Staff Report

City Commission Regular Meeting

November 13, 2025

To:	City Commission
From:	Lupita McClenning, Planner
Meeting Date:	November 13, 2025
Item Name:	Ordinance 2025-21. An Ordinance of the City Commission of the City of Flagler Beach, Florida, to annex property to be included within the corporate area and city limits of the City of Flagler Beach; providing for the annexation of approximately 210.70 acres of property described in Exhibit "A" to this ordinance and lying in the areas proximate to the existing city limits of the City of Flagler Beach, Flagler County, Florida; providing for annexation in accordance with the voluntary annexation provisions of Section 171.044, Florida Statutes; providing for annexation of real property/amendment of corporate/city limits; providing for rights and privileges resulting from annexation upon land uses; providing for effect on Ad Valorem taxes; providing for effect on businesses and occupations; providing for severability and an effective date (First Reading).

Background:

The applicant desires to annex approximately +/- 210 acres into the City of Flagler Beach recognizing that the Annexed Property is intended to be developed as a mixed-use development consistent with approvals. Under Section 171.044(1), Florida Statutes, property sought to be annexed is reasonably compact, contiguous, and satisfies all requirements for voluntary annexation set forth in Chapter 171, Florida Statutes.

Fiscal Impact:

Staff Recommendation:

The Pre-Annexation and Annexation Ordinance 2025-21 meets Ch. 171 statutory requirements, is consistent with the City's Comprehensive Plan, and consistent with SB 180. Staff recommends that the City Commission approve the Pre-Annexation Agreement and Annexation Ordinance 2025-21 as it meets statutory requirements of Ch. 171, is consistent with the City's Comprehensive Plan and with SB 180.

Attachments:

1. 2025-21 VB_FINAL DRAFT W Exhibits
2. VB_Application Annexation w ex (1) goes w 2025-21
3. Staff Report PAN 25-001 Ordinance 2025-21 Voluntary Annexation Veranda Bay_Add Map_
4. Staff Report_Veranda Bay_Pre-Annexation_Final10022025 (2)
5. City Planners Power Point 11132025
6. BIS 2025-21 VB
7. 25-00357F Affidavit

ORDINANCE 2025-21
ANNEXATION OF VERANDA BAY – APPLICATION NO. PAN25-0001

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, TO ANNEX PROPERTY TO BE INCLUDED WITHIN THE CORPORATE AREA AND CITY LIMITS OF THE CITY OF FLAGLER BEACH; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 210.70 ACRES OF PROPERTY DESCRIBED IN EXHIBIT "A" TO THIS ORDINANCE AND LYING IN THE AREAS PROXIMATE TO THE EXISTING CITY LIMITS OF THE CITY OF FLAGLER BEACH, FLAGLER COUNTY, FLORIDA; PROVIDING FOR ANNEXATION IN ACCORDANCE WITH THE VOLUNTARY ANNEXATION PROVISIONS OF SECTION 171.044, FLORIDA STATUTES; PROVIDING FOR ANNEXATION OF REAL PROPERTY/AMENDMENT OF CORPORATE/CITY LIMITS; PROVIDING FOR RIGHTS AND PRIVILEGES RESULTING FROM ANNEXATION UPON LAND USES; PROVIDING FOR EFFECT ON A VALOREM TAXES; PROVIDING FOR EFFECT ON BUSINESSES AND OCCUPATIONS; PROVIDING FOR EFFECT ON BUSINESSES AND OCCUPATIONS; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, a Petition for Annexation has been filed with the City Clerk of the City of Flagler Beach, Florida, which petition contains the names of the property owners of the area described in this Ordinance in Exhibit "A" and depicted in Exhibit "B", and requests annexation into the incorporated area and City Limits of the City of Flagler Beach, Florida; and

WHEREAS, the City's staff has certified that the property owners have signed the petition for Annexation; and

WHEREAS, the City Commission hereby finds that the property described hereinafter is reasonably compact and contiguous to the corporate areas of the City of Flagler Beach, Florida, and it is further determined that the annexation of said property will not result in the creation of any enclaves, and it is further determined that the property otherwise fully complies with the requirements of State law; and

WHEREAS, the City of Flagler Beach, Florida, is in a position to provide municipal services to the property described herein, and the City Commission of the City of Flagler Beach, Florida, deems it in the best interest of the City to accept said Petition for Annexation and to annex said property; and

WHEREAS, pursuant to, and in compliance with the law, notice has been given by publication once a week for two consecutive weeks in a newspaper of general circulation notifying the public of this proposed Ordinance and of public hearings to be held at City Hall in the City of Flagler Beach, see the affidavit of publication, attached hereto and incorporated herein as Exhibit "C"; and

WHEREAS, the provisions of this ordinance and the actions taken herein are consistent with the City's Comprehensive Plan and State law; and

WHEREAS, public hearings were held pursuant to the requirements of State law and in conformity with the published notice described above at which hearings the parties in interest and all others had an opportunity to be, and were in fact, heard; and

WHEREAS, it is the City's best interest to annex property which provides economic and other benefits to the City wherever possible.

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE CITY OF FLAGLER BEACH, FLORIDA:

SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS.

(a) The property that is the subject of this Ordinance and the Petition for Annexation is described in Exhibit "A" and depicted in Exhibit "B" in Section 2 of this Ordinance.

(b) The above recitals (whereas clauses) are hereby adopted as the legislative and administrative findings of the City Commission of the City of Flagler Beach. The City Commission of the City of Flagler Beach finds and determines that there is competent substantial evidence to support the findings and determinations made in this Section.

(c) The City Commission of the City of Flagler Beach adopts as legislative and administrative findings the fact that the land area described in Section 2 of this Ordinance (hereinafter referred to as the "Area") is reasonably compact and contiguous to the present Corporate limits of the City of Flagler Beach, and that no part of the Area is within the boundary of another municipality or the County in any manner or configuration that would contravene the provisions of Florida law or be contrary to sound and generally accepted land use planning practices and principles. The City Commission of the City of Flagler Beach finds that the

annexation of the Area does not create and enclave and that the Area otherwise fully meets the criteria established in Chapter 171, *Florida Statutes*.

(d) The City Commission of the City of Flagler Beach has applied the laws of the State of Florida, Chapter 171, Florida Statutes, as well as the case law analyzing, construing and applying said statutory provisions, and the legislative intent pertaining to said statutory provisions as set forth in legislative reports. Further in compliance with Section 171.044, *Florida Statutes*, the City of Flagler Beach published the notice of annexation in the Daytona Beach News Journal once each week for two consecutive weeks as evidenced by the affidavit of publication attached hereto and incorporated herein as Exhibit "C".

(e) The City Commission of the City of Flagler Beach finds and determines that there is competent substantial evidence to support the findings and determinations made in this Section and that no other action of the City is required to fully implement an annexation of the Area as set forth herein.

SECTION 2. ANNEXATION OF PROPERTY/AMENDMENT OF CORPORATE/CITY LIMITS. The lands described in Exhibit "A" and shown on the map in Exhibit "B" attached hereto ("Area") be and they are hereby annexed to and included within the corporate limits of the City of Flagler Beach, Florida.

SECTION 3. RIGHTS AND PRIVILEGES RESULTING FROM ANNEXATION/EFFECT OF ANNEXATION UPON LAND USES.

(a) Upon this Ordinance becoming effective, the property owner shall be entitled to all the rights and privileges and immunities as are form time to time granted to property owners of the City of Flagler Beach, Florida, as further provided in Chapter 171, *Florida Statutes*, and shall further be subject to the responsibilities of ownership as may from time to time be determined by the City Commission of the City of Flagler Beach, Florida, and the provisions of Chapter 171, *Florida Statutes.*

(b) Upon annexation, the Area shall retain the zoning classification established by the Land Development Code of Flagler County, the land development approvals granted by Flagler County, and a land use designation as assigned by the Flagler County Comprehensive Plan in accordance with the provisions of Section 171.062, *Florida Statutes*, until otherwise changed or

amended by an appropriate ordinance or by a number of ordinances as may be enacted by the City Commission of the City of Flagler Beach, Florida.

SECTION 4. EFFECT ON AD VALOREM TAXES. All property lying within the boundaries of the Corporate/City Limits of the City of Flagler Beach, Florida as hereby revised, shall hereafter be assessed for payment of municipal ad valorem taxes pursuant to law.

SECTION 5. EFFECTIVE ON BUSINESSES AND OCCUPATIONS. All persons who are lawfully engaged in any occupation, business, trade or profession, within the Area upon the effective date of this Ordinance, under a valid license or permit issued by Flagler County, Florida, shall have the right to continue such occupation, business, trade or profession within the corporate limits of the City of Flagler Beach, as revised, upon the securing of a valid business tax receipt from the City of Flagler Beach, which receipt shall be issued upon payment of the appropriate fee there, without the necessity of taking or passing any additional examination or test relating to the qualifications of such licenses.

SECTION 6. CONFLICTS. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

SECTION 7. SEVERABILITY. It is hereby declared to be the intention of the City Commission that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are servable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such constitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance.

SECTION 8. EFFECTIVE DATE. This Ordinance shall become effective immediately upon adoption by the City Commission of the City of Flagler Beach, Florida, and pursuant to the City Charter.

APPROVED on First Reading the _____day of _____, 2025.

ADOPTED on Second Reading after due public notice and public hearing this _____day of _____2025.

ATTEST:

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

_____
CITY CLERK

_____
Patti King, Mayor

APPROVED AS TO FORM AND LEGALITY:

_____
DREW SMITH, CITY ATTORNEY

Attachments: Exhibit "A" – Legal Description of Annexation Area
Exhibit "B" – Depiction of Annexation Area
Exhibit "C" – Affidavit of Publication

EXHIBIT "A"

PART OF PHASE 1-A AND 2-A VERANDA BAY AND PART OF SECTION 38 , TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA,

A PART OF VERANDA BAY PHASE 1A AS RECORDED IN PLAT BOOK 40, PAGES 59 THROUGH 64 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA TOGETHER WITH A PART OF VERANDA BAY PHASE 2A AS RECORDED IN PLAT BOOK 40, PAGES 65 THROUGH 70 OF SAID PUBLIC RECORDS ALSO TOGETHER WITH A PART OF OF SECTION 38, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE SOUTHWEST CORNER OF TRACT 1A-4 OF SAID VERANDA BAY PHASE 1A; THENCE NORTHERLY ALONG THE WESTERLY LINES OF SAID TRACT 1A-4 THE FOLLOWING TWELVE COURSES: THENCE NORTH 18°15'20" WEST, A DISTANCE OF 260.49 FEET; THENCE SOUTH 71°44'40" WEST, A DISTANCE OF 140.00 FEET; THENCE NORTH 18°15'20" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 71°44'40" EAST, A DISTANCE OF 140.00 FEET; THENCE NORTH 18°15'20" WEST, A DISTANCE 960.00 FEET; THENCE SOUTH 71°44'40" WEST, A DISTANCE OF 140.00 FEET; THENCE NORTH 18°15'20" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 71°44'40" EAST, A DISTANCE OF 140.00 FEET; THENCE NORTH 18°15'20" WEST, A DISTANCE OF 244.38 FEET; THENCE SOUTH 78°03'28" WEST, A DISTANCE OF 137.96 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO THE EAST AND HAVING A RADIUS OF 475.00 FEET AND A CENTRAL ANGLE OF 10°47'20"; THENCE NORTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 89.44 FEET AND BEING SUBTENDED BY A CHORD BEARING OF NORTH 06°32'52" WEST; AND CHORD DISTANCE OF 89.31 FEET TO A POINT ON SAID CURVE; THENCE NORTH 86°59'44" EAST, A DISTANCE OF 140.07 FEET; THENCE NORTH 01°09'12" WEST, A DISTANCE OF 568.36 FEET; THENCE NORTH 88°50'48" EAST, A DISTANCE OF 63.62 FEET; THENCE NORTH 01°07'10" WEST, A DISTANCE OF 161.55 FEET; THENCE NORTH 88°54'24" EAST, A DISTANCE OF 176.36 FEET; THENCE NORTH 11°52'10" EAST ALONG A WESTERLY LINE OF TRACT 1A-5 OF SAID VERANDA BAY PHASE 1A , A DISTANCE OF 25.29 FEET; THENCE NORTH 13°13'08" EAST CONTINUING ALONG A WESTERLY LINE OF SAID TRACT, A DISTANCE OF 0.37 FEET; TO THE INTERSECTION WITH THE NORTH LINE OF SAID TRACT OF 1A-5; THENCE NORTH 88°54'24" EAST, ALONG SAID NORTHERLY LINE OF TRACT 1A-5 AND CONTINUING ALONG THE NORTHERLY LINE OF SAID VERANDA BAY PHASE 1A, A DISTANCE OF 1304.54 FEET TO THE POINT ON THE WEST RIGHT OF WAY LINE OF FLORIDA INTRACOASTAL WATERWAY AND THE NORTHEAST CORNER OF VERANDA BAY PHASE 1A ; THENCE ALONG SAID WEST RIGHT OF WAY LINE AND THE EASTERLY LINE OF SAID VERANDA BAY PHASE 1A, SOUTH 13°58'25" EAST, A DISTANCE OF 1950.55 FEET TO THE SOUTHEAST CORNER OF SAID VERANDA BAY PHASE 1A AND ALSO

TO THE NORTHEAST CORNER OF SAID VERANDA BAY PHASE 2A; THENCE CONTINUE SOUTH 13°58’25” EAST ALONG SAID RIGHT OF WAY LINE AND ALONG THE EASTERLY LINE OF SAID VERANDA BAY PHASE 2A, A DISTANCE OF 799.39 FEET, THENCE SOUTH 21°17’55” EAST, CONTINUING ALONG SAID RIGHT OF WAY LINE AND EASTERLY LINE, A DISTANCE OF 1265.37 FEET; THENCE SOUTH 03°54’39” WEST ALONG SAID EASTERLY LINE, A DISTANCE OF 90.51 FEET TO THE SOUTHEAST CORNER OF SAID VERANDA BAY PHASE 2A; THENCE CONTINUE SOUTH 03°54’39” WEST, ALONG A WESTERLY LINE OF THE HISTORIC CHANNEL OF HAW LOVERS CREEK, A DISTANCE OF 57.72 FEET; THENCE SOUTH 19°27’17” EAST, A DISTANCE OF 644.30 FEET; THENCE SOUTH 68°58’11” EAST, A DISTANCE OF 113.95 FEET TO A POINT ON SAID INTRACOASTAL RIGHT OF WAY, THENCE SOUTH 21°17’55” EAST, A DISTANCE OF 338.95 FEET TO THE NORTHERLY LINE OF TRACT “PL-3” OF GARDENS AT HAMMOCK BEACH AS RECORDED IN PLAT BOOK 35, PAGES 80 THROUGH ; THENCE WESTERLY ALONG SAID NORTHERLY LINE THE FOLLOWING FIVE COURSES: SOUTH 69°58’00” WEST, A DISTANCE OF 666.02 FEET; THENCE SOUTH 20°00’08” WEST, A DISTANCE OF 243.62 FEET; THENCE SOUTH 69°00’06” WEST, A DISTANCE OF 512.95 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 475.00 FEET AND AN ARC DISTANCE OF 298.48 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH 86°59’57” WEST AND A CHORD DISTANCE OF 293.59 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 75°04’31” WEST, A DISTANCE OF 102.42 FEET; THENCE NORTH 43°30’12” WEST, DEPARTING FROM SAID NORTHERLY LINE, A DISTANCE OF 153.12 FEET TO A POINT ON THE MOST SOUTH POINT OF SAID VERANDA BAY PHASE 2A; THENCE NORTHERLY ALONG THE WEST LINES OF SAID VERANDA BAY PHASE 2A THE FOLLOWING NINE COURSES: THENCE NORTH 32°58’38” WEST, A DISTANCE OF 357.54; THENCE NORTH 12°24’49” WEST, A DISTANCE OF 43.38 FEET; THENCE SOUTH 71°49’46” WEST, A DISTANCE OF 68.04 FEET; THENCE NORTH 18°10’14” WEST, A DISTANCE OF 152.62 FEET; THENCE NORTH 16°36’36” EAST, A DISTANCE OF 82.23 FEET; THENCE NORTH 73°23’24” WEST, A DISTANCE OF 139.49 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 11°32’10”; THENCE SOUTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 5.03 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH 22°22’42” WEST AND A CHORD DISTANCE OF 5.03 FEET TO A POINT ON SAID CURVE; THENCE NORTH 73°23’24” WEST, A DISTANCE OF 50.00 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO THE WEST AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 11°32’13”; THENCE NORTHERLY ALONG SAID CURVE AN ARC DISTANCE OF 5.03 AND SUBTENDED BY A CHORD BEARING OF NORTH 10°50’29” EAST AND A CHORD DISTANCE OF 5.03 FEET TO A POINT ON SAID CURVE; THENCE NORTH 21°20’50” WEST, DEPARTING FROM SAID WESTERLY LINE, A DISTANCE OF

114.14 FEET TO THE SOUTHWEST CORNER OF TRACT 2A-11 OF SAID VERANDA BAY PHASE 2A; THENCE NORTHERLY ALONG THE WESTERLY LINES OF SAID TRACT 2A-11 AND ALSO THE WESTERLY LINES OF SAID VERANDA BAY PHASE 2A THE FOLLOWING THIRTEEN COURSES: THENCE NORTH 16°36'36" EAST, A DISTANCE OF 18.72 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 365.00 FEET AND A CENTRAL ANGLE OF 34°46’50”; THENCE NORTHERLY ALONG SAID CURVE AN ARC DISTANCE OF 221.57 FEET AND SUBTENDED BY A CHORD BEARING OF NORTH 00°46’49” WEST AND A CHORD DISTANCE OF 218.18 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 18°10’14” WEST, A DISTANCE OF 24.44 FEET; THENCE SOUTH 71°49’46” WEST, A DISTANCE OF 140.00 FEET; THENCE NORTH 18°10’14” WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 71°49’46” EAST, A DISTANCE OF 140.00 FEET; THENCE NORTH 18°10’14” WEST, A DISTANCE OF 935.73 FEET; THENCE NORTH 01°32’26” WEST, A DISTANCE OF 384.95 FEET; THENCE SOUTH 88°27’34” WEST, A DISTANCE OF 140.00 FEET; THENCE NORTH 01°32’26” WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 88°27’34” EAST, A DISTANCE OF 140.00 FEET; THENCE NORTH 01°32’26” WEST, A DISTANCE OF 49.29 FEET; THENCE NORTH 18°10’14” WEST, A DISTANCE OF 809.39 FEET TO THE NORTHWEST CORNER OF SAID TRACT 2A-11; THENCE NORTH 06°57’26” WEST, A DISTANCE OF 101.95 FEET TO THE POINT OF BEGINNING. CONTAINING 210.7 ACRES, MORE OR LESS.

TOGETHER WITH

PROPERTIES OWNED BY VERANDA BAY INVESTMENTS, LLC

TRACT 2A-A OF THE SUBDIVISION PLAT OF VERANDA BAY PHASE 2A, AS RECORDED IN PLAT BOOK 40, PAGES 65 THROUGH 70, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING 22.64 ACRES, MORE OR LESS.

TOGETHER WITH:

A PART OF SECTION 38 , TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING COMMENCE AT THE SOUTHEAST CORNER OF TRACT 2A-4 OF VERANDA BAY PHASE 2A AS RECORDED IN PLAT BOOK 40, PAGES 65 THROUGH 70 OF THE PUBLIC RECORDS OF SAID COUNTY AND SAID CORNER ALSO LIES ON THE WESTERLY RIGHT OF WAY LINE OF THE FLORIDA INTRACOASTAL WATERWAY; THENCE SOUTH 03°54’39” WEST, ALONG A WESTERLY LINE OF THE HISTORIC CHANNEL OF HAW LOVERS CREEK, A DISTANCE OF 57.72 FEET; THENCE SOUTH 19°27’17” EAST CONTINUING ALONG SAID WESTERLY LINE, A DISTANCE OF 644.30 FEET; THENCE SOUTH 68°58’11” EAST, A DISTANCE OF 113.95 FEET TO A POINT ON SAID FLORIDA INTRACOASTAL RIGHT OF WAY, THENCE SOUTH 21°17’55” EAST, A

DISTANCE OF 338.95 FEET TO THE NORTHERLY LINE OF TRACT “PL-3” OF GARDENS AT HAMMOCK BEACH AS RECORDED IN PLAT BOOK 35, PAGES 80 THROUGH ; THENCE WESTERLY ALONG SAID NORTHERLY LINE THE FOLLOWING FIVE COURSES: SOUTH 69°58’00” WEST, A DISTANCE OF 666.02 FEET; THENCE SOUTH 20°00’08” WEST, A DISTANCE OF 243.62 FEET; THENCE SOUTH 69°00’06” WEST, A DISTANCE OF 512.95 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 475.00 FEET AND A CENTRAL ANGLE OF 36°00'11" AND AN ARC DISTANCE OF 298.48 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH 86°59’57” WEST AND A CHORD DISTANCE OF 293.59 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 75°04’31” WEST, A DISTANCE OF 102.42 FEET; THENCE NORTH 43°30’12” WEST, DEPARTING FROM SAID NORTHERLY LINE, A DISTANCE OF 153.12 FEET TO A POINT ON THE MOST SOUTH POINT OF SAID VERANDA BAY PHASE 2A; THENCE NORTHESTERLY AND EASTERLY ALONG THE EASTERLY AND SOUTHERLY LINES OF SAID VERANDA BAY PHASE 2A THE FOLLOWING EIGHTEEN COURSES: THENCE NORTH 40°42’12” EAST, A DISTANCE OF 202.16; THENCE NORTH 10°41’45” EAST, A DISTANCE OF 133.22 FEET; THENCE NORTH 24°30’13” WEST, A DISTANCE OF 127.26 FEET; THENCE NORTH 69°22’08” EAST, A DISTANCE OF 232.49 FEET; THENCE NORTH 20°51’44” WEST, A DISTANCE OF 115.00 FEET; THENCE NORTH 69°22’08” EAST, A DISTANCE OF 129.58 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 11°10’11”; THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 4.87 FEET AND SUBTENDED BY A CHORD BEARING OF NORTH 26°34’59” WEST AND A CHORD DISTANCE OF 4.87 FEET TO A POINT ON SAID CURVE; THENCE NORTH 69°44’10” EAST, A DISTANCE OF 50.00 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90°22’02”; THENCE NORTHEASTRLY ALONG SAID CURVE AN ARC DISTANCE OF 39.43 AND SUBTENDED BY A CHORD BEARING OF NORTH 24°11’07” EAST AND A CHORD DISTANCE OF 35.47 FEET TO A POINT ON SAID CURVE; THENCE NORTH 21°21’56” WEST, A DISTANCE OF 50.00 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 11°10’11”; THENCE WESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 4.87 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH 74°57’14” WEST AND A CHORD DISTANCE OF 4.87 FEET TO A POINT ON SAID CURVE; THENCE NORTH 20°59'54"WEST, A DISTANCE OF 822.65 FEET TO A POINT OF A CURVE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 5.00 FEET AND A CENTRAL ANGLE OF 90°00’00”; THENCE NORTHEASTRLY ALONG SAID CURVE AN ARC DISTANCE OF 7.85 FEET AND SUBTENDED BY A CHORD BEARING OF NORTH 24°00’06” EAST AND A CHORD DISTANCE OF 7.07 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 69°00’06” EAST, A DISTANCE OF 503.11

FEET; THENCE SOUTH 20°54’52” EAST, A DISTANCE OF 180.00 FEET; THENCE NORTH 69°00’06” EAST, A DISTANCE OF 85.08 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 65.00 FEET AND A CENTRAL ANGLE OF 140°24’30”; THENCE SOUTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 159.29 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH 41°16’28” EAST AND A CHORD DISTANCE OF 122.32 FEET TO THE POINT OF TANGENCY OF SAID CURVE ; THENCE NORTH 69°00’58” EAST, A DISTANCE OF 250.79 FEET TO THE POINT OF BEGINNING. CONTAINING 35.44 ACRES, MORE OR LESS.

TOGETHER WITH

TRACT 1A-A, PART OF TRACT 1A-1, TRACT 1A-4, TRACT 1A-6, TRACT 1A-9, TRACT 1A-10, PART OF TRACT 1A-11, AND PART OF TRACT 1A-12, TOGETHER WITH LOTS 43 THROUGH 98, ALL OF THE SUBDIVISION PLAT OF **VERANDA BAY PHASE 1A**, AS RECORDED IN PLAT BOOK 40, PAGES 59 THROUGH 64, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

TOGETHER WITH:

TRACT 2A-B, PART OF TRACT 2A-1, TRACT 2A-2, TRACT 2A-3 AND TRACTS 2A-11, TOGETHER WITH LOTS 1 THROUGH 42 AND LOTS 99 THROUGH 122, ALL OF THE SUBDIVISION PLAT OF **VERANDA BAY PHASE 2A**, AS RECORDED IN PLAT BOOK 40, PAGES 65 THROUGH 70, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

EXHIBIT "B"

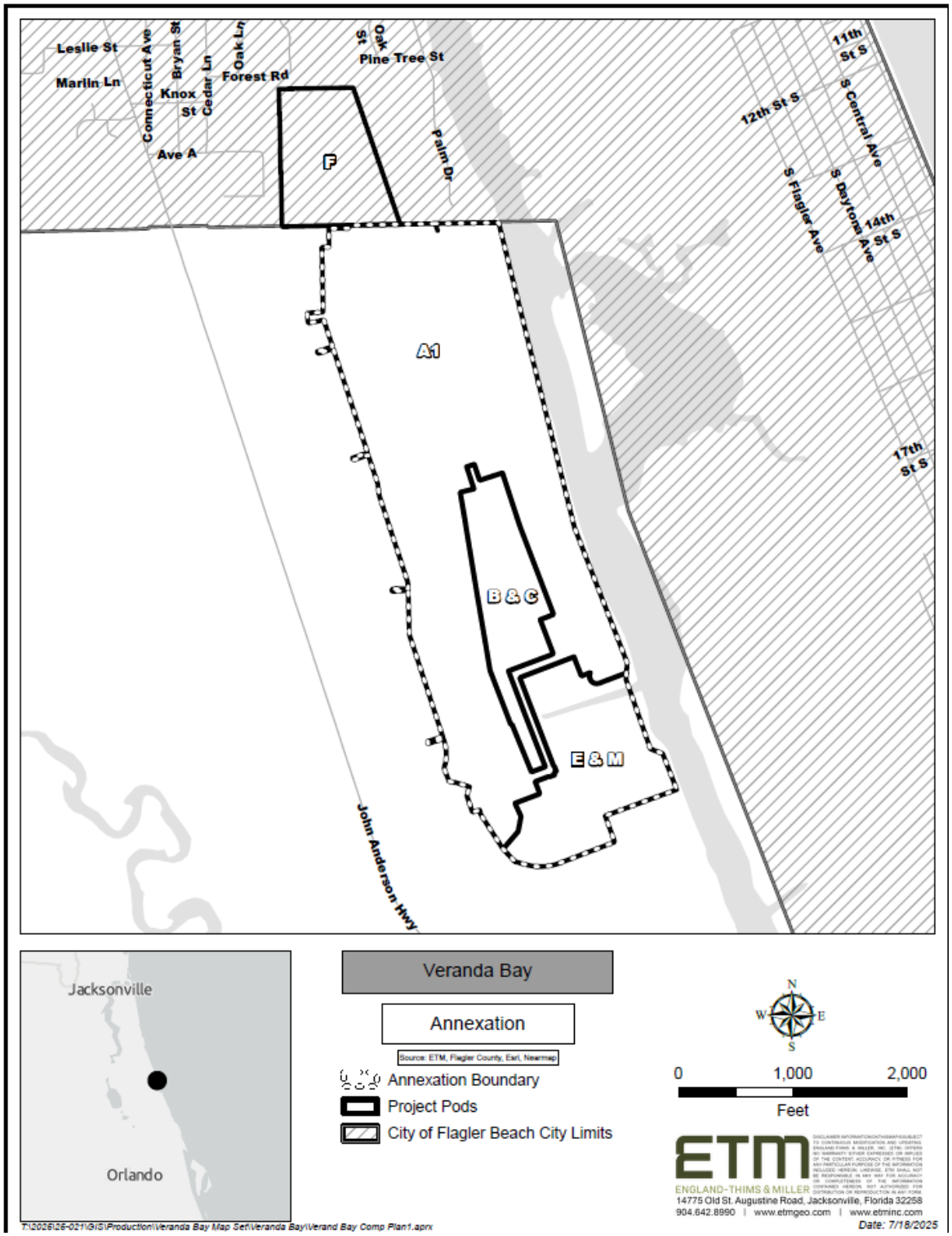

Leslie St
Marlin Ln
Connecticut Ave
Bryan St
Knox St
Cedar Ln
Oak Ln
Forest Rd
Ave A
Oak St
Pine Tree St
Palm Dr
F
A1
B & C
E & M
John Anderson Hwy
11th St S
12th St S
S Central Ave
S Flagler Ave
S Daytona Ave
14th St S
17th St S
Jacksonville
Orlando
Veranda Bay
Annexation
Source: ETM, Flagler County, Esri, Nearmap
Annexation Boundary
Project Pods
City of Flagler Beach City Limits
N
W
E
S
0
1,000
2,000
Feet
ETM
ENGLAND-THIMS & MILLER
14775 Old St. Augustine Road, Jacksonville, Florida 32258
904.642.8990 | www.etmgeo.com | www.etminc.com
T:\2025\25-021\GIS\Production\Veranda Bay Map Set\Veranda Bay\Verand Bay Comp Plan1.aprx
Date: 7/18/2025

EXHIBIT "C"

Serial Number
25-00353F

Observer
You. Your Neighbors. Your Neighborhood.
PalmCoastObserver.com

Palm Coast Observer
Published Weekly
Palm Coast, Flagler County, Florida

COUNTY OF FLAGLER

STATE OF FLORIDA

Before the undersigned authority personally appeared Nancy Kay Raymond who on oath says that he/she is Publisher's Representative of the Palm Coast Observer a weekly newspaper published at Palm Coast, Flagler County, Florida; that the attached copy of advertisement,

being a Public Hearing

in the matter of Ordinance 2025-21

in the Court, was published in said newspaper by print in the

issues of 9/25/2025

Affiant further says that the Palm Coast Observer complies with all legal requirements for publication in chapter 50, Florida Statutes.

*This Notice was placed on the newspaper's website and floridapublicnotices.com on the same day the notice appeared in the newspaper.

N. Kay Raymond

Nancy Kay Raymond

Sworn to and subscribed, and personally appeared by physical presence before me,

25th day of September, 2025 A.D.

by Nancy Kay Raymond who is personally known to me.

Sara Hubert

Notary Public, State of Florida
(SEAL)

SARA HUBERT
NOTARY
My Comm. Expires
Sept. 7, 2026
HH 309909
PUBLIC
STATE OF FLORIDA

CITY OF FLAGLER BEACH NOTICE OF PUBLIC HEARING

The City Commission proposes to adopt Ordinance No. 2025-21 Entitled:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, TO ANNEX PROPERTY TO BE INCLUDED WITHIN THE CORPORATE AREA AND CITY LIMITS OF THE CITY OF FLAGLER BEACH; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 210.70 ACRES OF PROPERTY DESCRIBED IN EXHIBIT "A" TO THIS ORDINANCE AND LYING IN THE AREAS PROXIMATE TO THE EXISTING CITY LIMITS OF THE CITY OF FLAGLER BEACH, FLAGLER COUNTY, FLORIDA; PROVIDING FOR ANNEXATION IN ACCORDANCE WITH THE VOLUNTARY ANNEXATION PROVISIONS OF SECTION 171.044, FLORIDA STATUTES; PROVIDING FOR ANNEXATION OF REAL PROPERTY/AMENDMENT OF CORPORATE/CITY LIMITS; PROVIDING FOR RIGHTS AND PRIVILEGES RESULTING FROM ANNEXATION UPON LAND USES; PROVIDING FOR EFFECT ON AD VALOREM TAXES; PROVIDING FOR EFFECT ON BUSINESSES AND OCCUPATIONS; PROVIDING FOR EFFECT ON BUSINESSES AND OCCUPATIONS; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

This notice is pursuant to the provisions of Chapter 166 and 171, Florida Statutes, and the Charter and Ordinances of the City of Flagler Beach, Florida as amended and supplemented. Subject annexation meets the statutory criteria for annexation as established in Chapter 171, Florida Statutes.

PUBLIC HEARINGS ARE SCHEDULED TO BE HELD AT CITY HALL, 105 S. 2ND STREET, FLAGLER BEACH, FLORIDA AS FOLLOWS:

PLANNING AND ARCHITECTURAL REVIEW BOARD: TUESDAY, OCTOBER 7, 2025 AT 5:30 P.M.

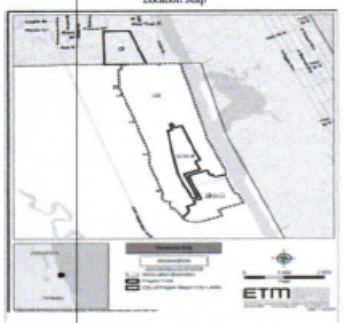
1ST READING: CITY COMMISSION: THURSDAY, OCTOBER 9, 2025 AT 5:30 P.M. OR AS SOON THEREAFTER AS POSSIBLE.

2ND READING: CITY COMMISSION: THURSDAY, NOVEMBNER 13, 2025 AT 5:30 P.M., OR AS SOON THEREAFTER AS POSSIBLE.

Copies of the proposed Ordinance and legal description of the property by metes and bounds are available and may be obtained from the office of the City Clerk at 386-517-2000 Ext. 233.

Persons are advised that, if they decide to appeal any decision made at these meetings/hearings, they will need a record of the proceedings and for such purpose, they may 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, per Section 286.0105, Florida Statutes. In accordance with the Americans with Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk's Office at 386-517-2000 Ext. 233 at least 48 hours prior to the meeting.

Location Map



Sep. 25 25-00353F

City of Flagler Beach
PO Box 70 105 South 2nd Street
Flagler Beach, Florida 32136
Phone (386) 517-2000. Fax (386) 517-2008

PETITION FOR VOLUNTARY LAND ANNEXATION

PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION:

OWNER'S NAME: Palm Coast Intracoastal, LLC PHONE: 386-986-2411

ADDRESS: 3129 Springbank Lane, #201 Charlotte NC 28226

I/We the undersigned state that I/We am/are the sole owner(s) of the property described as (Provide Legal Description of Property):

See attached Exhibit "A"

_____ SUBDIVISION _____ LOT _____ BLOCK _____

Whereas, the land is situated in the County of Flagler and the State of Florida and

Whereas, on information and belief, the above-named property is either partially within or contiguous to the City of Flagler Beach, Flagler County, Florida,

Whereas, the property us reasonably compact

Therefore, the undersigned Owner(s) request(s) that the above-described property be annexed to the City of Flagler Beach by the City Commission of the City of Flagler Beach

Palm Coast Intracoastal, LLC

_____ Signature of Owner one (1) William G. Allen, Jr., Manager Subscribed and Sworn to (or affirmed) before me by _____ This 16 day of July, 2025. Who is personally known to me or has produced _____ as identification. HH 190061 01/02/26 Commission Number & Expiration Tracey A. Benavides Notary Public	_____ Signature of Owner two (2) Subscribed and Sworn to (or affirmed) before me by _____ This ____ day of _____, 20____. Who is personally known to me or has produced _____ as identification. _____ Commission Number & Expiration _____ Notary Public

TRACEY A. BENAVIDES
Notary Public-State of Florida
Commission # HH 190061
My Commission Expires
January 02, 2026

_____ Signature of Owner three (3) Subscribed and Sworn to (or affirmed) before me by _____ This ____ day of _____, 20____. Who is personally known to me or has produced _____ as identification. _____ Commission Number & Expiration _____ Notary Public	_____ Signature of Owner four (4) Subscribed and Sworn to (or affirmed) before me by _____ This ____ day of _____, 20____. Who is personally known to me or has produced _____ as identification. _____ Commission Number & Expiration _____ Notary Public

CITY OF FLAGLER BEACH
BUILDING AND PLANNING DEPARTMENT

GENERAL APPLICATION

☐ *Final Site Plan*	☐ *Preliminary Plat*
☐ *Master Site Plan*	☐ *Final Plat*
☐ *Site Development Plan(s)*	☐ *Plat Vacating*
☐ *Rezoning*	☐ *Subdivision Master Plan*
☐ *Comprehensive Plan Amendment*	☐ *Non-statutory Land Division/Parcel Reconfiguration*
☐ *Future Land Use Map Amendment*	☐ *Site Plan Modification (Post approval)*
☐ *Special Exception*	☐ *Development Order Modification*
☐ *Variance*	☐ *Wireless Communication Facility (new structure)*

Application Submittal Date:_____

Fee Paid: $_____. Date Received:_____

Employee Accepting Application (print name):_____

Rejected Date: _____. Rejected by:_____

Reason for Rejection:_____

_____

A. PROJECT NAME: Veranda Bay

B. LOCATION OF SUBJECT PROPERTY (PHYSICAL ADDRESS): John Anderson Drive, Flagler Beach

C. PROPERTY APPRAISER'S PARCEL ID NUMBER(s): See attached Exhibit "B"

_____

D. LEGAL DESCRIPTION: See attached Ex. "A" Subdivision Name;_____

_____

Section;_____ Block(s);_____ Lot(s); _____

E. SUBJECT PROPERTY ACRES / SQUARE FOOTAGE:_____

F. FUTURE LAND USE MAP DESIGNATION: Agriculture/Timberlands EXISTING ZONING DISTRICT: PUD

OVERLAY DISTRICT:_____

G. FLOOD ZONE:_____ FEMA COMMUNITY PANEL NUMBER:_____ DATE:_____

H. CURRENT USE OF PROPERTY: Vacant

I. DESCRIPTION OF REQUEST/PROPOSED DEVELOPMENT (ATTACH ADDITIONAL SHEETS) _____

_____

_____

_____

J. PROPOSED NUMBER OF LOTS (If Applicable):_____ Development Phasing: *Yes* ☐ *No* ☐

CITY OF FLAGLER BEACH
BUILDING AND PLANNING DEPARTMENT

K. LIST BELOW ANY APPLICATIONS CURRENTLY UNDER REVIEW OR RECENTLY APPROVED ASSOCIATED WITH THIS APPLICATION:

L. WATER/SEWER PROVIDER:_____

M. EXISTING MORTGAGE? Yes ☐ No ☑

OWNER:	*APPLICANT/AGENT:*
Name: Palm Coast Intracoastal, LLC	Name: Michael D. Chiumento III, Esq.
Mailing Address: 3129 Springbank Ln #201, Charlotte NC 28226	Mailing Address: 145 City Place, Suite 301 Palm Coast FL
Phone Number: 386-986-2411	Phone Number: 386-445-8900 ext 102
E-mail Address: kenbelshe@yahoo.com	E-mail Address: Michael3@legalteamforlife.com

MORTGAGE HOLDER:	*ENGINEER OR PROFESSIONAL:*
Name:	Name: Lindsay Haga
Mailing Address:	Mailing Address:
Phone Number:	Phone Number: 904-376-6296
E-mail Address:	E-mail Address: HagaL@etminc.com

SURVEYOR:	*LANDSCAPE ARCHITECT:*
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:

PLANNER:	*TRAFFIC ENGINEER:*
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:

ATTORNEY OF RECORD:	*DEVELOPER:*
Name: Michael D. Chiumento III, Esq.	Name:
Mailing Address: 145 City Place, Suite 301 , Palm Coast	Mailing Address:
Phone Number: 386-445-8900 ext 102	Phone Number:
E-mail Address: Michael3@legalteamforlife.com	E-mail Address:

I HEREBY CERTIFY THAT ALL INFORMATION ON THIS APPLICATION IS CORRECT:

Signature of owner OR person authorized to represent this application:

Signature(s):_____

Printed or typed name(s): William G. Allen, Jr., as Manager of Palm Coast Intracoastal, LLC

The foregoing instrument was acknowledged before me by means of __ physical presence or __ online notarization this 16th day of, July 2025 by William G. Allen, Jr., as Manager of Palm Coast Intracoastal, LLC individual submitted by ✓ Personal Knowledge ___ Satisfactory Evidence: Type _____

Tracey A. Benavides (SEAL)

Signature of Notary Public, State of Florida

TRACEY A. BENAVIDES
Notary Public-State of Florida
Commission # HH 190061
My Commission Expires
January 02, 2026

EXHIBIT "A"

PART OF PHASE 1-A AND 2-A VERANDA BAY AND PART OF SECTION 38 , TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA,

A PART OF VERANDA BAY PHASE 1A AS RECORDED IN PLAT BOOK 40, PAGES 59 THROUGH 64 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA TOGETHER WITH A PART OF VERANDA BAY PHASE 2A AS RECORDED IN PLAT BOOK 40, PAGES 65 THROUGH 70 OF SAID PUBLIC RECORDS ALSO TOGETHER WITH A PART OF OF SECTION 38, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE SOUTHWEST CORNER OF TRACT 1A-4 OF SAID VERANDA BAY PHASE 1A; THENCE NORTHERLY ALONG THE WESTERLY LINES OF SAID TRACT 1A-4 THE FOLLOWING TWELVE COURSES: THENCE NORTH 18°15'20" WEST, A DISTANCE OF 260.49 FEET; THENCE SOUTH 71°44'40" WEST, A DISTANCE OF 140.00 FEET; THENCE NORTH 18°15'20" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 71°44'40" EAST, A DISTANCE OF 140.00 FEET; THENCE NORTH 18°15'20" WEST, A DISTANCE 960.00 FEET; THENCE SOUTH 71°44'40" WEST, A DISTANCE OF 140.00 FEET; THENCE NORTH 18°15'20" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 71°44'40" EAST, A DISTANCE OF 140.00 FEET; THENCE NORTH 18°15'20" WEST, A DISTANCE OF 244.38 FEET; THENCE SOUTH 78°03'28" WEST, A DISTANCE OF 137.96 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO THE EAST AND HAVING A RADIUS OF 475.00 FEET AND A CENTRAL ANGLE OF 10°47'20"; THENCE NORTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 89.44 FEET AND BEING SUBTENDED BY A CHORD BEARING OF NORTH 06°32'52" WEST; AND CHORD DISTANCE OF 89.31 FEET TO A POINT ON SAID CURVE; THENCE NORTH 86°59'44" EAST, A DISTANCE OF 140.07 FEET; THENCE NORTH 01°09'12" WEST, A DISTANCE OF 568.36 FEET; THENCE NORTH 88°50'48" EAST, A DISTANCE OF 63.62 FEET; THENCE NORTH 01°07'10" WEST, A DISTANCE OF 161.55 FEET; THENCE NORTH 88°54'24" EAST, A DISTANCE OF 176.36 FEET; THENCE NORTH 11°52'10" EAST ALONG A WESTERLY LINE OF TRACT 1A-5 OF SAID VERANDA BAY PHASE 1A , A DISTANCE OF 25.29 FEET; THENCE NORTH 13°13'08" EAST CONTINUING ALONG A WESTERLY LINE OF SAID TRACT, A DISTANCE OF 0.37 FEET; TO THE INTERSECTION WITH THE NORTH LINE OF SAID TRACT OF 1A-5; THENCE NORTH 88°54'24" EAST, ALONG SAID NORTHERLY LINE OF TRACT 1A-5 AND CONTINUING ALONG THE NORTHERLY LINE OF SAID VERANDA BAY PHASE 1A, A DISTANCE OF 1304.54 FEET TO THE POINT ON THE WEST RIGHT OF WAY LINE OF FLORIDA INTRACOASTAL WATERWAY AND THE NORTHEAST CORNER OF VERANDA BAY PHASE 1A ; THENCE ALONG SAID WEST RIGHT OF WAY LINE AND THE EASTERLY LINE OF SAID VERANDA BAY PHASE 1A, SOUTH 13°58'25" EAST, A DISTANCE OF 1950.55 FEET TO THE SOUTHEAST CORNER OF SAID VERANDA BAY PHASE 1A AND ALSO TO THE NORTHEAST CORNER OF SAID VERANDA BAY PHASE 2A; THENCE CONTINUE SOUTH 13°58'25" EAST ALONG SAID RIGHT OF WAY LINE AND ALONG THE EASTERLY LINE OF SAID VERANDA BAY PHASE 2A, A DISTANCE OF 799.39 FEET, THENCE SOUTH 21°17'55" EAST,

CONTINUING ALONG SAID RIGHT OF WAY LINE AND EASTERLY LINE, A DISTANCE OF 1265.37 FEET; THENCE SOUTH 03°54’39” WEST ALONG SAID EASTERLY LINE, A DISTANCE OF 90.51 FEET TO THE SOUTHEAST CORNER OF SAID VERANDA BAY PHASE 2A; THENCE CONTINUE SOUTH 03°54’39” WEST, ALONG A WESTERLY LINE OF THE HISTORIC CHANNEL OF HAW LOVERS CREEK, A DISTANCE OF 57.72 FEET; THENCE SOUTH 19°27’17” EAST, A DISTANCE OF 644.30 FEET; THENCE SOUTH 68°58’11” EAST, A DISTANCE OF 113.95 FEET TO A POINT ON SAID INTRACOASTAL RIGHT OF WAY, THENCE SOUTH 21°17’55” EAST, A DISTANCE OF 338.95 FEET TO THE NORTHERLY LINE OF TRACT “PL-3” OF GARDENS AT HAMMOCK BEACH AS RECORDED IN PLAT BOOK 35, PAGES 80 THROUGH ; THENCE WESTERLY ALONG SAID NORTHERLY LINE THE FOLLOWING FIVE COURSES: SOUTH 69°58’00” WEST, A DISTANCE OF 666.02 FEET; THENCE SOUTH 20°00’08” WEST, A DISTANCE OF 243.62 FEET; THENCE SOUTH 69°00’06” WEST, A DISTANCE OF 512.95 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 475.00 FEET AND AN ARC DISTANCE OF 298.48 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH 86°59’57” WEST AND A CHORD DISTANCE OF 293.59 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 75°04’31” WEST, A DISTANCE OF 102.42 FEET; THENCE NORTH 43°30’12” WEST, DEPARTING FROM SAID NORTHERLY LINE, A DISTANCE OF 153.12 FEET TO A POINT ON THE MOST SOUTH POINT OF SAID VERANDA BAY PHASE 2A; THENCE NORTHERLY ALONG THE WEST LINES OF SAID VERANDA BAY PHASE 2A THE FOLLOWING NINE COURSES: THENCE NORTH 32°58’38” WEST, A DISTANCE OF 357.54; THENCE NORTH 12°24’49” WEST, A DISTANCE OF 43.38 FEET; THENCE SOUTH 71°49’46” WEST, A DISTANCE OF 68.04 FEET; THENCE NORTH 18°10’14” WEST, A DISTANCE OF 152.62 FEET; THENCE NORTH 16°36’36” EAST, A DISTANCE OF 82.23 FEET; THENCE NORTH 73°23’24” WEST, A DISTANCE OF 139.49 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 11°32’10”; THENCE SOUTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 5.03 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH 22°22’42” WEST AND A CHORD DISTANCE OF 5.03 FEET TO A POINT ON SAID CURVE; THENCE NORTH 73°23’24” WEST, A DISTANCE OF 50.00 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO THE WEST AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 11°32’13”; THENCE NORTHERLY ALONG SAID CURVE AN ARC DISTANCE OF 5.03 AND SUBTENDED BY A CHORD BEARING OF NORTH 10°50’29” EAST AND A CHORD DISTANCE OF 5.03 FEET TO A POINT ON SAID CURVE; THENCE NORTH 21°20’50” WEST, DEPARTING FROM SAID WESTERLY LINE, A DISTANCE OF 114.14 FEET TO THE SOUTHWEST CORNER OF TRACT 2A-11 OF SAID VERANDA BAY PHASE 2A; THENCE NORTHERLY ALONG THE WESTERLY LINES OF SAID TRACT 2A-11 AND ALSO THE WESTERLY LINES OF SAID VERANDA BAY PHASE 2A THE FOLLOWING THIRTEEN COURSES: THENCE NORTH 16°36'36" EAST, A DISTANCE OF 18.72 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 365.00 FEET AND A CENTRAL ANGLE OF 34°46’50”; THENCE NORTHERLY ALONG SAID CURVE AN ARC DISTANCE OF 221.57 FEET AND SUBTENDED BY A CHORD BEARING

OF NORTH 00°46’49” WEST AND A CHORD DISTANCE OF 218.18 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 18°10’14” WEST, A DISTANCE OF 24.44 FEET; THENCE SOUTH 71°49’46” WEST, A DISTANCE OF 140.00 FEET; THENCE NORTH 18°10’14” WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 71°49’46” EAST, A DISTANCE OF 140.00 FEET; THENCE NORTH 18°10’14” WEST, A DISTANCE OF 935.73 FEET; THENCE NORTH 01°32’26” WEST, A DISTANCE OF 384.95 FEET; THENCE SOUTH 88°27’34” WEST, A DISTANCE OF 140.00 FEET; THENCE NORTH 01°32’26” WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 88°27’34” EAST, A DISTANCE OF 140.00 FEET; THENCE NORTH 01°32’26” WEST, A DISTANCE OF 49.29 FEET; THENCE NORTH 18°10’14” WEST, A DISTANCE OF 809.39 FEET TO THE NORTHWEST CORNER OF SAID TRACT 2A-11; THENCE NORTH 06°57’26” WEST, A DISTANCE OF 101.95 FEET TO THE POINT OF BEGINNING. CONTAINING 210.7 ACRES, MORE OR LESS.

VERANDA BAY

PROPERTIES OWNED BY VERANDA BAY INVESTMENTS, LLC

TRACT 2A-A OF THE SUBDIVISION PLAT OF VERANDA BAY PHASE 2A, AS RECORDED IN PLAT BOOK 40, PAGES 65 THROUGH 70, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING 22.64 ACRES, MORE OR LESS.

TOGETHER WITH:

A PART OF SECTION 38 , TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING COMMENCE AT THE SOUTHEAST CORNER OF TRACT 2A-4 OF VERANDA BAY PHASE 2A AS RECORDED IN PLAT BOOK 40, PAGES 65 THROUGH 70 OF THE PUBLIC RECORDS OF SAID COUNTY AND SAID CORNER ALSO LIES ON THE WESTERLY RIGHT OF WAY LINE OF THE FLORIDA INTRACOASTAL WATERWAY; THENCE SOUTH 03°54’39” WEST, ALONG A WESTERLY LINE OF THE HISTORIC CHANNEL OF HAW LOVERS CREEK, A DISTANCE OF 57.72 FEET; THENCE SOUTH 19°27’17” EAST CONTINUING ALONG SAID WESTERLY LINE, A DISTANCE OF 644.30 FEET; THENCE SOUTH 68°58’11” EAST, A DISTANCE OF 113.95 FEET TO A POINT ON SAID FLORIDA INTRACOASTAL RIGHT OF WAY, THENCE SOUTH 21°17’55” EAST, A DISTANCE OF 338.95 FEET TO THE NORTHERLY LINE OF TRACT “PL-3” OF GARDENS AT HAMMOCK BEACH AS RECORDED IN PLAT BOOK 35, PAGES 80 THROUGH ; THENCE WESTERLY ALONG SAID NORTHERLY LINE THE FOLLOWING FIVE COURSES: SOUTH 69°58’00” WEST, A DISTANCE OF 666.02 FEET; THENCE SOUTH 20°00’08” WEST, A DISTANCE OF 243.62 FEET; THENCE SOUTH 69°00’06” WEST, A DISTANCE OF 512.95 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 475.00 FEET AND A CENTRAL ANGLE OF 36°00'11" AND AN ARC DISTANCE OF 298.48 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH 86°59’57” WEST AND A CHORD DISTANCE OF 293.59 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 75°04’31” WEST, A DISTANCE OF 102.42 FEET; THENCE NORTH 43°30’12” WEST, DEPARTING FROM SAID NORTHERLY LINE, A DISTANCE OF 153.12 FEET TO A POINT ON THE MOST SOUTH POINT OF SAID VERANDA BAY PHASE 2A; THENCE NORTHESTERLY AND EASTERLY ALONG THE EASTERLY AND SOUTHERLY LINES OF SAID VERANDA BAY PHASE 2A THE FOLLOWING EIGHTEEN COURSES: THENCE NORTH 40°42’12” EAST, A DISTANCE OF 202.16; THENCE NORTH 10°41’45” EAST, A DISTANCE OF 133.22 FEET; THENCE NORTH 24°30’13” WEST, A DISTANCE OF 127.26 FEET; THENCE NORTH 69°22’08” EAST, A DISTANCE OF 232.49 FEET; THENCE NORTH 20°51’44” WEST, A DISTANCE OF 115.00 FEET; THENCE NORTH 69°22’08” EAST, A DISTANCE OF 129.58 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 11°10’11”; THENCE NORTHWESTERLY ALONG SAID

CURVE AN ARC DISTANCE OF 4.87 FEET AND SUBTENDED BY A CHORD BEARING OF NORTH 26°34’59” WEST AND A CHORD DISTANCE OF 4.87 FEET TO A POINT ON SAID CURVE; THENCE NORTH 69°44’10” EAST, A DISTANCE OF 50.00 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90°22’02”; THENCE NORTHEASTRLY ALONG SAID CURVE AN ARC DISTANCE OF 39.43 AND SUBTENDED BY A CHORD BEARING OF NORTH 24°11’07” EAST AND A CHORD DISTANCE OF 35.47 FEET TO A POINT ON SAID CURVE; THENCE NORTH 21°21’56” WEST, A DISTANCE OF 50.00 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 11°10’11”; THENCE WESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 4.87 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH 74°57’14” WEST AND A CHORD DISTANCE OF 4.87 FEET TO A POINT ON SAID CURVE; THENCE NORTH 20°59'54"WEST, A DISTANCE OF 822.65 FEET TO A POINT OF A CURVE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 5.00 FEET AND A CENTRAL ANGLE OF 90°00’00”; THENCE NORTHEASTRLY ALONG SAID CURVE AN ARC DISTANCE OF 7.85 FEET AND SUBTENDED BY A CHORD BEARING OF NORTH 24°00’06” EAST AND A CHORD DISTANCE OF 7.07 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 69°00’06” EAST, A DISTANCE OF 503.11 FEET; THENCE SOUTH 20°54’52” EAST, A DISTANCE OF 180.00 FEET; THENCE NORTH 69°00’06” EAST, A DISTANCE OF 85.08 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 65.00 FEET AND A CENTRAL ANGLE OF 140°24’30”; THENCE SOUTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 159.29 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH 41°16’28” EAST AND A CHORD DISTANCE OF 122.32 FEET TO THE POINT OF TANGENCY OF SAID CURVE ; THENCE NORTH 69°00’58” EAST, A DISTANCE OF 250.79 FEET TO THE POINT OF BEGINNING. CONTAINING 35.44 ACRES, MORE OR LESS.

VERANDA BAY

SOLD TRACTS AND PLATTED LOTS

TRACT 1A-A, PART OF TRACT 1A-1, TRACT 1A-4, TRACT 1A-6, TRACT 1A-9, TRACT 1A-10, PART OF TRACT 1A-11, AND PART OF TRACT 1A-12, TOGETHER WITH LOTS 43 THROUGH 98, ALL OF THE SUBDIVISION PLAT OF **VERANDA BAY PHASE 1A**, AS RECORDED IN PLAT BOOK 40, PAGES 59 THROUGH 64, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

TOGETHER WITH:

TRACT 2A-B, PART OF TRACT 2A-1, TRACT 2A-2, TRACT 2A-3 AND TRACTS 2A-11, TOGETHER WITH LOTS 1 THROUGH 42 AND LOTS 99 THROUGH 122, ALL OF THE SUBDIVISION PLAT OF **VERANDA BAY PHASE 2A**, AS RECORDED IN PLAT BOOK 40, PAGES 65 THROUGH 70, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

EXHIBIT "B"

OWNER	POD AREA	TAX PARCEL	ACREAGE	
Veranda Bay Investments	B & C	Future Dev Tract 2A-A (38-12-31-7220-00000-2A0A)	22.64	
Veranda Bay Investments	E & M	Part of unplatted East side of John Anderson south of Phase 2A plat (Parcels E&M) 13-12-31-0000-01010-0000	35.44	
		APPROX TOTAL VBI ACREAGE		**58.08**
OWNER	**POD AREA**	**TAX PARCEL**	**ACREAGE**	
APPROVED PROPERTIES				
Palm Coast Intracoastal	A1 / Conservation	13-12-31-7201-00000-1A05 (Phase 1A, Tract 1A-5) - with conservation	42.09	
Palm Coast Intracoastal	A1	13-12-31-7201-00000-1A07 (Phase 1A, Tract 1A-7)	5.67	
Palm Coast Intracoastal	A1	13-12-31-7201-00000-1A08 (Phase 1A, Tract 1A-8)	2.66	
Palm Coast Intracoastal	A1 / Conservation	13-12-31-7201-00000-1A13 (Phase 1A, Tract 1A-13)	0.39	
Palm Coast Intracoastal	A1	38-12-31-7220-00000-2A01 (Phase 2A, Tract 2A-1) PART OF PRESIDIO EXTENSION ROAD	2.89	
Palm Coast Intracoastal	A1	38-12-31-7220-00000-2A04 (Phase 2A, Tract 2A-4)	3.59	
Palm Coast Intracoastal	A1	38-12-31-7220-00000-2A05 (Phase 2A, Tract 2A-5)	1.63	
Palm Coast Intracoastal	A1	38-12-31-7220-00000-2A06 (Phase 2A, Tract 2A-6)	0.30	
Palm Coast Intracoastal	A1	38-12-31-7220-00000-2A07 (Phase 2A, Tract 2A-7)	0.62	
Palm Coast Intracoastal	A1	38-12-31-7220-00000-2A08 (Phase 2A, Tract 2A-8)	0.81	
Palm Coast Intracoastal	A1	38-12-31-7220-00000-2A09 (Phase 2A, Tract 2A-9)	0.62	
Palm Coast Intracoastal	A1	38-12-31-7220-00000-2A10 (Phase 2A, Tract 2A-10)	27.19	
Palm Coast Intracoastal	A1	38-12-31-7220-00000-2A12 (Phase 2A, Tract 2A-12)	0.37	
Palm Coast Intracoastal	A1	38-12-31-7220-00000-2A13 (Phase 2A, Tract 2A-13)	0.55	
Palm Coast Intracoastal	A1	38-12-31-7220-00000-2A14 (Phase 2A, Tract 2A-14)	0.39	
Palm Coast Intracoastal	A1	38-12-31-7220-00000-2A15 (Phase 2A, Tract 2A-15) PART OF TRACT	0.03	
Palm Coast Intracoastal	A1	38-12-31-7220-00000-2A22 (Phase 2A, Tract 2A-22)	2.69	
		APPROX TOTAL PCI ACREAGE		**92.49**
OWNER	**POD AREA**	**TAX PARCEL**	**ACREAGE**	
SOLD TRACTS & PLATTED LOTS				
City of Flagler Beach	A1	13-12-31-7201-00000-1A0A (Phase 1A, Tract 1A-A)	0.06	
City of Flagler Beach	A1	38-12-31-7220-00000-2A0B (Phase 2A, Tract 2A-B)	0.06	
Gardens CDD	A1	13-12-31-7201-00000-1A01 (Phase 1A, Tract 1A-1) CORONADO ROAD NORTH AND PART OF BUENA VISTA BLVD.	4.29	
Gardens CDD	A1	13-12-31-7201-00000-1A04 (Phase 1A, Tract 1A-4)	8.82	
Gardens CDD	A1	13-12-31-7201-00000-1A06 (Phase 1A, Tract 1A-6)	3.82	
Gardens CDD	A1	13-12-31-7201-00000-1A09 (Phase 1A, Tract 1A-9)	0.87	
Gardens CDD	A1	13-12-31-7201-00000-1A10 (Phase 1A, Tract 1A-10)	1.40	
Gardens CDD	A1	13-12-31-7201-00000-1A11 (Phase 1A, Tract 1A-11) PART OF TRACT	0.52	
Gardens CDD	A1	13-12-31-7201-00000-1A12 (Phase 1A, Tract 1A-12) PART OF TRACT	0.40	
Gardens CDD	A1	13-12-31-7201-00000-2A01 (Phase 2A, Tract 2A-1) CORONADO ROAD SOUTH OF BUENA VISTA & P/O PRESIDIO BLVD.	2.84	
Gardens CDD	A1	38-12-31-7220-00000-2A02 (Phase 2A, Tract 2A-2)	4.50	
Gardens CDD	A1	38-12-31-7220-00000-2A03 (Phase 2A, Tract 2A-3)	0.41	
Gardens CDD	A1	38-12-31-7220-00000-2A11 (Phase 2A, Tract 2A-11)	10.83	
Phase 1A Platted Lot Owners	A1	Lots 43 through 98, Phase 1A Plat	10.36	
Phase 2A Platted Lot Owners	A1	Lots 1 through 42 and 99 through 122, Phase 2A Plat	10.95	
		APPROX TOTAL SOLD TRACTS & PLATTED LOTS ACREAGE		**60.13**
		TOTAL EAST SIDE ANNEXATION ACREAGE		**210.70**

City of Flagler Beach

Planning & Zoning Department
P.O. Box 70 * 800 S Daytona Ave.
Flagler Beach, FL 32136
www.cityoftlaglerbeach.com

To: Planning and Architectural Review Board

From: Lupita McClenning, City Planner

Re: Staff Report Voluntary Annexation
Application No. PAN 25-0001
Ordinance 2025-21

Date: October 2, 2025

Applicant:	Michael D. Chiumento, Esq.
Site Location:	East of John Anderson Highway & South of SR 100
Total Acreage:	+/- 211 Acres

In accordance with Florida Statutes 177, applicant filed a petition to voluntarily annex +/- 211 acres into the City of Flagler Beach. The subject property is located south of State Road (SR) 100, on the east side of John Anderson Highway in unincorporated Flagler County.

The proposed annexation meets the criteria set forth in Subsection 171.044, Florida Statutes regarding the character of the area to be annexed, as the property sought to be annexed is reasonably compact and contiguous to the City's boundary.

The required notice(s) of the annexation published once each week for 2 consecutive weeks in the local newspaper. The notice gave the ordinance number and a brief, general description of the subject property.

The City is taking action to expand the capacity of its potable water, wastewater and reuse and represents those facilities shall be in place and available to serve new development no later than the issuance by the City of Flagler Beach of a certificate of occupancy or its functional equivalent. See Exhibit C.

Additionally, the City of Flagler Beach currently provides water, wastewater; and through a mutual aid agreement provides police and fire services to nearby parcels in unincorporated Flagler which eliminates problems that could arise from service delivery to these areas.

In addition to the Florida Statutes 177, the proposed annexation is consistent with the goals and policies of the City's Comprehensive Plan, specifically Policy A.1.4.1 which states that the City shall investigate opportunities for annexation of commercial and value-added properties.

RECOMMENDATION

Based on the findings stated above, the petition for annexation meets requirements for a voluntary annexation and recommends the PARB recommend to the City Commission that the subject property be included within the corporate area and City limits of Flagler Beach.

To: Planning Architectural Review Board

From: Lupita McClenning, City Planner

RE: Staff Memo | Pre-Annexation Agreement Veranda Bay | Ordinance 2025-21

Date: September 29, 2025

In Florida, a **pre-annexation agreement** is a contract between a municipality and property owner(s) or developer in an adjacent unincorporated area. The agreement sets the terms and conditions under which the property is to be developed and subsequently annexed into the city. A pre-annexation agreement in Florida is a legally binding contract that outlines the terms for annexation, typically including the geographic area, future land use, provision of public services, and financing plans for the annexed area, before the actual annexation takes place.

Key components of a pre-annexation agreement

Pre-annexation agreements are primarily used for voluntary annexations initiated by a property owner. The agreements define the following terms:

- Future land use and zoning: A city may adopt zoning for an area it plans to annex to ensure a smooth transition and consistent development standards.
- Provision of urban services**:** The annexing municipality is required to provide the new area with urban services, including water, sewer, police, and fire protection, on substantially the same basis as the rest of the city.
- Financial obligations**:** The agreement can outline the method for financing the extension of services, including water and sewer mains, into the annexed area.
- Development standards**:** It can specify the terms of development, such as the maximum number of dwelling units or square footage for specific land uses.

Florida statute

The process for annexation is primarily governed by Chapter 171, Florida Statutes. Key provisions related to pre-annexation agreements include:

- **Comprehensive plan consistency:**
  Any land use or zoning terms in a pre-annexation agreement must be consistent with the city's comprehensive plan. Florida's Local Government Comprehensive Planning and Land Development Regulation Act requires all land use decisions to align with the plan.
- **Procedural requirements:**
  Pre-annexation Agreements must follow the notice and hearing requirements outlined in Chapter 171 of the Florida Statutes.
- **Valid conditional zoning**
  To be legally enforceable, a pre-annexation agreement must use a legitimate form of "conditional zoning," where the developer makes a unilateral promise to the city.

Examples of valid provisions:

- Voluntary restrictions**:** The developer can propose to use the property under a set of self-imposed restrictions that are *more* stringent than the city's general zoning code. The city can then approve the rezoning based on its determination that this restricted use is in the public interest.
- Restrictive covenants**:** The agreement can legally incorporate restrictive covenants—private, enforceable promises tied to the property's deed—as part of the annexation and zoning process. This provides assurance that future development will meet certain standards.

Statutes impose other limits on what can be negotiated in a pre-annexation agreement.

- A municipality cannot use a pre-annexation agreement to shirk its statutory duty to provide urban services to the annexed area. The agreement must include a plan for extending major services like water, sewer, police, and fire protection on substantially the same basis as the rest of the city.
- The municipality cannot force the newly annexed property to finance the full cost of extending major trunk water and sewer lines, though it can set a timetable for their construction.

Senate Bill 180

Senate Bill 180 (2025) became law Florida June 2025. The law limits the ability of local governments to enact moratoriums, restrict development, or impose burdensome procedures for new construction and reconstruction within a specific radius of hurricanes after a federal disaster declaration.

- In accordance with Senate Bill 180, the City discloses that the Developer has proposed and can propose Voluntary restrictions and to use the property under a set of self-imposed restrictions that are *more* stringent than the city's general zoning code. The city can then approve the rezoning based on its determination that this restricted use is in the public interest.
- Restrictive covenants**:** The agreement can legally incorporate restrictive covenants—private, enforceable promises tied to the property's deed—as part of the annexation and zoning process as assurance development will meet standards.

Planning Architectural Review Board

The City Commission will act on the Pre-Annexation Agreement(s) and Annexation Ordinance(s). Forthcoming for review and considerations are staff report/findings for:

(2) Future Land Use Map Amendment(s);

(2) Site Specific Policy Text Amendment(s), and

(2) Master Planned Development Agreements(s); and

(6) Developer’s Application(s), Agreements, Maps, and Exhibits.

Staff Finding:

Applicant: Michael D. Chiumento, Esq.
Site Location: East side of John Anderson Highway & South of SR 100
Total Acreage: 211 +/- acres
Veranda Bay is a voluntary annexation; in accordance with Ch 171 F.S. notice and hearing requirements have been met and will be met up through adoption.

A feasibility study for the proposed annexation has been completed which includes maps, description of general land use patterns, and demonstrates the City's ability to provide municipal services, including water and sewer services. *Excerpt Feasibility Study Section 10, MPDA*.

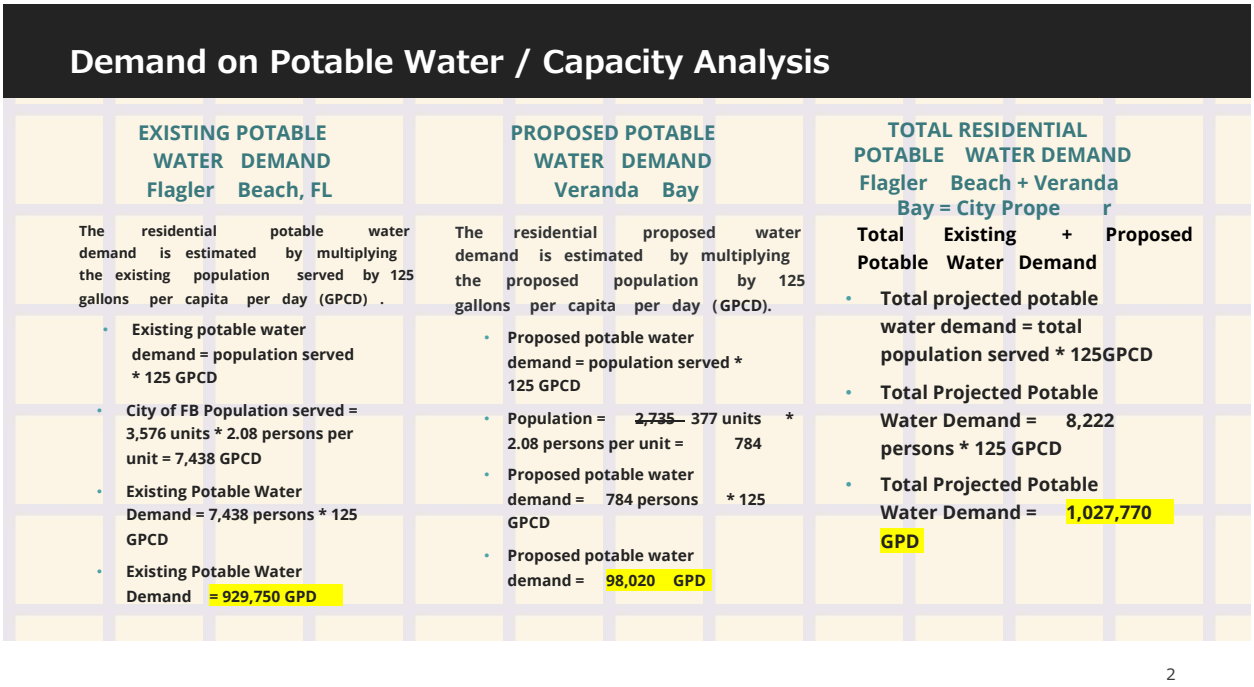
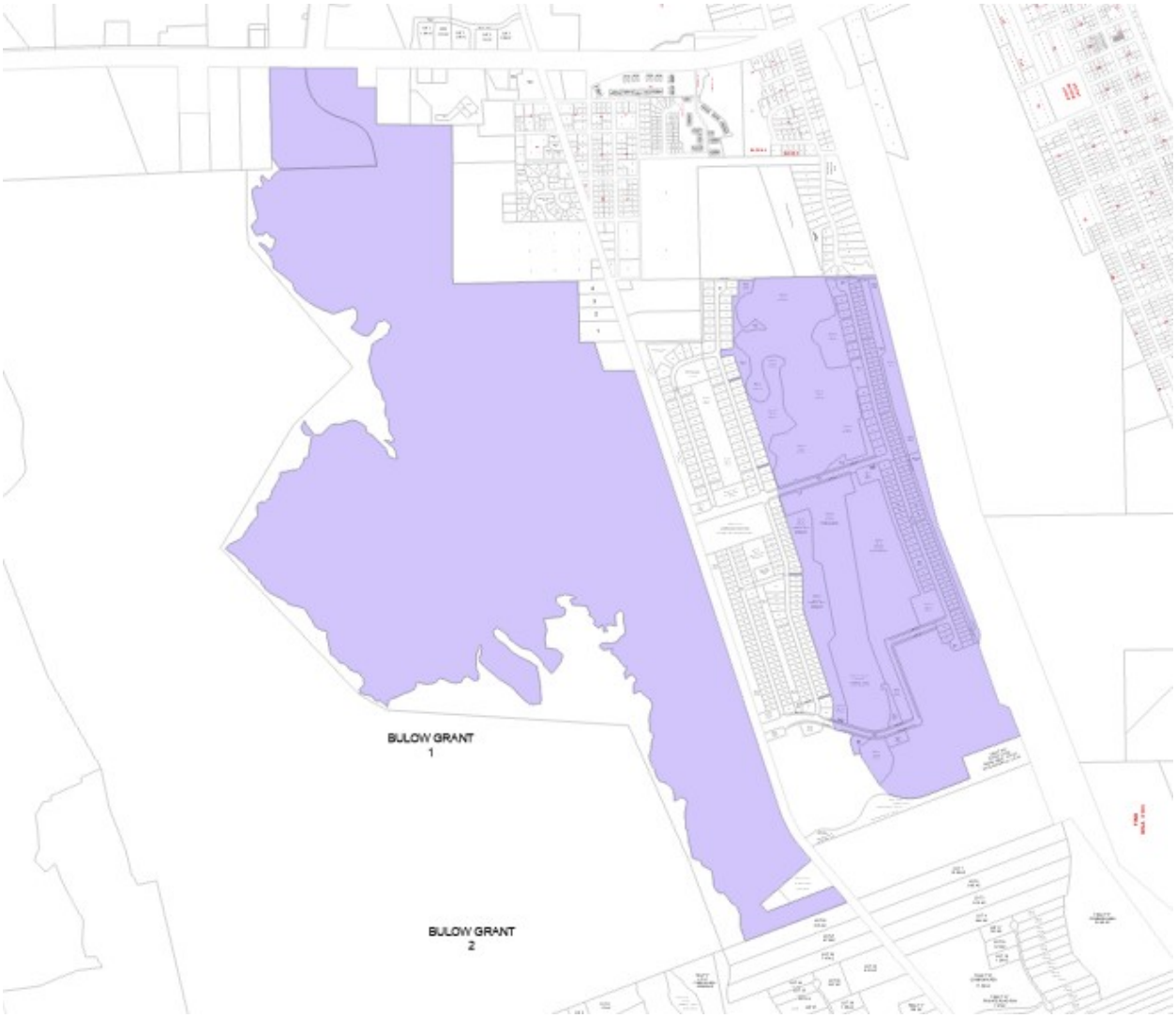


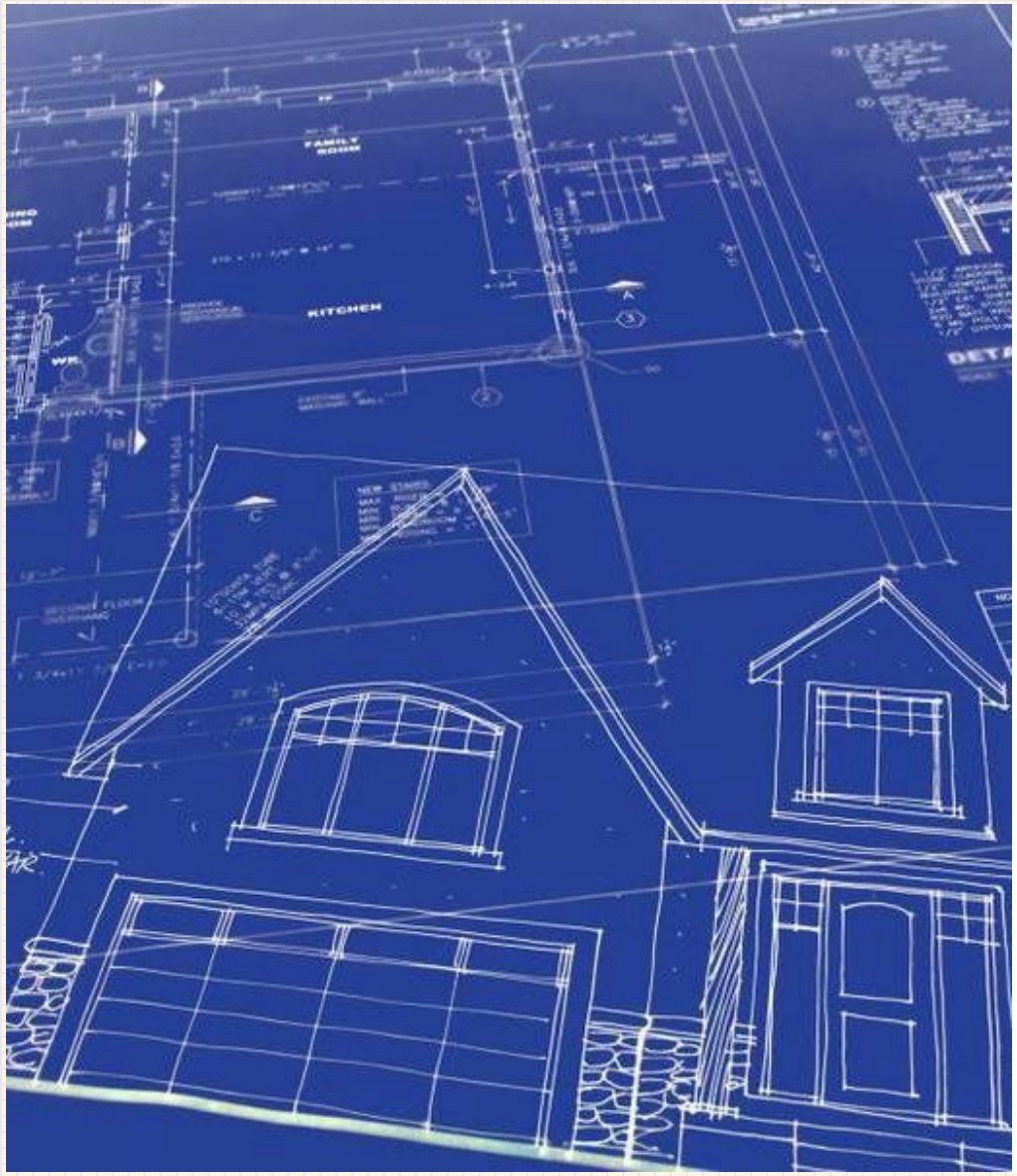
Figure 1 Excerpt Potable Water Demand and City Ability to Meet Demand

Staff Recommendation
The Pre-Annexation Agreement and Annexation Ordinance 2025-21 meet Ch 171 statutory requirements, and consistent with the City's Comprehensive Plan.

Staff recommends the Planning and Architectural Review Board find the Pre-Annexation and Annexation Ordinance 2025-21 meets Ch 171 statutory requirements, is consistent with the City's Comprehensive Plan, and consistent with SB 180; and to forward to the City Commission with the recommendation the City Commission approve Pre-Annexation Agreement and Annexation Ordinance 2025-21 as it meets statutory requirements of Ch 171, and is consistent with the City's Comprehensive Plan and is consistent with SB 180.



Source: Flagler County GIS Map 1 Annexation Veranda Bay & Summertown



City Commission

NOVEMBER 13, 2025

CITY COMMISSION CHAMBERS

Background Summary

Timeline

City Commission Transmits Large Scale FLUM

Sept 2024

FL Commerce sends City FB two (2) competing emails

Oct 2024

FL Commerce changes status of Large-Scale FLUM to DRI

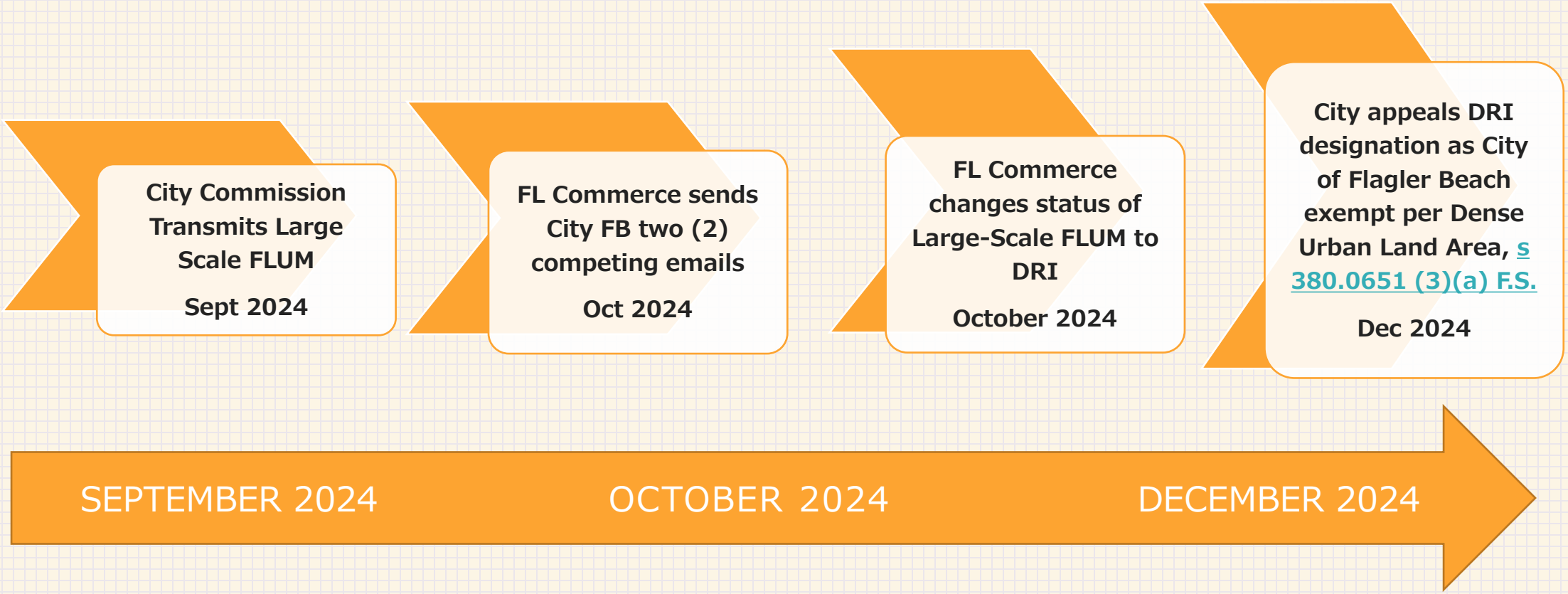
October 2024

City appeals DRI designation as City of Flagler Beach exempt per Dense Urban Land Area, s 380.0651 (3)(a) F.S.

Dec 2024/Jan 2025

SEPTEMBER 2024 OCTOBER 2024 DECEMBER 2024

Summary: *September - December 2024*



Large Scale Future Land Use Amendment State Requirements

Florida Commerce Requirements

Per Section 163 of Florida Statute, the amendment includes a planning analysis which considers:

- The character of undeveloped lands;
- The availability of, and the impacts to the City's facilities and services;
- An analysis of the soils, topography, natural resources, and historic resources on site; and
- Analysis of the minimum amount of land needed to achieve goals and requirements.

Section 163.3184(4), Florida Statutes

1. Staff, local planning agency, and local governing recommendations.
2. Supporting documents on which recommendations regarding plan amendment is based.
3. Future land use map amendments must include color maps depicting:
    a. Proposed future land use designation.
    b. Boundary of property, surrounding street and thoroughfare network.
    c. Present future land use map designations and abutting properties.
4. Existing land use map depicting:
    a. Existing land use(s) of property and abutting properties.
    b. Size of property in acres.
5. Description of change in population, availability of, and demand on sanitary sewer, solid waste, drainage, potable water, traffic circulation, school concurrency, and recreation.
6. Consistency of proposed land use amendments with the future land use element goals, objectives and policies.

City Moves Forward 2025 Q1, Q2, and Q3



Elements in Compliance w/State

- ✓ Updated Water Facilities Supply Plan (WFSP)
- ✓ Legislative Updates in compliance w/State (2021-2024)
- ✓ Capital Improvement Plan and Facilities Element(2025-2030)
- ✓ Property Rights Element

With Comp Pan Amendments and Water Supply Plan in compliance with the State, the City can move forward leveraging projects with grant funding in accordance with capital improvement plan and schedule;

The City can also monitor and evaluate how programs/projects are satisfying goals and objectives to meet the City's needs; and

The City can recommend map and text amendments, accordingly setting policies, goals, and objectives.









Public and Agency Comments 2024

COMMENTS INCLUDED IN DEVELOPMENT AGREEMENT



2024 Public and Agency Comments

Policies in MPDA

- No burning for ground clearing.
- No access to/from Palm Dr.
- Up to 100’ average Buffer around Bulow Creek.

Policies in MPDA

- All necessary infrastructure to be constructed concurrently, or prior to construction of phase as approved by the city; and prior to issuance of building permits.

Policies in MPDA

- Roadways to be constructed concurrently w/development of adjacent lots to ensure contiguous roadways available at all times; and prior to issuance of building permits.

2024 Public and Agency Comments

Policies in MPDA

- Dedicate or cause to be conveyed to the City a two-acre (2) park site with direct access to John Anderson Highway.
- No private well sites.
- Recreation facility on west side of JAH.

Policies in MPDA

- 98 acres of commercial development along State Road 100.
- Passive trail and recreation.
- Coordinate with County to link to County Blue Way trails.



Q4 – 2025

Two (2) Pre-Annexation Agreements

VERANDA BAY | SUMMERTOWN



2025

2 Distinct Annexation Submittals

2 Distinct Future Land Use Map and Text Amendments

2 Distinct Master Planned Development Agreements

VERANDA BAY | SUMMERTOWN







Agenda

- Veranda Bay Petition for Voluntary Annexation 211+/- acres – Lupita McClenning
- Veranda Bay Request for Large Scale Future Land Use Amendment 234+/- acres – City Planner
- Veranda Bay Request to amend Zoning Map from Flagler County PUD to City of Flagler Beach Master Planned Development (MPD) District – Lupita McClenning
- Veranda Bay 2025 Master Planned Development Agreement – Section Overview

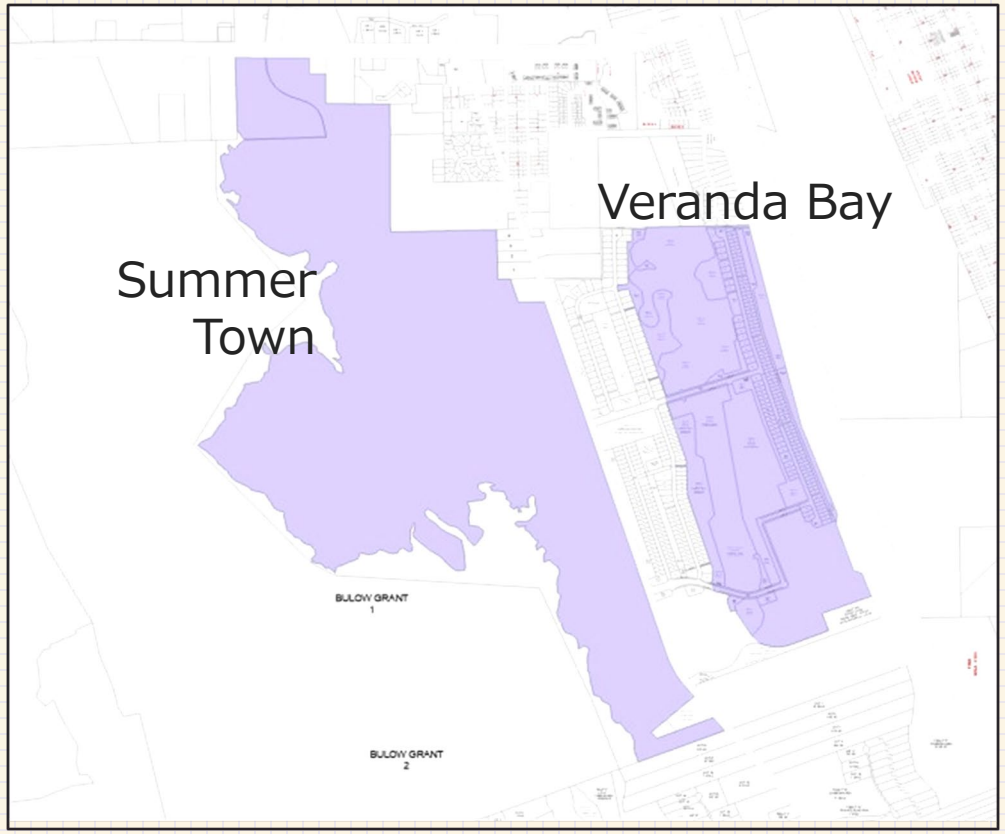
Voluntary Annexation

VERANDA BAY



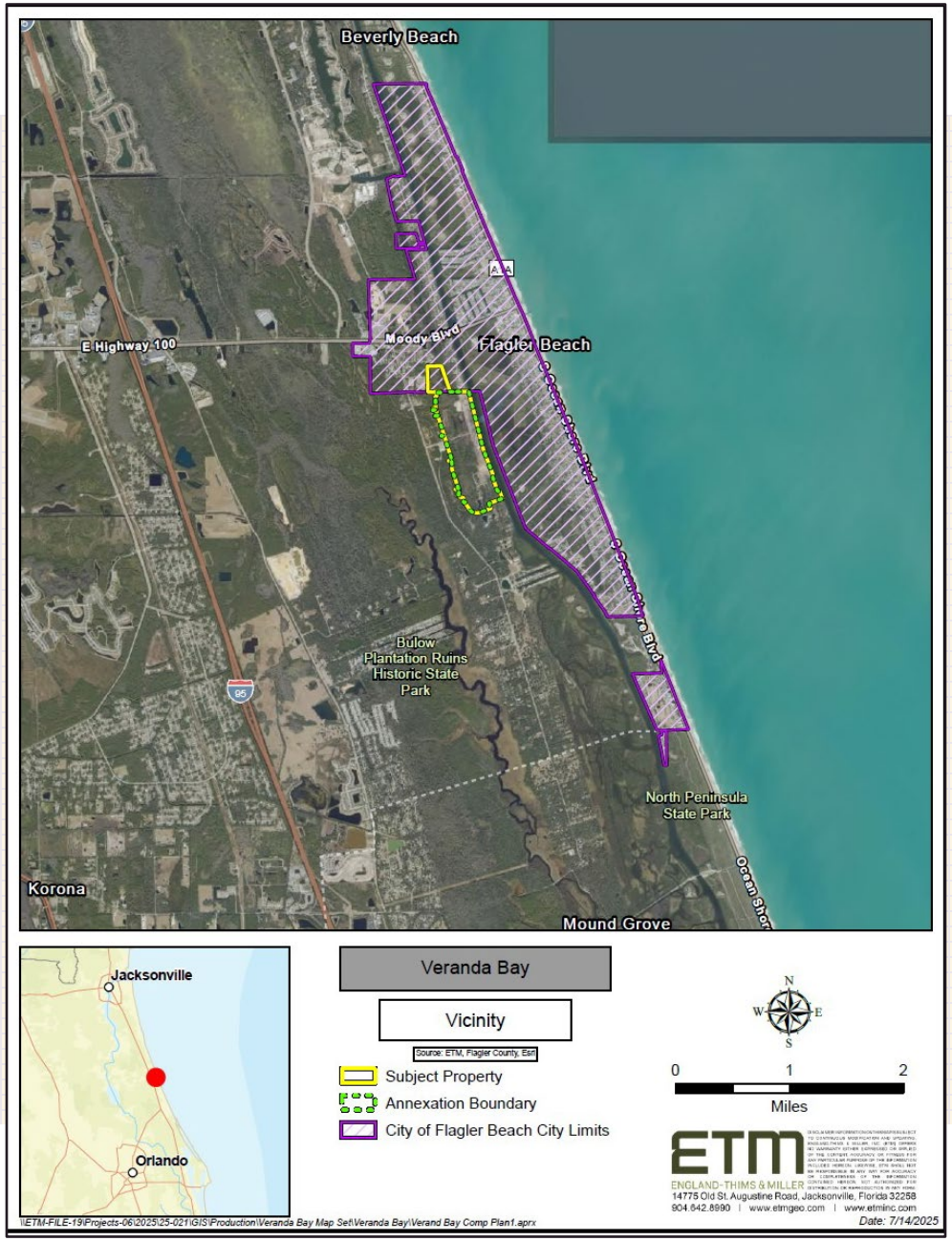
Voluntary Annexation into City of Flagler Beach, FL

Veranda Bay Marina Annexation +/- 211 acres



Location of Veranda Bay Marina

- **The property is in unincorporated Flagler County, east of John Anderson Highway and south State Road 100.**
- **Access to Veranda Bay is from John Anderson Highway.**



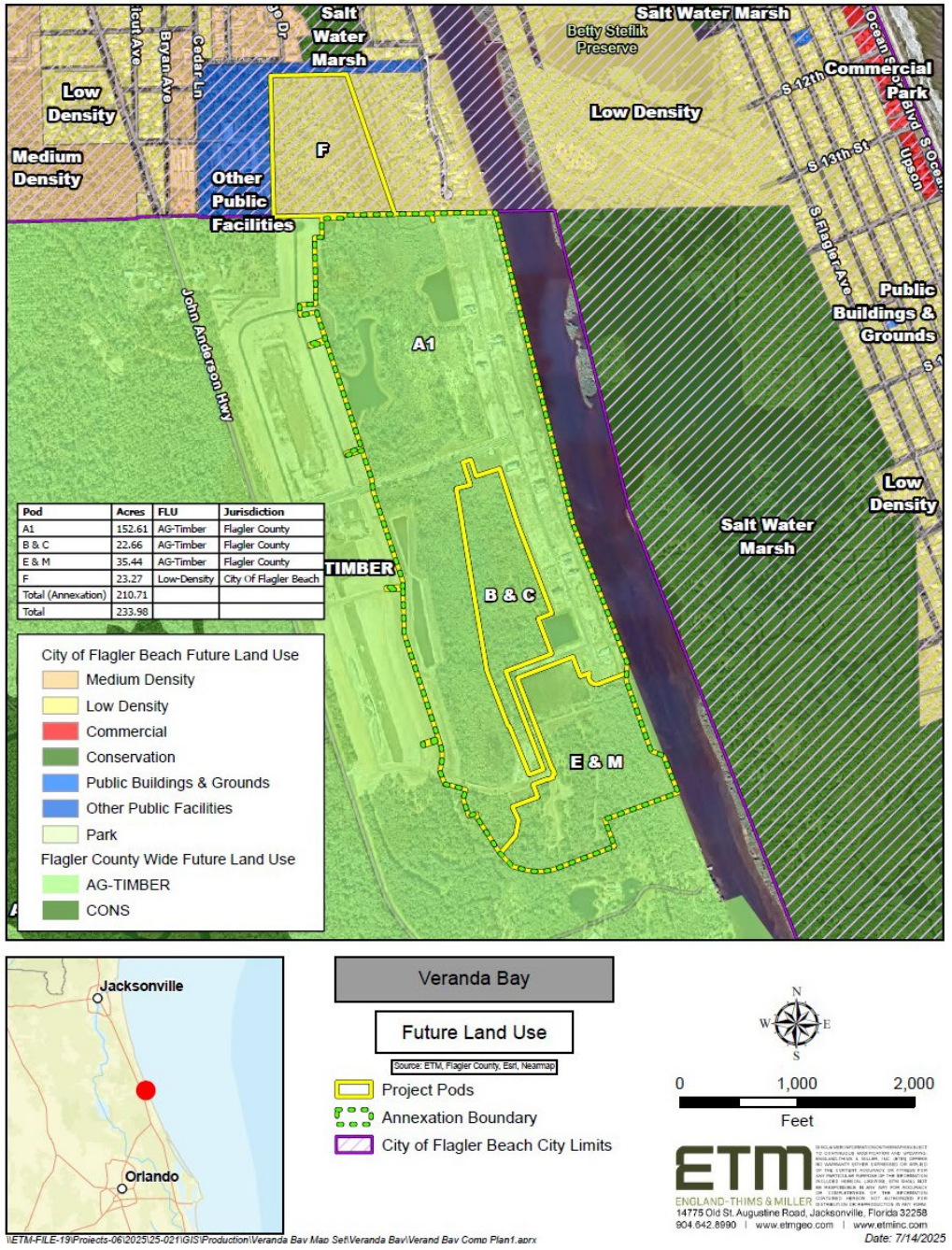
Veranda Bay Voluntary Annexation 211+/- acres

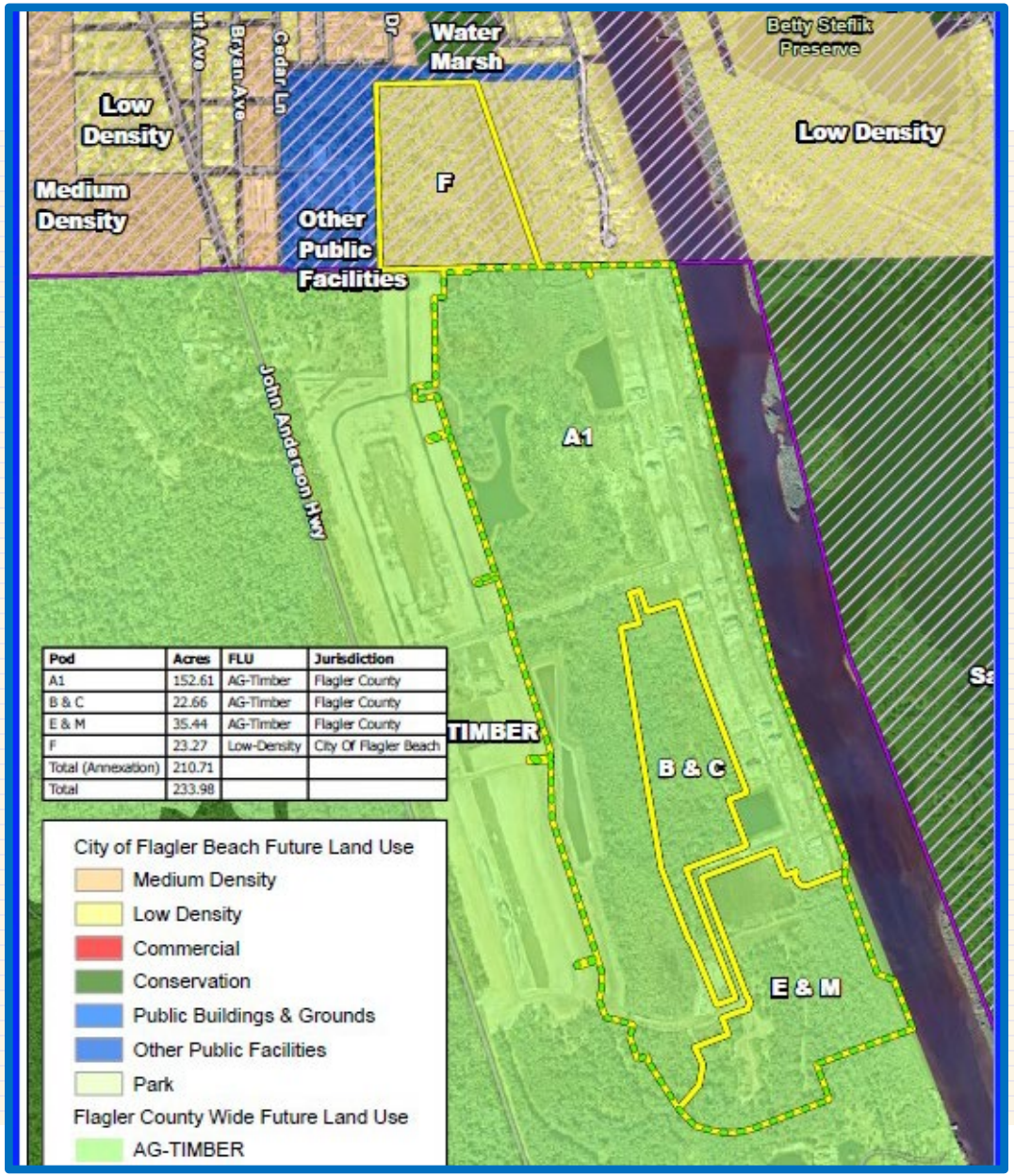
The proposed annexation meets criteria set forth in Subsection 171.044, Florida Statutes regarding the character of the area to be annexed.

The property to be annexed is reasonably compact and contiguous to the boundaries of the City's existing boundary.

Large Scale Future Land Use Amendment

VERANDA BAY





VERANDA BAY MARINA
234 +/- ACRES FLUM

The intent is to develop a Mixed-Use, Low Density Residential, General Commercial, and Marina Village.

The residential opportunities include single-family, townhomes/duplex, condominium, multi-family, and mixed use.

VERANDA BAY

Site Specific Policy

TEXT AMENDMENT TO COMP PLAN



Site Specific Policy Comp Plan Text Amendment(s)

Veranda Bay Site Specific Policy

- **Policy A.1.1.3.H Development of the Property shall be limited to a maximum of 377 residential units, a maximum of 16,200 square feet of nonresidential uses and a maximum of 150 marina berths ("Development Plan").**

Summertown Site Specific Policy

- **Policy A.1.1.3.I Development of the Property shall be limited to a maximum of 1,640 residential units, a maximum of 840,000 square feet of nonresidential uses and a maximum of 250 hotel rooms ("Development Plan").**

LIMITING POLICY

- **In accordance with Senate Bill 180, the City discloses that the Developer proposes Voluntary restrictions, and to use the property under a set of self-imposed restrictions that are *more* stringent than the city's general zoning code.**
- **The city can then approve the rezoning based on its determination that this restricted use is in the public interest.**



Demand on Infrastructure

VERANDA BAY



FUTURE LAND USE CITY OF FLAGLER BEACH

VERANDA BAY MARINA		
Acres	POD	FLUM
153 acres +/-	A1	Low Density
23 acres +/-	B & C	Low Density
35 acres +/-	E & M	Commercial PUD
23.27 acres +/-	F	Low Density
TOTAL 234 Acres	Open Space 40%	

Veranda Bay proposed FLUM Map -City of Flagler Beach

Demand on Potable Water / Capacity Analysis Veranda Bay

EXISTING POTABLE WATER DEMAND Flagler Beach, FL

The residential potable water demand is estimated by multiplying the existing population served by 125 gallons per capita per day (GPCD).

- Existing potable water demand = population served * 125 GPCD
- City of FB Population served = 3,576 units * 2.08 persons per unit = 7,438 GPCD
- Existing Potable Water Demand = 7,438 persons * 125 GPCD
- Existing Potable Water Demand = 929,750 GPD

PROPOSED POTABLE WATER DEMAND Veranda Bay

The residential proposed water demand is estimated by multiplying the proposed population by 125 gallons per capita per day (GPCD).

- Proposed potable water demand = population served * 125 GPCD
- Population = 377 units * 2.08 persons per unit = 784
- Proposed potable water demand = 784 persons * 125 GPCD
- Proposed potable water demand = 98,020 GPD

TOTAL RESIDENTIAL POTABLE WATER DEMAND Flagler Beach + Veranda Bay = City Proper

Total Existing + Proposed Potable Water Demand

- Total projected potable water demand = total population served * 125GPCD
- Total Projected Potable Water Demand = 8,222 persons * 125 GPCD
- Total Projected Potable Water Demand = 1,027,770 GPD

Non-Residential (Commercial) Potable Water Demand Veranda Bay

EXISTING COMMERCIAL POTABLE WATER DEMAND
Flagler Beach

The non-residential potable water demand is calculated at a rate of 2,000 gallons per acre per day. The City currently has 13.41% of its land use zoned non-residential, or 324 acres with an average General Commercial impervious surface of 75% or 243 acres.

The non-residential wastewater demand is calculated as follows:

- Existing non-residential potable water demand = number of acres * 2000 GPD
- Existing wastewater demand = 243 acres * 2000 GPD
- Existing non-residential demand = 486,000 GPD

PROPOSED COMMERCIAL POTABLE WATER DEMAND
Veranda Bay

The proposed non-residential potable water demand for Veranda Bay is estimated by multiplying the non-residential square footage by .10 gallons per day (GPD).

- Non-residential water demand = 16,200 SQFT * .10 GPD/SQFT
- Proposed non-residential water demand = 1,620 GPD

TOTAL COMMERICAL POTABLE WATER DEMAND
Flagler Beach + Veranda Bay

The total non-residential potable water demand is

486,000 + 1,620 =

487,620 GPD

As part of the site plan/plat review process, the developer coordinates with the City of Flagler Beach Engineering.

Demand on Potable Water / Capacity Analysis Summer Town

EXISTING POTABLE WATER DEMAND
Flagler Beach

The residential potable water demand is estimated by multiplying the existing population served by 125 gallons per capita per day (GPCD).

- Existing potable water demand = population served * 125 GPCD
- City of FB Population served = 3,576 units * 2.08 persons per unit = 7,438 GPCD
- Existing Potable Water Demand = 7,438 persons * 125 GPCD
- Existing Potable Water Demand = 929,750 GPD

PROPOSED POTABLE WATER DEMAND
Summer Town

The residential proposed water demand is estimated by multiplying the proposed population by 125 gallons per capita per day (GPCD).

- Proposed potable water demand = population served * 125 GPCD
- Population = 1,640 units * 2.08 persons per unit = 3,411
- Proposed potable water demand = 3,411 persons * 125 GPCD
- Proposed potable water demand = 426,400 GPD

TOTAL RESIDENTIAL POTABLE WATER DEMAND
Flagler Beach + Summer Town

Total Existing + Proposed Potable Water Demand

- Total projected potable water demand = total population served * 125GPCD
- Total Projected Potable Water Demand = 10,849 persons * 125 GPCD
- Total Projected Potable Water Demand = 1,356,125 GPD

Non-Residential (Commercial) Potable Water Demand Summer Town

EXISTING COMMERCIAL POTABLE WATER DEMAND
Flagler Beach

The non-residential potable water demand is calculated at a rate of 2,000 gallons per acre per day. The City currently has 13.41% of its land use zoned non-residential, or 324 acres with an average General Commercial impervious surface of 75% or 243 acres.

The non-residential wastewater demand is calculated as follows:

- Existing non-residential potable water demand = number of acres * 2000 GPD
- Existing wastewater demand = 243 acres * 2000 GPD
- Existing non-residential demand = 486,000 GPD

PROPOSED COMMERCIAL POTABLE WATER DEMAND
Summer Town

The proposed non-residential potable water demand for Summer Town is estimated by multiplying the non-residential square footage by .10 gallons per day (GPD).

- The submittal back-up proposed non-residential water demand = 840,000 SQFT * .10 GPD/SQFT
- Proposed non-residential water demand = 84,000 GPD

TOTAL COMMERICAL POTABLE WATER DEMAND
Flagler Beach + Summer Town

The total non-residential potable water demand is

486,000 + 84,000=

570,000 GPD

As part of the site plan/plat review process, the developer will coordinate with the City of Flagler Beach Engineering Department.

Demand on Residential Wastewater Capacity Analysis

The City currently owns and operates one wastewater treatment plant (WWTP), located three miles east of the WTP, which is being upgraded to treat 1.5 mg with expansion up to 2.0 mgd.

The WWTP provides advanced secondary treatment and disposes of the effluent into the Intracoastal Waterway.

Existing Wastewater Demand Flagler Beach

The residential wastewater demand for each residential unit is calculated at 119/gal/person * 2.08 persons = 248 GPD/unit:

Existing wastewater demand = *units served *248 GPD/unit

Existing wastewater demand = 3576 * 248 GPD/unit

Existing wastewater demand = 886,848 GPD

Proposed VB + Summer Town Wastewater Demand

The proposed residential wastewater demand is calculated as follows:

Proposed wastewater demand = Total number units *248 GPD/unit

Population = 1640 + 377 = 2,017 units * 248 GPD/unit =

Proposed wastewater demand = 500,216 GPD

Total FB + Summer Town + VB Wastewater Demand

The proposed residential wastewater demand is calculated as follows:

Proposed wastewater demand = Total number units *248 GPD/unit

Population = 5593 units * 248 GPD/unit = 5,688

Proposed wastewater demand = 1,387,064 GPD

FLUM Map and Text Amendment Veranda Bay

STAFF RECOMMENDATION

The applicant proposes to amend the Future Land Use (FLUM) map for approximately +/- 234 acres of Flagler County designations from Agriculture, Conservation, and Mixed-Use High Intensity to the City of Flagler Beach designations of Low Density Residential (LDR), and General Commercial (GC).

The applicant proposes a text amendment voluntarily limiting the maximum number of residential units to 377 units, a maximum of 16,200 square feet of nonresidential uses, and a maximum of 150 marina berths. Land uses permitted within the Low Density Residential and Commercial Future Land Use designation shall be allowed as permitted in the City Comprehensive Plan and Land Development Regulations (July 2025).

Staff recommends the Planning and Architectural Review Board (PARB) find the Large-Scale Future Land Use Amendment (FLUM) map and Text Amendment consistent with the Comprehensive Plan and in compliance with SB 180, and to recommend to the City Commission to approve FLUM Map amendment from unincorporated Flagler County land use designations to the City of Flagler Beach land use designations of Low Density Residential and General Commercial; and to recommend to the City Commission to approve the limiting site policy text amendment, Policy A.1.1.3.H.

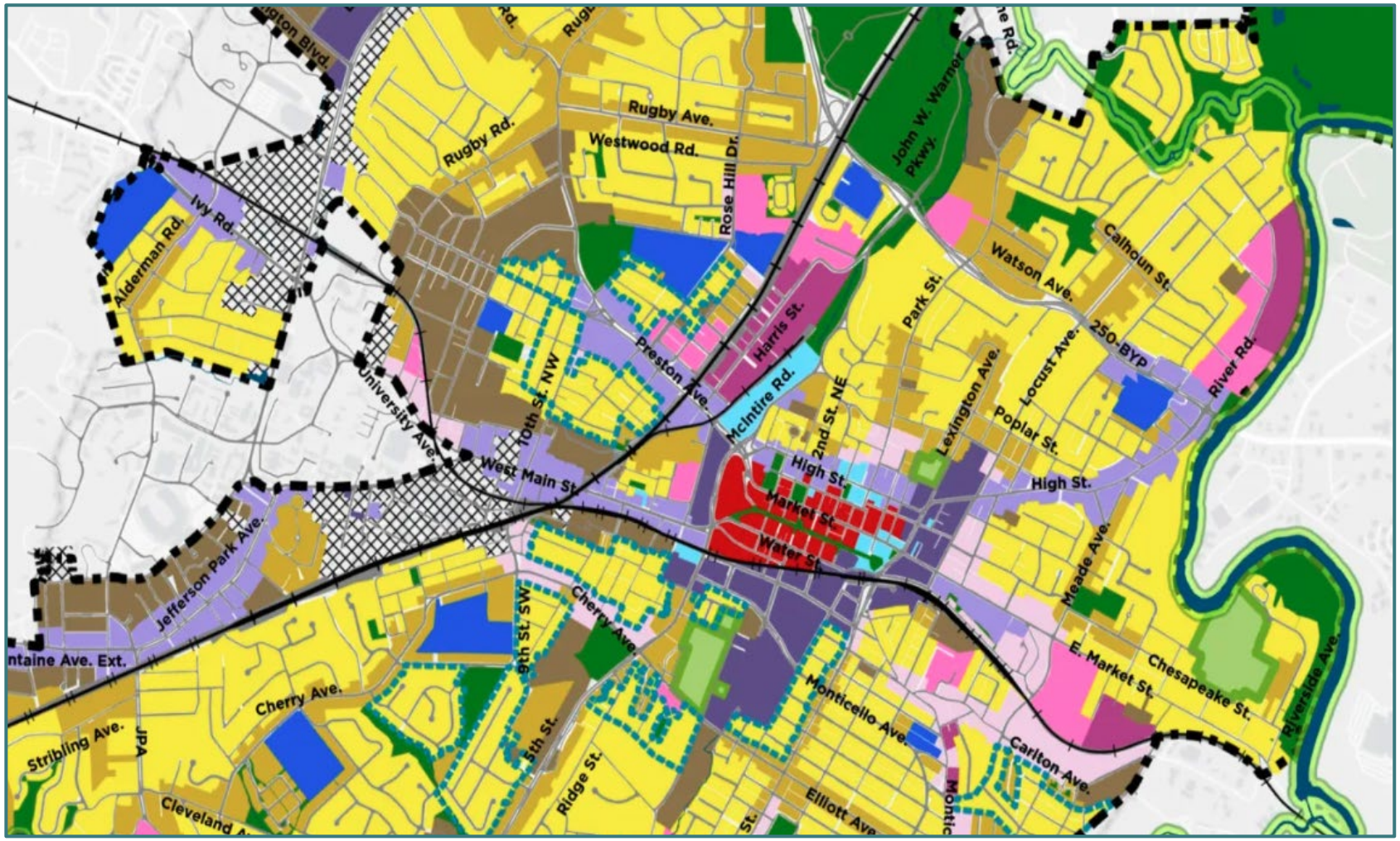
Master Planned Development Agreement

VERANDA BAY MARINA



What is the Master Development Agreement(MPDA) ?

The MPDA works as a zoning ordinance. It regulates the development of buildings, activities, and land uses.



WHY IS IT IMPORTANT?

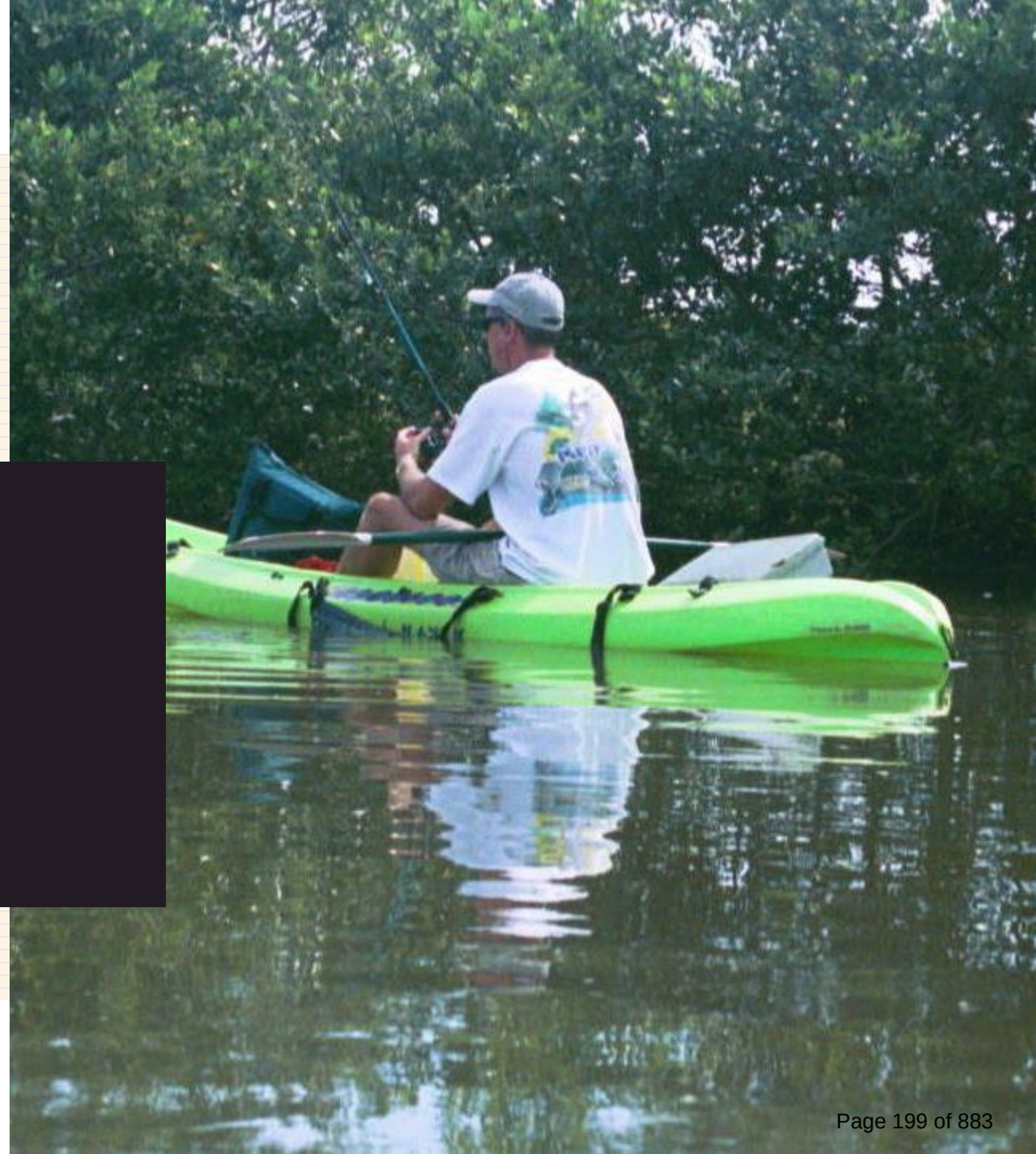
Zoning affects how the City looks and works, now and in the future.

Development regulations affect the quality of development.



SECTION 3

THE PROJECT AND MASTER PLAN



SECTION 3 - Master Planned Development Agreement Veranda Bay *pgs 4 & 5 of 47*

Mixed-Use Development 234 Acres

The Project

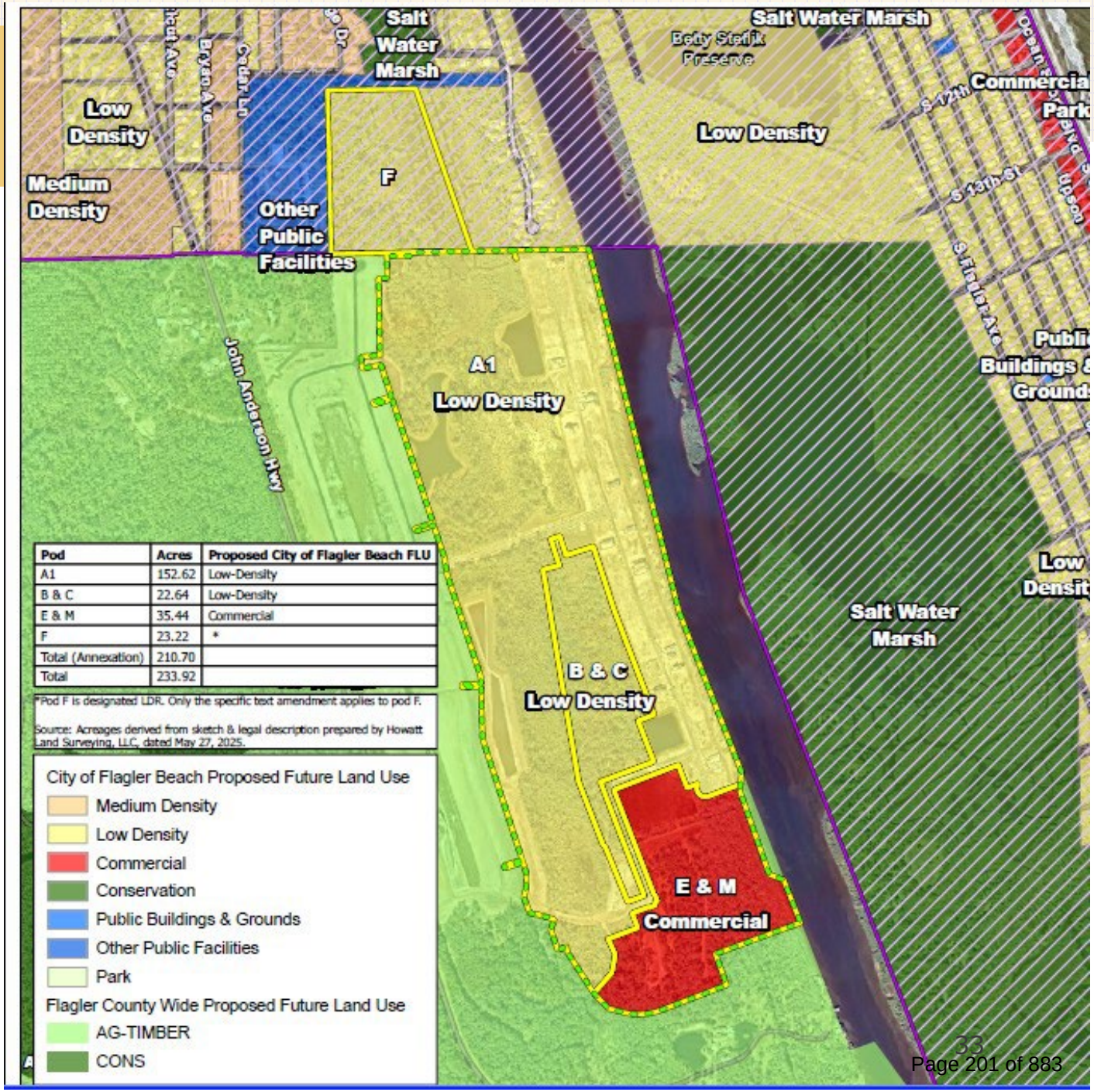
(a) Veranda Bay Marina - mixed-use, low-density development providing commercial and significant open space, including preserved lands. Preserved lands subject to passive recreation, conservation areas, a marina basin, buffers, and wetlands. *See Exhibit D FLUM pods A1, B&C, E&M and F; and definitions for preserved lands.*

- **Veranda Bay Marina 377 DU**
  - 1.6 units per acre gross residential development. *See permitted uses/types*
  - 3 units an acre per pod
- **Marina Village**
  - 16,200 SQFT Commercial. *See permitted uses and definitions.*
- **Open Space**
  - Minimum of forty percent (40%) *See definitions.*

Section 3 – Map Future Land Use

See Exhibit D FLUM pods A1, B&C, E&M and F;

- Veranda Bay Marina 377 DU
  - 1.6 DU/acre gross residential development
  - 3 DU/acre per pod
- Marina Village (E & M)
  - 16,200 SQFT Commercial
- Open Space
  - Minimum forty percent (40%)



Mixed Use Adjacent to Intracoastal Waterway Marina



commercial or private marina



ship store



fueling station



restaurants



retail



commercial integrated w/residential

Section 4

MPD DEVELOPMENT REVIEW PROCESS



Section 4 – Master Plan and Development Review/Approval Process *pgs. 5 & 6 of 47*

The MPD Master Plan generally depicts the layout of the Project and delineates the approximate property boundaries, project entrances, general location of tracts and intended uses, which may be further refined. MPD Master Plan satisfies the requirements of the City's Comprehensive Plan, the LDR, and other City regulations, including but not limited to City Ordinance 2024-06 and can proceed directly to applications for preliminary plat or site plan approval.

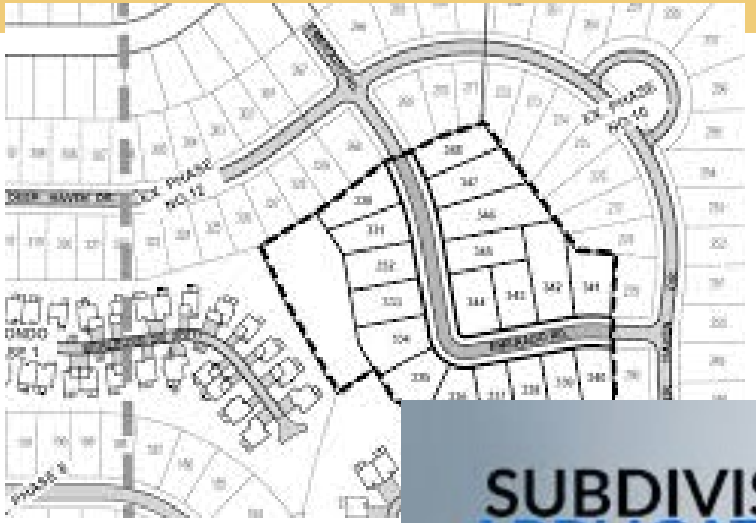
The MPD Master Plan aligns with the Comprehensive Plan, goals and policies.

Including the exception of PUD performance standards, as outlined in Ordinance 2024-06, Master Planned District zoning category, the Veranda Bay MPD aligns with the City's Land Development Regulations.

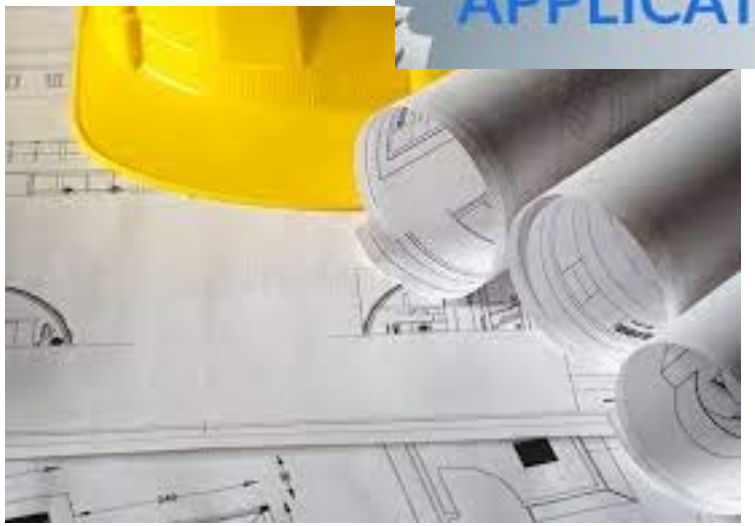
This section also references the construction timing and phasing. (Phasing previously submitted to School Board.) - LM

Section also states in the event development activities cease for a period of ten (10) years, the agreement expires unless agreed to by both parties.

What is a Subdivision Regulation?



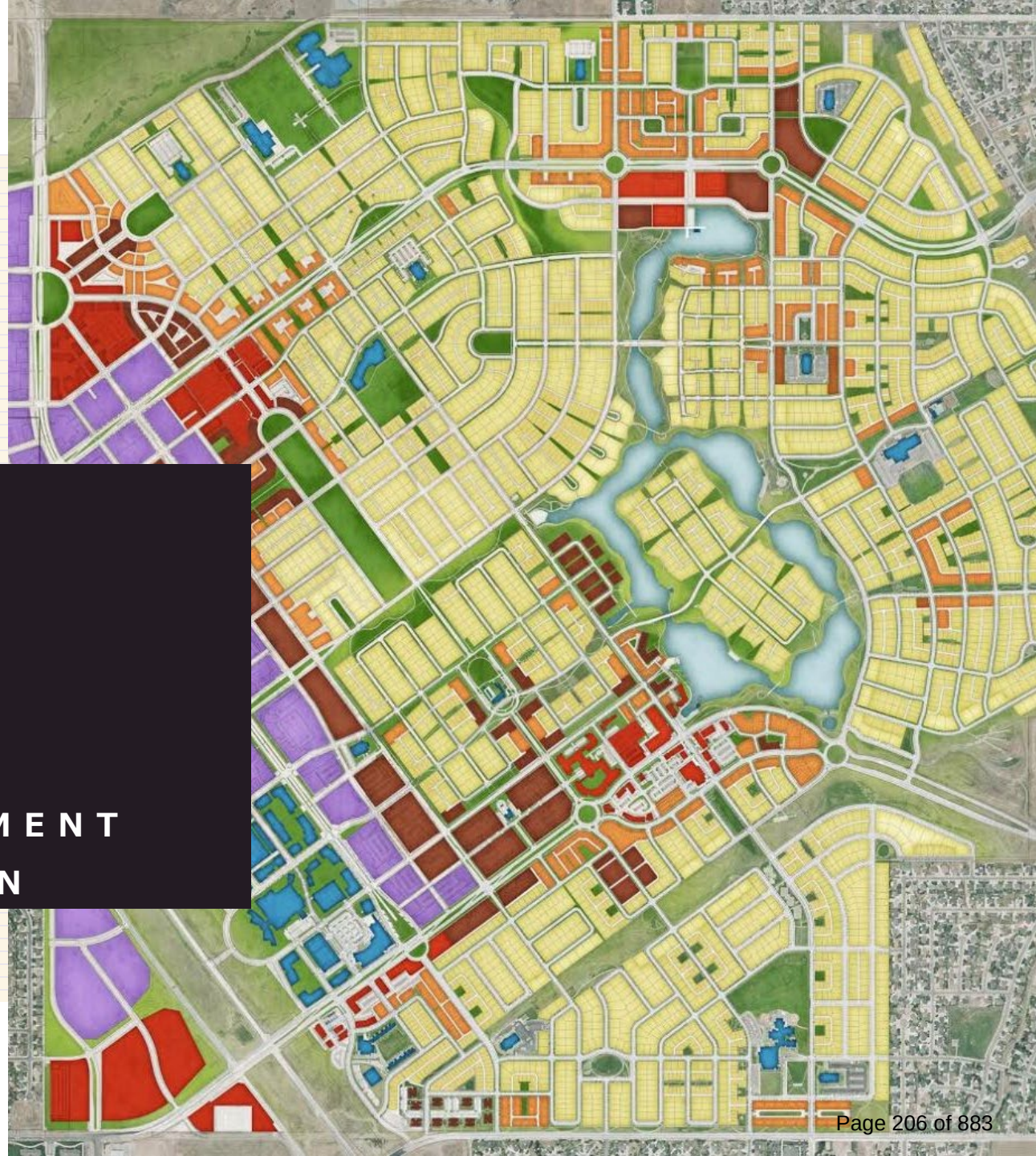






Section 5

MODIFICATIONS TO DEVELOPMENT AGREEMENT AND MASTER PLAN



Section 5 – Modifications to Development Agreement *pgs. 6 & 7*

MINOR MODIFICATIONS

- ***Minor modifications*** **– are modifications to location of tracts, roadways, sidewalks/pathway systems and other improvements and deemed to be de minimis and approved administratively through designated Land Use Authority (LUA).**

- ***Minor modifications*** **do not include (1) modifications to the maximum building height (35') nor (2) changes to the maximum permitted residential units.**

Section 6

PERMITTED USES





Section 6 - PERMITTED USES pgs. 6 - 9

RESIDENTIAL USES

- Single Family
- Townhome/Duplex
- Multi-Family
- Condominium

COMMERCIAL

- Commercial or Private Marina
- Ship Store
- Fueling Station
- Personal and Professional Services
- Retail
- Restaurants
- Farmers Markets
- Mooring Docks
- Water Taxi
- Mixed Use
- Townhome/Duplex
- Multi-family
- Condominium

OPEN SPACE 40%

- Preserved Lands
- Passive Recreation
- Conservation area
- Marina Basin
- Buffers and wetlands
- Pre-Annex Agreement

  Open Space shall allow under brushing and passive recreation including non-habitable structures.

Section 7

VEHICULAR/NON-VEHICULAR, INTERCONNECTIVITY & PEDESTRIAN ACCESS

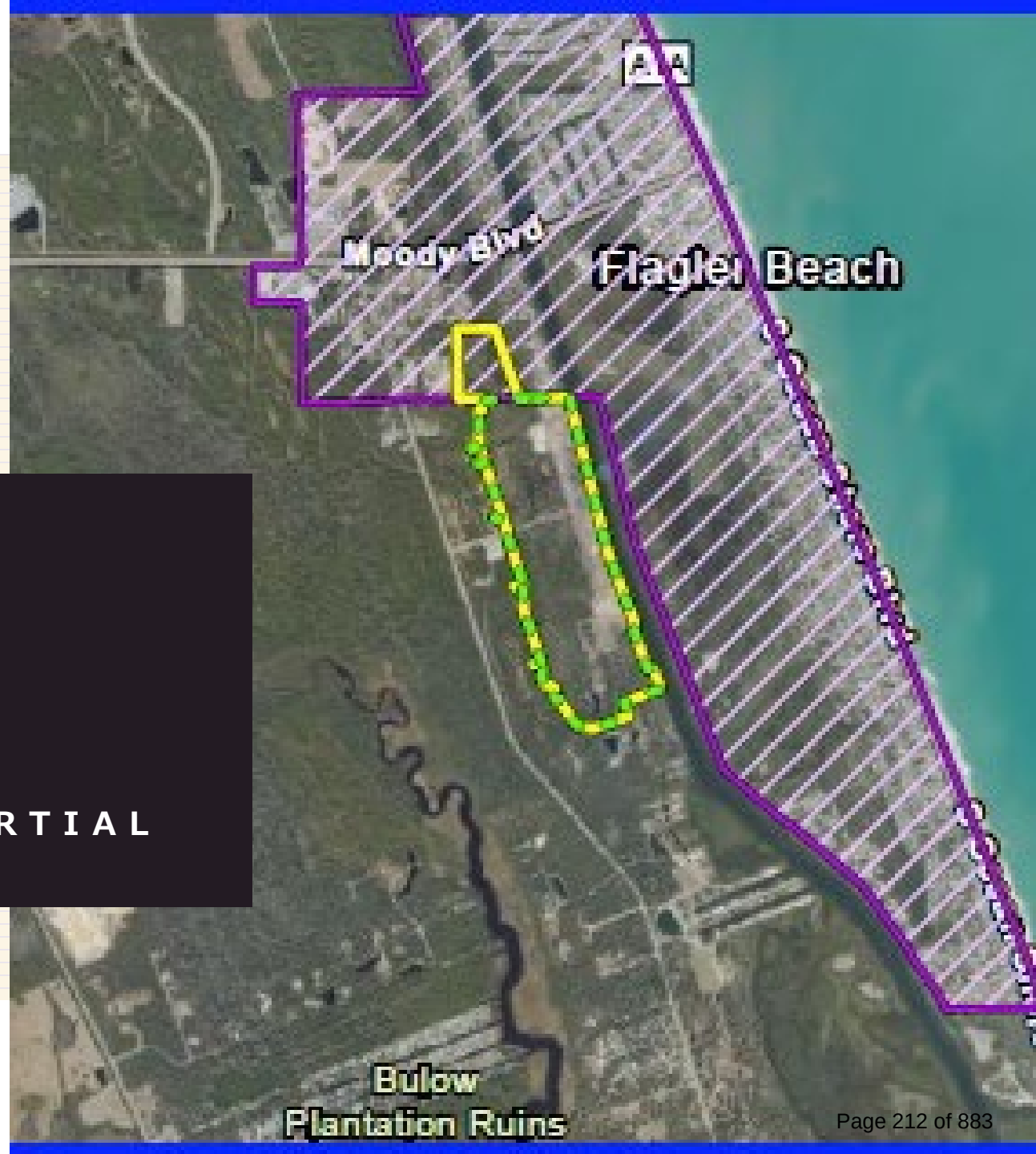


Section 7 – Vehicular/Non-Vehicular, Interconnectivity & Pedestrian Access pg. 9

- Veranda Bay integrates pedestrian, bicycle, and vehicular traffic circulation system within the project and adjacent rights-of-way.
- All uses have access to roadways or shared driveways.
- The City shall be granted access at all times to the private roadway to ensure safety and compliance.
- Declarant to coordinate with Flagler County School District for school bus stop location.

Section 8

LAND DEVELOPMENT CODE PARTIAL NON-APPLICABILITY



Section 8 – Land Development Code Partial Non-Applicability pg 9

- **Master Planned Development (MPDA) & Master Plan - conflict between terms of Development Agreement and Master Plan, provisions of Development Agreement shall prevail.**
- **In event of inconsistency or conflict between terms of Development Agreement and Land Development Code, Development Agreement shall prevail. Where requirements are not contained in Development Agreement, the Land Development Code shall apply.**
- **Excluding performance standards prescribed for MPD Districts, the Veranda Bay Marina Master Planned District (MPD) zoning uses and development are codified through the Development Agreement, the City's Land's Development Code in effect when annexed into the City proper shall be applied.**
- **Subsequent changes are at the declarant's discretion, except for declared natural disaster impacting structures 50% or more. *Voluntarily per declarant in accordance w/FDFM technical standards.***

Section 9

FACILITY COMMITMENTS VERANDA BAY



Section 9 Facility Commitments *pg. 10*

(a) The city is not responsible for construction or creation of public facilities, nor to facilitate the development within the project.

The city warrants it has and shall maintain potable water and wastewater capacity for the Project.

The Declarant may at its sole discretion and without objection, construct private services or obtain services from other providers including adjacent municipalities.

Section 9 - Facility Commitments – *pg. 10*

(b) Public & Private Improvements

- **i. Private Improvements**
  - a. Parking areas
  - b. Utilities
  - c. Master stormwater system
  - d. Sidewalks
  - e. Lighting
  - f. Recreational facilities
  - g. Perimeter buffer
  - h. Landscaping
  - i. Trails /Hubs

ii. Legitimate City interest and conditions imposed

- **The City has shown nexus between legitimate City interest, and the conditions imposed herein.**
- **Conditions imposed are proportional to the impacts the development has on the public, based on determination by studies that conditions are related in nature, and to the extent of impacts from proposed project.**

Section 9 – Facility Commitments *Disclosure*

The declarant acknowledges impact fees are in effect (pg. 10 Line 22).

The City discloses the that Veranda Bay and Summertown are taken into consideration in the current Mobility Plan Assessment to implement quality of service programs.

Additionally, the City discloses a Parking Plan Assessment, RFQ/RFP forthcoming as part of the City's assessment goals; and discloses the City has yet to assess/study impacts and subsequently what impacts if any accordingly for a marina, dry, and wet slips.

iii. Nothing herein shall be deemed a prohibited exaction Section 70.45 Florida Statute, including SB 180 and declarant agrees he has not suffered any damages under that statute.

Section 9 Facility Commitments *pg. 11*

(c) Sidewalks and Pedestrian Paths

- Internal, integrated system of sidewalks.
- Pedestrian maintain access to all uses, as reasonable and practical.
- Homeowners responsible for community 5’ sidewalks.
- Declarant to provide stabilized pedestrian trails as permissible for purposes of providing recreational opportunities, connectivity, and open space.

(d) Stormwater System:

- Declarant shall be responsible for designing, permitting, constructing, and maintaining the means of conveyance of stormwater runoff within the Project, including not limited to all stormwater lines, ditches, culverts, and other stormwater facilities that are necessary to convey and treat stormwater runoff.
- Subject to final permitting including but not limited to City’s site plan/plat approval.

Section 9 – Facility Commitments *pg. 12*

(e) Parks and Recreation

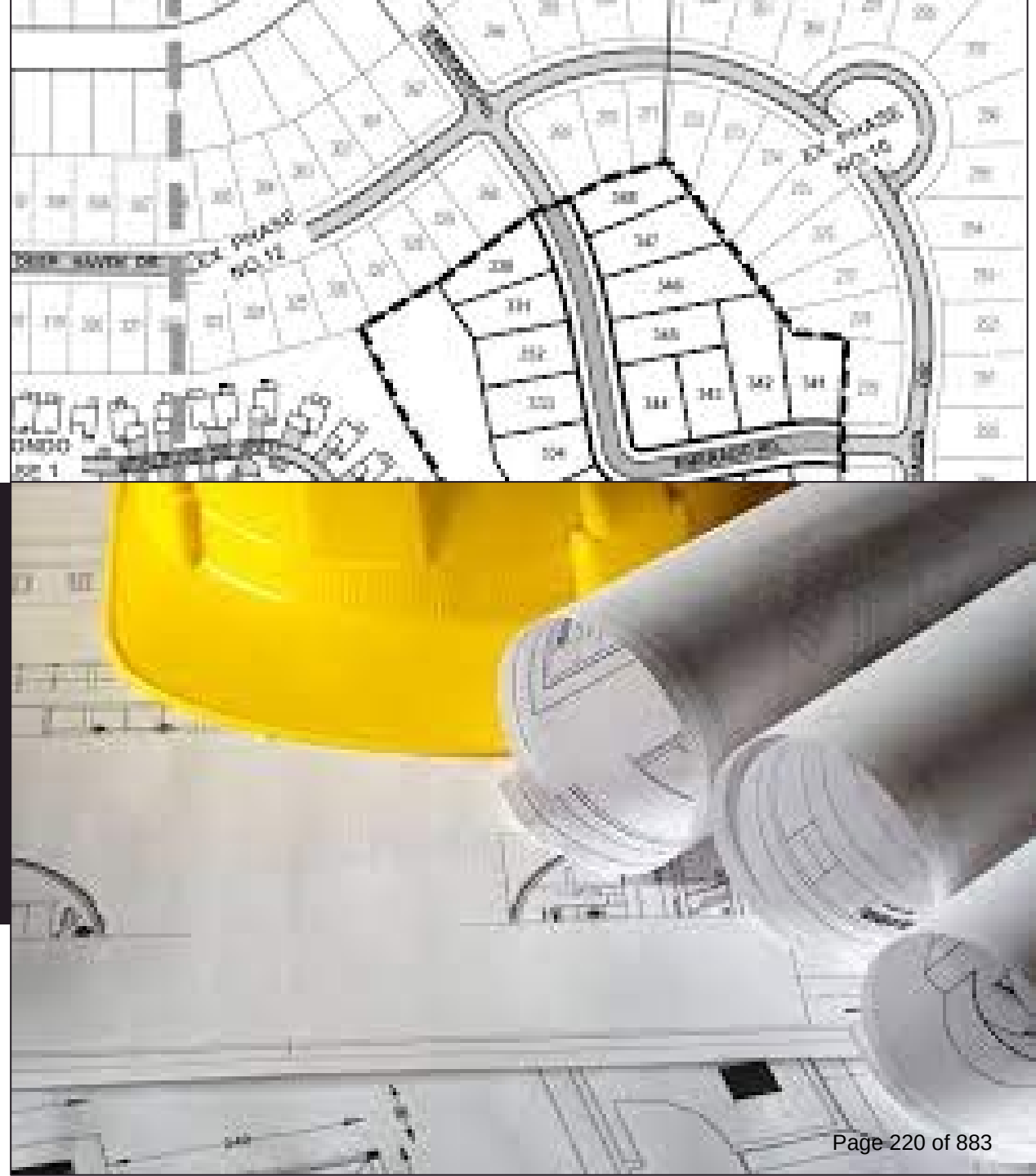
- 1100 acres
- Boating ramp
- Active and passive recreation
- Declarant shall dedicate or cause to be conveyed to City a two (2) acre park/recreational facility with direct access west side of John Anderson Highway
- Passive trail and recreation
- Coordinate with Flagler County to link Blue Way Trails.
- Entertainment Venues
- Satisfies the City's Park and Recreation LOS.

(f) Community Development District

- City acknowledges that Annexed Property is subject to Gardens at Hammock Beach CDD, initially established by Flagler County.
- The City agrees it shall accept and acknowledge powers granted to the CDD by law, and agree to execute all documents necessary or take action to transfer local government jurisdiction to the City, and agrees that in good faith will assist to amend the district's existing boundaries. DREW pg. 12 lines 10-17.

Section 10

DEVELOPMENT STANDARDS



Pg. 12 Development Standards pg. 13

(a) Parking

- Parking requirements for shall be consistent with LDR, unless provided elsewhere in MPD Agreement.
- Declarant may have shared parking facilities serving more than one use Tract

(b) Open Space

- Minimum open space shall be forty percent (40%) in its entirety.
- Minimum of 42 acres (17% of the Project) dedicated as conservation.

(c)Water/Wastewater

Developer shall convey all on site water, wastewater and reuse improvements being served by the City to the City, per Utility Agreement.

The City shall not charge fees to a community development district for use of City reuse water for common areas the later of (i) January 1, 2036 or (ii) for ten (10) years after the City provides reuse water to the Project.

Pg. 14 Development Standards *pg. 14*

(d) Transportation

- Developer shall be obligated to comply with FDOT requirements for impacts to SR100.
- Impacts to John Anderson Highway, the Developer shall construct improvements as provided in Transportation Study and depicted on the MPD Master Plan.
- Developer shall be obligated for all costs of design, permitting, and construction of all required Traffic Improvements identified in the Transportation Study.

(e) Drainage

- Developer shall construct and maintain stormwater management system that provides treatment and attenuation as required by St. Johns River Water Management District (SJRWMD) and the LDR.
- Stormwater piping, swales and ditches shall be designed to convey a five (5) year, twenty-four (24) hour storm event.
- Stormwater detention facilities shall be designed to meet the water quality and attenuation requirements of SJRWMD.

(f) Landscaping, Tree Protection

- After sufficient stormwater or reclaimed water capacity becomes available no potable water shall be used for irrigation.
- Landscaping to comply with Landscaping Standards & Guidelines provided in Exhibit D, as prescribed in Development Agreement.
- Compliant w/SB180 because Developer is voluntarily imposing conditions and design guidelines and voluntarily imposing performance standards.

Development Standards *Pg. 16*

(f) Landscaping, Tree Protection *continued*

- General landscaping around parking lots, roadways, entrances, residential and commercial buildings, and other common areas will be landscaped. Native plant materials may be used when possible.
- Future residential common areas, fifty percent (50%) of the total planted vegetation, by aerial extent, shall consist of native, drought-tolerant or waterwise vegetation.

(f) Landscaping, Tree Protection

- During the platting process of individual tracts, the Declarant shall provide the City a tree survey depicting the location of viable specimen trees within the tract being platted as defined by the City's LDR (excluding pine and palm trees) with diameters of thirty inches (30") or greater.
- Project shall be exempt from all other City tree preservation, protection and mitigation rules and ordinances unless otherwise agreed to in writing by the parties.

(f) Landscaping, Tree Protection

- Project shall be exempt from all other City tree preservation, protection and mitigation rules and ordinances unless otherwise agreed to in writing by the parties.
- The Developer shall provide the City a tree survey depicting location of viable specimen trees within the tract being platted as defined by the City's LDR (excluding pine and palm trees) with diameters of thirty inches (30") or greater.
- All other trees and vegetation, including but not limited to all species of pine trees and palm trees, may be removed without mitigation or permit.

Development Standards *Pg. 17*

(g) John Anderson Buffer

- Recording of an encumbrance or easement on its property adjacent to John Anderson Highway ensuring that the buffer along John Anderson Highway is one-hundred foot (100') in average width along the eastern side of the right of way.

(h) Lighting

- Lighting, including but not limited to all pole mounted lighting, shall be designed to minimize light pollution to off-site properties.

(i) Fire Protection

- A three (3) acre parcel of land donated to Flagler County for a fire station to serve the Project and the residents along John Anderson Highway.
- The locations of fire hydrants shall be shown on all construction documents, technical site plans, or preliminary plats. The Project shall comply with the City's fire protection requirements. The City will provide fire protection services to the Project in accordance with established local response agreements.

Development Standards *Pg. 17*

(j) Utilities

- Developer responsible for any costs associated with extension of City utilities to the Property required to serve this Project.

(k) Interconnectivity

- Units within the Project shall be interconnected by roadways and sidewalks, as called for by the City's Comprehensive Plan.
- The Project shall provide and maintain the minimum number of access drives onto John Anderson Highway.

(l) Wetland Protection

- All wetlands within the MPD identified using the methodology outlined in Florida Administrative Code.
- Wetland delineations shall be conducted by a qualified Florida environmental professional
- The survey shall clearly delineate the wetland jurisdictional line and the required upland buffer boundary.

Development Standards *Pg. 22 & 23*

(m) Signage

- Signs shall comply with the LDR, unless otherwise provided herein.
- Neighborhood entrance shall have a maximum height of twelve (12) feet and a maximum signage area of one hundred (100) square feet.
- Commercial Ground signs shall be permitted with a maximum signage area per sign of three hundred twenty (320) square feet and a maximum height of ten (10) feet.
- Entrance features such as walls, architectural icons, water features, landforms, landscaping, or other effects that announce and signify arrival are permitted.

(n) Temporary Facilities

- Temporary support facilities shall be permitted for a period of ten (10) years, at which time sales offices, model homes, development trailers and real estate offices shall be transitioned into a permanent use.
- Model homes shall not be deemed commercial activities.
- The City shall permit the construction of Model Homes during the development of phase and/or tract.

(o) Rental Program

- All or any portion of the Project's Tracts, (except Tract A-1 and Tract F) permitted for long-term, short-term, resort residential, or resort condominium rental programs or any third-party rental program operators approved by the Declarant.
- Short-term vacation rentals shall be prohibited.

Development Standards *Pg. 24*

(p) Marina

- The design, permitting and construction of the Marina located on Tract M shall be governed by permits issued by State and .Federal agencies.
- The development of the Marina shall: (i) participate in the FDEP Clean Marina program, and (ii) remain exempt from Chapter 22, Art IV of the City Code of Ordinances.

(p) Marina

- The Marina may, at Declarant's sole discretion, include wet and dry slips, transient or permanent slips, fueling facilities, pump out station, a boat ramp and any uses permitted as commercial use.
- Dry slips shall be used solely for the maintenance and repair of boats and not for long-term storage.

(q) Age Restriction

- Nothing in the Development Agreement shall prohibit any age restriction requirements or use permitted by Federal or State law.

Development Standards *Pg. 24*

(r) Accessory Uses

- Typical residential accessory uses will be allowed, including but not limited to: decks, swimming pools, patios, air conditioning units, walkways, and sidewalks.

r) Accessory Uses

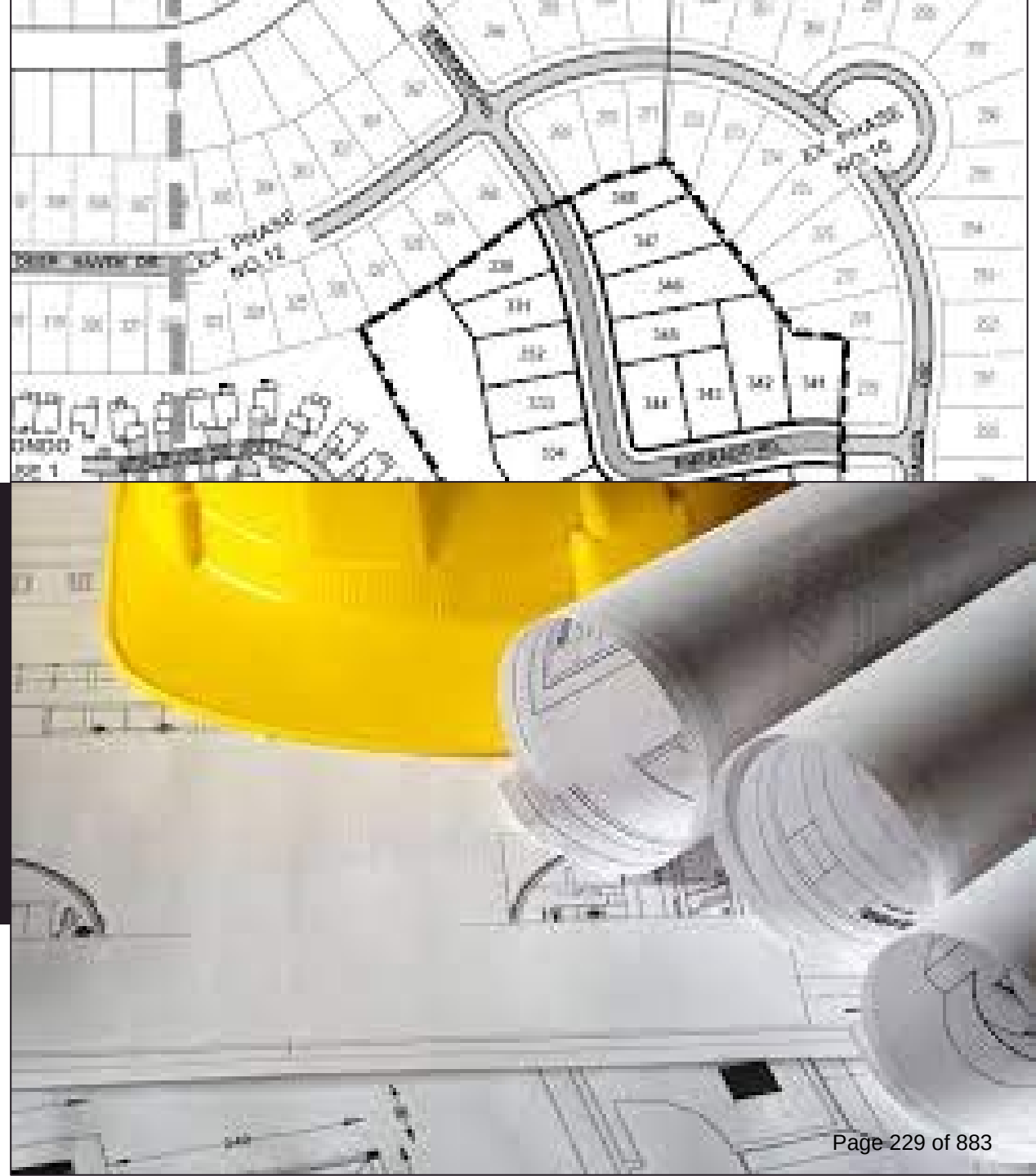
- Accessory uses and structures will be allowed in accordance provided uses and structures are customarily incidental and clearly subordinate to the principal use.

(r) Accessory Uses

- Pools, covered pools, patios, outdoor fireplaces, decks, and gazebos, either attached or detached from the principal use structure, may be constructed up to a minimum of five (5) feet from the rear or side property boundary.

Section 11

PHASING OF DEVELOPMENT



Section 11 Phasing of Development *Pg. 25*

(a) Multiple Phases

- The Declarant shall submit a Preliminary Plat or Site Plan for the relevant phase.
- Each Tract of the Project will include infrastructure to support the proposed uses, including water and wastewater service, drainage, private roads, vehicular, and pedestrian access facilities.
- All infrastructure necessary to support each phase that is constructed on the Subject Property shall be constructed concurrently with, or prior to construction of that phase of the Project, as approved by the City, and prior to the issuance of building permits for that phase.

(b) Roadways

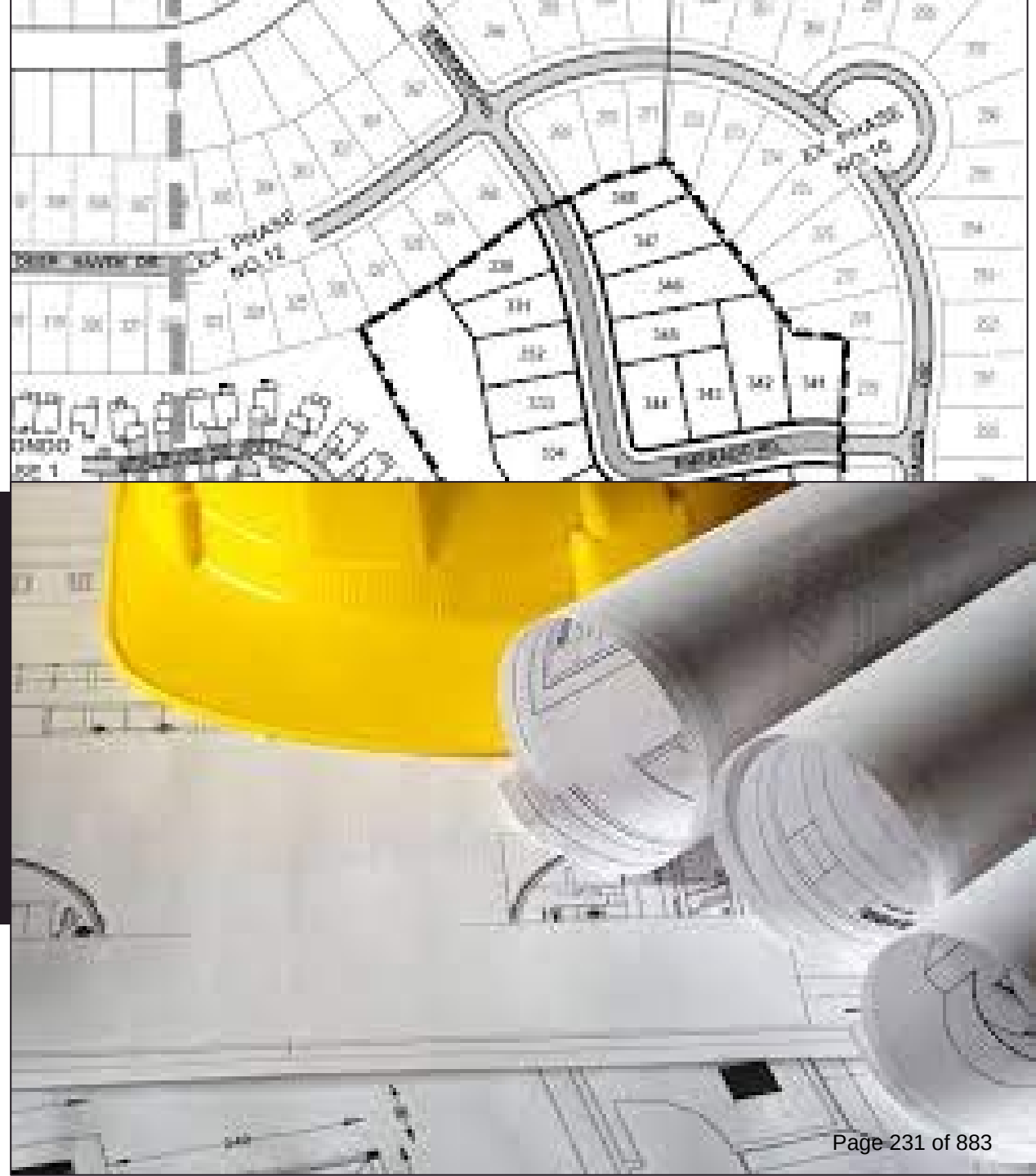
- Roadways shall be constructed concurrently with development of adjacent lots.
- Contiguous roadways will be available at all times prior to the issuance of building permits for that phase
- Internal sidewalks shall be constructed adjacent to each residential lot at the time the home is constructed and prior to the Certificate of Occupancy.

(c) Clearing/Grading

- The City may issue permits for clearing, grading, and earthwork for portions of the Subject Property before approving final construction plans; however, permits required for land clearing, grading, and earthwork must be obtained.

Section 12

LOT AND BUILDING STANDARDS



Section 12 Lot and Building Standards *pg. 26*

Type	SF	Multi-family	Town House	Multi-family Marina
Min. Distance Between Buildings*	10′	10′	10′	10′
Min. Bldg. Setback to Water	20′	20′	20′	10′
Max. Bldg. Height**	35′	35′	35′	35′
Min. Front Bldg. Setback to Property Line	15′	15′	10′	10′
Min. Bldg. Rear Yard Setback***	10′	10′	10′	10′
Minimum Front Setback from Right of Way	20′	N/A	20′	N/A
Minimum Bldg. Side Street or Rear Yard Setback	10′	10′	10′	10′
Min. Lot Size (SF)	4,000 sf	N/A	1,600 sf	N/A
Minimum Lot Width	40′	N/A	16′	N/A
Max. Impervious Surface Ratio****	70%	80%	80%****	80%****

Section 12 Lot and Building Standards *pg. 27*

Commercial or Mixed-Use w/Residential Above

Min. Lot Width	60'*
Min. Lot Size	12,000 sf
Min. Bldg. Side Setback	0'
Min. Bldg. Street-Side Setback	10'
Min. Bldg. Front Setback	10'
Max. Bldg. Height**	35'
Min. Bldg. Rear Setback	10'
Minimum Bldg. Setback to MPD Property Line	20'
Max. Impervious Surface Ratio***	80%****

Section 12 Lot and Building Standards *pg. 27*

Architectural Standards

- (c) All architectural standards and requirements shall be determined, approved, and enforced by the Declarant.

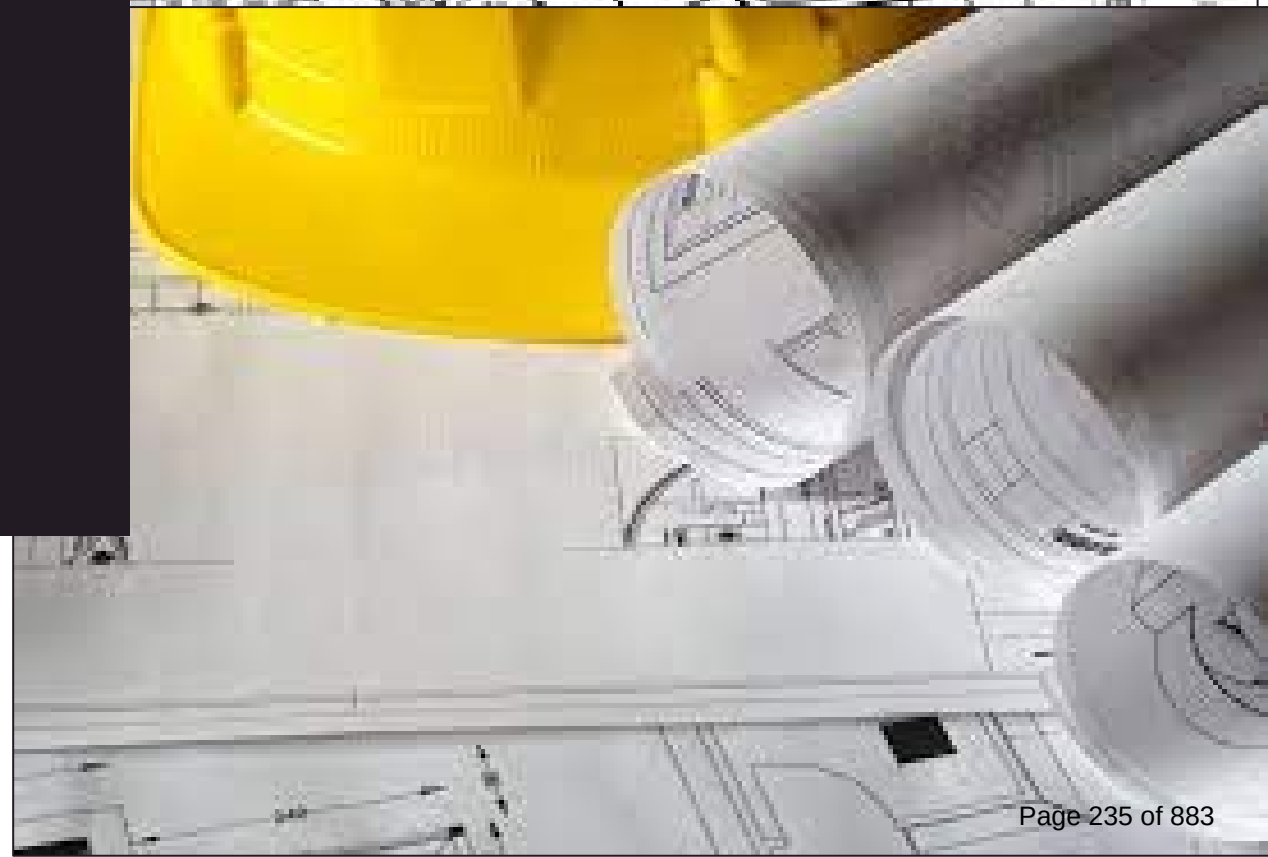
Commercial Design Guidelines

- Developer voluntarily electing to impose The City's existing Commercial Architectural Design Standards that are governed by the City's LDR, Section 2.04.02.

Section 13

PERMITS/APPROVALS





Section 13 Permits Approvals and Sequencing *pg.28*

- **The failure of the Development Agreement to address any specific State or Federal permit, condition, term, or restriction shall not relieve the Declarant of the requirement of complying with the law governing said permitting requirements, conditions, terms, or restrictions.**

- **All required City, County, State, or Federal permits shall be obtained prior to commencement of construction.**

Development Agreement is not a Preliminary Plat approval, and the Declarant remains responsible for complying with all provisions of the LDR, unless provided elsewhere in this Development Agreement.

Section 13 Permits Approvals and Sequencing *pg.28*

- **The subdivision of property for any Tract shall not require platting and the Declarant may convey a Tract by metes and bounds and without platting.**

- **Open burning shall be prohibited during development and property owners shall be subject to the City's LDR.**

Section 14

DEVELOPMENT FEES



Section 14 Development Fees *pg.28*

The Declarant acknowledges and agrees that the City has enacted citywide impact fees and may in the future increase the amount of those fees.

The Declarant acknowledges that the Project shall be subject to all fees in effect at the time of permitting.

Declarant shall not be charged impact fees for the marina wet slips or dry slips.

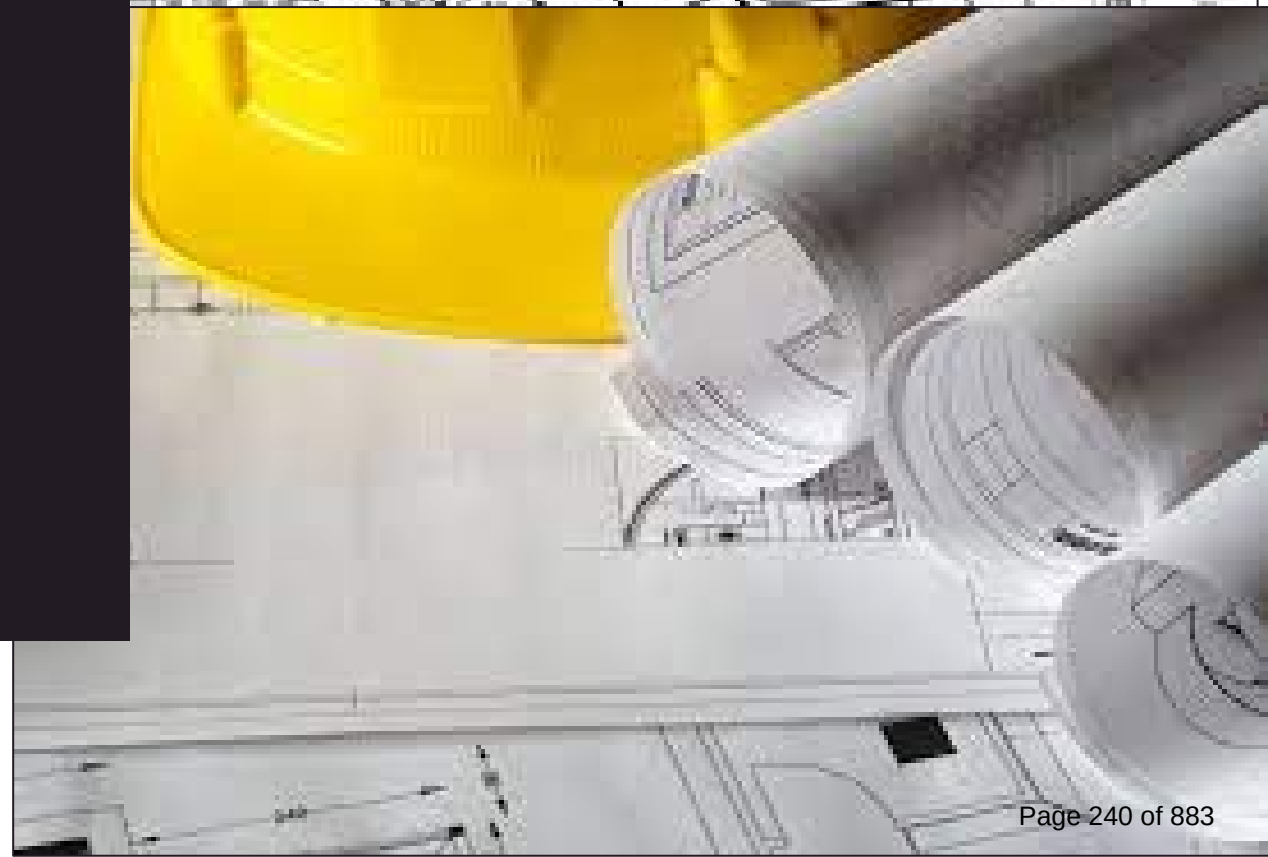
City disclaimer

Section 15

COMMON AREAS

MAINTENANCE





Section 15 Long-term Maintenance and Control of Common Areas

The Declarant shall dedicate maintenance and control of such areas to:

(i) the existing community development district,

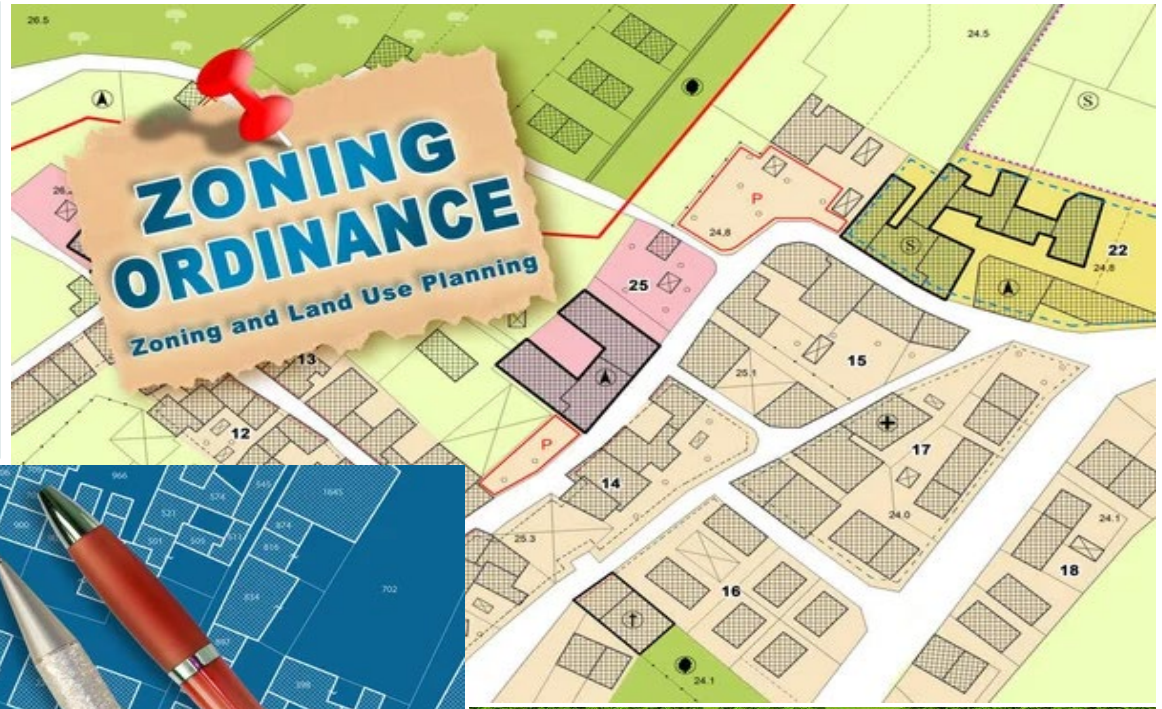
(ii) a property owners association or

(iii) other entity accepted by the LUA.

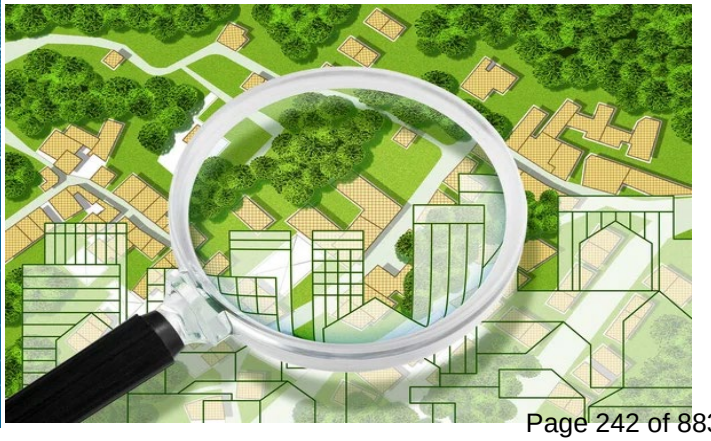
Site Plan and Development Standards

Land subdivision is the first step in the process of community development; these standards address quality of development.















Agenda

- Summertown Petition for Voluntary Annexation 514+/- acres – Lupita McClenning
- Summertown Request for Large Scale Future Land Use Amendment 545+/- acres – City Planner
- Summertown Request to amend Zoning Map from Flagler County PUD to City of Flagler Beach Master Planned Development (MPD) District – Lupita McClenning
- Summertown 2025 Master Planned Development Agreement – Section Overview

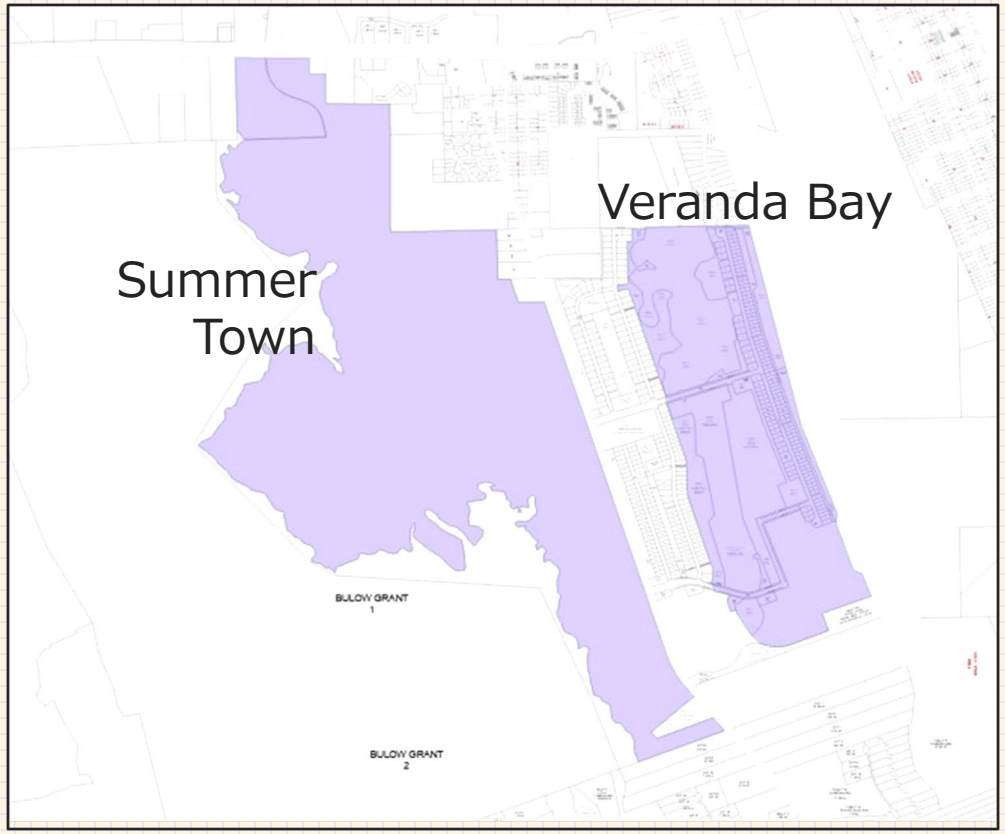
Voluntary Annexation

SUMMERTOWN



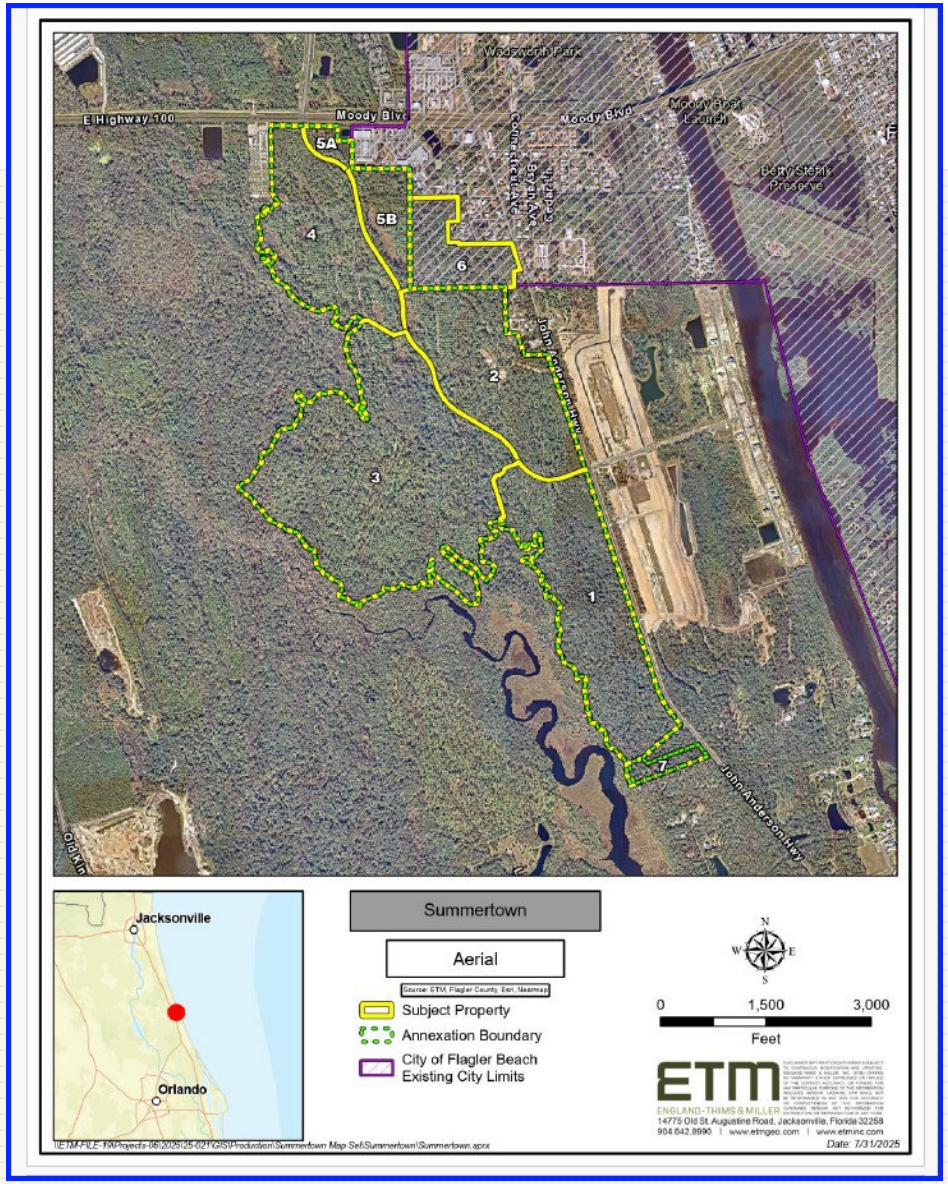
Voluntary Annexation into City of Flagler Beach, FL

Summertown Annexation +/- 514 acres



Location of Summertown

- The property is in unincorporated Flagler County, west of John Anderson Highway.
- Access to Summertown is from SR100/Moody Boulevard, the proposed internal loop road at the intersection with SR100 and Colbert Lane, through the Project to John Anderson Highway.



Summertown Voluntary Annexation 545+/- acres

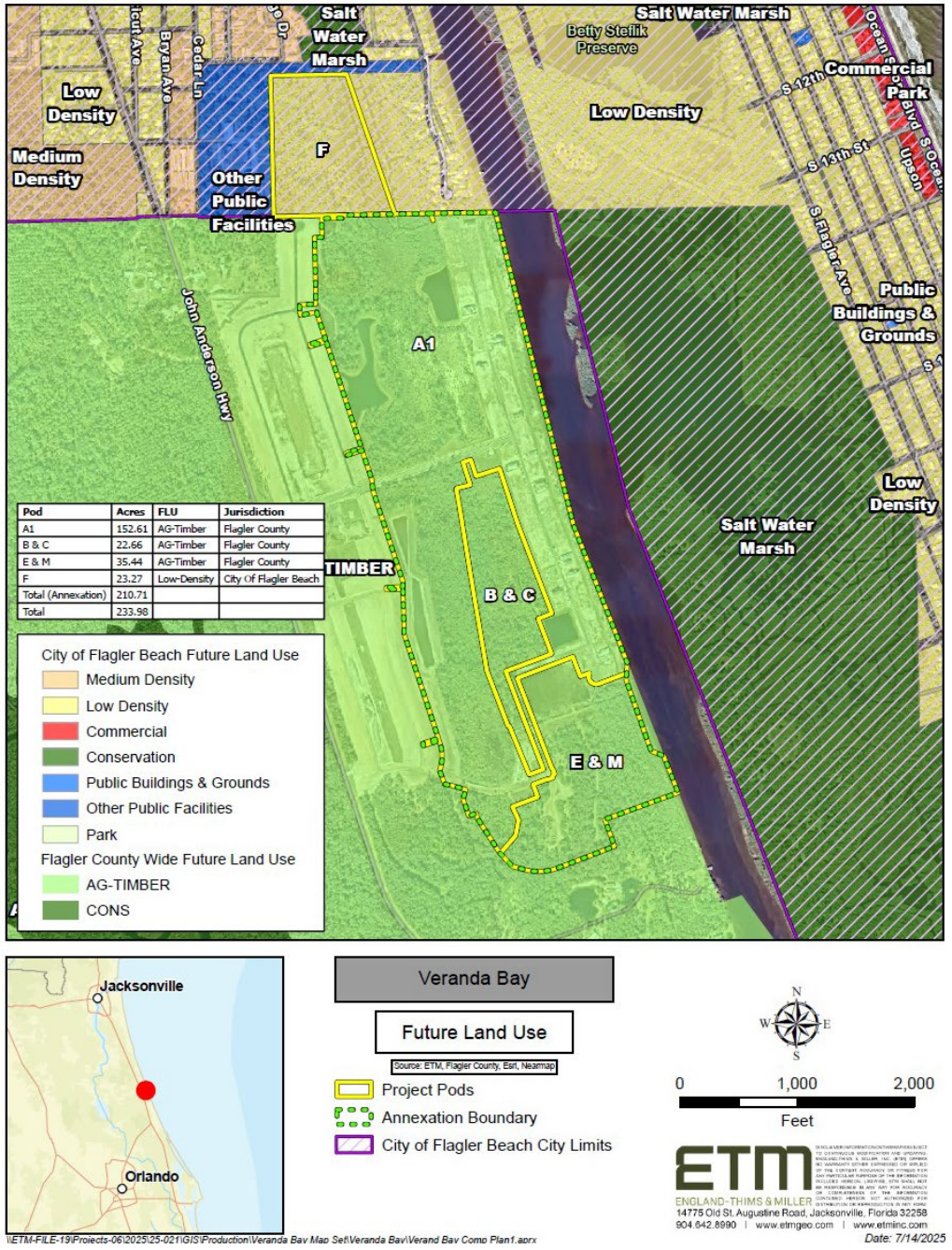
The proposed annexation meets criteria set forth in Subsection 171.044, Florida Statutes regarding the character of the area to be annexed.

The property to be annexed is reasonably compact and contiguous to the boundaries of the City's existing boundary.

Source: ETM Map 2025

Large Scale Future Land Use Amendment

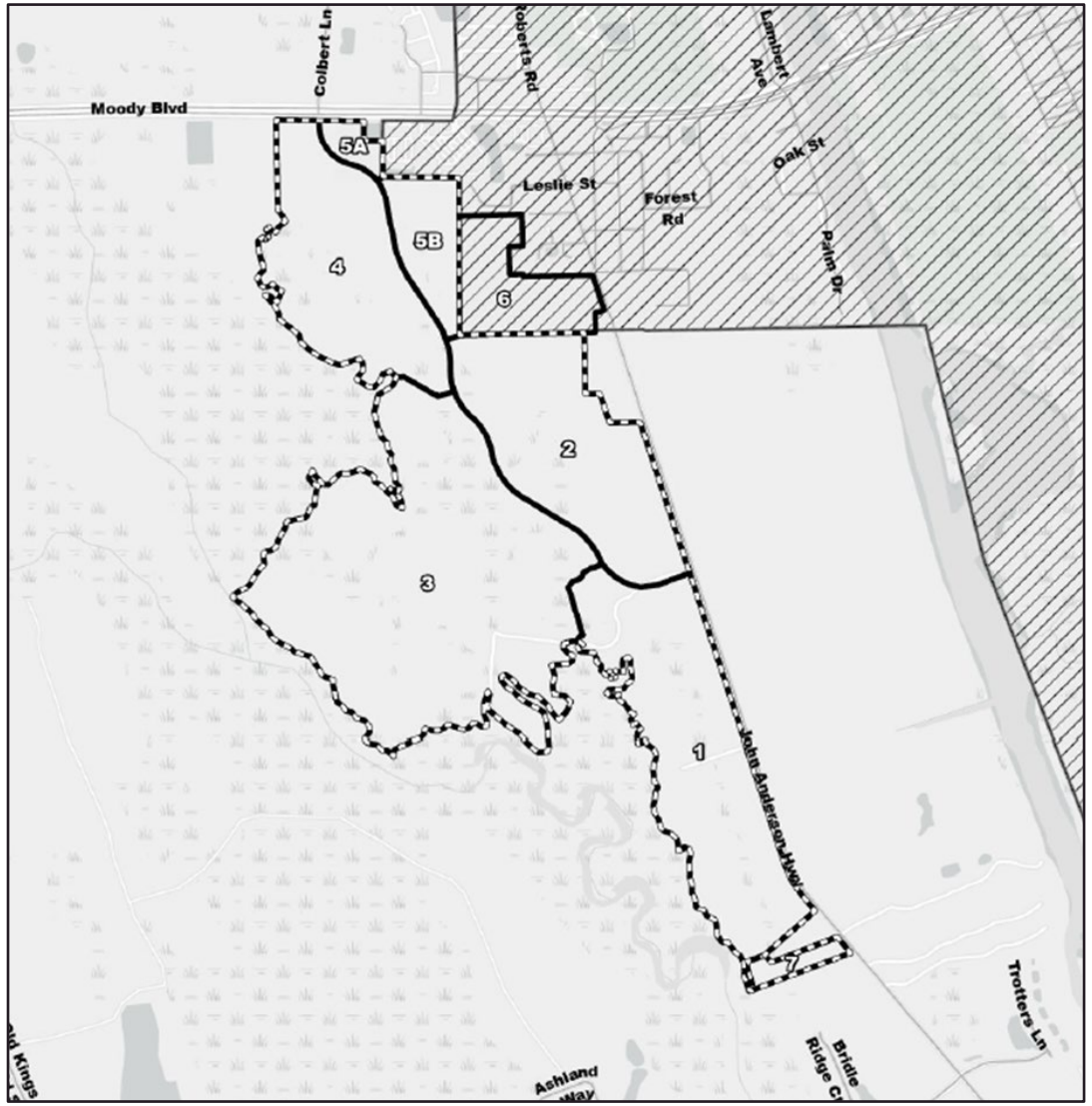
SUMMERTOWN



SUMMERTOWN

Project	545 ac.
Residential units (max.)	1,640 units (3.0 units/ac)
Commercial density (max.)	840,000 sq ft
Open Space-	>40%

Future Land Use Map Summertown



Source: ETM Map 2025

SUMMERTOWN		
Acres	TRACT 1	FLUM
106 acres +/-	1	Low Density
86 acres +/-	2	Low Density
206 acres +/-	3	Low Density
80 acres +/-	4	Commercial PUD
6 acres +/-	5A	Commercial
23 acres +/-	5B	Commercial
31 acres +/-	6	Medium Density
6 acres +/-	7	Low Density
TOTAL 545 +/- Acres		

Site Specific Policy

TEXT AMENDMENT TO COMP PLAN



Site Specific Policy Comp Plan Text Amendment(s)

Veranda Bay Site Specific Policy

- **Policy A.1.1.3.H Development of the Property shall be limited to a maximum of 377 residential units, a maximum of 16,200 square feet of nonresidential uses and a maximum of 150 marina berths ("Development Plan").**

Summertown Site Specific Policy

- **Policy A.1.1.3.I Development of the Property shall be limited to a maximum of 1,640 residential units, a maximum of 840,000 square feet of nonresidential uses and a maximum of 250 hotel rooms ("Development Plan").**

LIMITING POLICY

- **In accordance with Senate Bill 180, the City discloses that the Developer proposes Voluntary restrictions, and to use the property under a set of self-imposed restrictions that are *more* stringent than the city's general zoning code.**
- **The city can then approve the rezoning based on its determination that this restricted use is in the public interest.**

Summertown Work, Shop, and Play



commercial



retail



SFR, townhome, condominiums



mixed-use



hotel



commercial integrated w/residential

FLUM Map and Text Amendment Summertown

STAFF RECOMMENDATION

The applicant proposes to amend the Future Land Use (FLUM) map for approximately +/- 545 acres of Flagler County land use designations to the City of Flagler Beach designations of Low Density Residential (LDR), and General Commercial (GC).

The applicant proposes a text amendment voluntarily limiting the maximum number of residential units to 1,640 units, a maximum of 840,000 square feet of nonresidential uses, and a maximum of 250 hotel rooms. Land uses permitted within the Low Density Residential and Commercial Future Land Use designation shall be allowed as permitted in the City Comprehensive Plan and Land Development Regulations (July 2025).

Staff recommends the Planning and Architectural Review Board (PARB) find the Large-Scale Future Land Use Amendment (FLUM) map and Text Amendment consistent with the Comprehensive Plan and in compliance with SB 180, and to recommend to the City Commission to approve FLUM Map amendment from unincorporated Flagler County land use designations to the City of Flagler Beach land use designations of Low Density Residential and General Commercial; and to recommend to the City Commission to approve the limiting site policy text amendment, Policy A.1.1.3.I.

Master Planned Development Agreement

SUMMERTOWN



SECTION 3 - Master Planned Development Agreement Summertown *pgs 4 & 5 of 47*

Mixed-Use Development 545 Acres

The Project

(a) Veranda Bay Marina - mixed-use, low-density development providing commercial and significant open space, including preserved lands. Preserved lands subject to passive recreation, conservation areas, a marina basin, buffers, and wetlands. *See Exhibit D FLUM pods A1, B&C, E&M and F; and definitions for preserved lands.*

- **Summertown 1,640 units**
  - 1.6 units per acre gross residential development. *See permitted uses/types*
  - 3 units an acre per pod
- **Town Center/Commercial**
  - 840,000 SQFT Commercial. *See permitted uses and definitions.*
- **Open Space**
  - Minimum of forty percent (40%) *See definitions.*

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

ORDINANCE NO. 2025-21

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, TO ANNEX PROPERTY TO BE INCLUDED WITHIN THE CORPORATE AREA AND CITY LIMITS OF THE CITY OF FLAGLER BEACH; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 210.70 ACRES OF PROPERTY DESCRIBED IN EXHIBIT "A" TO THIS ORDINANCE AND LYING IN THE AREAS PROXIMATE TO THE EXISTING CITY LIMITS OF THE CITY OF FLAGLER BEACH, FLAGLER COUNTY, FLORIDA; PROVIDING FOR ANNEXATION IN ACCORDANCE WITH THE VOLUNTARY ANNEXATION PROVISIONS OF SECTION 171.044, FLORIDA STATUTES; PROVIDING FOR ANNEXATION OF REAL PROPERTY/AMENDMENT OF CORPORATE/CITY LIMITS; PROVIDING FOR RIGHTS AND PRIVILEGES RESULTING FROM ANNEXATION UPON LAND USES; PROVIDING FOR EFFECT ON A VALOREM TAXES; PROVIDING FOR EFFECT ON BUSINESSES AND OCCUPATIONS; PROVIDING FOR EFFECT ON BUSINESSES AND OCCUPATIONS; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:

[1] See Section 166.041(4)(c), Florida Statutes.

a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality
c. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
d. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
e. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare): The Ordinance if approved would annex into the City by voluntary annexation approximately 210.70 acres causing future development activities to be regulated pursuant to the City of Flagler Beach Code of Ordinances and Land Development Code.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:
The Ordinance is not expected to bring about any direct economic impact, including regulatory costs or fee increases on existing businesses.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:
The Ordinance is not expected to bring about any direct economic impact, including regulatory costs or fee increases on existing businesses.

Serial Number
25-00357F

Observer
You. Your Neighbors. Your Neighborhood.
PalmCoastObserver.com

Palm Coast Observer
Published Weekly
Palm Coast, Flagler County, Florida

COUNTY OF FLAGLER

STATE OF FLORIDA

Before the undersigned authority personally appeared Nancy Kay Raymond who on oath says that he/she is Publisher's Representative of the Palm Coast Observer a weekly newspaper published at Palm Coast, Flagler County, Florida; that the attached copy of advertisement,

being a Public Hearing

in the matter of Ordinance 2025-21

in the Court, was published in said newspaper by print in the

issues of 10/30/2025

Affiant further says that the Palm Coast Observer complies with all legal requirements for publication in chapter 50, Florida Statutes.

*This Notice was placed on the newspaper's website and floridapublicnotices.com on the same day the notice appeared in the newspaper.

N. Kay Raymond

Nancy Kay Raymond

Sworn to and subscribed, and personally appeared by physical presence before me,

30th day of October, 2025 A.D.

by Nancy Kay Raymond who is personally known to me.

Sara Hubert

Notary Public, State of Florida
(SEAL)

SARA HUBERT
NOTARY
My Comm. Expires
Sept. 7, 2026
HH 309909
PUBLIC
STATE OF FLORIDA

CITY OF FLAGLER BEACH NOTICE OF PUBLIC HEARING

The City Commission proposes to adopt Ordinance No. 2025-21 Entitled:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, TO ANNEX PROPERTY TO BE INCLUDED WITHIN THE CORPORATE AREA AND CITY LIMITS OF THE CITY OF FLAGLER BEACH; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 210.70 ACRES OF PROPERTY DESCRIBED IN EXHIBIT "A" TO THIS ORDINANCE AND LYING IN THE AREAS PROXIMATE TO THE EXISTING CITY LIMITS OF THE CITY OF FLAGLER BEACH, FLAGLER COUNTY, FLORIDA; PROVIDING FOR ANNEXATION IN ACCORDANCE WITH THE VOLUNTARY ANNEXATION PROVISIONS OF SECTION 171.044, FLORIDA STATUTES; PROVIDING FOR ANNEXATION OF REAL PROPERTY/AMENDMENT OF CORPORATE/CITY LIMITS; PROVIDING FOR RIGHTS AND PRIVILEGES RESULTING FROM ANNEXATION UPON LAND USES; PROVIDING FOR EFFECT ON A VALOREM TAXES; PROVIDING FOR EFFECT ON BUSINESSES AND OCCUPATIONS; PROVIDING FOR EFFECT ON BUSINESSES AND OCCUPATIONS; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

This notice is pursuant to the provisions of Chapter 166 and 171, Florida Statutes, and the Charter and Ordinances of the City of Flagler Beach, Florida as amended and supplemented. Subject annexation meets the statutory criteria for annexation as established in Chapter 171, Florida Statutes.

PUBLIC HEARINGS ARE SCHEDULED TO BE HELD AT CITY HALL, 105 S. 2ND STREET, FLAGLER BEACH, FLORIDA AS FOLLOWS:

PLANNING AND ARCHITECTURAL REVIEW BOARD: TUESDAY, OCTOBER 7, 2025 AT 5:30 P.M.

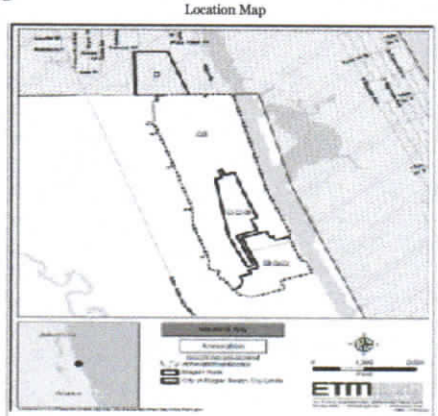
1ST READING: CITY COMMISSION: THURSDAY, OCTOBER 9, 2025 AT 5:30 P.M. OR AS SOON THEREAFTER AS POSSIBLE.

2ND READING: CITY COMMISSION: THURSDAY, NOVEMBNER 13, 2025 AT 5:30 P.M. OR AS SOON THEREAFTER AS POSSIBLE.

Copies of the proposed Ordinance and legal description of the property by metes and bounds are available and may be obtained from the office of the City Clerk at 386-517-2000 Ext. 233.

Persons are advised that, if they decide to appeal any decision made at these meetings/hearings, they will need a record of the proceedings and for such purpose, they may 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, per Section 286.0105, Florida Statutes. In accordance with the Americans with Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk's Office at 386-517-2000 Ext. 233 at least 48 hours prior to the meeting.

Location Map



Oct. 30 25-00357F

Staff Report

City Commission Regular Meeting

November 13, 2025

To:	City Commission
From:	Drew Smith, City Attorney
Meeting Date:	November 13, 2025
Item Name:	Ordinance 2025-22. An Ordinance of the City Commission of the City of Flagler Beach, Florida, to annex property to be included within the corporate area and city limits of the City of Flagler Beach; providing for the annexation of approximately 514.06 acres of property described in Exhibit "A" to this ordinance and lying in the areas proximate to the existing city limits of the City of Flagler Beach, Flagler County, Florida; providing for annexation in accordance with the voluntary annexation provisions of Section 171.044, Florida Statutes; providing for annexation of real property/amendment of corporate/city limits; providing for rights and privileges resulting from annexation upon land uses; providing for effect on Ad Valorem taxes; providing for effect on businesses and occupations; providing for severability and an effective date (First Reading).

Background:

The Applicant desires to annex approximately 514+/- acres into the City of Flagler Beach, recognizing that the annexed property is intended to be developed as a mixed-use development consistent with approvals. Under Section 171.044(1), Florida Statutes, property sought to be annexed is reasonably compact, contiguous, and satisfies all requirements for voluntary annexation set forth in Chapter 171, Florida Statutes.

Fiscal Impact:

Staff Recommendation:

The Pre-Annexation and Annexation Ordinance 2025-22 meets Ch. 171 statutory requirements, is consistent with the City's Comprehensive Plan, and consistent with SB 180. Staff recommends that the City Commission approve the Pre-Annexation Agreement and Annexation Ordinance 2025-22 as it meets statutory requirements of Ch. 171, and is consistent with the City's Comprehensive Plan and is consistent with SB 180.

Attachments:

1. Staff Report_Summer Town_Pre-Annexation_Final10022025
2. Update 10062025 Item 7b Staff Report PAN 25-002 Ordinance 2025-22 Voluntary Annexation Veranda Bay10022025 (2)
3. Ordinance Annexation ST_FINAL DRAFT (1)
4. Summertown Pre-annexation agreement 10.1.25 FINAL DRAFT
5. ST_Application for Annexation for submittal
6. BIS 2025-22 ST
7. 25-00358F Affidavit

To: Planning Architectural Review Board

From: Lupita McClenning, City Planner

RE: Staff Memo | Pre-Annexation Agreement Summer Town | Ordinance 2025-22

Date: September 29, 2025

In Florida, a **pre-annexation agreement** is a contract between a municipality and property owner(s) or developer in an adjacent unincorporated area. The agreement sets the terms and conditions under which the property is to be developed and subsequently annexed into the city. A pre-annexation agreement in Florida is a legally binding contract that outlines the terms for annexation, typically including the geographic area, future land use, provision of public services, and financing plans for the annexed area, before the actual annexation takes place.

Key components of a pre-annexation agreement

Pre-annexation agreements are primarily used for voluntary annexations initiated by a property owner. The agreements define the following terms:

- Future land use and zoning: A city may adopt zoning for an area it plans to annex to ensure a smooth transition and consistent development standards.
- Provision of urban services**:** The annexing municipality is required to provide the new area with urban services, including water, sewer, police, and fire protection, on substantially the same basis as the rest of the city.
- Financial obligations**:** The agreement can outline the method for financing the extension of services, including water and sewer mains, into the annexed area.
- Development standards**:** It can specify the terms of development, such as the maximum number of dwelling units or square footage for specific land uses.

Florida statute

The process for annexation is primarily governed by Chapter 171, Florida Statutes. Key provisions related to pre-annexation agreements include:

- **Comprehensive plan consistency:**
  Any land use or zoning terms in a pre-annexation agreement must be consistent with the city's comprehensive plan. Florida's Local Government Comprehensive Planning and Land Development Regulation Act requires all land use decisions to align with the plan.
- **Procedural requirements:**
  Pre-annexation Agreements must follow the notice and hearing requirements outlined in Chapter 171 of the Florida Statutes.
- **Valid conditional zoning**
  To be legally enforceable, a pre-annexation agreement must use a legitimate form of "conditional zoning," where the developer makes a unilateral promise to the city.

Examples of valid provisions:

- Voluntary restrictions**:** The developer can propose to use the property under a set of self-imposed restrictions that are *more* stringent than the city's general zoning code. The city can then approve the rezoning based on its determination that this restricted use is in the public interest.
- Restrictive covenants**:** The agreement can legally incorporate restrictive covenants—private, enforceable promises tied to the property's deed—as part of the annexation and zoning process. This provides assurance that future development will meet certain standards.

Statutes impose other limits on what can be negotiated in a pre-annexation agreement.

- A municipality cannot use a pre-annexation agreement to shirk its statutory duty to provide urban services to the annexed area. The agreement must include a plan for extending major services like water, sewer, police, and fire protection on substantially the same basis as the rest of the city.
- The municipality cannot force the newly annexed property to finance the full cost of extending major trunk water and sewer lines, though it can set a timetable for their construction.

Senate Bill 180

Senate Bill 180 (2025) became law Florida June 2025. The law limits the ability of local governments to enact moratoriums, restrict development, or impose burdensome procedures for new construction and reconstruction within a specific radius of hurricanes after a federal disaster declaration.

- In accordance with Senate Bill 180, the City discloses that the Developer has proposed and can propose Voluntary restrictions and to use the property under a set of self-imposed restrictions that are *more* stringent than the city's general zoning code. The city can then approve the rezoning based on its determination that this restricted use is in the public interest.
- Restrictive covenants**:** The agreement can legally incorporate restrictive covenants—private, enforceable promises tied to the property's deed—as part of the annexation and zoning process as assurance development will meet standards.

Planning Architectural Review Board

The City Commission will act on the Pre-Annexation Agreement(s) and Annexation Ordinance(s). Forthcoming for review and considerations are staff report/findings for:

(2) Future Land Use Map Amendment(s);

(2) Site Specific Policy Text Amendment(s), and

(2) Master Planned Development Agreements(s); and

(6) Developer’s Application(s), Agreements, Maps, and Exhibits.

Staff Finding:

Applicant: Michael D. Chiumento, Esq.
Site Location: West side of John Anderson Highway & South of SR 100
Total Acreage: 515 +/- acres
Veranda Bay is a voluntary annexation; in accordance with Ch 171 F.S. notice and hearing requirements have been met and will be met up through adoption.

A feasibility study for the proposed annexation has been completed which includes maps, description of general land use patterns, and demonstrates the City's ability to provide municipal services, including water and sewer services. *Excerpt Feasibility Study Section 10, MPDA*.

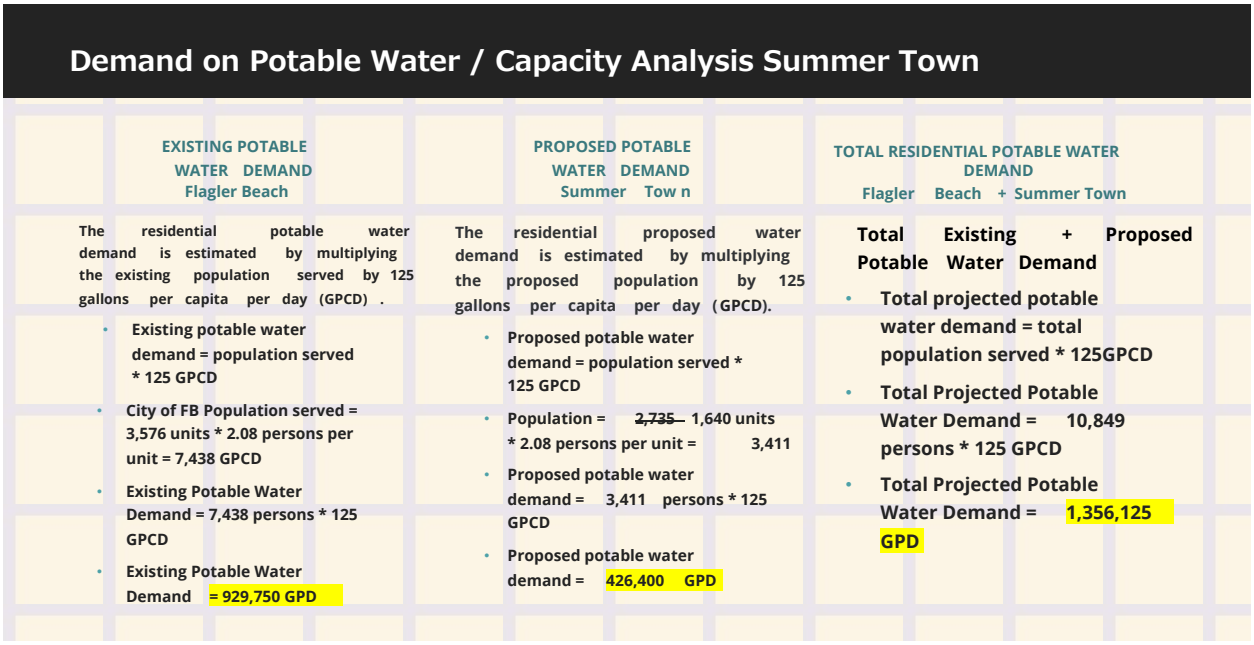
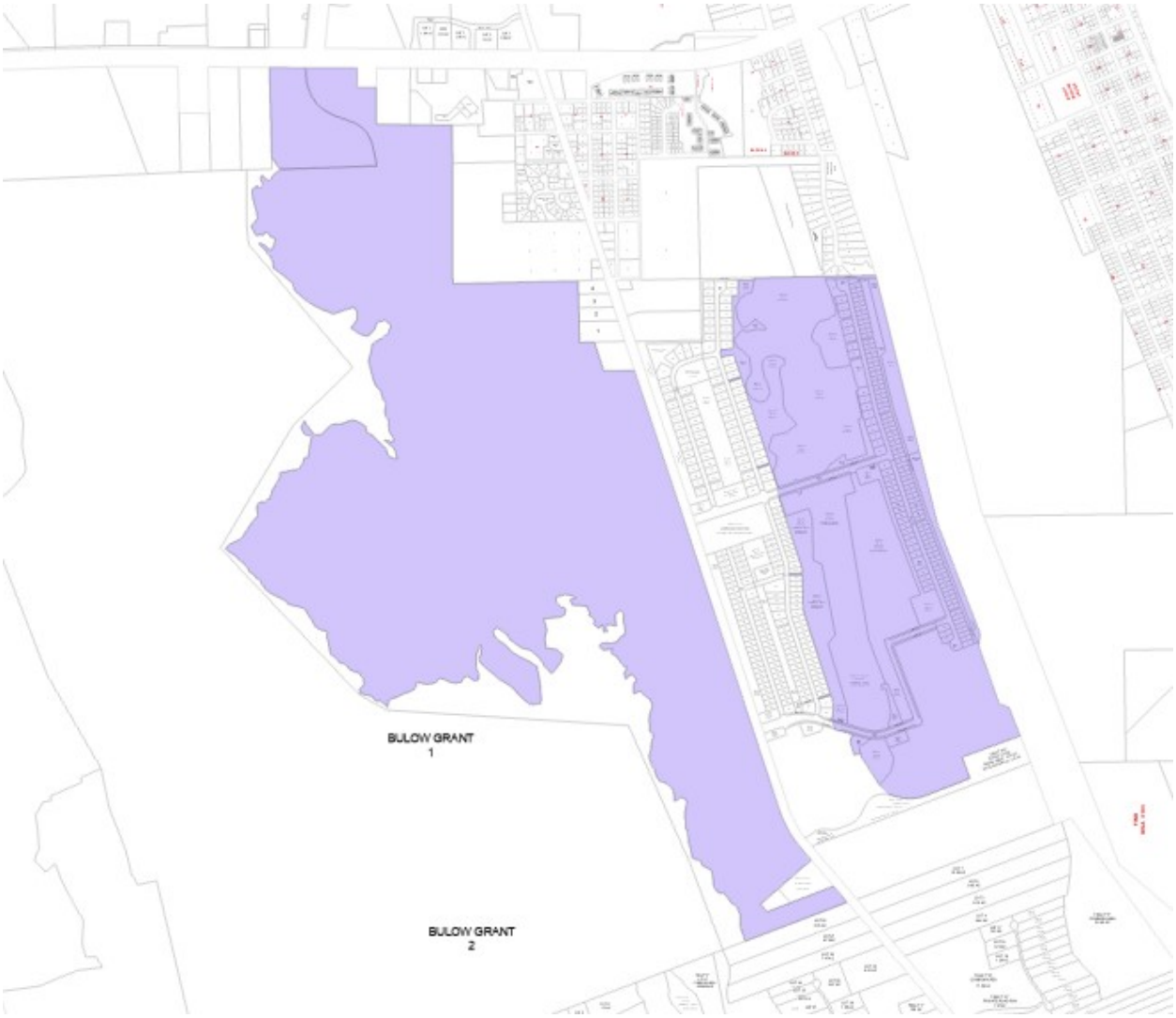


Figure 1 Excerpt Potable Water Demand and City Ability to Meet Demand

Staff Recommendation
The Pre-Annexation Agreement and Annexation Ordinance 2025-22 meet Ch 171 statutory requirements, and consistent with the City's Comprehensive Plan.

Staff recommends the Planning and Architectural Review Board find the Pre-Annexation and Annexation Ordinance 2025-22 meets Ch 171 statutory requirements, is consistent with the City's Comprehensive Plan, and consistent with SB 180; and to forward to the City Commission with the recommendation the City Commission approve Pre-Annexation Agreement and Annexation Ordinance 2025-22 as it meets statutory requirements of Ch 171, and is consistent with the City's Comprehensive Plan and is consistent with SB 180.



Source: Flagler County GIS Map 1 Annexation Veranda Bay & Summertown

City of Flagler Beach

Planning & Zoning Department
P.O. Box 70 * 800 S Daytona Ave.
Flagler Beach, FL 32136
www.cityoftlaglerbeach.com

To: Planning and Architectural Review Board

From: Lupita McClenning, City Planner

Re: Staff Report Voluntary Annexation
Application No. PAN 25-0001 Ordinance ~~2025-21~~ 2025-22

Date: October 1, 2025

Applicant: Michael Chiumento, Esq

Site Location: West of John Anderson Highway; South of SR 100

Total Acres: +/- 514 Acres

In accordance with Florida Statutes 177, applicant filed a petition to voluntarily annex +/- 514 acres into the City of Flagler Beach. The subject property is located south of State Road (SR) 100, on the west side of John Anderson Highway in unincorporated Flagler County.

The proposed annexation meets the criteria set forth in Subsection 171.044, Florida Statutes regarding the character of the area to be annexed, as the property sought to be annexed is reasonably compact and contiguous to the City's boundary.

The required notice(s) of the annexation published once each week for 2 consecutive weeks in local newspaper. The notice gave the ordinance number and a brief, general description of the subject property.

The City represents facilities shall be in place and available to serve new development by the issuance by the City of Flagler Beach of a certificate of occupancy or its functional equivalent.

The City of Flagler Beach currently provides water, wastewater; and through mutual aid agreement provides police and fire services to nearby parcels in unincorporated Flagler County.

In addition to the Florida Statutes 177, the proposed annexation is consistent with the goals and policies of the City's Comprehensive Plan, specifically Policy A.1.4.1 which states that the City shall investigate opportunities for annexation of commercial and value-added properties.

RECOMMENDATION

Based on the findings stated above, the petition for annexation meets requirements for a voluntary annexation and recommends the PARB recommend to the City Commission that the +/- 514 Acres subject property be included within the corporate area and City limits of Flagler Beach.

ORDINANCE 2025-22
ANNEXATION OF SUMMERTOWN – APPLICATION NO. PAN25-0002

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, TO ANNEX PROPERTY TO BE INCLUDED WITHIN THE CORPORATE AREA AND CITY LIMITS OF THE CITY OF FLAGLER BEACH; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 514.06 ACRES OF PROPERTY DESCRIBED IN EXHIBIT "A" TO THIS ORDINANCE AND LYING IN THE AREAS PROXIMATE TO THE EXISTING CITY LIMITS OF THE CITY OF FLAGLER BEACH, FLAGLER COUNTY, FLORIDA; PROVIDING FOR ANNEXATION IN ACCORDANCE WITH THE VOLUNTARY ANNEXATION PROVISIONS OF SECTION 171.044, FLORIDA STATUTES; PROVIDING FOR ANNEXATION OF REAL PROPERTY/AMENDMENT OF CORPORATE/CITY LIMITS; PROVIDING FOR RIGHTS AND PRIVILEGES RESULTING FROM ANNEXATION UPON LAND USES; PROVIDING FOR EFFECT ON A VALOREM TAXES; PROVIDING FOR EFFECT ON BUSINESSES AND OCCUPATIONS; PROVIDING FOR EFFECT ON BUSINESSES AND OCCUPATIONS; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, a Petition for Annexation has been filed with the City Clerk of the City of Flagler Beach, Florida, which petition contains the names of the property owners of the area described in this Ordinance in Exhibit "A" and depicted in Exhibit "B", and requests annexation into the incorporated area and City Limits of the City of Flagler Beach, Florida; and

WHEREAS, the City's staff has certified that the property owners have signed the petition for Annexation; and

WHEREAS, the City Commission hereby finds that the property described hereinafter is reasonably compact and contiguous to the corporate areas of the City of Flagler Beach, Florida, and it is further determined that the annexation of said property will not result in the creation of any enclaves, and it is further determined that the property otherwise fully complies with the requirements of State law; and

WHEREAS, the City of Flagler Beach, Florida, is in a position to provide municipal services to the property described herein, and the City Commission of the City of Flagler Beach, Florida, deems it in the best interest of the City to accept said Petition for Annexation and to annex said property; and

WHEREAS, pursuant to, and in compliance with the law, notice has been given by publication once a week for two consecutive weeks in a newspaper of general circulation notifying the public of this proposed Ordinance and of public hearings to be held at City Hall in the City of Flagler Beach, see the affidavit of publication, attached hereto and incorporated herein as Exhibit "C"; and

WHEREAS, the provisions of this ordinance and the actions taken herein are consistent with the City's Comprehensive Plan and State law; and

WHEREAS, public hearings were held pursuant to the requirements of State law and in conformity with the published notice described above at which hearings the parties in interest and all others had an opportunity to be, and were in fact, heard; and

WHEREAS, it is the City's best interest to annex property which provides economic and other benefits to the City wherever possible.

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE CITY OF FLAGLER BEACH, FLORIDA:

SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS.

(a) The property that is the subject of this Ordinance and the Petition for Annexation is described in Exhibit "A" and depicted in Exhibit "B" in Section 2 of this Ordinance.

(b) The above recitals (whereas clauses) are hereby adopted as the legislative and administrative findings of the City Commission of the City of Flagler Beach. The City Commission of the City of Flagler Beach finds and determines that there is competent substantial evidence to support the findings and determinations made in this Section.

(c) The City Commission of the City of Flagler Beach adopts as legislative and administrative findings the fact that the land area described in Section 2 of this Ordinance (hereinafter referred to as the "Area") is reasonably compact and contiguous to the present Corporate limits of the City of Flagler Beach, and that no part of the Area is within the boundary of another municipality or the County in any manner or configuration that would contravene the provisions of Florida law or be contrary to sound and generally accepted land use planning practices and principles. The City Commission of the City of Flagler Beach finds that the

annexation of the Area does not create and enclave and that the Area otherwise fully meets the criteria established in Chapter 171, *Florida Statutes*.

(d) The City Commission of the City of Flagler Beach has applied the laws of the State of Florida, Chapter 171, Florida Statutes, as well as the case law analyzing, construing and applying said statutory provisions, and the legislative intent pertaining to said statutory provisions as set forth in legislative reports. Further in compliance with Section 171.044, *Florida Statutes*, the City of Flagler Beach published the notice of annexation in the Daytona Beach News Journal once each week for two consecutive weeks as evidenced by the affidavit of publication attached hereto and incorporated herein as Exhibit "C".

(e) The City Commission of the City of Flagler Beach finds and determines that there is competent substantial evidence to support the findings and determinations made in this Section and that no other action of the City is required to fully implement an annexation of the Area as set forth herein.

SECTION 2. ANNEXATION OF PROPERTY/AMENDMENT OF CORPORATE/CITY LIMITS. The lands described in Exhibit "A" and shown on the map in Exhibit "B" attached hereto ("Area") be and they are hereby annexed to and included within the corporate limits of the City of Flagler Beach, Florida.

SECTION 3. RIGHTS AND PRIVILEGES RESULTING FROM ANNEXATION/EFFECT OF ANNEXATION UPON LAND USES.

(a) Upon this Ordinance becoming effective, the property owner shall be entitled to all the rights and privileges and immunities as are form time to time granted to property owners of the City of Flagler Beach, Florida, as further provided in Chapter 171, *Florida Statutes*, and shall further be subject to the responsibilities of ownership as may from time to time be determined by the City Commission of the City of Flagler Beach, Florida, and the provisions of Chapter 171, *Florida Statutes.*

(b) Upon annexation, the Area shall retain the zoning classification established by the Land Development Code of Flagler County, the land development approvals granted by Flagler County, and a land use designation as assigned by the Flagler County Comprehensive Plan in accordance with the provisions of Section 171.062, *Florida Statutes*, until otherwise changed or

amended by an appropriate ordinance or by a number of ordinances as may be enacted by the City Commission of the City of Flagler Beach, Florida.

SECTION 4. EFFECT ON AD VALOREM TAXES. All property lying within the boundaries of the Corporate/City Limits of the City of Flagler Beach, Florida as hereby revised, shall hereafter be assessed for payment of municipal ad valorem taxes pursuant to law.

SECTION 5. EFFECTIVE ON BUSINESSES AND OCCUPATIONS. All persons who are lawfully engaged in any occupation, business, trade or profession, within the Area upon the effective date of this Ordinance, under a valid license or permit issued by Flagler County, Florida, shall have the right to continue such occupation, business, trade or profession within the corporate limits of the City of Flagler Beach, as revised, upon the securing of a valid business tax receipt from the City of Flagler Beach, which receipt shall be issued upon payment of the appropriate fee there, without the necessity of taking or passing any additional examination or test relating to the qualifications of such licenses.

SECTION 6. CONFLICTS. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

SECTION 7. SEVERABILITY. It is hereby declared to be the intention of the City Commission that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are servable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such constitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance.

SECTION 8. EFFECTIVE DATE. This Ordinance shall become effective immediately upon adoption by the City Commission of the City of Flagler Beach, Florida, and pursuant to the City Charter.

APPROVED on First Reading the _____day of _____, 2025.

ADOPTED on Second Reading after due public notice and public hearing this _____day of _____ 2025.

ATTEST:

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

_____
CITY CLERK

_____
Patti King, Mayor

APPROVED AS TO FORM AND LEGALITY:

_____
DREW SMITH, CITY ATTORNEY

Attachments: Exhibit "A" – Legal Description of Annexation Area
Exhibit "B" – Depiction of Annexation Area
Exhibit "C" – Affidavit of Publication

EXHIBIT "A"

A PORTION OF LOTS 1, 3, 7, 8 AND 9, AND ALL OF LOTS 4, 10, 11 AND 12, BLOCK C, BUNNELL DEVELOPMENT COMPANY'S LAND AS RECORDED IN PLAT BOOK 1, PAGE 1, IN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, TOGETHER WITH A PORTION OF GOVERNMENT SECTION 14, 38, AND 39, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, SITUATED IN GOVERNMENT SECTIONS 11, 14, 38 AND 39, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY (STATE ROAD 201) AND THE NORTH LINE OF SAID SECTION 38-12-31; THENCE SOUTH 71°47'17" WEST, A DISTANCE OF 100.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY (STATE ROAD 201), ALSO BEING THE POINT OF BEGINNING; THENCE ALONG SAID WEST RIGHT OF WAY LINE THE FOLLOWING THREE COURSES: SOUTH 18°10'26" EAST, A DISTANCE OF 3,184.36 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1,196.28 FEET, A CENTRAL ANGLE OF 22°09'26" AND A CHORD DISTANCE OF 459.74 FEET WHICH BEARS SOUTH 29°14'21" EAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 462.62 FEET; THENCE SOUTH 40°21'41" EAST, A DISTANCE OF 776.28 FEET; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE SOUTH 69°18'47" WEST, A DISTANCE OF 1,433.82 FEET, THENCE NORTH 20°41'22" WEST, A DISTANCE OF 995.98 FEET, THENCE NORTH 24°04'44" WEST, A DISTANCE OF 1,618.01 FEET; THENCE NORTH 86°17'06" WEST, A DISTANCE OF 2,604.28 FEET; THENCE NORTH 60°37'10" WEST, A DISTANCE OF 341.50 FEET; THENCE NORTH 43°23'02" WEST, A DISTANCE OF 2,172.87 FEET, THENCE NORTH 30°47'31" EAST, A DISTANCE OF 1,526.35 FEET; THENCE NORTH 45°31'15" EAST, A DISTANCE OF 902.38 FEET; THENCE NORTH 40°14'18" WEST, A DISTANCE OF 1,732.75 FEET; THENCE NORTH 06°10'40" WEST, A DISTANCE OF 189.68 FEET; THENCE NORTH 00°15'33" WEST, A DISTANCE OF 614.90 FEET; THENCE NORTH 88°32'16" EAST, A DISTANCE OF 257.93 FEET; THENCE NORTH 01°27'08" WEST, A DISTANCE OF 1,087.72 FEET TO A POINT ON THE SOUTH LINE OF STATE ROAD NO. 100; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE SOUTH 89°29'03" EAST A DISTANCE OF 959.81 FEET; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE SOUTH 00°30'57" WEST, A DISTANCE OF 210.00 FEET; THENCE SOUTH 89°29'03" EAST, A DISTANCE OF 210.00 FEET; THENCE SOUTH 00°30'57" WEST, A DISTANCE OF 389.92 FEET; THENCE SOUTH 89°28'38" EAST, A DISTANCE OF 822.42 FEET; THENCE SOUTH 00°06'48" EAST, A DISTANCE OF 1,704.61 FEET; THENCE NORTH 88°51'12"EAST, A DISTANCE OF

1,350.55 FEET; THENCE SOUTH 01°10’32” EAST, A DISTANCE OF 660.84 FEET; THENCE NORTH 88°37’17” EAST, A DISTANCE OF 158.75 FEET; THENCE SOUTH 18°14’40” EAST, A DISTANCE OF 330.09 FEET; THENCE NORTH 88°50’11” EAST, A DISTANCE OF 330.04 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY (STATE ROAD 201); THENCE ALONG SAID RIGHT OF WAY LINE SOUTH 18°15’00” EAST, A DISTANCE OF 1,788.60 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT: THE LAND CONTAINED IN THE QUIT CLAIM DEED TO EAST FLAGLER MOSQUITO CONTROL DISTRICT RECORDED IN OFFICIAL RECORDS BOOK 1620, PAGE 434, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING 0.89 ACRES, MORE OR LESS.

LESS AND EXCEPT: THE LAND CONTAINED IN THE SPECIAL WARRANTY DEED TO FLAGLER COUNTY RECORDED IN OFFICIAL RECORDS BOOK 1636, PAGE 1694, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING 81.32 ACRES, MORE OR LESS.

LESS AND EXCEPT: THE LAND CONTAINED IN THE SPECIAL WARRANTY DEED TO HIGHWAY 100 COMMERCIAL LLC RECORDED IN OFFICIAL RECORDS BOOK 1789, PAGE 750, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING 18.94 ACRES, MORE OR LESS.

LESS AND EXCEPT: TRACT PL-2 OF THE VACATED PLAT OF GARDENS AT HAMMOCK BEACH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 35, PAGES 80 THROUGH 100, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING A TOTAL OF 13.17 ACRES, MORE OR LESS.

TOGETHER WITH

A PORTION OF TRACT "FD2", GARDENS AT HAMMOCK BEACH, AS RECORDED IN MAP BOOK 35, PAGES 80 THROUGH 100 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING COMMENCE AT THE NORTHWESTERLY CORNER OF SAID TRACT "FD2", SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 100 (A 200 FOOT RIGHT OF WAY AS ESTABLISHED); THENCE SOUTH 89 DEGREES 29 MINUTES 03 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 382.15 FEET TO THE INTERSECTION WITH SOUTHWESTERLY RIGHT OF WAY LINE OF VILLA DRIVE WEST (A VARIABLE WIDTH PRIVATE RIGHT OF WAY AS ESTABLISHED), SAID POINT BEING THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 35.00 FEET; THENCE ALONG SAID CURVE AND SAID SOUTHWESTERLY RIGHT OF WAY LINE AN ARC DISTANCE OF 51.49 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 41

DEGREES 37 MINUTES 50 SECONDS EAST, AND A CHORD DISTANCE OF 46.97 FEET; THENCE SOUTH 00 DEGREES 30 MINUTES 47 SECONDS WEST, A DISTANCE OF 29.81 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 470.00 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 578.46 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 34 DEGREES 44 MINUTES 45 SECONDS EAST, AND A CHORD DISTANCE OF 542.64 FEET; THENCE SOUTH 70 DEGREES 00 MINUTES 17 SECONDS EAST, A DISTANCE OF 190.75 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 360.00 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 364.42 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 41 DEGREES 00 MINUTES 17 SECONDS EAST, AND A CHORD DISTANCE OF 349.06 FEET; THENCE SOUTH 12 DEGREES 00 MINUTES 17 SECONDS EAST, A DISTANCE OF 170.79 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 260.00 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 48.62 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 06 DEGREES 3B MINUTES 50 SECONDS EAST AND A CHORD DISTANCE OF 48.55 FEET; THENCE SOUTH 88 DEGREES 37 MINUTES 36 SECONDS WEST DEPARTING THE AFOREMENTIONED SOUTHWESTERLY RIGHT OF LINE OF VILLA DRIVE WEST, A DISTANCE OF 471.38 FEET; THENCE SOUTH 88 DEGREES 28 MINUTES 30 SECONDS WEST, A DISTANCE OF 589.08 FEET; THENCE NORTH 33 DEGREES 37 MINUTES 07 SECONDS WEST, A DISTANCE OF 50.65 FEET; THENCE NORTH 38 DEGREES 07 MINUTES 37 SECONDS WEST, A DISTANCE OF 95.67 FEET TO A POINT ON A WESTERLY LINE OF THE AFOREMENTIONED TRACT "FD2, GARDENS AT HAMMOCK BEACH"; THENCE NORTH 01 DEGREES 27 MINUTES 08 SECONDS WEST, A DISTANCE OF 968.01 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"

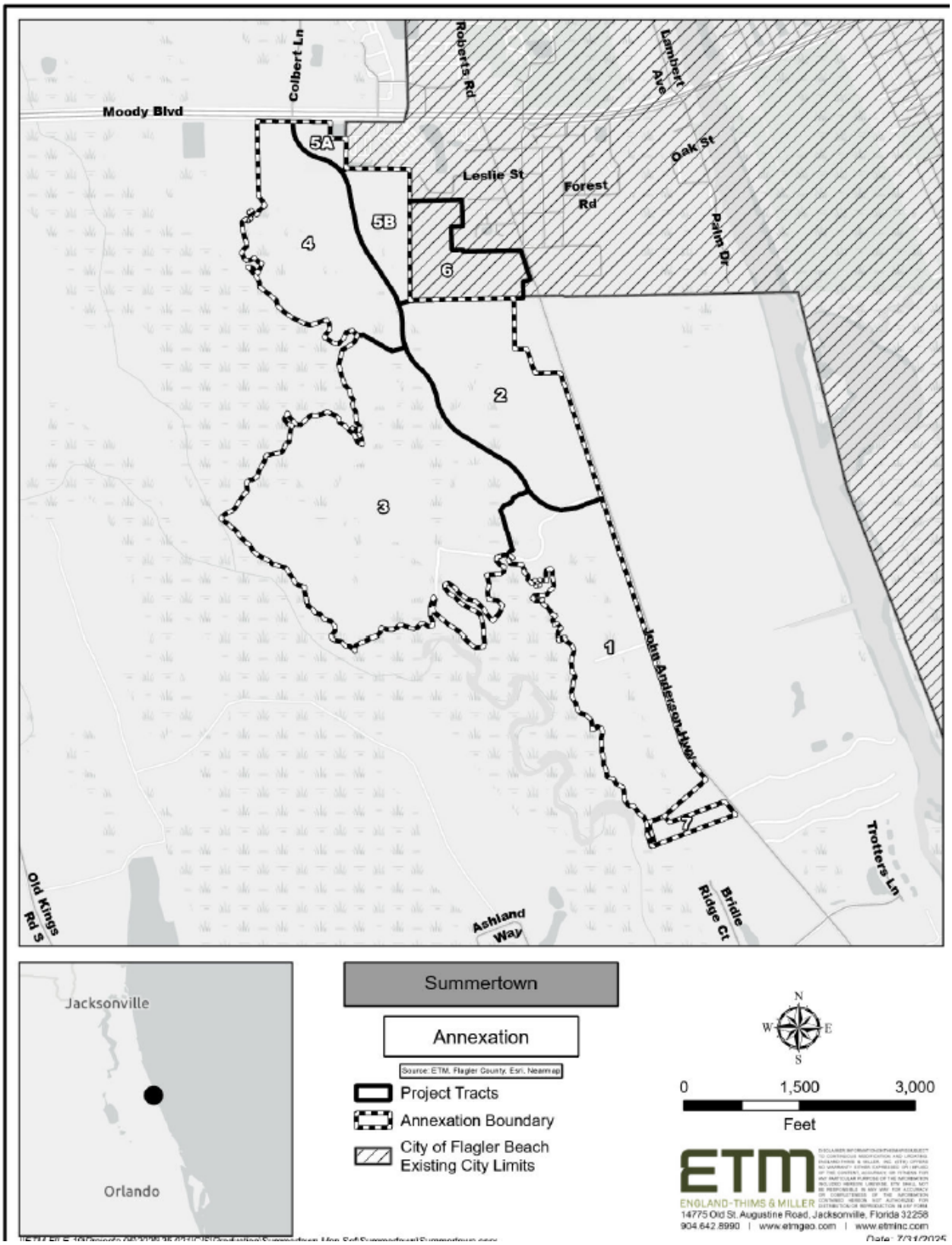

Moody Blvd
Colbert Ln
Roberts Rd
Lambert Ave
Oak St
Leslie St
Forest Rd
Palm Dr
5A
5B
6
4
2
3
1
7
John Anderson Hwy
Old Kings Rd S
Ashland Way
Bridle Ridge Ct
Trotters Ln
Jacksonville
Orlando
Summertown
Annexation
Source: ETM, Flagler County, Esri, Nearmap
Project Tracts
Annexation Boundary
City of Flagler Beach Existing City Limits
N
W
E
S
0
1,500
3,000
Feet
ETM
ENGLAND-THIMS & MILLER
14775 Old St. Augustine Road, Jacksonville, Florida 32258
904.642.8990 | www.etmgeo.com | www.etminc.com

EXHIBIT "C"

Serial Number
25-00354F

Observer
You. Your Neighbors. Your Neighborhood.
PalmCoastObserver.com

Palm Coast Observer
Published Weekly
Palm Coast, Flagler County, Florida

COUNTY OF FLAGLER

STATE OF FLORIDA

Before the undersigned authority personally appeared Nancy Kay Raymond who on oath says that he/she is Publisher's Representative of the Palm Coast Observer a weekly newspaper published at Palm Coast, Flagler County, Florida; that the attached copy of advertisement,

being a Public Hearing

in the matter of Ordinance 2025-22

in the Court, was published in said newspaper by print in the

issues of 9/25/2025

Affiant further says that the Palm Coast Observer complies with all legal requirements for publication in chapter 50, Florida Statutes.

*This Notice was placed on the newspaper's website and floridapublicnotices.com on the same day the notice appeared in the newspaper.

N. Kay Raymond
Nancy Kay Raymond

Sworn to and subscribed, and personally appeared by physical presence before me,

25th day of September, 2025 A.D.

by Nancy Kay Raymond who is personally known to me.

Sara Hubert
Notary Public, State of Florida
(SEAL)

SARA HUBERT
NOTARY
My Comm. Expires
Sept. 7, 2026
HH 309909
PUBLIC
STATE OF FLORIDA

CITY OF FLAGLER BEACH NOTICE OF PUBLIC HEARING

The City Commission proposes to adopt Ordinance No 2025-22 Entitled:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, TO ANNEX PROPERTY TO BE INCLUDED WITHIN THE CORPORATE AREA AND CITY LIMITS OF THE CITY OF FLAGLER BEACH; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 514.06 ACRES OF PROPERTY DESCRIBED IN EXHIBIT "A" TO THIS ORDINANCE AND LYING IN THE AREAS PROXIMATE TO THE EXISTING CITY LIMITS OF THE CITY OF FLAGLER BEACH, FLAGLER COUNTY, FLORIDA; PROVIDING FOR ANNEXATION IN ACCORDANCE WITH THE VOLUNTARY ANNEXATION PROVISIONS OF SECTION 171.044, FLORIDA STATUTES; PROVIDING FOR ANNEXATION OF REAL PROPERTY/AMENDMENT OF CORPORATE/CITY LIMITS; PROVIDING FOR RIGHTS AND PRIVILEGES RESULTING FROM ANNEXATION UPON LAND USES; PROVIDING FOR EFFECT ON A VALOREM TAXES; PROVIDING FOR EFFECT ON BUSINESSES AND OCCUPATIONS; PROVIDING FOR EFFECT ON BUSINESSES AND OCCUPATIONS; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

This notice is pursuant to the provisions of Chapter 166 and 171, Florida Statutes, and the Charter and Ordinances of the City of Flagler Beach, Florida as amended and supplemented. Subject annexation meets the statutory criteria for annexation as established in Chapter 171, Florida Statutes.

PUBLIC HEARINGS ARE SCHEDULED TO BE HELD AT CITY HALL, 105 S. 2ND STREET, FLAGLER BEACH, FLORIDA AS FOLLOWS:

PLANNING AND ARCHITECTURAL REVIEW BOARD: TUESDAY, OCTOBER 7, 2025 AT 5:30 P.M.

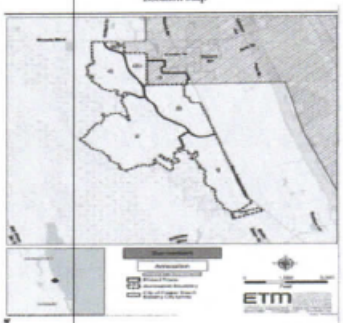
1ST READING: CITY COMMISSION: THURSDAY, OCTOBER 9, 2025 AT 5:30 P.M. OR AS SOON THEREAFTER AS POSSIBLE.

2ND READING: CITY COMMISSION: NOVEMBER 13, 2025 AT 5:30 P.M. OR AS SOON THEREAFTER AS POSSIBLE.

Copies of the proposed Ordinance and legal description of the property by metes and bounds are available and may be obtained from the office of the City Clerk at 386-517-2000 Ext. 233.

Persons are advised that, if they decide to appeal any decision made at these meetings/hearings, they will need a record of the proceedings and for such purpose, they may 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, per Section 286.0105, Florida Statutes. In accordance with the Americans with Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk's Office at 386-517-2000 Ext. 233 at least 48 hours prior to the meeting.

Location Map



Sep. 25 25-00354F

Return to:

City of Flagler Beach
City Clerk
105 2nd Street
Flagler Beach, FL 32136

SUMMERTOWN PRE-ANNEXATION AGREEMENT

THIS PRE-ANNEXATION AGREEMENT ("Agreement') is made and entered into by and between the **City of Flagler Beach, a municipal corporation** organized and existing under the laws of the State of Florida (hereinafter referred to as the "City"), whose address is 105 South 2nd Street, Flagler Beach, Florida 32136, **Veranda Bay Investments, LLC, a Florida limited liability company ("Veranda")** whose address is 3129 Springbank Lane, Charlotte, North Carolina 28226 and **Highway 100 Commercial LLC ("HC 100")** whose address is 800 North Highland Ave, Suite 200, Orlando, Florida 32803 (hereinafter collectively referred to as the "Owners") this ___ day of _____, 2025, (the "Effective Date") and shall automatically become null and void unless the events described in Section 12(C), below, have occurred on or before the date set forth therein.

RECITALS

A. The parties desire to annex the following properties (the "Annexed Property", **Exhibit. "A"**) into the City of Flagler Beach.

B. Veranda is the owner of certain real property located in Flagler County, Florida consisting of approximately 495.12 acres, which real property is more particularly described in **Exhibit "A"** attached hereto (hereinafter referred to as the "Veranda Property");

C. HC100 is the owner of certain real property located in Flagler County, Florida consisting of approximately 18.94 acres, which real property is more particularly described in **Exhibit "A"** attached hereto (hereinafter referred to as the "HC100 Property");

D. The Annexed Property is presently located in the unincorporated areas of Flagler County and is assigned the Agriculture & Timberlands, Conservation, and Mixed use: High Intensity future land use designations under the provisions of the Flagler County Comprehensive Plan;

E. The Annexed Property is assigned the Planned Unit Development zoning classification under the provisions of the Flagler County Land Development Code and is subject to that PUD Development Agreement (the "PUD DA") recorded at Official Records Book 1429, Page 19 et seq, as identified in the Approvals in **Exhibit "B"** attached (hereinafter referred to as "Approvals";

F. As negotiated in the PUD DA, the Owners, as a successor, previously conveyed approximately 1,100 acres of land designated as environmental lands to Flagler County for the purpose of preservation, conservation and public recreation for the benefit of citizens of Flagler County (the "Dedicated Lands");

G. The City desires to annex the Annexed Property into the City of Flagler Beach recognizing that (i) the Annexed Property is intended to be developed as a mixed-use development

consistent with the Approvals, and (ii) the Parties to this Agreement desire to amend the comprehensive plan designation and rezone the Annexed Property;

H. Under Section 171.044(1), Florida Statutes, property sought to be annexed must be reasonably compact and contiguous to the boundaries of the annexing municipality;

I. The Annexed Property is reasonably compact and contiguous and will satisfy all requirements for voluntary annexation set forth in Chapter 171, Florida Statutes;

J. Section 171.062(1), Florida Statutes, provides as follows:

"An area annexed to a municipality shall be subject to all laws, ordinances and regulations in force in that municipality and shall be entitled to the same privileges and benefits as other parts of that municipality upon the effective date of the annexation.";

K. Section 166.021(8) (b) and (c), *Florida Statutes*, specifically states, with regard to economic development, that:

"(b) The governing body of a municipality may expend public funds to attract and retain business enterprises, and the use of public funds toward the achievement of such economic development goals constitutes a public purpose. The provisions of this chapter which confer powers and duties on the governing body of a municipality, including any powers not specifically prohibited by law which can be exercised by the governing body of a municipality, shall be liberally construed in order to effectively carry out the purpose of this subsection."

and

"(c) For the purposes of this subsection, it constitutes a public purpose to expend public funds for economic development activities, including, but not limited to, developing or improving local infrastructure, issuing bonds to finance or refinance the cost of capital projects for industrial or manufacturing plants, leasing or conveying real property, and making grants to private enterprises for the expansion of businesses existing in the community or the attraction of new businesses to the community.";

L. The City desires to ensure that any amendment to the Approvals and the development of the Annexed Property is compatible with surrounding land uses, that adequate public facilities exist or will be in place concurrent with the impact of such development in the manner required by applicable law;

M. The City has taken action to (i) expand the capacity of its potable water, wastewater and reuse water utility services and (ii) increase the rates of its adopted impact fees both anticipating that the Annexed Property will be developed at a greater density and intensity than as presently provided in the Approvals.

N. In the event the Approvals are amended, the City and the Owners desire to (i) implement land use densities and intensities that are compatible with the economic development goals of the City and (ii) develop the Annexed Property at its highest and best use and aligned with the limiting policy accompanying the map amendment voluntarily limiting certain development entitlements;

O. The City represents to the Owners that adequate public facilities and services, including but not limited to potable water and wastewater, currently exist to serve the Annexed Property or will be available at the time of development in accordance with applicable laws regarding concurrency;

P. This Agreement is authorized by, permitted by, and consistent with the provisions of the City's Home Rule Charter; the City's Comprehensive Plan, Chapter 163, *Florida Statutes*, Chapter 166, *Florida Statutes*, the State Comprehensive Plan (Chapter 187, *Florida Statutes*); Article VIII, Section 2(b), *Constitution of the State of Florida*, Chapter 171, *Florida Statutes*; and other applicable law; and serves and advances a vital public purpose;

Q. The City finds and determines that the City's interest will be best served by annexing the Annexed Property into its municipal boundaries and by entering into this Agreement to ensure that the proposed development of the Annexed Property is consistent with the Approvals and, if amended, is in accordance with the City's Comprehensive Plan;

R. Owners seek to obtain for the Annexed Property the benefits and privileges of inclusion within the boundaries of the City, which include the designation of the Annexed Property on the City's Future Land Use Map and the assignment of zoning categories to allow for the development of the Annexed Property consistent with the Approvals and the provisions of all services, facilities, and utilities as are available to all residents of the City; and

S. The purpose of this Agreement is to set forth the understandings and agreements of the Parties with respect to the foregoing, and other matters set forth herein;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration each to the other provided, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Section 1. Recitals

(A) The above recitals are adopted as the findings of the City of Flagler Beach City Commission included as Exhibit XX, accompany the Annexation Ordinance.

(B) The above recitals are true and correct, are incorporated into this Agreement by reference, and form a material part of this Agreement upon which the Parties have relied, including, but not limited to, the assertions that the Owners own a portion of the Annexed Property and have legal authority and are empowered to enter into this Agreement to make binding commitments.

Section 2. Annexation.

(A) This Agreement, upon execution by the Owners, shall serve as and constitute an annexation petition by the Owners for the annexation of the Annexed Property into the City, provided that the City shall thereafter annex the Annexed Property into the City subject to the terms and conditions of this Agreement.

(B) This Agreement is entered into under the authority of the Florida Constitution (including Article VIII, Section 2(b) thereof), the general powers conferred upon municipalities by statute and otherwise (including Chapter 163 and 166, Florida Statutes), and the City's Charter. The persons executing this Agreement represent that they have full authority and the necessary

approval and authorization to enter into and execute this Agreement on behalf of the applicable Party and all landowners of the Annexed Property. The City hereby represents, warrants, and covenants to and with the Owners that this Agreement has been validly approved by the Flagler Beach City Commission, that it has been duly executed and delivered by the City, that it is consistent with the City's Comprehensive Plan (adopted by the City pursuant to Chapter 163, Part II, Florida Statutes) and the land development regulations of the City of Flagler Beach (including, without limitation, the City's Land Development Regulations and, collectively, the "**City Regulations**"), and that the enforceability hereof is not subject to impairment on the basis of any public policy or police power.

(C) The Owners consent to or petitioned for annexation of their respective properties. The Owners have delegated and assigned to Veranda the right and responsibility for negotiating this Agreement on behalf of all the Owners.

Section 3. INTENTIONALLY DELETED

Section 4. Development Conditions and Public Facilities

(A) Water/Sewer/Reuse: The Annexed Property, after the effective date of this Agreement, shall be located within the City's urban service boundary. Except as provided herein, the City's municipal services including but not limited to water, sanitary sewer and reuse water ("Services") shall be provided to the Annexed Property. As a material part of this Agreement, the City represents to the Owners that it shall provide at a minimum 111,000 gallons/day of water and wastewater treatment capacity to the Annexed Property. Therefore, the City shall reserve sufficient potable, wastewater, and reuse water capacity for the Annexed Property. However, in the event the City cannot immediately provide and pay for one or any of these Services to the Annexed Property upon the Owners' written request, the Owners shall be permitted, without objection by the City, to either (i) obtain Services from third parties and/or (ii) construct such Services. For example, in the event the City cannot provide water sanitary sewer to the Annexed Property as provided above, the City shall permit the Owners to obtain such service from an adjacent provider or construct facilities to provide such services. The City shall not charge fees to a community development district or a property owners' association for the use of City reuse water for common areas the later of (i) January 1, 2036 or (ii) for ten (10) years after the City provides reuse water to the Annexed Property. Moreover, the City shall not require the Declarant to prepay water and sewer "impact", "connection" or "CIAC" fees until the City issues a building permit for a residential or non-residential structure.

(B) Solid Waste: Solid waste collection services are available to serve the demands generated by the Annexed Property as it is to any other owner of City property and will be available concurrent with the impacts of the development of the Annexed Property. If reasonably possible, the Owners shall utilize the City's solid waste collection franchise.

(C) Public Safety: The City will provide fire (having a first response agreement with Flagler County as part of its service network), police, and EMS facilities, including the equipment and services necessary to serve the Annexed Property at a level consistent with the City's adopted

level of service. All such public services are available to support the development of the Annexed Property.

(D) Transportation: Transportation issues and transportation impacts will be addressed through the City's concurrency management system as presently adopted, Chapter 163, Florida Statutes, and traffic studies performed by a qualified engineer. The City shall not require any above or below grade crossings for any intersection.

(E) Permitting and Permit Review. As provided herein, the Parties recognize and agree that certain provisions of this Agreement will require the City and/or its boards, departments or agencies, acting in their governmental capacity to consider certain changes in the City Comprehensive Plan, zoning ordinances or other applicable City codes, plans or regulations, as well as to consider other governmental actions as set forth in this Agreement. All such considerations and actions shall be undertaken in accordance with established requirements of the City's jurisdiction under its police power, processed in good faith and in a timely fashion. Nothing in this Agreement is intended to limit or restrict the powers and responsibilities of the City in acting on applications for Comprehensive Plan changes and applications for other development actions. The Parties further recognize and agree that these proceedings will be conducted openly, fully, freely, and fairly in accordance with law, and with both procedural and substantive due process to be accorded the applicant and any member of the public. Nothing contained in this Agreement shall entitle Owners to compel the City to take actions, except to timely process such applications. Owners must process any final plats of the Annexed Property for approval by the City which shall allow for the posting of proper bonds as provided by Florida law. The Owners are permitted to market for sale any parcel or lot pending approval and recording of final plats (as may be bonded), provided that title to such will not be conveyed to third party purchasers prior to the recording of final plats.

(F) Buffers/Open Space/Trees: For any future development, the Owners shall place an encumbrance or easement on its property adjacent to John Anderson Highway ensuring that the buffer along John Anderson Highway is twenty-five (25) feet minimum and average fifty (50) feet in width along the western side of the right of way. Further, the Owners shall ensure that buffers along Bulow Creek provide a 25-foot minimum and 75-foot average. The Owners shall also provide a natural buffer no less than One Hundred (100) feet from the edge of the Bulow Creek riverbank In addition, the Owner shall provide a minimum of forty percent (40%) of land as open space as may be defined by the City's current Land Development Regulations (LDR) or subsequent development agreements. In consideration of these commitments and the Dedicated Lands, the Project shall be exempt from all other City tree preservation, protection and mitigation rules and ordinances unless otherwise agreed to in writing by the parties. This commitment to provide land in open space shall allow under brushing and passive recreation including non-habitable structures within the open space.

(G) Stormwater, Flood Plain, Compensating Storage. In the event that the Owners or a CDD undertakes responsibility for all or part of the stormwater management system developed on the Annexed Property, the parties shall enter into a separate agreement to adjust a portion of the stormwater service charge collected by the City to account for stormwater that is treated by the Annexed Property's systems, as applicable or as may be exempt. The City further acknowledges

that the stormwater management plan and compensating storage plans for the Annexed Property shall be solely regulated and permitted by State and Federal government agencies ("Stormwater Plans"). The City agrees to cooperate with Owners' efforts to obtain Conditional Letters of Map Revision ("CLOMR.s") and Final Letters of Map Revisions ("LOMRs") with FEMA on an expedited basis.

(H) Mass Grading/Phased Infrastructure: The Annexed Property shall be developed in phases with some infrastructure being shared between phases ("Shared Infrastructure"). The parties agree that the Owners shall have the right to mass grade and construct Shared Infrastructure in portions of the Annexed Property not subject to a preliminary plat or site plan development order so long as such Shared Infrastructure is related to an approved development order. The Owners shall have the right but not the obligation to create overall master plan and mass grade plan for roadways, utility infrastructure and stormwater system generally depicting infrastructure that may be shared between phases (stormwater systems, roads, etc.). Such plans shall permit phased construction of such improvements in advance of future phases of development at the Owners' election, subject to approval by the City Manager.

(I) Agriculture Exemption: Portions of the Annexed Property presently qualify for a statutory agricultural exemption. So long as the Annexed Property maintains and satisfies the statutory requirements, the City shall agree and acknowledge that portions of the Annexed Property may continue with its present agricultural and silviculture uses to maintain such qualifications.

(J) Phasing/Timelines: The City agrees that the Owners have satisfied any and all phasing obligations as may be provided by City regulations and ordinances including but not limited to City Ordinance 2024-06. Specifically, the City agrees and acknowledges that it (i) has complied with said requirements, (ii) is not subjected to being deemed lapsed and (iii) all vested rights shall remain and not subject to forfeiture.

(K) Community Development Districts: The City agrees and acknowledges that the Annexed Property is subject to the Gardens at Hammock Beach Community Development District, Flagler County, Florida ("District"), pursuant to Chapter 190, Florida Statutes, which was initially established by Flagler County. The City agrees that it shall accept and acknowledge the powers granted to the District pursuant to state law. The City agrees to execute all documents that may be necessary or take any action necessary to transfer the local government jurisdiction affecting the District to the City, to the extent such may be necessary. In addition, the City agrees and acknowledges that it shall, in good faith, assist the Owners, at the Owner's sole discretion, to amend the District's existing boundaries and establish an additional community development district governing the Annexed Property which shall be permitted to finance, fund, plan, establish, acquire, construct, enlarge or extend, equip, operate and maintain projects, systems and facilities for the purposes described in Section 190.012, F.S. including but not limited to, any transportation improvements that may be required by this Agreement or other development orders.

(L) Agriculture/Silviculture: The Subject Property has been and will continue to be used for silviculture purposes. Silviculture activities may continue to occur on the Subject Property until that portion of the Subject Property approved for development obtains all necessary permits. All silviculture activities shall continue to comply with all federal and state requirements. All silviculture activities shall comply with the State of Florida Division of Forestry Best

Management Practices. The Subject Property shall therefore remain eligible for all agricultural exemptions as provided by law.

(M) Miscellaneous: Owners will be permitted to conduct marketing and sales events on the Annexed Property on an ongoing basis without further approval in a manner not inconsistent with City Code.

Section 5. General Obligations/Commitments of the Parties

(A) The City has reviewed the Approvals affecting the Annexed Property and finds that the Approvals including but not limited to present zoning classification and development agreement are consistent with the City's comprehensive plan. Moreover, the City Staff has generally evaluated the suitability to amend the Approvals affecting the Annexed Property for development of a mixed-use community including but not limited to residential uses (single-family and multi-family), office, retail, commercial, a marina and open space areas as generally depicted on the Conceptual Plan **(Exhibit "C"**). The City Staff and Commission generally concur that the Annexed Property is suitable for development as a multi-use, master planned community as depicted on the Conceptual Plan, and that such development can provide for a pattern of harmonious and transitioned land uses, generally comports with sound and generally accepted land use planning and development practices and principles, and that such use will benefit the City's residents. The City and Owners agree that a golf course, as provided in the Approvals, is not an appropriate use of the Annexed Property for various reasons including environmental impacts from pesticides or herbicides to the surrounding lands.

(B) Notwithstanding the above, the Parties acknowledge that the City cannot contract to approve specific Comprehensive Plan amendments or rezoning requests; provided, however, that this provision shall not serve to otherwise limit the terms of this Agreement. The City's only obligation with respect to Comprehensive Plan amendments and rezoning requests is to timely process the Owners' applications expeditiously, consider all evidence presented in support of and in opposition to the applications, and make decisions to approve or deny the applications based upon the legal standards that govern such applications.

(C) The City agrees that all concurrency requirements related to the Annexed Property are vested by the Approvals, as may be amended and reviewed in accordance with Chapter 163, *Florida Statutes*, and other applicable regulatory requirements.

(D) The City agrees that, if requested by the Owners, their affiliates or designees, it will promptly process for City Commission the consideration to annex other lands of Owners or their affiliates consistent with the terms of this Agreement and State law.

Section 6. De-annexation/Contraction. Any potential proposed de-annexation(s) or contractions of (i) the Annexed Property or (ii) any part or parts of the Annexed Property will be considered in accordance with the provisions of Chapter 171, *Florida Statutes*. In the event of (i) litigation brought by any third party or other governmental entity including, but not limited to, Flagler County, Florida, as a result of the annexation or this Agreement, or (ii) any termination of this Agreement under Sections 12(B) or (C), the City agrees, in good faith, to cooperate in any de-annexation or contraction requested by the Declarant to remove the Annexed Property from the

City within sixty (60) days of Declarant's written request and permit the Owners to terminate this Agreement.

Section 7. Duty To Cooperate/Comprehensive Plan Amendment, etc.

(A) The City and the Owners agree to cooperate at all times in a timely manner and in good faith in the acquisition and exercise of development rights and entitlements in the Annexed Property. The good faith cooperation by the City and the Owners shall extend to the acquisition by the Owners of all applicable necessary local, State and Federal permits, development orders, licenses, easements and other approvals or rights in connection with the development of the Annexed Property in accordance with all applicable land use, zoning, land development, building and construction regulations.

(B) The City will consider the adoption of a Comprehensive Plan Map and Text Amendment contemplated by this Agreement, and the Owners will cooperate with the City by providing the City with all requested data and analysis to include the Annexed Property in the City Comprehensive Plan. The City shall promptly consider the proposed Comprehensive Plan Amendment and, if approved, immediately transmit the adopted Comprehensive Plan Amendment to the Florida Department of Economic Opportunity (FDEO). Upon the FDEO's review of the adopted Comprehensive Plan Amendment, the City shall work in good faith with the Owners to address any questions or concerns raised by the FDEO prior to the City's final adoption.

Section 8. Limitation of Funding Obligations. Except as provided in Section 4 of this Agreement, the City shall have no obligation to Owners to fund any public facilities or infrastructure within the Annexed Property. Rather, the City shall have a good faith obligation to provide off-site Services and infrastructure necessary to develop the Annexed Property consistent with the Approvals and their intended amendments.

Section 9. Further Assurances. In addition to the acts recited in or set forth in this Agreement, the City and the Owners agree to perform or cause to be performed, in a timely manner, any and all further acts as may be reasonably necessary to implement the provisions of this Agreement including, but not limited to, the execution and/or recordation of further instruments; provided, however, that the City's obligations shall be subject to such limitations of law as may be applicable to municipalities.

Section 10. Remedies. Nothing in this Agreement shall be construed to limit the right of either the Owners or the City to pursue any and all available remedies, if any, under non-tort or constitutional law related to a Party's non-performance under this Agreement. The City shall not be deemed to have waived sovereign immunity in any manner or respect, provided this provision shall not limit the City's contractual obligations under this Agreement.

Section 11. Disclaimer of Third Party Beneficiaries. This Agreement is solely for the benefit of the formal Parties to this Agreement, and no right or cause of action shall accrue by reason hereof to or for the benefit of any third party not a formal Party hereto. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give any person or entity any right, remedy or claim under or by reason of this Agreement or any provisions

or conditions hereof, other than the Parties hereto and their respective designated representatives, successors and assigns as provided in Section 14. In the event that a party files an action in court relating to this Agreement, the parties agree that they shall submit to mediation within sixty (60) days after the parties responsive pleadings are filed.

Section 12. Effectiveness of Agreement

(A) This Agreement shall serve as an annexation petition upon execution by the Owners, which may be relied on by the City in accordance with the terms of this Agreement upon the Owners' execution of the Agreement but shall become effective as an agreement between the Owners and the City upon its being duly executed by the City. If the City does not execute this Agreement or does not complete the annexation of the Annexed Property, both within 30 days of the date that Owners have executed this Agreement, then the petition for annexation may be revoked by the Owners and, upon demand, the City shall immediately release and deliver the Annexation Petition to the Owners, and the City shall record, at the City's expense, a Notice of Termination of this Agreement and any pending annexation petition for the Annexed Property in the Public Records of Flagler County, Florida. Upon annexation and receipt of a request by Owners, the City shall expeditiously process a Comprehensive Plan Amendment and Rezoning.

(B) Notwithstanding any other provisions of this Agreement, the Owners may, at its sole discretion, terminate this Agreement by notifying the City, in writing, of such termination within thirty (30) days following a legal challenge to the annexation of the Annexed Property filed by any third parties, including, but not limited to, Flagler County, Florida.

(C) To the extent allowed by law and notwithstanding any other provisions of this Agreement, if the Comprehensive Plan Amendment and anticipated Rezoning for the Annexed Property have not been adopted, approved and finalized, with all applicable appeal periods having expired within sixty (60) days following the Effective Date of this Agreement (the "Condition Subsequent"), (i) this Agreement, and any annexation pursuant thereto, shall become null and void and of no further force and effect, unless prior to such date Owners have delivered to the City a written notice expressly waiving or extending the Condition Subsequent; and (ii) the City shall immediately consider the request to de-annex the Annexed Property from the City as provided herein and by state law.

Section 13. Time Of The Essence. Time is of the essence of the lawful performance of the duties and obligations contained in this Agreement. The Parties covenant and agree that they shall diligently and expeditiously pursue their respective obligations set forth in this Agreement.

Section 14. Successors and Assigns. This Agreement and the terms and conditions hereof shall be binding upon and inure to the benefit of the City and the Owners and their respective assignees and successors in interest.

Section 15. Applicable Law. This Agreement and the provisions contained herein shall be construed, controlled and interpreted according to the laws of the State of Florida. Further, to

the extend permissible under the laws of the State of Florida, if there is a conflict between this Agreement and the terms of the City Regulations, the terms of this Agreement shall control.

Section 16. Binding Effect. Each Party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement and to undertake all obligations imposed on it.

Section 17. Recording. Within five (5) business days after the approval of this Agreement by the City and the Owners' execution of this Agreement, the City shall, at its sole cost and expense, record a fully executed copy of this Agreement in the Public Records of Flagler County, Florida.

Section 18. Choice of Law and Venue. Florida law shall govern the interpretation and enforcement of this Agreement. In any action or proceeding required to enforce or interpret the terms of this Agreement, venue shall be in Flagler County, Florida and Orlando Middle District for federal actions.

Section 19. Effect on Change in Law. If State or Federal laws are enacted after execution of this Agreement which are applicable to and preclude the Parties' compliance with the terms of this Agreement, this Agreement shall be modified or revoked as is necessary to comply with the relevant State or Federal laws and the intent of the Parties hereto; provided, however, that the City agrees that it shall not modify this Agreement in any manner which would in any way be inconsistent with the intent of the Parties to provide for development of the Annexed Property in accordance with the terms and conditions hereof, except where required by law.

Section 20. Construction or Interpretation of the Agreement. This Agreement is the result of bona fide arm's length negotiations between the City and the Owners, and all Parties have contributed substantially and materially to the preparation of the Agreement. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one Party than against any other Party.

Section 21. Permits, Conditions, Terms or Restrictions. The failure of this Agreement to address a particular permit, condition, terms, or restriction existing at the time of execution of this Agreement shall not relieve Owners of the necessity of complying with the law governing said permitting requirement, condition, terms, or restriction.

Section 22. Attorneys' Fees and Costs. In the event of any action to enforce the terms of this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys' fees, paralegals' fees, and costs incurred, whether the same be incurred in pre-litigation negotiation, litigation at the trial level, or upon appeal or any bankruptcy or collection proceedings.

Section 23. Captions/Exhibits.

(A) The headings or captions of the sections and subsections contained in this Agreement are used for convenience and reference only, and do not, in themselves, have any legal significance and shall not be afforded any.

(B) The exhibits to this Agreement are hereby incorporated into this Agreement and are an integral part of this Agreement. If an exhibit is inconsistent with any term of this Agreement, such term(s) of this Agreement shall govern and take priority.

Section 24. Parties Bound. Following the recordation of this Agreement, the benefits and burdens of this Agreement shall become a covenant running with the title to the Annexed Property, and all parts and parcels thereof, and this Agreement shall be binding upon the inure to the benefit of both the City and the Owners and their assigns and successors in interest to the said Annexed Property, and all parts and parcels thereof.

Section 25. Severability. If any provision of this Agreement, the deletion of which would not adversely affect the receipt of any material benefits by any Party to the Agreement or substantially increase the burden of any Party to the Agreement, shall be held to be unconstitutional, invalid or unenforceable to any extent by a court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of the Agreement.

Section 26. Notices. Any notice that is to be delivered hereunder shall be in writing and shall be deemed to be delivered (whether or not actually received) when (i) hand delivered to the official hereinafter designated; (ii) upon receipt of such notice when deposited in the United States mail, postage prepaid, certified mail, return receipt requested: or (iii) upon receipt of such notice when deposited with Federal Express or other nationally recognized overnight or next day courier, addressed to the Parties as follows (facsimile transmittal is not acceptable as a form of notice in this Agreement):

To the City:	City Manager City of Flagler Beach City Hall 105 S. 2nd Street Flagler Beach, FL 32136
To the Owners:	**Veranda Bay Investments, LLC** 3129 Springbank Lane Charlotte, NC 28226 **Highway 100 Commercial LLC ("HC 100")** 800 North Highland Ave, Suite 200, Orlando, Florida 32803
With copies to:	Michael D. Chiumento III, Esq. Chiumento Law, PLLC 145 City Place, Suite 301 Palm Coast, FL 32164

Section 27. Entire Agreement. This Agreement constitutes the complete and entire agreement between the City and the Owners with respect to the subject matter hereof, and supersedes any and all prior agreements, arrangements or understandings, whether oral or written, between the Parties relating thereto with respect to the terms of this Agreement, all of which have been integrated herein. Specifically, the parties agree that any and all obligations of the Owners as provided in the Settlement Agreement, recorded at Official Records Book 1560, Page 471 et seq and Interlocal agreement, recorded at Official Records Book 2129, Page 1549 et seq, are void and unenforceable against the Owners or their respective successors and assigns.

Section 28. Modification. This Agreement may not be amended, changed, or modified, and material provisions hereunder may not be waived, except by a written document, of equal dignity herewith approved by the City.

Section 29. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

THE REMAINDER OF THIS PAGE
INTENTIONALLY LEFT BLANK

WHEREFORE, the Parties hereto have caused these presents to be signed all as of the date and year first above written.

ATTEST: **CITY OF FLAGLER BEACH**

_____ _____
City Clerk City Manager

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me by means of ____ physical presence or _____ online notarization by _____ as City Manager of the City of Flagler Beach, on its behalf, and who is personally known to me on this _____ day of _____, 2025.

_____
NOTARY PUBLIC

For the use and reliance of the City of
Flagler Beach only. Approved as to form and
Legal sufficiency.

_____
City Attorney

WITNESSES

Highway 100 Commercial LLC ("HC 100") a Florida limited liability company

_____
Print Name:_____

By:_____
_____ **Manager**

_____
Print Name:_____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ____ physical presence or _____ online notarization by _____., as Manager of Highway 100 Commercial , LLC and who is personally known to me on this _____ day of _____, 2025.

_____
NOTARY PUBLIC

WITNESSES

VERANDA BAY INVESTMENTS, LLC, a Florida limited liability company

_____
Print Name:_____

By:_____
William G. Allen Sr., Manager

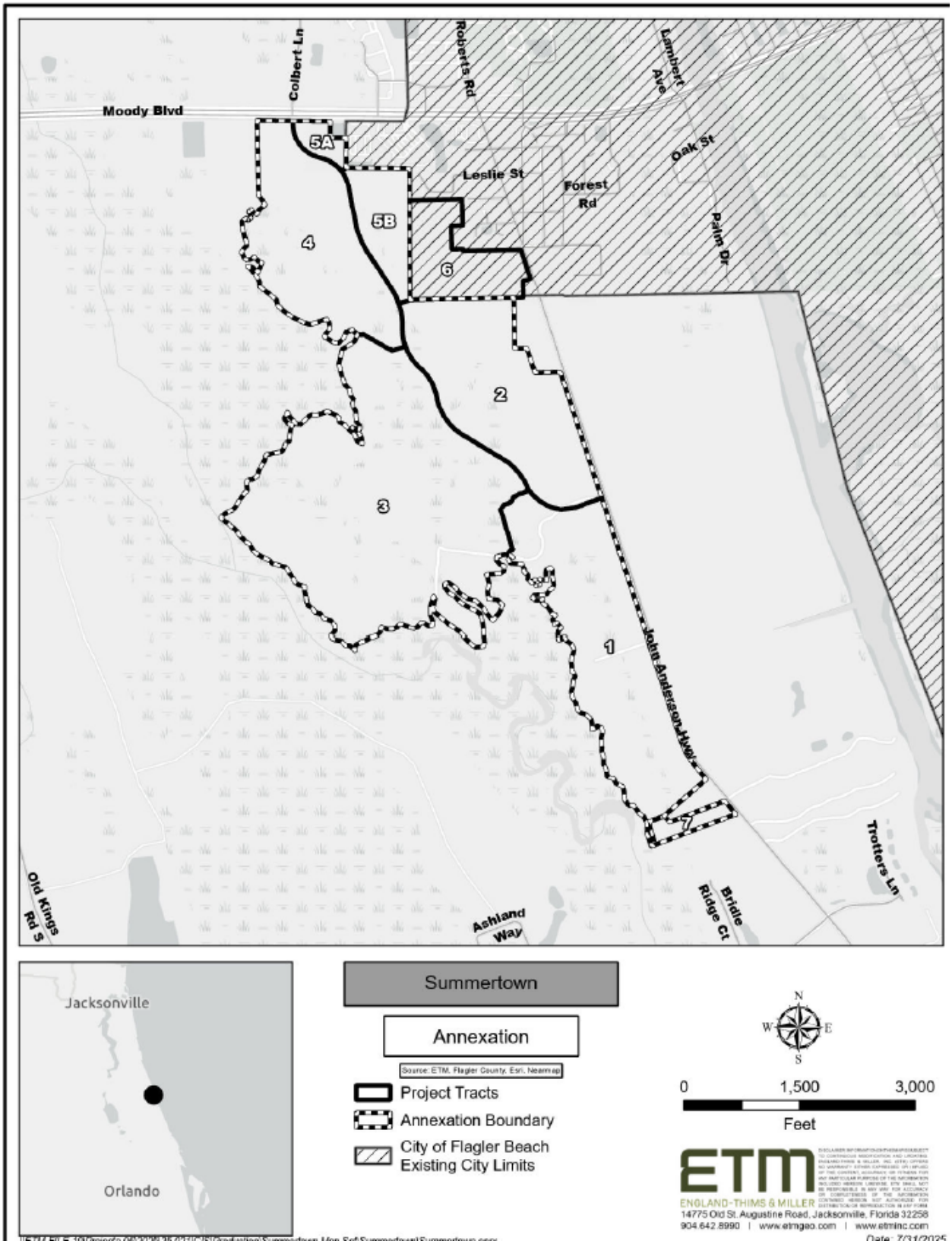
_____
Print Name:_____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ____ physical presence or _____ online notarization by William G. Allen Sr., as Manager of Veranda Bay Investments, LLC and who is personally known to me on this _____ day of _____, 2025.

_____
NOTARY PUBLIC

EXHIBIT "A"


Colbert Ln
Roberts Rd
Lambert Ave
Moody Blvd
5A
Leslie St
Forest Rd
Oak St
Palm Dr
5B
4
6
2
3
1
7
John Anderson Hwy
Old Kings Rd S
Ashland Way
Bridle Ridge Ct
Trotters Ln
Jacksonville
Orlando
Summertown
Annexation
Source: ETM, Flagler County, Esri, Nearmap
Project Tracts
Annexation Boundary
City of Flagler Beach Existing City Limits
N
W
E
S
0
1,500
3,000
Feet
ETM
ENGLAND-THIMS & MILLER
14775 Old St. Augustine Road, Jacksonville, Florida 32258
904.642.8990 | www.etmgeo.com | www.etminc.com

PROPERTY OWNED BY VERANDA BAY INVESTMENTS, LLC

A PORTION OF LOTS 1, 3, 7, 8 AND 9, AND ALL OF LOTS 4, 10, 11 AND 12, BLOCK C, BUNNELL DEVELOPMENT COMPANY'S LAND AS RECORDED IN PLAT BOOK 1, PAGE 1, IN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, TOGETHER WITH A PORTION OF GOVERNMENT SECTION 14, 38, AND 39, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, SITUATED IN GOVERNMENT SECTIONS 11, 14, 38 AND 39, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY (STATE ROAD 201) AND THE NORTH LINE OF SAID SECTION 38-12-31; THENCE SOUTH 71°47'17" WEST, A DISTANCE OF 100.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY (STATE ROAD 201), ALSO BEING THE POINT OF BEGINNING; THENCE ALONG SAID WEST RIGHT OF WAY LINE THE FOLLOWING THREE COURSES: SOUTH 18°10'26" EAST, A DISTANCE OF 3,184.36 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1,196.28 FEET, A CENTRAL ANGLE OF 22°09'26" AND A CHORD DISTANCE OF 459.74 FEET WHICH BEARS SOUTH 29°14'21" EAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 462.62 FEET; THENCE SOUTH 40°21'41" EAST, A DISTANCE OF 776.28 FEET; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE SOUTH 69°18'47" WEST, A DISTANCE OF 1,433.82 FEET, THENCE NORTH 20°41'22" WEST, A DISTANCE OF 995.98 FEET, THENCE NORTH 24°04'44" WEST, A DISTANCE OF 1,618.01 FEET; THENCE NORTH 86°17'06" WEST, A DISTANCE OF 2,604.28 FEET; THENCE NORTH 60°37'10" WEST, A DISTANCE OF 341.50 FEET; THENCE NORTH 43°23'02" WEST, A DISTANCE OF 2,172.87 FEET, THENCE NORTH 30°47'31" EAST, A DISTANCE OF 1,526.35 FEET; THENCE NORTH 45°31'15" EAST, A DISTANCE OF 902.38 FEET; THENCE NORTH 40°14'18" WEST, A DISTANCE OF 1,732.75 FEET; THENCE NORTH 06°10'40" WEST, A DISTANCE OF 189.68 FEET; THENCE NORTH 00°15'33" WEST, A DISTANCE OF 614.90 FEET; THENCE NORTH 88°32'16" EAST, A DISTANCE OF 257.93 FEET; THENCE NORTH 01°27'08" WEST, A DISTANCE OF 1,087.72 FEET TO A POINT ON THE SOUTH LINE OF STATE ROAD NO. 100; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE SOUTH 89°29'03" EAST A DISTANCE OF 959.81 FEET; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE SOUTH 00°30'57" WEST, A DISTANCE OF 210.00 FEET; THENCE SOUTH 89°29'03" EAST, A DISTANCE OF 210.00 FEET; THENCE SOUTH 00°30'57" WEST, A DISTANCE OF 389.92 FEET; THENCE SOUTH 89°28'38" EAST, A DISTANCE OF 822.42 FEET; THENCE SOUTH 00°06'48" EAST, A DISTANCE OF 1,704.61 FEET; THENCE NORTH 88°51'12"EAST, A DISTANCE OF 1,350.55 FEET; THENCE SOUTH 01°10'32" EAST, A DISTANCE OF 660.84 FEET; THENCE NORTH 88°37'17" EAST, A DISTANCE OF 158.75 FEET; THENCE SOUTH 18°14'40" EAST, A DISTANCE OF 330.09 FEET; THENCE NORTH 88°50'11" EAST, A DISTANCE OF 330.04 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY (STATE ROAD 201); THENCE ALONG SAID RIGHT OF WAY LINE SOUTH 18°15'00" EAST, A DISTANCE OF 1,788.60 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT: THE LAND CONTAINED IN THE QUIT CLAIM DEED TO EAST FLAGLER MOSQUITO CONTROL DISTRICT RECORDED IN OFFICIAL RECORDS BOOK 1620, PAGE 434,

PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING 0.89 ACRES, MORE OR LESS.

LESS AND EXCEPT: THE LAND CONTAINED IN THE SPECIAL WARRANTY DEED TO FLAGLER COUNTY RECORDED IN OFFICIAL RECORDS BOOK 1636, PAGE 1694, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING 81.32 ACRES, MORE OR LESS.

LESS AND EXCEPT: THE LAND CONTAINED IN THE SPECIAL WARRANTY DEED TO HIGHWAY 100 COMMERCIAL LLC RECORDED IN OFFICIAL RECORDS BOOK 1789, PAGE 750, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING 18.94 ACRES, MORE OR LESS.

LESS AND EXCEPT: TRACT PL-2 OF THE VACATED PLAT OF GARDENS AT HAMMOCK BEACH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 35, PAGES 80 THROUGH 100, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING A TOTAL OF 13.17 ACRES, MORE OR LESS.

PROPERTY OWNED BY HIGHWAY 100 COMMERCIAL, LLC

A PORTION OF TRACT "FD2", GARDENS AT HAMMOCK BEACH, AS RECORDED IN MAP BOOK 35, PAGES 80 THROUGH 100 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING COMMENCE AT THE NORTHWESTERLY CORNER OF SAID TRACT "FD2", SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 100 (A 200 FOOT RIGHT OF WAY AS ESTABLISHED); THENCE SOUTH 89 DEGREES 29 MINUTES 03 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 382.15 FEET TO THE INTERSECTION WITH SOUTHWESTERLY RIGHT OF WAY LINE OF VILLA DRIVE WEST (A VARIABLE WIDTH PRIVATE RIGHT OF WAY AS ESTABLISHED), SAID POINT BEING THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 35.00 FEET; THENCE ALONG SAID CURVE AND SAID SOUTHWESTERLY RIGHT OF WAY LINE AN ARC DISTANCE OF 51.49 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 41 DEGREES 37 MINUTES 50 SECONDS EAST, AND A CHORD DISTANCE OF 46.97 FEET; THENCE SOUTH 00 DEGREES 30 MINUTES 47 SECONDS WEST, A DISTANCE OF 29.81 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 470.00 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 578.46 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 34 DEGREES 44 MINUTES 45 SECONDS EAST, AND A CHORD DISTANCE OF 542.64 FEET; THENCE SOUTH 70 DEGREES 00 MINUTES 17 SECONDS EAST, A DISTANCE OF 190.75 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 360.00 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 364.42 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 41 DEGREES 00 MINUTES 17 SECONDS EAST, AND A CHORD DISTANCE OF 349.06 FEET; THENCE SOUTH 12 DEGREES 00 MINUTES 17 SECONDS EAST, A DISTANCE OF 170.79 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 260.00 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 48.62 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 06 DEGREES 3B MINUTES 50 SECONDS EAST AND A CHORD DISTANCE OF 48.55 FEET; THENCE SOUTH 88 DEGREES 37 MINUTES 36 SECONDS WEST DEPARTING THE AFOREMENTIONED SOUTHWESTERLY RIGHT OF LINE OF VILLA DRIVE WEST, A DISTANCE OF 471.38 FEET; THENCE SOUTH 88 DEGREES 28 MINUTES 30 SECONDS WEST, A DISTANCE OF 589.08 FEET; THENCE NORTH 33 DEGREES 37 MINUTES 07 SECONDS WEST, A DISTANCE OF 50.65 FEET; THENCE NORTH 38 DEGREES 07 MINUTES 37 SECONDS WEST, A DISTANCE OF 95.67 FEET TO A POINT ON A WESTERLY LINE OF THE AFOREMENTIONED TRACT "FD2, GARDENS AT HAMMOCK BEACH"; THENCE NORTH 01 DEGREES 27 MINUTES 08 SECONDS WEST, A DISTANCE OF 968.01 FEET TO THE POINT OF BEGINNING.

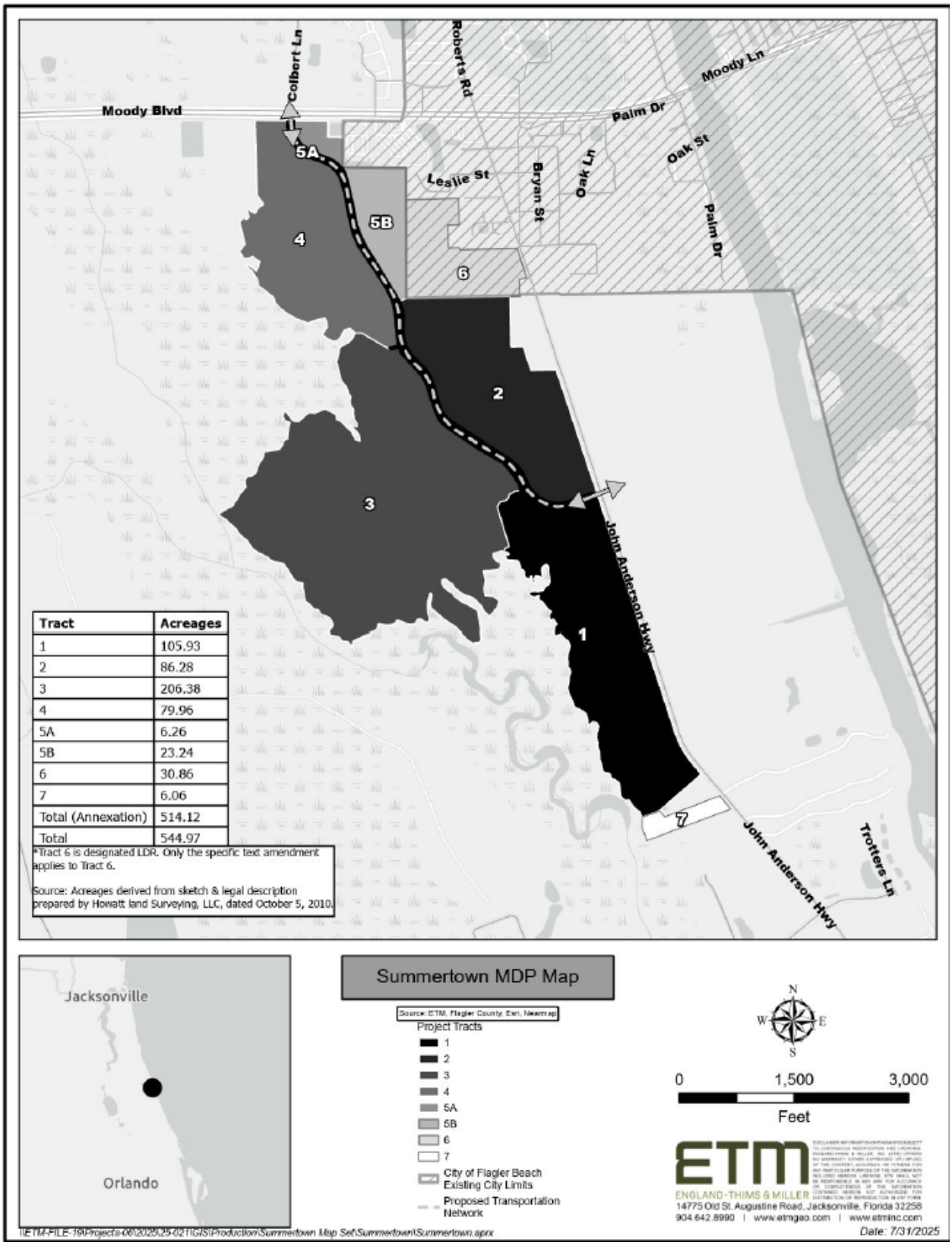
EXHIBIT "B"
APPROVALS

GOVERNMENTAL APPROVALS

1. Gardens at Hammock Beach Planned Unit Development Agreement effective November 17, 2005 and recorded on May 3, 2006 in Official Records Book 1429, Page 19, Public Records of Flagler County, Florida.

2. Interlocal Agreement Water and Wastewater Service Area John Anderson Corridor dated May 16, 2016 and recorded on May 19, 2016 in Official Records Book 2129, Page 1549, Public Records of Flagler County, Florida.

EXHIBIT "C"


Colbert Ln
Roberts Rd
Moody Blvd
Moody Ln
Palm Dr
Oak St
Leslie St
Bryan St
Oak Ln
Palm Dr
5A
5B
4
6
2
3
1
7
John Anderson Hwy
Trotters Ln
Tract | Acreages
1 | 105.93
2 | 86.28
3 | 206.38
4 | 79.96
5A | 6.26
5B | 23.24
6 | 30.86
7 | 6.06
Total (Annexation) | 514.12
Total | 544.97
*Tract 6 is designated LDR. Only the specific text amendment applies to Tract 6.
Source: Acreages derived from sketch & legal description prepared by Howatt land Surveying, LLC, dated October 5, 2010.
Jacksonville
Orlando
Summertown MDP Map
Source: ETM, Flagler County, Esri, Nearmap
Project Tracts
1
2
3
4
5A
5B
6
7
City of Flagler Beach Existing City Limits
Proposed Transportation Network
N
W
E
S
0
1,500
3,000
Feet
ETM
ENGLAND-THIMS & MILLER
14775 Old St. Augustine Road, Jacksonville, Florida 32258
904.642.8990 | www.etmgeo.com | www.etminc.com
Date: 7/31/2025
\\ETM-FILE-19\Projects-06\2025\25-021\GIS\Production\Summertown Map Set\Summertown\Summertown.aprx

City of Flagler Beach
PO Box 70 105 South 2nd Street
Flagler Beach, Florida 32136
Phone (386) 517-2000. Fax (386) 517-2008

PETITION FOR VOLUNTARY LAND ANNEXATION

PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION:

OWNER'S NAME: Veranda Bay Investments, LLC & Highway 100 Commercial, LLC PHONE: _____

ADDRESS: SR 100/Colbert Lane & John Anderson Hwy

I/We the undersigned state that I/We am/are the sole owner(s) of the property described as (Provide Legal Description of Property):

See attached Exhibit "A" legal description

_____

_____ SUBDIVISION _____ LOT _____ BLOCK _____

Whereas, the land is situated in the County of Flagler and the State of Florida and

Whereas, on information and belief, the above-named property is either partially within or contiguous to the City of Flagler Beach, Flagler County, Florida,

Whereas, the property us reasonably compact

Therefore, the undersigned Owner(s) request(s) that the above-described property be annexed to the City of Flagler Beach by the City Commission of the City of Flagler Beach

Veranda Bay Investments, LLC

William G. Allen Signature of Owner one (1)	_____ Signature of Owner two (2)
Subscribed and Sworn to (or affirmed) before me by William G. Allen, Manager	Subscribed and Sworn to (or affirmed) before me by _____
This 30th day of July, 2025. Who is personally known to me or has produced _____ as identification.	This ____ day of _____, 20____. Who is personally known to me or has produced _____ as identification.
HH190061 01/02/26 Commission Number & Expiration	_____ Commission Number & Expiration
Tracey A. Benavides Notary Public	_____ Notary Public

TRACEY A. BENAVIDES
Notary Public-State of Florida
Commission # HH 190061
My Commission Expires
January 02, 2026

Highway 100 Commercial, LLC

Highway 100 Commercial, LLC

Signature of Owner three (3)

Subscribed and Sworn to (or affirmed) before me by
Mary L. Demetree as Trustee of the Mary L. Demetree Revocable Trust, as Manager of Highway 100 Commercial, LLC

This ____ day of August, 20 24.
Who is personally known to me or has produced
_____ as identification.

Commission Number & Expiration

Notary Public

Signature of Owner four (4)

Subscribed and Sworn to (or affirmed) before me by
Michelle Chira, as Trustee of the Michelle Chira Revocable Trust, as Manager of Highway 100 Commercial, LLC

This 13th day of August, 2024.
Who is personally known to me or has produced
_____ as identification.

HH489042 EXP. 02.05.28
Commission Number & Expiration

Notary Public

Notary Public State of Florida
Dawn Harris
My Commission HH 489042
Expires 2/5/2028

Highway 100 Commercial, LLC

Signature of Owner three (3)

Subscribed and Sworn to (or affirmed) before me by
Mary L. Demetree as Trustee of the Mary L. Demetree Revocable Trust, as Manager of Highway 100 Commercial, LLC

This 20th day of August, 2024.
Who is personally known to me or has produced _____ as identification.

#HH 567098 07/01/2028
Commission Number & Expiration

Jessica Santoli
Notary Public

JESSICA SANTOLI
Notary Public-State of Florida
Commission # HH 567098
My Commission Expires
July 01, 2028

Highway 100 Commercial, LLC

Signature of Owner four (4)

Subscribed and Sworn to (or affirmed) before me by
Michelle Chira, as Trustee of the Michelle Chira Revocable Trust, as Manager of Highway 100 Commercial, LLC

This ____ day of August, 2024.
Who is personally known to me or has produced _____ as identification.

Commission Number & Expiration

Notary Public

OWNER AUTHORIZATION FORM

An authorized applicant is defined as:

- The property owner of record; or
- An agent of said property owner (power of attorney to represent and bind the property owner must be submitted with the application); or
- Contract purchase (a copy of a fully executed sales contract must be submitted with the application containing a clause or clauses allowing an application to be filed).

I, Veranda Bay Investments, LLC & Palm Coast Intracoastal, LLC, the owner of record for the following described property *[Parcel ID Number(s)]* See attached Exhibit "B" parcel ID Numbers hereby designates ~~Michael D. Chiumento III, Esq.~~ to act as my authorized agent for the filing of the attached application(s) for:

☐ Alcohol License	☐ Arbor Permit	☐ Construction Revision	☐ Final Engineering
☐ Final Plat	☑ Future Land Use Amendment	☐ Lot Split/Reconfiguration	☐ Minor Plat
☐ Preliminary Subdivision Plan	☑ Rezone	☐ Site Plan	☐ Special Event
☐ Special Exception	☐ Temporary Use Permit	☐ Vacate	☐ Variance

OTHER: Petition for Annexation

and make binding statements and commitments regarding the request(s). I certify that I have examined the attached application(s) and that all statements and diagrams submitted are true and accurate to the best of my knowledge. Further, I understand that this application, attachments, and fees become part of the Official Records of Seminole County, Florida and are not returnable.

7-30-25
Date

Property Owner's Signature

William G. Allen, as Manager of Palm Coast Intracoastal, LLC
Property Owner's Printed Name

William G. Allen, as Manager of Veranda Bay Investments, LLC

STATE OF FLORIDA
COUNTY OF _____

SWORN TO AND SUBSCRIBED before me, an officer duly authorized in the State of Florida to take acknowledgements, appeared William G. Allen & William G. Allen Jr. *(property owner)*, ☑ by means of physical presence or ☐ online notarization; and ☑ who is personally known to me or ☐ who has produced _____ as identification, and who executed the foregoing instrument and sworn an oath on this 30th day of July, 2025.

TRACEY A. BENAVIDES
Notary Public-State of Florida
Commission # HH 190061
My Commission Expires
January 02, 2026

Tracey A. Benavides
Notary Public

CITY OF FLAGLER BEACH
BUILDING AND PLANNING DEPARTMENT

GENERAL APPLICATION

☐ *Final Site Plan*	☐ *Preliminary Plat*
☐ *Master Site Plan*	☐ *Final Plat*
☐ *Site Development Plan(s)*	☐ *Plat Vacating*
☐ *Rezoning*	☐ *Subdivision Master Plan*
☐ *Comprehensive Plan Amendment*	☐ *Non-statutory Land Division/Parcel Reconfiguration*
☐ *Future Land Use Map Amendment*	☐ *Site Plan Modification (Post approval)*
☐ *Special Exception*	☐ *Development Order Modification*
☐ *Variance*	☐ *Wireless Communication Facility (new structure)*

Application Submittal Date:_____

Fee Paid: $_____. Date Received:_____

Employee Accepting Application (print name):_____

Rejected Date: _____. Rejected by:_____

Reason for Rejection:_____

_____

A. PROJECT NAME: Summertown

B. LOCATION OF SUBJECT PROPERTY (PHYSICAL ADDRESS):_____

C. PROPERTY APPRAISER'S PARCEL ID NUMBER(s): See attached Exhibit "B" parcel ID Numbers

_____

D. LEGAL DESCRIPTION: _____Subdivision Name;_____

See attached Exhibit "A" legal description

Section;_____ Block(s);_____ Lot(s); _____

E. SUBJECT PROPERTY ACRES / SQUARE FOOTAGE: 514.06 acres

F. FUTURE LAND USE MAP DESIGNATION: Agriculture/Timberlands EXISTING ZONING DISTRICT: PUD

OVERLAY DISTRICT:_____

G. FLOOD ZONE:_____ FEMA COMMUNITY PANEL NUMBER:_____ DATE:_____

H. CURRENT USE OF PROPERTY: Vacant

I. DESCRIPTION OF REQUEST/PROPOSED DEVELOPMENT (ATTACH ADDITIONAL SHEETS) _____

_____

_____

_____

J. PROPOSED NUMBER OF LOTS (If Applicable):_____ Development Phasing: *Yes* ☐ *No* ☐

CITY OF FLAGLER BEACH
BUILDING AND PLANNING DEPARTMENT

K. LIST BELOW ANY APPLICATIONS CURRENTLY UNDER REVIEW OR RECENTLY APPROVED ASSOCIATED WITH THIS APPLICATION:

L. WATER/SEWER PROVIDER: _____

M. EXISTING MORTGAGE? Yes ☐ No ☑

OWNER:	*APPLICANT/AGENT:*
Name: Veranda Bay Investments, LLC	Name: Michael D. Chiumento III, Esq.
Mailing Address: 5150 Tamiami Trail N, Ste 504 Naples, FL 34103	Mailing Address: 145 City Place, Suite 301, Palm Coast FL
Phone Number: 386-986-2411	Phone Number: 386-445-8900
E-mail Address: kenbelshe@yahoo.com	E-mail Address: Michael3@legalteamforlife.com

MORTGAGE HOLDER:	*ENGINEER OR PROFESSIONAL:*
Name:	Name: Lindsay Haga, England-Thims & Miller, Inc.
Mailing Address:	Mailing Address:
Phone Number:	Phone Number: 904-376-6296
E-mail Address:	E-mail Address: HagaL@etminc.com

SURVEYOR:	*LANDSCAPE ARCHITECT:*
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:

PLANNER:	*TRAFFIC ENGINEER:*
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:

ATTORNEY OF RECORD:	*DEVELOPER:*
Name: Michael D. Chiumento III, Esq.	Name:
Mailing Address: 145 City Place, Suite 301, Palm Coast FL	Mailing Address:
Phone Number: 386-445-8900	Phone Number:
E-mail Address: Michael3@legalteamforlife.com	E-mail Address:

I HEREBY CERTIFY THAT ALL INFORMATION ON THIS APPLICATION IS CORRECT:

Signature of owner OR person authorized to represent this application:

Signature(s): _____

Printed or typed name(s): William G. Allen, as Manager of Veranda Bay Investments, LLC

The foregoing instrument was acknowledged before me by means of __ physical presence or __ online notarization this 30th day of, July 2025 by William G. Allen, as Manager of Veranda Bay Investments, LLC individual submitted by ✓ Personal Knowledge ___ Satisfactory Evidence: Type _____

Tracey A. Benavides (SEAL)

Signature of Notary Public, State of Florida

TRACEY A. BENAVIDES
Notary Public-State of Florida
Commission # HH 190061
My Commission Expires
January 02, 2026

SUMMERTOWN

PROPERTY OWNED BY VERANDA BAY INVESTMENTS, LLC

LEGAL DESCRIPTION
ANNEXATION

A PORTION OF LOTS 1, 3, 7, 8 AND 9, AND ALL OF LOTS 4, 10, 11 AND 12, BLOCK C, BUNNELL DEVELOPMENT COMPANY'S LAND AS RECORDED IN PLAT BOOK 1, PAGE 1, IN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, TOGETHER WITH A PORTION OF GOVERNMENT SECTION 14, 38, AND 39, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, SITUATED IN GOVERNMENT SECTIONS 11, 14, 38 AND 39, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY (STATE ROAD 201) AND THE NORTH LINE OF SAID SECTION 38-12-31; THENCE SOUTH 71°47'17" WEST, A DISTANCE OF 100.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY (STATE ROAD 201), ALSO BEING THE POINT OF BEGINNING; THENCE ALONG SAID WEST RIGHT OF WAY LINE THE FOLLOWING THREE COURSES: SOUTH 18°10'26" EAST, A DISTANCE OF 3,184.36 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1,196.28 FEET, A CENTRAL ANGLE OF 22°09'26" AND A CHORD DISTANCE OF 459.74 FEET WHICH BEARS SOUTH 29°14'21" EAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 462.62 FEET; THENCE SOUTH 40°21'41" EAST, A DISTANCE OF 776.28 FEET; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE SOUTH 69°18'47" WEST, A DISTANCE OF 1,433.82 FEET, THENCE NORTH 20°41'22" WEST, A DISTANCE OF 995.98 FEET, THENCE NORTH 24°04'44" WEST, A DISTANCE OF 1,618.01 FEET; THENCE NORTH 86°17'06" WEST, A DISTANCE OF 2,604.28 FEET; THENCE NORTH 60°37'10" WEST, A DISTANCE OF 341.50 FEET; THENCE NORTH 43°23'02" WEST, A DISTANCE OF 2,172.87 FEET, THENCE NORTH 30°47'31" EAST, A DISTANCE OF 1,526.35 FEET; THENCE NORTH 45°31'15" EAST, A DISTANCE OF 902.38 FEET; THENCE NORTH 40°14'18" WEST, A DISTANCE OF 1,732.75 FEET; THENCE NORTH 06°10'40" WEST, A DISTANCE OF 189.68 FEET; THENCE NORTH 00°15'33" WEST, A DISTANCE OF 614.90 FEET; THENCE NORTH 88°32'16" EAST, A DISTANCE OF 257.93 FEET; THENCE NORTH 01°27'08" WEST, A DISTANCE OF 1,087.72 FEET TO A POINT ON THE SOUTH LINE OF STATE ROAD NO. 100; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE SOUTH 89°29'03" EAST A DISTANCE OF 959.81 FEET; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE SOUTH 00°30'57" WEST, A DISTANCE OF 210.00 FEET; THENCE SOUTH 89°29'03" EAST, A DISTANCE OF 210.00 FEET; THENCE SOUTH 00°30'57" WEST, A DISTANCE OF 389.92 FEET; THENCE SOUTH 89°28'38" EAST, A DISTANCE OF 822.42 FEET; THENCE SOUTH 00°06'48" EAST, A DISTANCE OF 1,704.61 FEET; THENCE NORTH 88°51'12"EAST, A DISTANCE OF 1,350.55 FEET; THENCE SOUTH 01°10'32" EAST, A DISTANCE OF 660.84 FEET; THENCE NORTH 88°37'17" EAST, A DISTANCE OF 158.75 FEET; THENCE SOUTH 18°14'40" EAST, A DISTANCE OF 330.09 FEET; THENCE NORTH 88°50'11" EAST, A DISTANCE OF 330.04 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY (STATE ROAD 201); THENCE ALONG SAID RIGHT OF WAY LINE SOUTH 18°15'00" EAST, A DISTANCE OF 1,788.60 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT: THE LAND CONTAINED IN THE QUIT CLAIM DEED TO EAST FLAGLER MOSQUITO CONTROL DISTRICT RECORDED IN OFFICIAL RECORDS BOOK 1620, PAGE 434, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING 0.89 ACRES, MORE OR LESS.

LESS AND EXCEPT: THE LAND CONTAINED IN THE SPECIAL WARRANTY DEED TO FLAGLER COUNTY RECORDED IN OFFICIAL RECORDS BOOK 1636, PAGE 1694, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING 81.32 ACRES, MORE OR LESS.

LESS AND EXCEPT: THE LAND CONTAINED IN THE SPECIAL WARRANTY DEED TO HIGHWAY 100 COMMERCIAL LLC RECORDED IN OFFICIAL RECORDS BOOK 1789, PAGE 750, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING 18.94 ACRES, MORE OR LESS.

LESS AND EXCEPT: TRACT PL-2 OF THE VACATED PLAT OF GARDENS AT HAMMOCK BEACH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 35, PAGES 80 THROUGH 100, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING A TOTAL OF 13.17 ACRES, MORE OR LESS.

SUMMERTOWN

PROPERTY OWNED BY HIGHWAY 100 COMMERCIAL, LLC

LEGAL DESCRIPTION
ANNEXATION

A PORTION OF TRACT "FD2", GARDENS AT HAMMOCK BEACH, AS RECORDED IN MAP BOOK 35, PAGES 80 THROUGH 100 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING COMMENCE AT THE NORTHWESTERLY CORNER OF SAID TRACT "FD2", SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 100 (A 200 FOOT RIGHT OF WAY AS ESTABLISHED); THENCE SOUTH 89 DEGREES 29 MINUTES 03 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 382.15 FEET TO THE INTERSECTION WITH SOUTHWESTERLY RIGHT OF WAY LINE OF VILLA DRIVE WEST (A VARIABLE WIDTH PRIVATE RIGHT OF WAY AS ESTABLISHED), SAID POINT BEING THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 35.00 FEET; THENCE ALONG SAID CURVE AND SAID SOUTHWESTERLY RIGHT OF WAY LINE AN ARC DISTANCE OF 51.49 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 41 DEGREES 37 MINUTES 50 SECONDS EAST, AND A CHORD DISTANCE OF 46.97 FEET; THENCE SOUTH 00 DEGREES 30 MINUTES 47 SECONDS WEST, A DISTANCE OF 29.81 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 470.00 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 578.46 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 34 DEGREES 44 MINUTES 45 SECONDS EAST, AND A CHORD DISTANCE OF 542.64 FEET; THENCE SOUTH 70 DEGREES 00 MINUTES 17 SECONDS EAST, A DISTANCE OF 190.75 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 360.00 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 364.42 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 41 DEGREES 00 MINUTES 17 SECONDS EAST, AND A CHORD DISTANCE OF 349.06 FEET; THENCE SOUTH 12 DEGREES 00 MINUTES 17 SECONDS EAST, A DISTANCE OF 170.79 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 260.00 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 48.62 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 06 DEGREES 3B MINUTES 50 SECONDS EAST AND A CHORD DISTANCE OF 48.55 FEET; THENCE SOUTH 88 DEGREES 37 MINUTES 36 SECONDS WEST DEPARTING THE AFOREMENTIONED SOUTHWESTERLY RIGHT OF LINE OF VILLA DRIVE WEST, A DISTANCE OF 471.38 FEET; THENCE SOUTH 88 DEGREES 28 MINUTES 30 SECONDS WEST, A DISTANCE OF 589.08 FEET; THENCE NORTH 33 DEGREES 37 MINUTES 07 SECONDS WEST, A DISTANCE OF 50.65 FEET; THENCE NORTH 38 DEGREES 07 MINUTES 37 SECONDS WEST, A DISTANCE OF 95.67 FEET TO A POINT ON A WESTERLY LINE OF THE AFOREMENTIONED TRACT "FD2, GARDENS AT HAMMOCK BEACH"; THENCE NORTH 01 DEGREES 27 MINUTES 08 SECONDS WEST, A DISTANCE OF 968.01 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"

OWNER	PROPERTY	ACREAGE
Highway 100 Commercial LLC	13-12-31-2850-0FD20-0030	18.94
Veranda Bay Investments LLC	West Side of John Anderson 13-12-31-0000-01010-0000	495.12
	TOTAL ACREAGE	**514.06**

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

ORDINANCE NO. 2025-22

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, TO ANNEX PROPERTY TO BE INCLUDED WITHIN THE CORPORATE AREA AND CITY LIMITS OF THE CITY OF FLAGLER BEACH; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 514.06 ACRES OF PROPERTY DESCRIBED IN EXHIBIT "A" TO THIS ORDINANCE AND LYING IN THE AREAS PROXIMATE TO THE EXISTING CITY LIMITS OF THE CITY OF FLAGLER BEACH, FLAGLER COUNTY, FLORIDA; PROVIDING FOR ANNEXATION IN ACCORDANCE WITH THE VOLUNTARY ANNEXATION PROVISIONS OF SECTION 171.044, FLORIDA STATUTES; PROVIDING FOR ANNEXATION OF REAL PROPERTY/AMENDMENT OF CORPORATE/CITY LIMITS; PROVIDING FOR RIGHTS AND PRIVILEGES RESULTING FROM ANNEXATION UPON LAND USES; PROVIDING FOR EFFECT ON AD VALOREM TAXES; PROVIDING FOR EFFECT ON BUSINESSES AND OCCUPATIONS; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:

[1] See Section 166.041(4)(c), Florida Statutes.

a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality
c. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
d. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
e. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare): The Ordinance if approved would annex into the City by voluntary annexation approximately 210.70 acres causing future development activities to be regulated pursuant to the City of Flagler Beach Code of Ordinances and Land Development Code.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:
The Ordinance is not expected to bring about any direct economic impact, including regulatory costs or fee increases on existing businesses.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:
The Ordinance is not expected to bring about any direct economic impact, including regulatory costs or fee increases on existing businesses.

Serial Number
25-00358F

Observer
You. Your Neighbors. Your Neighborhood.
Palm CoastObserver.com

Palm Coast Observer
Published Weekly
Palm Coast, Flagler County, Florida

COUNTY OF FLAGLER

STATE OF FLORIDA

Before the undersigned authority personally appeared Nancy Kay Raymond who on oath says that he/she is Publisher's Representative of the Palm Coast Observer a weekly newspaper published at Palm Coast, Flagler County, Florida; that the attached copy of advertisement,

being a Public Hearing

in the matter of Ordinance 2025-22

in the Court, was published in said newspaper by print in the

issues of 10/30/2025

Affiant further says that the Palm Coast Observer complies with all legal requirements for publication in chapter 50, Florida Statutes.

*This Notice was placed on the newspaper's website and floridapublicnotices.com on the same day the notice appeared in the newspaper.

N. Kay Raymond

Nancy Kay Raymond

Sworn to and subscribed, and personally appeared by physical presence before me,

30th day of October, 2025 A.D.

by Nancy Kay Raymond who is personally known to me.

Sara Hubert

Notary Public, State of Florida
(SEAL)

SARA HUBERT
NOTARY
My Comm. Expires
Sept. 7, 2026
HH 309909
PUBLIC
STATE OF FLORIDA

CITY OF FLAGLER BEACH NOTICE OF PUBLIC HEARING

The City Commission proposes to adopt Ordinance No 2025-22 Entitled:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, TO ANNEX PROPERTY TO BE INCLUDED WITHIN THE CORPORATE AREA AND CITY LIMITS OF THE CITY OF FLAGLER BEACH; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 514.06 ACRES OF PROPERTY DESCRIBED IN EXHIBIT "A" TO THIS ORDINANCE AND LYING IN THE AREAS PROXIMATE TO THE EXISTING CITY LIMITS OF THE CITY OF FLAGLER BEACH, FLAGLER COUNTY, FLORIDA; PROVIDING FOR ANNEXATION IN ACCORDANCE WITH THE VOLUNTARY ANNEXATION PROVISIONS OF SECTION 171.044, FLORIDA STATUTES; PROVIDING FOR ANNEXATION OF REAL PROPERTY/AMENDMENT OF CORPORATE/CITY LIMITS; PROVIDING FOR RIGHTS AND PRIVILEGES RESULTING FROM ANNEXATION UPON LAND USES; PROVIDING FOR EFFECT ON A VALOREM TAXES; PROVIDING FOR EFFECT ON BUSINESSES AND OCCUPATIONS; PROVIDING FOR EFFECT ON BUSINESSES AND OCCUPATIONS; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

This notice is pursuant to the provisions of Chapter 166 and 171, Florida Statutes, and the Charter and Ordinances of the City of Flagler Beach, Florida as amended and supplemented. Subject annexation meets the statutory criteria for annexation as established in Chapter 171, Florida Statutes.

PUBLIC HEARINGS ARE SCHEDULED TO BE HELD AT CITY HALL, 105 S. 2ND STREET, FLAGLER BEACH, FLORIDA AS FOLLOWS:

PLANNING AND ARCHITECTURAL REVIEW BOARD: TUESDAY, OCTOBER 7, 2025 AT 5:30 P.M.

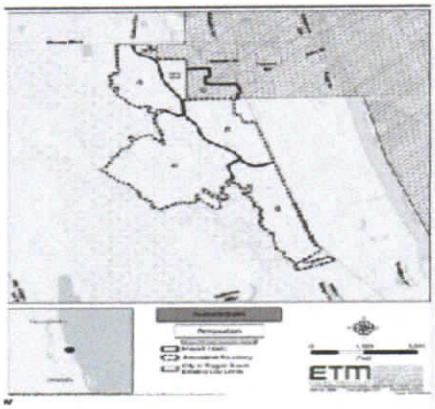
1ST READING: CITY COMMISSION: THURSDAY, OCTOBER 9, 2025 AT 5:30 P.M. OR AS SOON THEREAFTER AS POSSIBLE.

2ND READING: CITY COMMISSION: NOVEMBER 13, 2025 AT 5:30 P.M. OR AS SOON THEREAFTER AS POSSIBLE.

Copies of the proposed Ordinance and legal description of the property by metes and bounds are available and may be obtained from the office of the City Clerk at 386-517-2000 Ext. 233.

Persons are advised that, if they decide to appeal any decision made at these meetings/hearings, they will need a record of the proceedings and for such purpose, they may 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, per Section 286.0105, Florida Statutes. In accordance with the Americans with Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk's Office at 386-517-2000 Ext. 233 at least 48 hours prior to the meeting.

Location Map



Oct. 30 25-00358F

Staff Report

City Commission Regular Meeting

November 13, 2025

To:	City Commission
From:	Lupita McClenning, Planner
Meeting Date:	November 13, 2025
Item Name:	Ordinance 2025-23. An Ordinance of the City Commission of the City of Flagler Beach, Florida, amending the Comprehensive Plan Future Land Use Map designation for approximately 233.92 acres of certain real property; providing for severability; providing for conflicts and an effective date (First Reading).

Background:

The applicant proposes to amend the Future Land Use (FLUM) map for approximately +/- 234 acres of Flagler County land use designations from Agriculture, Conservation, and Mixed-Use High Intensity to the City of Flagler Beach FLUM designations of Low Density Residential (LDR), and General Commercial (GC). The applicant proposes a text amendment voluntarily limiting the maximum number of residential units to 377 units, a maximum of 16,200 square feet of nonresidential uses, and a maximum of 150 marina berths. Land uses permitted within the Low Density Residential and Commercial Future Land Use designation shall be allowed as permitted in the City Comprehensive Plan and Land Development Regulations (July 2025). Changes to the Development Plan may be permitted providing the net new external trips (PM peak hour) do not increase.

Fiscal Impact:

Staff Recommendation:

Staff recommends that the Large-Scale Future Land Use Amendment (FLUM) map and Text Amendment consistent with the Comprehensive Plan and SB 180, and recommends the City Commission approve the Future Land Use Map amendment from unincorporated land use designations to the City of Flagler Beach land use designations of Low Density Residential and General Commercial; and recommend to the City Commission to approve the limiting site specific policy text amendment.

Attachments:

1. Large Scale Future Land Use (FLUM) Amendment_Analysis Findings Veranda Bay w MAPS
2. Ord 2025-23 Veranda Bay Comprehensive Plan Amendment (1)

3. VB_Application Comp Plan signed w exhibits
4. BIS 2025-23 VB
5. 25-00355F Affidavit

VERANDA BAY DEVELOPMENT
FINDINGS REPORT

Large-Scale
Future Land Use Amendment

Prepared by

Lupita McClenning, City Planner
City of Flagler Beach, FL
lmcclenning@cityofflaglerbeach.com

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1. APPLICATION INFORMATION

1.1 Jurisdiction

City of Flagler Beach
Veranda Bay Development

1.2 Applicant

Michael D. Chiumento, Esq
45 City Pl, Suite 301
Palm Coast, FL 32164
on behalf of Veranda Bay, LLC; Palm Coast Intracoastal, LLC; and Highway 100 Commercial, LLC

1.3 Intent

The intent of the development is to develop the property into Low Density Residential, General Commercial, and a Marina Village. The residential uses include multiple types of housing opportunities including single-family and multi-family units with an anticipated 2035 build out.

The applicant proposes to amend the Future Land Use (FLUM) map for approximately +/- 234 acres of Flagler County land use designations of Agriculture, Conservation, and Mixed-Use High Intensity to the City of Flagler Beach FLUM designations of Low Density Residential (LDR), and General Commercial (GC).

The FLUM amendment includes a planning analysis which considers the character of undeveloped lands, the availability of, and the impacts to the City's facilities and services; an analysis of the soils, topography, natural resources, and historic resources on site, and analysis of the minimum amount of land needed to achieve goals and requirements.

A voluntary companion site specific text amendment outlines the maximum development threshold for the Veranda Bay Project:

Policy A.1.1.3.H – Development of the Property shall be limited to a maximum of 377 residential units, a maximum of 16,200 square feet of nonresidential uses and a maximum of 150 marina berths ("Development Plan"). Land uses permitted within the Low Density Residential and Commercial Future Land Use designation shall be allowed as permitted in the City Comprehensive Plan and Land Development Regulations (July 2025). Changes to the Development Plan may be permitted providing the net new external trips (PM peak hour) do not increase as certified by the Developer's traffic engineer.

2. PROJECT DESCRIPTION

2.1 Summary and Background

A mixed-use residential development is currently under development on +/-160.99 acres. The remainder of the property is vacant and undeveloped.

In 2005 a Master Development Agreement (MDA) was approved for a Planned Development (PUD) in Flagler County for a mixed-use development of approximately 1,999 acres known as Hammock Beach River Club PUD.

The 2005 MDA approved 453 residential units (including 150 of the 453 as multi-family residential units); 230,694 SQ FT of commercial/retail/office; accessory and recreational uses, ancillary amenities and facilities; an 18-hole golf course; dedicated utility site; a dedicated public boat ramp site; and a dedicated fire station site. As part of the FLUM and MDA agreement, approximately 1,100 acres were transferred to Flagler County as environmental/conservation lands.

Project	899.09 +/- Acres
Residential Units	377 units (3units/ac)
Commercial Density	16,200 ft
Open Space (40%)	Forty percent (40%)

3. PARCEL DATA

3.1 Size of Property

The site is approximately 234 +/- acres

3.2 General Location

The City of Flagler Beach is located in southern Flagler County and covers approximately 3.8 square miles (2,420 acres) in area.

The subject property is in unincorporated Flagler County, located east and west of John Anderson Highway and south State Road 100.

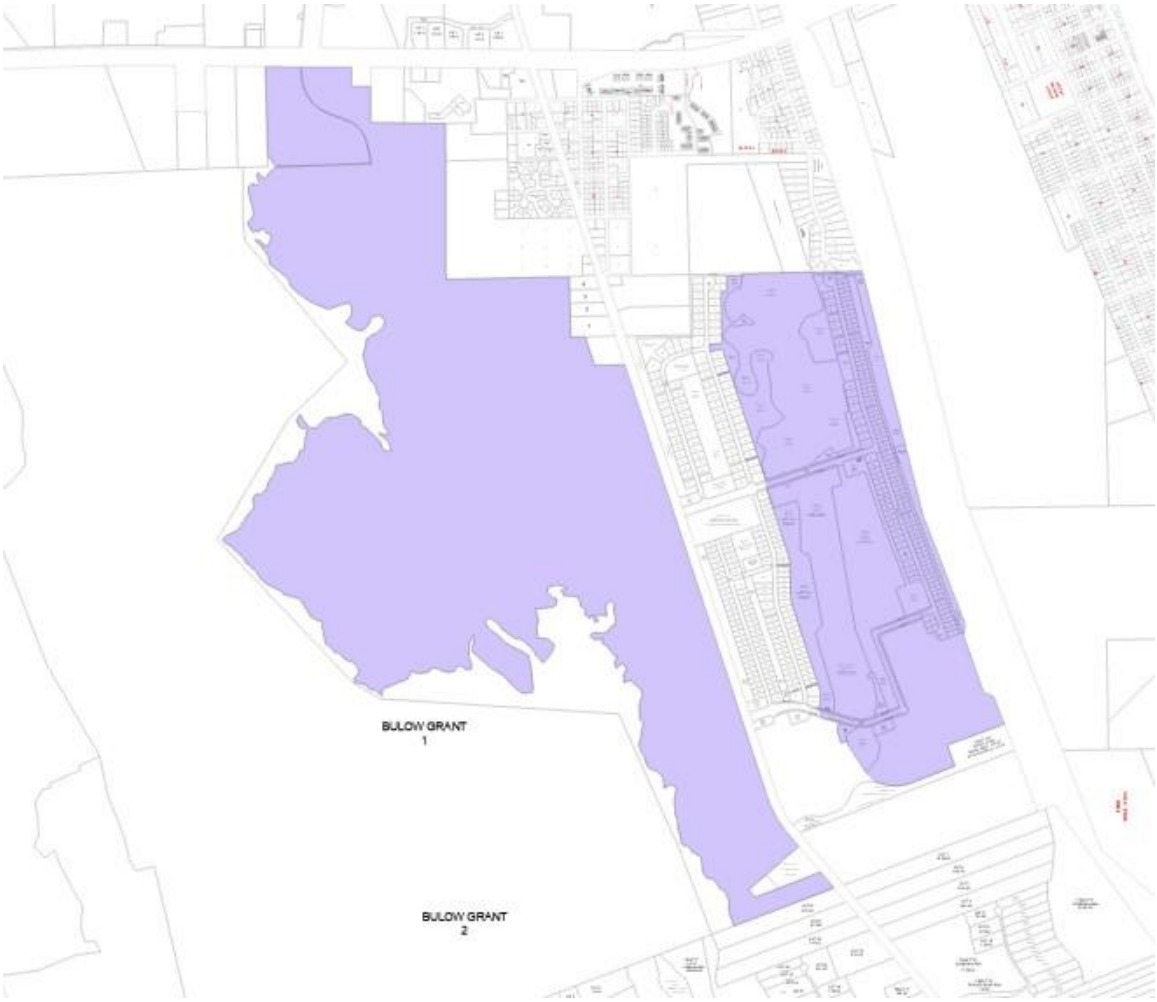
The site is bordered to the north by State Road 100 (a major arterial road); to the east by the boundaries of the City of Flagler Beach; to the south by the boundaries of unincorporated Flagler County; and to the west by the boundaries of unincorporated Flagler County.

3.3 Access and Frontage

The development is on the East Side County Road (CR) 201 (John Anderson Highway). Access will be provided on John Anderson Highway and via SR 100 (Moody Blvd) at Colbert Lane as a new fourth leg approach of a signalized intersection. Access to Veranda Bay East is from John Anderson Highway.

4. LAND USE INFORMATION

4.1 Aerial Photograph



4.2 Built Features

Approximately 160.99 +/- acres are currently under development with roads, water, sewer, reuse (purple pipe) and model home sites. Approximately 738.1 +/- acres of the property is undeveloped.

4.3 Current Zoning Designation

According to Flagler County's Zoning, the current zoning designation of the subject property is Planned Unit Development (PUD).

The purpose and intent of the 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 mis, open space, and more economical public services.

The purpose and intent of the planned unit development is to encourage the unified development of large tracts of land using 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.

Proposed PUD's must be in harmony with the county's comprehensive plan. The design and construction shall follow a carefully devised plan of development which must be prepared in accordance with requirements, procedures, and approvals.

4.4 Proposed Master Planned Development (MPD)

The City of Flagler Beach Master Planned Development (MPD) district is established and intended to encourage innovative land planning and site design concepts that support a high quality of life and achieve a high quality of development, environmental sensitivity, energy efficiency, and other City goals and objectives by:

1. Reducing or diminishing the inflexibility or uniform design that sometimes results from strict application of zoning and development standards designed primarily for individual lots;
2. Allowing greater freedom in selecting the means of providing access, open space, and design amenities;
3. Allowing greater freedom in providing a well-integrated mix of residential and nonresidential land uses in the same development, including a mix of housing types, lot sizes, and densities;
4. Providing for efficient use of land resulting in smaller networks of utilities and streets and thereby lowering development and housing costs; or
5. Promoting quality design and environmentally sensitive development that respects surrounding established land use characteristics and respects and takes advantage of a site's natural and man-made features.

5. BASIC DATA

5.1 City of Flagler Beach Population

According to the 2024 American Community Survey (ACS) of the U.S. Census, the City of Flagler Beach has a population of approximately **5,667**, a 9.8% increase from the 2020 Census. *Source: ACS, May 2024*

The effects on population provided in the following section.

5.2 Proposed Population Veranda Bay

The analysis takes into consideration the current population of the City of Flagler Beach plus the number of proposed units in the Master Planned Development of 377 single and multi-family residential units on 234 acres.

Proposed MDA Population City of Flagler Beach = 2.08 persons/DU's *377DU's = 784 persons

Source:
https://www.census.gov/quickfacts/fact/table/flaglerbeachcityflorida,flaglercountyflorida/PST045223

5.3 Total Projected Population

Existing City of Flagler Beach + Proposed Veranda Bay Population = **6451 persons**

5.4 Proposed Non-Residential (Commercial) Square Footage

The analysis takes into consideration the proposed non-residential development of 16,200 SQ FT.

5.5 Open Space, Buffers and Recreation

In addition to the 1,100 acres of conservation lands transferred to Flagler County, the development proposes 90.42 acres of conservation; 45.06 acres of landscape/wetland buffers; 64.47 acres of open space; and 6.72 acres of recreation; total of 206.67 acres; plus 153 acres of dedicated waterfront.

6. CONSISTENCY AND COMPATIBILITY ANALYSIS

6.1 Land Use Compatibility

Surrounding Future Land Use Designations:

North: Mixed Use (City of Palm Coast designation); Medium Density, Commercial, Other Public Facilities, Mixed Use, Low Density (City of Flagler Beach designations); Agriculture, Conservation (Flagler County designations).

South: Agriculture, and Conservation (Flagler County designations).

East: Salt Water Marsh (City of Flagler Beach designation).

West: Agriculture, Conservation, and Mixed-Use High Intensity (Flagler County designations).

The proposed amendment is consistent with the surrounding land use designations.

6.2 Surrounding Zoning Designations:

North: Commercial, Multifamily Residential, and Public/Semipublic (City of Palm Coast designations); Highway Commercial, Medium Density Residential, Single Family Residential, Light Industrial, and General Commercial (City of Flagler Beach designations); and Agricultural and Rural Residential (Flagler County designations).

South: Planned Unit Development (Flagler County designation).

East: Conservation, and Preservation (City of Flagler Beach designations).

West: Planned Unit Development, General Commercial & Shopping Center, and Agricultural (Flagler County designations

The proposed MPD zoning amendment is consistent with the surrounding zoning designations.

7. PUBLIC FACILITIES / IMPACT ANALYSIS

In January 2007, the City of Flagler Beach, Flagler County, the City of Palm Coast, and a private developer entered into a stipulated settlement agreement that delineated the water and wastewater services areas for each utility provider.

The City has taken action to expand the capacity of its potable water, wastewater, and reuse water utility services and represents that adequate public facilities and services exist and/or to exist to serve the subject property at its full build out 2035.

7.1 Potable Water Data and Analysis

The City of Flagler Beach is the only potable water supplier within its municipal limit. The city is financially responsible for the maintenance and improvements to the potable water system within its service area.

The potable water demand is calculated by summing the estimates from residential and non-residential calculations.

7.1.2 Residential Potable Water Demand

City of Flagler Beach Existing Residential Potable Water Demand

The residential potable water demand is estimated by multiplying the existing population served by 125 gallons per capita per day (GPCD).

Existing potable water demand = population served * 125 GPCD

City of FB Population = 3,576 units * 2.08 persons per unit = 7,438

Existing Potable Water Demand = 7,438 persons * 125 GPCD

Existing Potable Water Demand = 929,750 GPD

Veranda Bay Proposed Residential Potable Water Demand

The residential proposed water demand is estimated by multiplying the proposed population by 125 gallons per capita per day (GPCD).

Proposed potable water demand = population served * 125 GPCD

Population = 377 units * 2.08 persons per unit = 784

Proposed potable water demand = 784 persons * 125 GPCD

Proposed potable water demand = 98,020 GPD

Total Existing + Proposed Projected Potable Water Demand

Total projected potable water demand = total population served * 125GPCD

Total Projected Potable Water Demand = 8222 persons * 125 GPCD

Total Projected Potable Water Demand = 1,027750 GPD

7.1.3 Non-Residential Potable Water Demand

City of Flagler Beach Existing Non-Potable Water Demand

The non-residential potable water demand is calculated at a rate of 2,000 gallons per acre per day. The City currently has 13.41% of its land use zoned non-residential, or 324 acres with an average General Commercial impervious surface of 75% or 243 acres.

The non-residential wastewater demand is calculated as follows:

Existing non-residential potable water demand = number of acres * 2000 GPD

Existing wastewater demand = 243 acres * 2000 GPD

Existing non-residential demand = 486,000 GPD

Veranda Bay Proposed Non-Residential Water Demand

The proposed non-residential potable water demand for Veranda Bay is estimated by multiplying the non-residential square footage by .10 gallons per day (GPD).

Proposed non-residential water demand = 16,200 * .10 GPD/SQFT

Proposed non-residential water demand = 1,620 GPD

7.1.4 Findings Residential and Non-Residential Potable Water

The proposed FLUM and Zoning amendment will have a maximum potential demand for potable water of 487,600 GPD. As part of the site plan/plat review process, the city and developer will determine the appropriate engineering requirements (size of water line, pump stations, etc.) for potable water service.

7.2 Wastewater Data and Analysis

The City currently owns and operates one wastewater treatment plant (WWTP), located three miles east of the WTP. The wastewater treatment plant is being upgraded to a capacity of 1.5 with capacity to upgrade to 2.0 mgd. The WWTP provides advanced secondary treatment and disposes of the effluent into the Intracoastal Waterway.

The wastewater demand is calculated by summing the estimates from residential and non-residential calculations.

7.2.1 Residential Wastewater Demand

City of Flagler Beach Existing Residential Wastewater Demand

The residential wastewater demand for each residential unit is calculated at 119/gal/person * 2.08 persons = 248 GPD/unit:

Existing wastewater demand = *units served *248 GPD/unit

Existing wastewater demand = 3576 * 248 GPD/unit

Existing wastewater demand = 886,848 GPD

Veranda Bay Proposed Residential Wastewater Demand

The proposed residential wastewater demand is calculated as follows:

Proposed wastewater demand = Total number units *248 GPD/unit

Population = 377 units * 248 GPD/unit

Proposed wastewater demand = 93,496 GPD

7.2.2 Non-Residential Wastewater Demand

City of Flagler Beach Existing Non-Residential Wastewater Demand

The City of Flagler Beach currently has 13.41% of its land use zoned non-residential, or 324 acres. The average impervious surface in GC is 75% or 243 acres.

The non-residential wastewater demand is calculated as follows:

Existing non-residential wastewater demand = number of acres * 2000 GPD
Existing non-residential wastewater demand = 243 acres * 2000 GPD
Existing non-residential wastewater demand = 486,000 GPD

Veranda Bay Proposed Non-Residential Wastewater Demand

Proposed non-residential wastewater demand = SQ FT * .10 GPD/SQFT
Proposed non-residential wastewater demand = 16,200 SQFT * .10 GPD
Proposed non-residential wastewater demand = 16,200 GPD

7.2.3 Findings Residential and Non-Residential Wastewater

The proposed FLUM and Zoning amendment will have a maximum potential net increase in demand for sanitary sewer treatment of 109,496 GPD. As part of the site plan/plat review process, the property owner and/or developer will need to coordinate with the City of Flagler Beach Utility Department to determine the appropriate engineering requirements (size of sewer line, lift stations, etc.) for wastewater service.

7.3 Solid Waste Data and Analysis

Solid waste is operated by the City of Flagler Beach. The City is required to review its Interlocal Agreements on Solid Waste Disposal with Flagler County and Solid Waste Services with the Town of Beverly Beach to ensure that it includes specific and adequate resources and capacity.

7.3.1 Solid Waste Demand

The level of service standards to be met by the City for solid waste shall be the equivalent of 3.7 pounds per capita per day.

7.3.2 Solid Waste Demand Residential

Each individual discards 3.7 lbs. of solid waste per day. The daily demand per unit for solid waste is calculated as 3.7lbs/person * 2.08 persons = 7.70 lbs./per day/per unit.

City of Flagler Beach Existing Solid Waste Demand

Existing solid waste demand = units served * 7.7 lbs./per day/unit
Existing solid waste demand = 3576 * 7.7 lbs./per day/unit
Existing solid waste demand = 27,535 LBS/Per Day

Veranda Bay Proposed Residential Solid Waste Demand

Proposed solid waste demand = units served * 7.7 lbs./per day/unit
Proposed solid waste demand = 377 * 7.7 lbs. per day/unit
Proposed solid waste demand = 2903 LBS/Per Day

7.3.3 Solid Waste Demand Non-Residential

Veranda Bay Proposed Non-Residential Solid Waste Demand
Proposed solid waste demand = SQ FT * 0.01 LBS/per day

Proposed solid waste demand = 16,200 SQFT * 0.01 LBS/per day
Proposed solid waste demand = 162 LBS/Per Day

7.4 Stormwater Management

The project site drains to a portion of the Intraacoastal Waterway (ICW) that is listed as impaired by Florida Department of Environmental Protection (FDEP). Therefore, the stormwater management facilities will be designed such that the amount of Total Nitrogen and Total Phosphorus discharged from the development sites in the post-development condition will be less than that in the pre-development condition. The design storms to be analyzed include the Mean-year/24-hour, 25-year/25-hour, and the 100-year/24-hour storms.

The stormwater management facilities will be designed such that the peak rate of discharge in the post-development condition will be less than the pre-development condition and will discharge to the same location.

The design will incorporate Best Management Practices (BMP's) to ensure no adverse hydrologic impacts to surrounding wetlands or communities. BMP's will also be utilized to ensure no discharge of sediment will occur. Portions of the subject site exist within the FEMA 100-year floodplain, thus any proposed filling of the 100-year floodplain shall be offset in the form of compensatory storage.

7.4.1 Stormwater Findings

The declarant shall be responsible for designing, permitting, constructing, and maintaining the means of conveyance of stormwater runoff within the Project, including not limited to all stormwater lines, ditches, culverts, and other stormwater facilities that are necessary to convey and treat stormwater runoff.

In addition to incorporating BMP's, stormwater treatment facilities are reviewed for consistency with LOS during technical site plan review as LOS standards for stormwater quantity and quality adhere to requirements established by the St. Johns River Water Management District (SJRWMD), and other applicable regulatory requirements.

7.5 Transportation Impacts

The 234+/- acre site proposes a mixed-use development with an anticipated full build out in 2035. A voluntary site-specific policy text amendment is incorporated so that PM peak hours do not exceed 3,749 peak PM gross trip.

A Segment Traffic Analysis was CTS Solutions to assess the impact of the proposed development. A voluntary site-specific policy text amendment is incorporated so that PM peak hours do not exceed 3,749 peak PM gross trip. The report analyzes the impact of the proposed mixed-use low-density project as defined in the Site-Specific Amendment.

7.5.1 Roadway Segments and Intersections Within the Study Area

The report identified specific segments within the study area to determine the total traffic volume on each study area segment. The project is examined in one, five (5) year period (2025-2030). Tracts/Parcels A1, B, C, E and M are being annexed into the City of Flagler Beach.

The study area is a 2.5-mile radius surrounding the Subject property. The following segments were studied:

- Segment 1: SR 100 (Moody Boulevard) from Colbert Lane to Tuscany Boulevard
- Segment 2: SR 100 (Moody Boulevard) from CR 201 (John Anderson Highway) to Colbert Lane
- Segment 3: SR 100 (Moody Boulevard) from SR A1A to CR 201 (John Anderson Highway)
- Segment 4: SR A1A from S 14th Street to Ocean Marina Drive
- Segment 5: Colbert Lane from Roberts Road to SR 100 (Moody Boulevard)
- Segment 6: CR 201 (John Anderson Highway) from Walter Boardman Lane to SR 100 (Moody Boulevard)
- Segment 7: Roberts Road from SR 100 (Moody Boulevard) to Colbert Lane

7.5.2 Pertinent Developments Included in Transportation Study

The following pertinent developments were included:

- Coquina Shores Phase I Single Family Residential Subdivision: 233 units
- Ocean Village Apartments: 416 units
- Colbert Landings Single Family Residential Subdivision: 482 units
- Lighthouse Harbor Luxury Apartments: 240 units
- Lighthouse Harbor Mixed-Use Development:
    - Commercial: 160,000 SQ FT
    - Marina: 80 wet/ 200 dry
    - Single Family / Townhomes / Apartments: 663 units
- Barnes Office Building: 11,200 SQ FT
- The Reserves East Single-Family Residential Subdivision: 217 units
- Roberts Road Multi-Family Apartments (aka Flagler Beach apartments): 240 units
- Beach Village Park Multi-Family Apartments (aka Beach Park Village subdivision): 110 units

7.5.3 Findings Transportation Modifications/Improvements Required

Declarant obligated to comply with FDOT requirements for impacts to SR 100; and shall construct improvements as may be provided for impacts to John Anderson Highway at time deemed necessary; and shall be obligated for all costs of design, permitting, and construction of all traffic improvements identified in the Transportation Study.

For the existing year 2025, all roadway segments currently operate at LOS D or better. Background growth includes the approved, entitled Tracts/Parcels of A1, A2, and A3 as committed trips. The Veranda Bay Segment Analysis demonstrates the project development program will not result in a reduction in the adopted Level of Service during the build out year through (2030).

7.6 Schools Impact

According to the Flagler County School Board 2024 Student Generation Rate Analysis, School Concurrency entails evaluating the growth of residential areas and estimating the potential student population these areas will generate for the school district. This evaluation is achieved through the application of a Student Generation Rate (SGR) to

planned residential development. The SGR represents the average number of students in a household derived from an analysis of residential land use patterns and locations of student addresses.

By multiplying the SGR by the number of planned residential units within a school zone, school districts can project the expected number of students in each area.

Source:2024 Student Generation Analysis PDF (resources.finalsite.net)

7.6.1 Methodology

To accurately categorize residential land uses for parcels within Flagler County, the School Board relies on Land Use Description and Codes from the Florida Department of Revenue (DOR). Each parcel in the County is assigned a DOR code for tax assessments assigned by the Flagler County Property Appraiser to distinguish between businesses, homes and other classifications. DOR codes include various housing categories including Single-family, Multi-family and Mobile/Manufactured homes. Single-family include dwelling types such as single-family homes, townhouses, and duplexes. Multi-family includes multi-family apartments, condominiums, Tri- and Quad-plexes.

7.6.2 2024 FC School Board Student Generation Rate Analysis

The SGR is derived by dividing the number of relevant students by the number of units. To calculate the SGR, the number of students living in a specific housing type is divided by the overall number of that specific housing type's units.

2024	Single Family	Multi Family	Mobile Home
Elementary, Middle, High Schools	0.212	0.079	N/A

7.7 Public Safety

Through mutual aid, fire and police are currently provided to this unincorporated area. The Developer previously donated to Flagler County a three (3) acre parcel of land for a fire station to serve the Project and the residents along John Anderson Highway.
Fire protection requirements for the Project will be met through a system of fire hydrants installed on the Project by the Developer in accordance with City standards. The locations of fire hydrants shall be shown on all construction documents, technical site plans, or preliminary plats. The Project shall comply with the City's fire protection requirements. The City will provide fire protection services to the Project in accordance with established local response agreements.

7.8 Economic Impact Data and Analysis

The developer submitted economic benefit data of the proposed project (2024) for FLUM amendment for 899+/- acres with the following data:

Residential Property Tax: $999,530,156
Commercial Property Tax: $17,850, 979

School Impact Fee: $12,265,864
Flagler Beach Impact Fees: $336,572,169

8. Undeveloped Lands and Cultural, Historical, and Natural Resources

Atlantic Ecological Services conducted a site survey of the Veranda Bay property. The subject property consists of open land areas currently under construction for a residential neighborhood, and undeveloped upland and wetland habitats. The property contains approximately 768.39 acres of uplands, 133.24 acres of wetlands, and 1.31 acres of upland cut surface waters. No protected flora or fauna species are expected to inhabit the subject property. The results of the site assessment are described in this section of the Finding Report.

8.1 Soils Map

Soil information is part of a geotechnical investigation that helps determine how the soil will react to proposed changes, anticipate conditions and provide preliminary foundation recommendations. The wetlands are detailed on the *Soil Map Veranda Bay Flagler County, Florida* and reflect the boundaries that were delineated in the field pursuant to state and federal guidelines (Chapter 62-340 F.A.C. and the 1987 Corps of Engineers Wetlands Delineation Manual).

8.1.2 Topography Map

The topographic map uses contour lines to illustrate the elevation changes on the property's surface. Contour lines join points of equal elevation throughout the map. The topographic map shows water features, geographic place names, and cultural features.

8.1.3 Habitat Uplands

Open Lands Under Construction- Approximately 160.99 acres of the subject property consists of land currently under construction for a residential development.

Herbaceous - Approximately 10.88 acres of the site exists as herbaceous non-forested uplands. These areas were cleared during the original construction start of the project in 2007. Clearing and grading occurred, but no infrastructure was constructed. The area consists primarily of bahia grass (*Paspalum notatum*) and a mix of ruderal weeds.

Sand Pine - Approximately 5.48 acres of the subject property consists of sand pine habitat which was historically scrub. The canopy consists of 100% coverage of sand pine (Pinus clausa).

Hardwood Conifer Mixed - Approximately 300.24 acres of the uplands found on the site are considered mixed pine oak hammock habitat. Canopy species consisted of mature trees and include live oak (*Quercus virginiana*) and sand live oak (*Quercus geminata*), slash pine (*Pinus elliottii*), sand pine, southern magnolia (*Magnolia grandif*olia), pignut hickory (*Carya glabra*), laurel oak (*Quercus laurifolia*), and sweetgum (*Liquidambar styraciflua).* Subcanopy species included red cedar (*Juniperus virginiana*) and hackberry (*Ce/tis occidentalis*). The understory is dominated by a thick cover of saw palmetto (*Serenoa repens*). Other species found, but at a much lesser extent, include red bay (*Persea borbonia*), wax myrtle (*Myrica cerifera*), yaupon holly (*lex vomitoria*), wax

myrtle (*Myrica cerifera*), greenbriar (*Smilax spp*.), and bracken fem (*Pteridium aquilinum*).

Pine Plantation - Multiple upland areas on the subject property totaling 292.74 acres are considered active pine plantation and include only slash pine (Pinus elliottii). The understory is dominated primarily by saw palmetto, but also contains wax, fetterbush (Lyonia ferrigunea), gallberry (flex glabra), and pine needle litter.

Disturbed Land - Approximately 3.01 acres of the subject property consists of disturbed uplands associated with prior earthwork on the site in preparation for the former development. This area differs from the herbaceous areas previously described in the in that this area includes heavy grading and road frontage land work. The elevations in this area are not natural and in such have re-vegetated in a non-native form. Large areas of open sand are found in this habitat. The vegetation consists of dogfennel (*Eupatorium capillifolium*), saltbush (*Baccharis halimifolia*), slash pine, bahia grass, St. Augustine grass (*Stenotaphrum secundatu*m), and other weeds.

8.1.4 Wetlands

Mangrove - Approximately 8.63 acres of the subject property consists of estuarine mangrove habitat with mosquito ditching open water. This area consists primarily of black mangroves *(Avicenia germinans)* and red mangroves *(Rhizophora mangle).*

Mixed Wetland Hardwoods - Approximately 79.39 acres of the site consists of a mixed hardwood wetland slough. The dominant canopy species includes laurel oak, hackberry, live oak, American elm *(Ulmus americana),* red maple *(Acer rubrum),* and cabbage palm *(Sabal palmetto).* The understory is dominated by saw palmetto, shiny lyonia *(Lyonia lucida),* dahoon holly *(flex cassine*), wax myrtle, buttonbush (*Cephalanthes occidentalis)*, sawgrass (*Cladium jamaicense),* swamp fem *(Blechnum serrulatum),* royal fem *(Osmunda regalis),* Virginia chain fem *(Woodwardia virginica),* and cinnamon fem *(Osmunda cinnamomea).*

Wetland Mixed Forest -Approximately 2.96 acres of the site consists of wetland mixed forest. These habitats are located along the eastern boundary of the site along the Intracoastal Waterway (ICW). Vegetation includes slash pine, live oak, laurel oak, yaupon holly, cedar, wax myrtle, salt bush, and saw grass.

Wetland Scrub - Approximately 34.95 acres of the site consists of wetland scrub habitat. The dominant species is Carolina willow *(Salix caroliniana),* saltbush, slash pine, laurel oak, cabbage palm, sand cordgrass *(Spartina bakeri),* royal fem, swamp fem, and leather fem *(Acrostichum danaeifolium*).

Saltwater Marsh - Approximately 7.31 acres of the site consists of tidal saltmarsh habitat. The dominant species includes needle rush *(Juncus roemerianus),* black mangrove, sand cordgrass, marsh elder *(Iva frutescens),* sawgrass, saltwort *(Batis maritima),* and glasswort *(Salicornia* spp.).

8.1.5 Surface Waters

Ditches - Multiple man-made surface water ditches (totaling approximately 0.35 acres) are located on the site. Each surface water was originally cut through upland habitats.

Surface Water Pond - Approximately 0.96 acres of upland cut surface water pond is located on the subject property.

8.1.6 Wildlife Observations

Wildlife observations, both direct and indirect, were made throughout the course of the site investigation. A list of species observed is provided in the following table:

Taxon	Common Name	Scientific Name	Protected
Birds			
	American Crow	*Corvus brachyrhynchos*	No
	Northern cardinal	*Cardina/is cardinalis*	No
	Black vulture	*Coragyps atratus*	No
	Red shouldered hawk	*Buteo lineatus*	No
	Blue Jay	*Cyanocitta cristata*	No
Mammals			
	Florida Black Bear	*Ursus Americanus floridanus*	No
	Gray Squirrel	*Sciurus carolinensis*	No
	White Tailed Deer	*Odocoileus virginianus*	No
Reptiles			
	Gopher Tortoise	*Gopherus polyphemus*	Yes
	Diamondback rattlesnake	*Crotalus adamanteus*	No
	Cottonmouth	*Agkistrodon piscivorus*	No
	Southern black racer	*Coluber constrictor*	No

8.1.7 Protected Species

A preliminary gopher tortoise survey was conducted on May 28-30, 2024, in accordance with the techniques outlined in the publication, Ecology and Habitat Protection Needs of Gopher Tortoise (*Gopherus polyphemus*) Populations Found on Lands Slated for Development in Florida. A total of twenty-nine (29) potentially occupied gopher tortoise burrows were identified. Surveys are valid for a period of 90 days. Prior to clearing and construction an FWC conservation permit will be required and all gopher tortoise burrows must be excavated and tortoises relocated to an offsite recipient site.

8.1.8 Findings Gopher Tortoise

All tortoise burrows identified on the site will be permitted and excavation of the burrows will occur. If commensal species are identified during the excavation of the burrows, then each will be relocated to an appropriate relocation site.

8.1.9 List of Species Observed

The eastern indigo snake (*Drymarchon corais couperi*) has a moderate likelihood to occur on the subject property due to the presence of gopher tortoise burrows and a mix of upland and wetland hammock. The indigo snake is a gopher tortoise commensal species due to its association with and utilization of gopher tortoise burrows for their life requisites.

Mixed wetland hardwood habitats within the property provide suitable foraging habitat for the wood stork, however the nearest wood stork rookery is located 18 miles southwest of the subject property.

Long-legged waders have a moderate likelihood to utilize wetlands. The subject property is not located within core foraging habitat.

A Florida black bear was observed within the subject property. The project area lies within the Central Bear Management Unit. The Florida black bear is no longer a protected species by FWC but is a managed species. FWC will be a commenting agency during the ERP permitting process.

The FWC's Eagle Nest Locator website was queried for data regarding documented southern bald eagle (*Haliaeetus I. leucocephalus*) nests in the project vicinity. The southern bald eagle is protected under the Bald and Golden Eagle Protection Act. Development guidelines are required for any proposed projects with 330 feet for urban areas and 660 feet for non-urban areas. The nearest known nest is located 1.4 miles south of the property. Therefore, this project is not likely to adversely affect the southern bald eagle.

8.1.10 Findings of Species Observed

Indigo Snake

Best Management Practices during construction for the eastern indigo snake will be incorporated. Eastern indigo snake signage will be installed at the construction office for instruction on procedures if an indigo snake enters the construction area. With the above measures being incorporated, development of the subject property is not anticipated to adversely affect the eastern indigo snake.

Wood Stork

All suitable habitat within a 13-mile radius of a known rookery is considered core foraging habitat. Since the subject property is not located within core foraging habitat, no impact to this species is anticipated.

Long Legged Waders

No wading bird rookeries are known or were identified on or near the subject property, and the project is not likely to adversely affect any wading bird populations.

Florida Black Bear

FWC will likely provide comment that Florida black bear specific BMP's, construction and design specifications be utilized for project.

Southern Bald Eagle

Development guidelines are required for any proposed projects with 330 feet for urban areas and 660 feet for non-urban areas. The nearest known nest is located 1.4 miles south of the property. Therefore, this project is not likely to adversely affect the southern bald eagle.

9. CONSISTENCY WITH CITY OF FLAGLER BEACH COMPREHENSIVE PLAN

Policy A.2.4.1 - Future Land Use Map amendments shall include the following analyses:

a. An analysis of the availability of facilities and services.
b. An analysis of the sustainability of the plan amendment for its proposed use considering the character of undeveloped land, soils, topography, natural resources, and historic resources on site.
c. An analysis of the minimum amount of land needed to achieve the goals and requirements of Objective A.2.4

9.1 Public Facilities

Policy H.6.7.1

The City shall review all proposed transportation plans and improvements to determine the impacts such projects or proposals will have on the City's transportation network.

Policy H.6.7.2

The City shall review all proposed development and require developers of new subdivisions or commercial development to submit information concerning the traffic impact of the project. The impact upon the adopted LOS standard and consistency with the Comprehensive Plan and shall follow the provisions of the concurrency management system in ensuring that the LOS is maintained for all roadways.

Policy D.1.2.3

Consistent with public health and safety, sanitary sewer, solid waste, drainage, adequate water supplies, and potable water facilities shall be in place and available to serve new development no later than the issuance by the local government of a certificate of occupancy or its functional equivalent. Prior to approval of a building permit or its functional equivalent, the local government shall consult with the applicable water supplier to determine whether adequate water supplies to serve the new development will be available no later than the anticipated date of issuance by the local government of a certificate of occupancy or its functional equivalent.

9.1.2 Findings Public Facilities

A comprehensive analysis was completed to examine the demand and impact to the City's public facilities and services.

Studies were provided by licensed and/or professionals who surveyed the site and/or modeled the impacts to maintain the LOS.

The proposed development is consistent with the Public Facilities Element and the Comprehensive Plan.

9.2 Future Land Use Element

Policy A.1.2.2 -Application filing procedures shall require topographic, soil condition, flood hazard zone, and wetland zone surveys filed in support of a land use amendment, zoning change, or land subdivision.

Objective A.1.4 -The City shall seek to improve its ad valorem tax base by encouraging development.

Policy A.1.4.1 -The City shall investigate opportunities for annexation of commercial and value-added properties.

Policy A.1.1.1 – The City shall not issue a building permit or other development orders until the City Manager or his or her designee certifies that required public facilities and services will be provided concurrent with the needs of development. No Certificate of Occupancy shall be issued until facilities and services are in operation

Policy A.1.1.2 – The City shall maintain Land Development Regulations (LDRs), which contain the specific and detailed provisions that are necessary to implement the adopted Comprehensive Plan.

Policy A.1.1.4 - The City Manager or his or her designee shall apply concurrency management to all new development and subdivisions to ensure that private development and public facility construction remain coordinated. Such a test for concurrency will be a requirement of the developer and will be based upon developer commitment.

a. Concurrency shall be measured against Levels of Service (LOS) established for water, sewer, recreation, drainage, roads, and solid waste identified in each appropriate element and the Capital Improvement Element of this plan. Application of LOS criterion will be in accordance with the minimum requirements for concurrency as identified in 163.3180(2), F.S.

Policy A.1.2.2 - Application filing procedures shall require topographic, soil condition, flood hazard zone, and wetland zone surveys filed in support of a land use amendment, zoning change, or land subdivision.

Policy A.1.3.1 - The donation of utility service facility sites to the City shall be a condition of development approval where applicable.

Policy A.1.4.1 – The City shall investigate opportunities for annexation of commercial and value-added properties**.**

Policy A.1.4.3 -The City shall encourage the use of innovative LDRs, which may include provisions for master planned developments, mixed land use development techniques and the clustering of commercial uses in appropriate nodes.

Policy A.2.1.4 - The City shall require a buffer of no less than 25 feet adjacent to and surrounding all wetlands (including saltwater marsh). This buffer shall consist of existing vegetation native to the site, which shall be preserved or replanted between the site of actual development activity and the boundary of the wetland/saltwater marsh.

9.2.1 Findings Future Land Use Element

A comprehensive analysis was completed to examine how the proposed development supports the goals and objectives of the Land Use Element and is found to be consistent with the Future Land Use Element of the City's Comprehensive Plan.

9.3 Housing Element

Policy C.1.1.3

To reduce the high cost of land for development of affordable housing, the City shall consider the use of innovative land development techniques such as zero-lot-line, Master

Planned Development, use of smaller sized lots and density bonuses for development of affordable housing units.

9.3.1 Findings Housing Element

A comprehensive analysis was completed to examine how the proposed development supports the policies of Housing Element and is found to be consistent with the Housing Element of the City's Comprehensive Plan.

9.4 Public Facilities Element

Policy D.1.5.3

The City shall permit development only where the capacity of public facilities meets concurrency requirements as established by Section 163.3180, F.S. and that the developer shall be required to guarantee that adopted LOS be maintained.

9.4.1 Findings Public Facilities Element

A comprehensive analysis was completed to examine the demand and impact to the City's public facilities and services.

Studies were provided by licensed and/or professionals who surveyed the site and/or modeled the impacts to maintain the LOS.

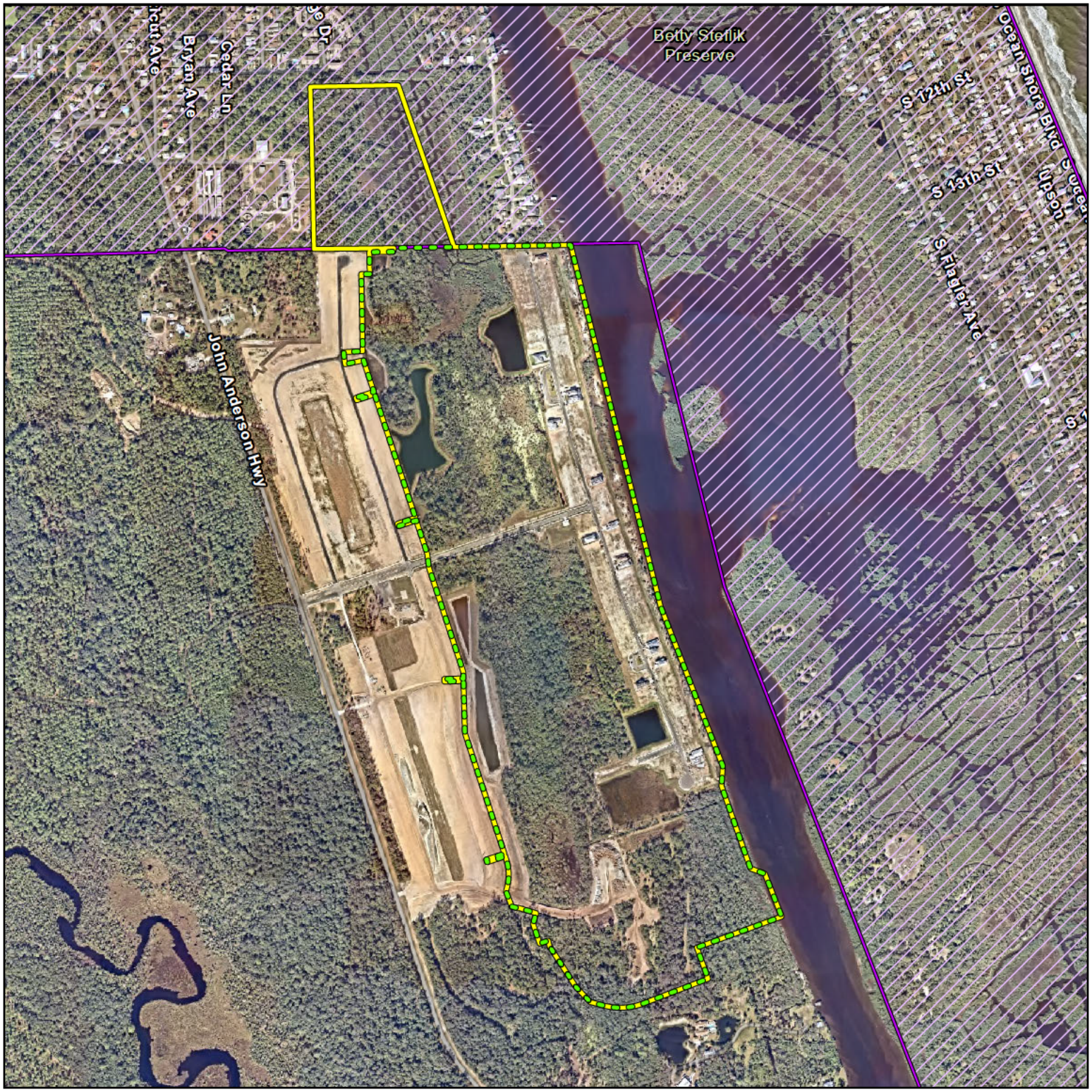
The proposed development is consistent with the Public Facilities Element and the Comprehensive Plan.

Staff Recommendation

Based on the data, analysis and findings, staff recommends that the Planning and Architectural Review Board (PARB) find the Large-Scale Future Land Use Amendment (FLUM) map and Text Amendment consistent with the Comprehensive Plan, and SB 180, and recommend to the City Commission to approve the Future Land Use Map amendment from unincorporated land use designations to the City of Flagler Beach land use designations of Low Density Residential and General Commercial; and approve the limiting site specific policy text amendment.

Exhibits –Maps

1. Aerial Map
2. Soils Map
3. Topographic Map
4. Gopher Tortoise Burrow Location Map
5. Habitat Map
6. Existing Zoning City of Flagler Beach/ Unincorporated Flagler County
7. Existing FLUM City of Flagler Beach/ Unincorporated Flagler County





Veranda Bay

Aerial

Source: ETM, Flagler County, Esri, Nearmap

- Subject Property
- Annexation Boundary
- City of Flagler Beach City Limits

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Veranda Bay

Soils

Source: ETM, Flagler County, SSURGO, Esri, Nearmap

Subject Property

Annexation Boundary

City of Flagler Beach City Limits

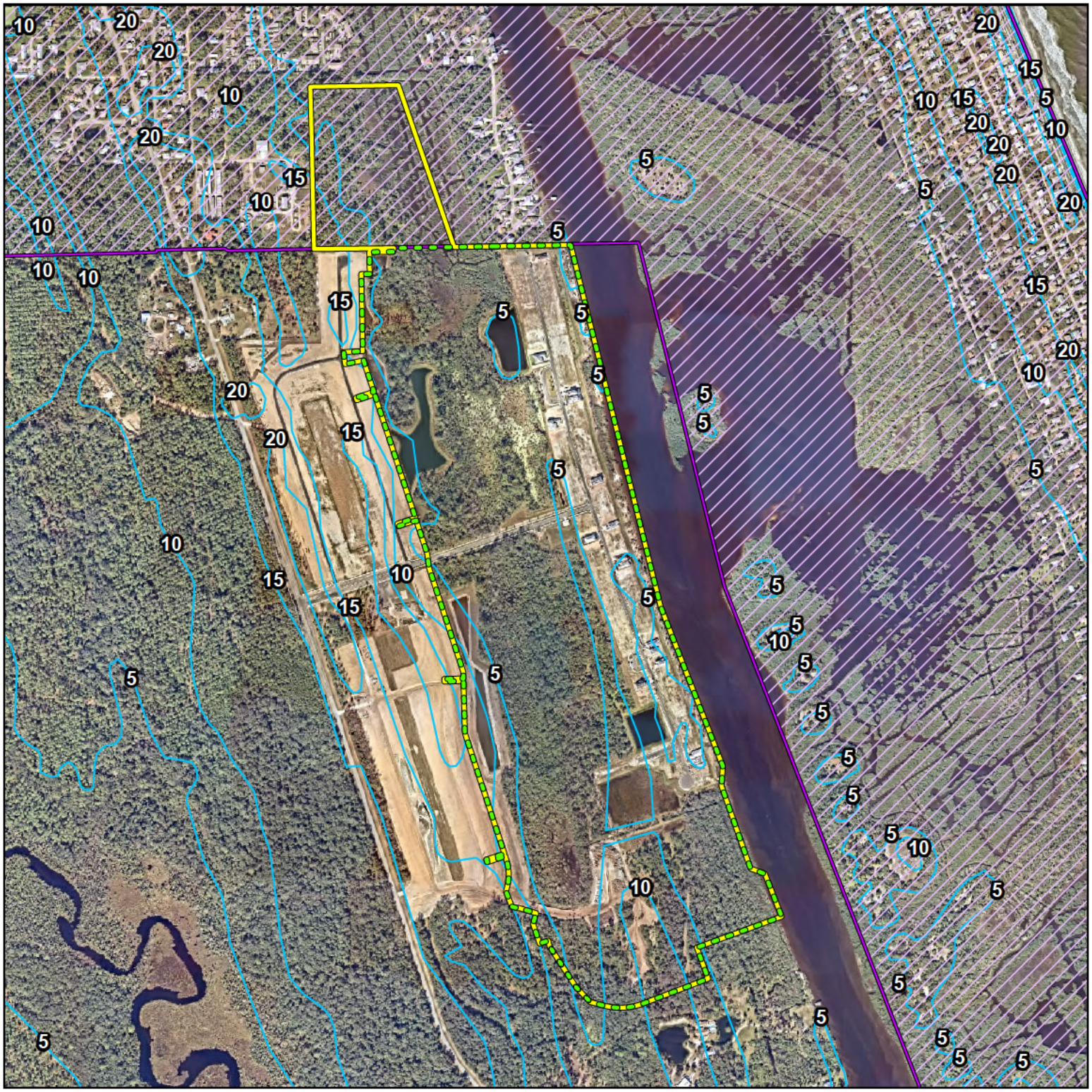
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Veranda Bay

Topography

Source: ETM, Flagler County, USGS, Esri, Nearmap

- Subject Property
- Annexation Boundary
- City of Flagler Beach City Limits
- Flagler County 5ft Contours

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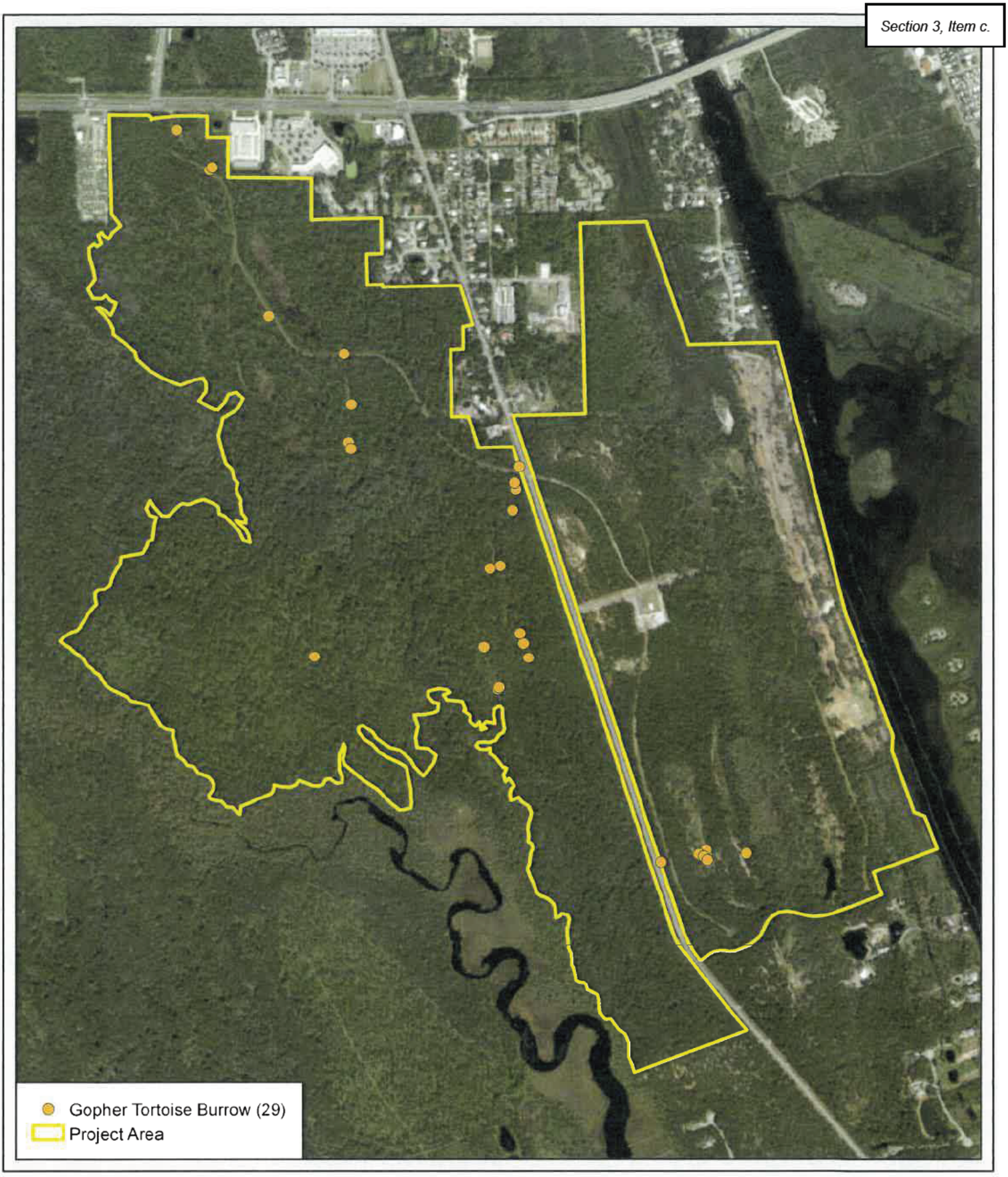


Image Source: ESRI 2022
Date: 5-31-24

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Gopher Tortoise Burrow Location Map
Veranda Bay
Flagler County, Florida

ATLANTIC ECOLOGICAL SERVICES
WWW.ATLANTICECO.COM
904-347-9133 | jody@atlanticec
201 Basque Rd | St. Augustine, FL

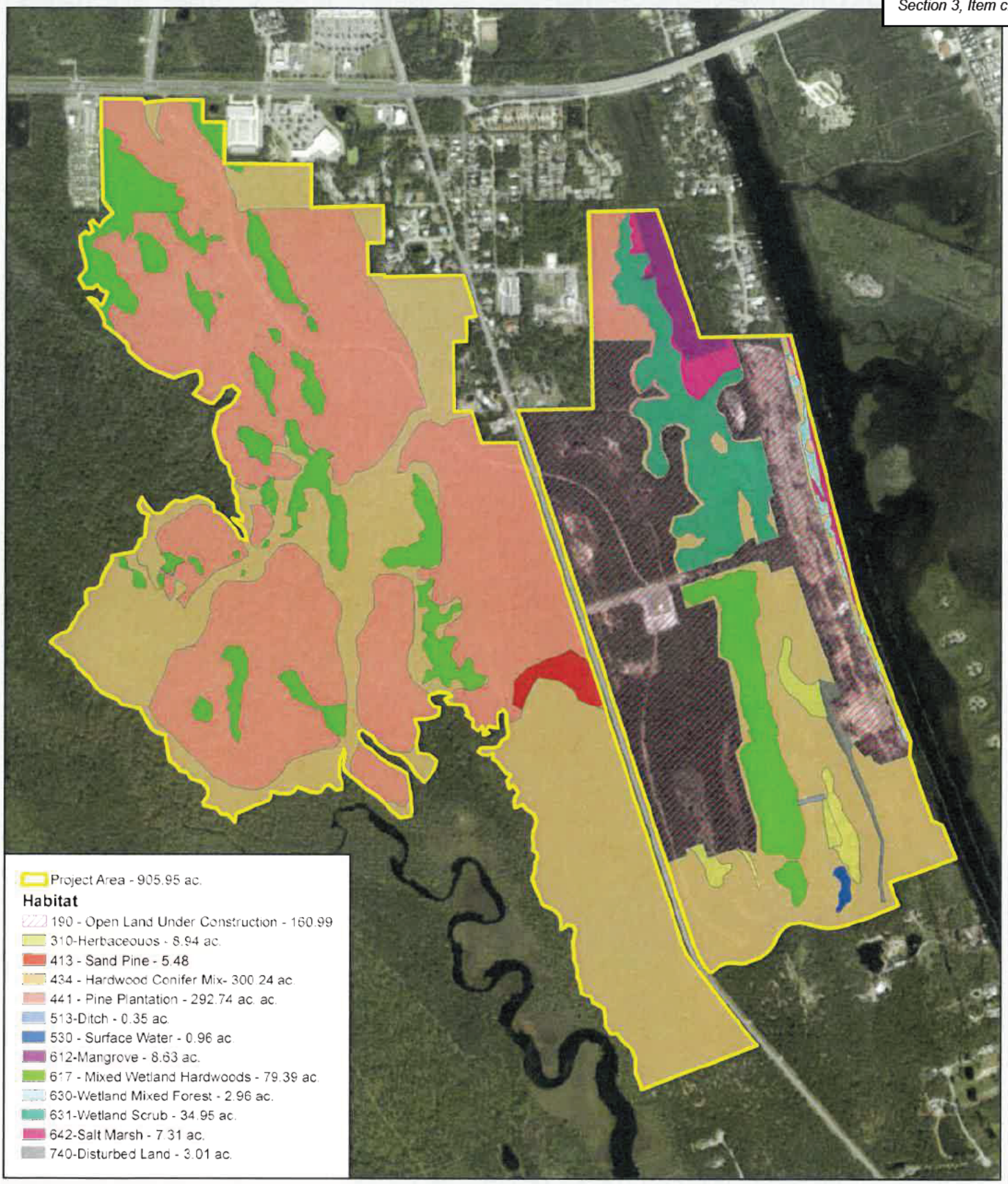


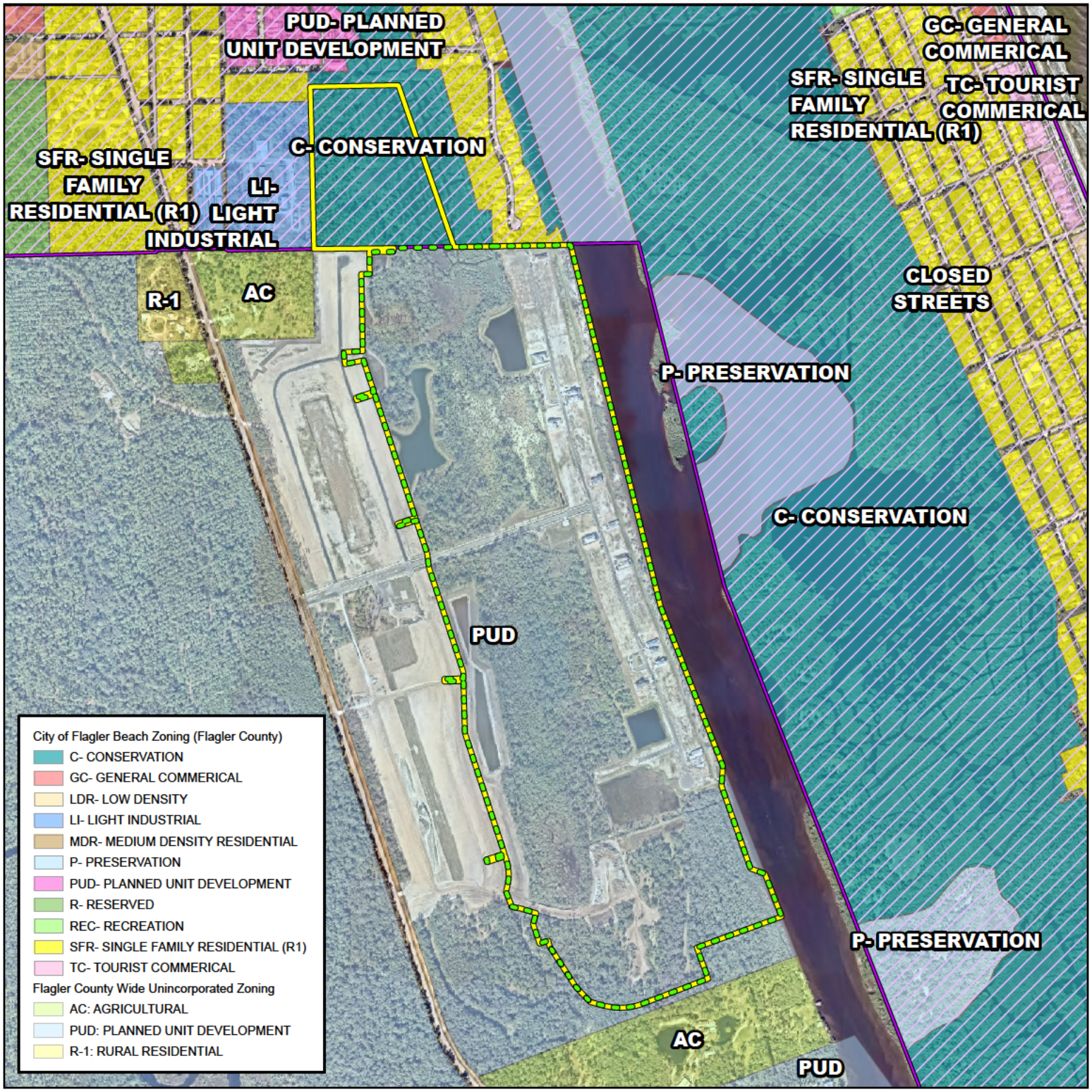
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Habitat Map
Veranda Bay
Flagler County, Florida

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904-347-9133 | jody@atlanticec
201 Basque Rd | St. Augustine, FL





Veranda Bay

Zoning

Source: ETM, Flagler County, Esri, Nearmap

Subject Property

Annexation Boundary

City of Flagler Beach City Limits

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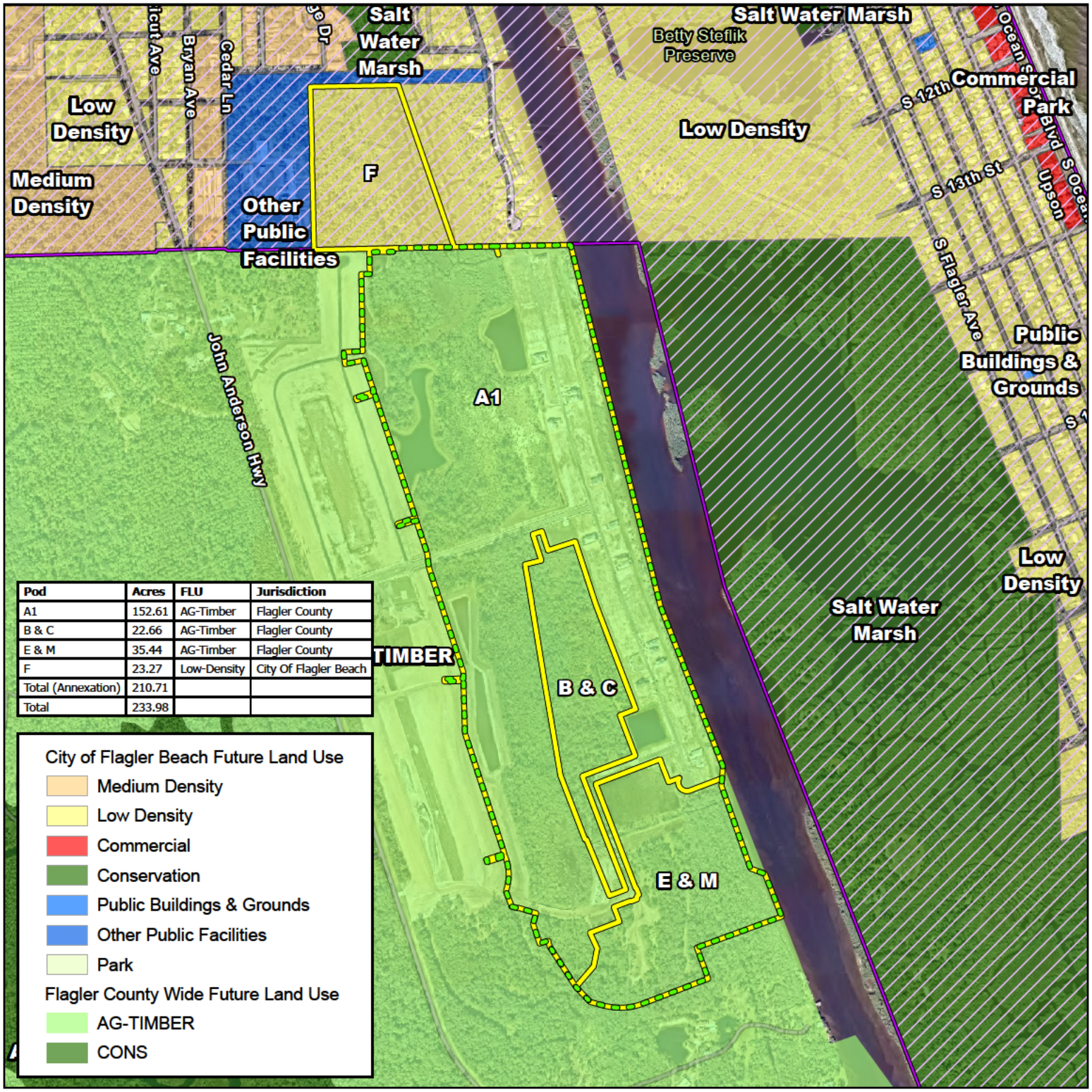
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Pod	Acres	FLU	Jurisdiction
A1	152.61	AG-Timber	Flagler County
B & C	22.66	AG-Timber	Flagler County
E & M	35.44	AG-Timber	Flagler County
F	23.27	Low-Density	City Of Flagler Beach
Total (Annexation)	210.71		
Total	233.98		

City of Flagler Beach Future Land Use
- Medium Density
- Low Density
- Commercial
- Conservation
- Public Buildings & Grounds
- Other Public Facilities
- Park

Flagler County Wide Future Land Use
- AG-TIMBER
- CONS



Veranda Bay

Future Land Use

Source: ETM, Flagler County, Esri, Nearmap

- Project Pods
- Annexation Boundary
- City of Flagler Beach City Limits

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ORDINANCE 2025-23
VERANDA BAY COMPREHENSIVE PLAN AMENDMENT
APPLICATION NO. PFLUMA25-0001

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING THE COMPREHENSIVE PLAN FUTURE LAND USE MAP DESIGNATION FOR APPROXIMATELY 233.92 ACRES OF CERTAIN REAL PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Flagler Beach enacted Ordinance 2018-11, adopting the 2035 Comprehensive Plan which includes the City of Flagler Beach Future Land Use Map (FLUM), which Plan and FLUM have been amended from time-to-time; and

WHEREAS, Section 163.3161 et seq., Florida Statutes established the Community Planning Act; and

WHEREAS, Section 163.3184, Florida Statutes, establishes a process for adoption of comprehensive plans or plan amendments amending the future land use designation of property; and

WHEREAS, the City of Flagler Beach is desirous of amending the future land use designation of property located within the City from Agriculture, Conservation, and Mixed Use: High-Intensity (Flagler County Designations), and Low and Medium Density (City of Flagler Beach Designations) to Low Density Residential and Commercial (City of Flagler Beach Designations); and

WHEREAS, the Developer has offered a limiting policy to accompany the map amendment voluntarily limiting certain development entitlements as set forth herein; and

WHEREAS, the City of Flagler Beach Planning and Architectural Review Board (PARB) acting as the City's Local Planning Agency, considered the proposed map amendments at public hearing on October 7, 2025, and voted to recommend APPROVAL of the proposed Comprehensive Plan Amendment; and

WHEREAS, on October 9, 2025, and November 13, 2025, the City of Flagler Beach City Commission held public hearings on this Comprehensive Plan amendment after due public notice and upon thorough and complete consideration and deliberation, adopted the proposed Comprehensive Plan amendment; and

WHEREAS, the Comprehensive Plan amendment adopted by this Ordinance complies with the requirements of the Community Planning Act, the State Comprehensive Plan as set forth in Chapter 187, Florida Statutes, as well as other applicable law, and is consistent with the goals, objectives, and policies and the overall land use plan of the City's Comprehensive Plan; and

WHEREAS, the City Commission of the City of Flagler Beach hereby reaffirms its commitment to the goal of enacting and implementing sound growth management practices within the City; and

WHEREAS, the City Commission of the City of Flagler Beach finds that this Ordinance is in the best interest of the health, safety, and welfare of the citizens of Flagler Beach.

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE CITY COMMISSION OF FLAGLER BEACH, FLORIDA, THAT THE FUTURE LAND USE MAP IS AMENDED AS FOLLOWS:

SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS. The above recitals (whereas clauses) are hereby adopted as the legislative and administrative findings of the City Commission of the City of Flagler Beach.

SECTION 2. COMPREHENSIVE PLAN AND FUTURE LAND USE MAP AMENDED. The Future Land Use Map designation for the approximately 233.92 acre subject area generally located along the east and west of John Anderson Highway, and directly south of State Road 100 as legally described in Exhibit "A" and depicted in Exhibit "B", attached hereto, is amended from Agriculture, Conservation, and Mixed Use: High-Intensity (Flagler County Designations), and Low and Medium Density (City of Flagler Beach Designations) to Low Density Residential and Commercial (City of Flagler Beach Designations) with a Text Policy Amendment to limit development as described in Exhibit "C".

SECTION 3. CONFLICTS. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. NON-CODIFICATION. As this amendment only changes the Future Land Use Map, it is not necessary to codify this Ordinance.

SECTION 5. SEVERABILITY. If any section, subsection, sentence, clause, phrase pr provision of this Ordinance is held to be unconstitutional or otherwise invalid by a court of

competent jurisdiction, such unconstitutionality or invalidity shall not be construed as to render unconstitutional or invalid the remaining provisions of the Ordinance.

SECTION 6. EFFECTIVE DATE. The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits or land use dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

APPROVED on first reading after due public notice and hearing the 9th day of October 2025.

ADOPTED on second reading after due public notice and public hearing this 13th day of November 2025.

ATTEST:

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

_____
CITY CLERK

_____
Patti King, Mayor

APPROVED AS TO FORM AND LEGALITY:

_____
DREW SMITH, CITY ATTORNEY

EXHIBIT "A"

PART OF PHASE 1-A AND 2-A VERANDA BAY AND PART OF SECTION 38 , TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA,

A PART OF VERANDA BAY PHASE 1A AS RECORDED IN PLAT BOOK 40, PAGES 59 THROUGH 64 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA TOGETHER WITH A PART OF VERANDA BAY PHASE 2A AS RECORDED IN PLAT BOOK 40, PAGES 65 THROUGH 70 OF SAID PUBLIC RECORDS ALSO TOGETHER WITH A PART OF OF SECTION 38, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE SOUTHWEST CORNER OF TRACT 1A-4 OF SAID VERANDA BAY PHASE 1A; THENCE NORTHERLY ALONG THE WESTERLY LINES OF SAID TRACT 1A-4 THE FOLLOWING TWELVE COURSES: THENCE NORTH 18°15'20" WEST, A DISTANCE OF 260.49 FEET; THENCE SOUTH 71°44'40" WEST, A DISTANCE OF 140.00 FEET; THENCE NORTH 18°15'20" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 71°44'40" EAST, A DISTANCE OF 140.00 FEET; THENCE NORTH 18°15'20" WEST, A DISTANCE 960.00 FEET; THENCE SOUTH 71°44'40" WEST, A DISTANCE OF 140.00 FEET; THENCE NORTH 18°15'20" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 71°44'40" EAST, A DISTANCE OF 140.00 FEET; THENCE NORTH 18°15'20" WEST, A DISTANCE OF 244.38 FEET; THENCE SOUTH 78°03'28" WEST, A DISTANCE OF 137.96 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO THE EAST AND HAVING A RADIUS OF 475.00 FEET AND A CENTRAL ANGLE OF 10°47'20"; THENCE NORTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 89.44 FEET AND BEING SUBTENDED BY A CHORD BEARING OF NORTH 06°32'52" WEST; AND CHORD DISTANCE OF 89.31 FEET TO A POINT ON SAID CURVE; THENCE NORTH 86°59'44" EAST, A DISTANCE OF 140.07 FEET; THENCE NORTH 01°09'12" WEST, A DISTANCE OF 568.36 FEET; THENCE NORTH 88°50'48" EAST, A DISTANCE OF 63.62 FEET; THENCE NORTH 01°07'10" WEST, A DISTANCE OF 161.55 FEET; THENCE NORTH 88°54'24" EAST, A DISTANCE OF 176.36 FEET; THENCE NORTH 11°52'10" EAST ALONG A WESTERLY LINE OF TRACT 1A-5 OF SAID VERANDA BAY PHASE 1A , A DISTANCE OF 25.29 FEET; THENCE NORTH 13°13'08" EAST CONTINUING ALONG A WESTERLY LINE OF SAID TRACT, A DISTANCE OF 0.37 FEET; TO THE INTERSECTION WITH THE NORTH LINE OF SAID TRACT OF 1A-5; THENCE NORTH 88°54'24" EAST, ALONG SAID NORTHERLY LINE OF TRACT 1A-5 AND CONTINUING ALONG THE NORTHERLY LINE OF SAID VERANDA BAY PHASE 1A, A DISTANCE OF 1304.54 FEET TO THE POINT ON THE WEST RIGHT OF WAY LINE OF FLORIDA INTRACOASTAL WATERWAY AND THE NORTHEAST CORNER OF VERANDA BAY PHASE 1A ; THENCE ALONG SAID WEST RIGHT OF WAY LINE AND THE EASTERLY LINE OF SAID VERANDA BAY PHASE 1A, SOUTH 13°58'25" EAST, A DISTANCE OF 1950.55 FEET TO THE SOUTHEAST CORNER OF SAID VERANDA BAY PHASE 1A AND ALSO TO THE NORTHEAST CORNER OF SAID VERANDA BAY PHASE 2A; THENCE CONTINUE SOUTH 13°58'25" EAST ALONG SAID RIGHT OF WAY LINE AND ALONG THE EASTERLY LINE OF SAID VERANDA BAY PHASE 2A, A DISTANCE OF 799.39 FEET, THENCE SOUTH 21°17'55" EAST, CONTINUING ALONG SAID RIGHT OF WAY LINE AND EASTERLY LINE, A DISTANCE OF 1265.37 FEET; THENCE SOUTH 03°54'39" WEST ALONG SAID EASTERLY LINE, A DISTANCE OF 90.51 FEET TO THE SOUTHEAST CORNER OF SAID VERANDA BAY PHASE 2A; THENCE CONTINUE SOUTH 03°54'39" WEST, ALONG A WESTERLY LINE OF THE HISTORIC CHANNEL OF HAW LOVERS CREEK, A DISTANCE OF 57.72 FEET; THENCE SOUTH 19°27'17" EAST, A DISTANCE OF 644.30 FEET; THENCE SOUTH 68°58'11" EAST, A DISTANCE OF 113.95 FEET TO A POINT ON SAID INTRACOASTAL RIGHT OF WAY, THENCE SOUTH 21°17'55" EAST, A DISTANCE OF 338.95 FEET TO THE NORTHERLY LINE OF TRACT "PL-3" OF GARDENS AT HAMMOCK BEACH AS RECORDED IN PLAT BOOK 35, PAGES 80 THROUGH ; THENCE WESTERLY ALONG SAID NORTHERLY LINE THE FOLLOWING FIVE COURSES: SOUTH 69°58'00" WEST, A DISTANCE OF 666.02 FEET; THENCE SOUTH 20°00'08" WEST, A DISTANCE OF 243.62 FEET; THENCE SOUTH 69°00'06" WEST, A DISTANCE OF 512.95 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 475.00 FEET AND AN ARC

DISTANCE OF 298.48 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH 86°59'57" WEST AND A CHORD DISTANCE OF 293.59 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 75°04'31" WEST, A DISTANCE OF 102.42 FEET; THENCE NORTH 43°30'12" WEST, DEPARTING FROM SAID NORTHERLY LINE, A DISTANCE OF 153.12 FEET TO A POINT ON THE MOST SOUTH POINT OF SAID VERANDA BAY PHASE 2A; THENCE NORTHERLY ALONG THE WEST LINES OF SAID VERANDA BAY PHASE 2A THE FOLLOWING NINE COURSES: THENCE NORTH 32°58'38" WEST, A DISTANCE OF 357.54; THENCE NORTH 12°24'49" WEST, A DISTANCE OF 43.38 FEET; THENCE SOUTH 71°49'46" WEST, A DISTANCE OF 68.04 FEET; THENCE NORTH 18°10'14" WEST, A DISTANCE OF 152.62 FEET; THENCE NORTH 16°36'36" EAST, A DISTANCE OF 82.23 FEET; THENCE NORTH 73°23'24" WEST, A DISTANCE OF 139.49 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 11°32'10"; THENCE SOUTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 5.03 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH 22°22'42" WEST AND A CHORD DISTANCE OF 5.03 FEET TO A POINT ON SAID CURVE; THENCE NORTH 73°23'24" WEST, A DISTANCE OF 50.00 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO THE WEST AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 11°32'13"; THENCE NORTHERLY ALONG SAID CURVE AN ARC DISTANCE OF 5.03 AND SUBTENDED BY A CHORD BEARING OF NORTH 10°50'29" EAST AND A CHORD DISTANCE OF 5.03 FEET TO A POINT ON SAID CURVE; THENCE NORTH 21°20'50" WEST, DEPARTING FROM SAID WESTERLY LINE, A DISTANCE OF 114.14 FEET TO THE SOUTHWEST CORNER OF TRACT 2A-11 OF SAID VERANDA BAY PHASE 2A; THENCE NORTHERLY ALONG THE WESTERLY LINES OF SAID TRACT 2A-11 AND ALSO THE WESTERLY LINES OF SAID VERANDA BAY PHASE 2A THE FOLLOWING THIRTEEN COURSES: THENCE NORTH 16°36'36" EAST, A DISTANCE OF 18.72 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 365.00 FEET AND A CENTRAL ANGLE OF 34°46'50"; THENCE NORTHERLY ALONG SAID CURVE AN ARC DISTANCE OF 221.57 FEET AND SUBTENDED BY A CHORD BEARING OF NORTH 00°46'49" WEST AND A CHORD DISTANCE OF 218.18 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 18°10'14" WEST, A DISTANCE OF 24.44 FEET; THENCE SOUTH 71°49'46" WEST, A DISTANCE OF 140.00 FEET; THENCE NORTH 18°10'14" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 71°49'46" EAST, A DISTANCE OF 140.00 FEET; THENCE NORTH 18°10'14" WEST, A DISTANCE OF 935.73 FEET; THENCE NORTH 01°32'26" WEST, A DISTANCE OF 384.95 FEET; THENCE SOUTH 88°27'34" WEST, A DISTANCE OF 140.00 FEET; THENCE NORTH 01°32'26" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 88°27'34" EAST, A DISTANCE OF 140.00 FEET; THENCE NORTH 01°32'26" WEST, A DISTANCE OF 49.29 FEET; THENCE NORTH 18°10'14" WEST, A DISTANCE OF 809.39 FEET TO THE NORTHWEST CORNER OF SAID TRACT 2A-11; THENCE NORTH 06°57'26" WEST, A DISTANCE OF 101.95 FEET TO THE POINT OF BEGINNING. CONTAINING 210.7 ACRES, MORE OR LESS.

TOGETHER WITH

A PARCEL OF LAND IN SECTION 12, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

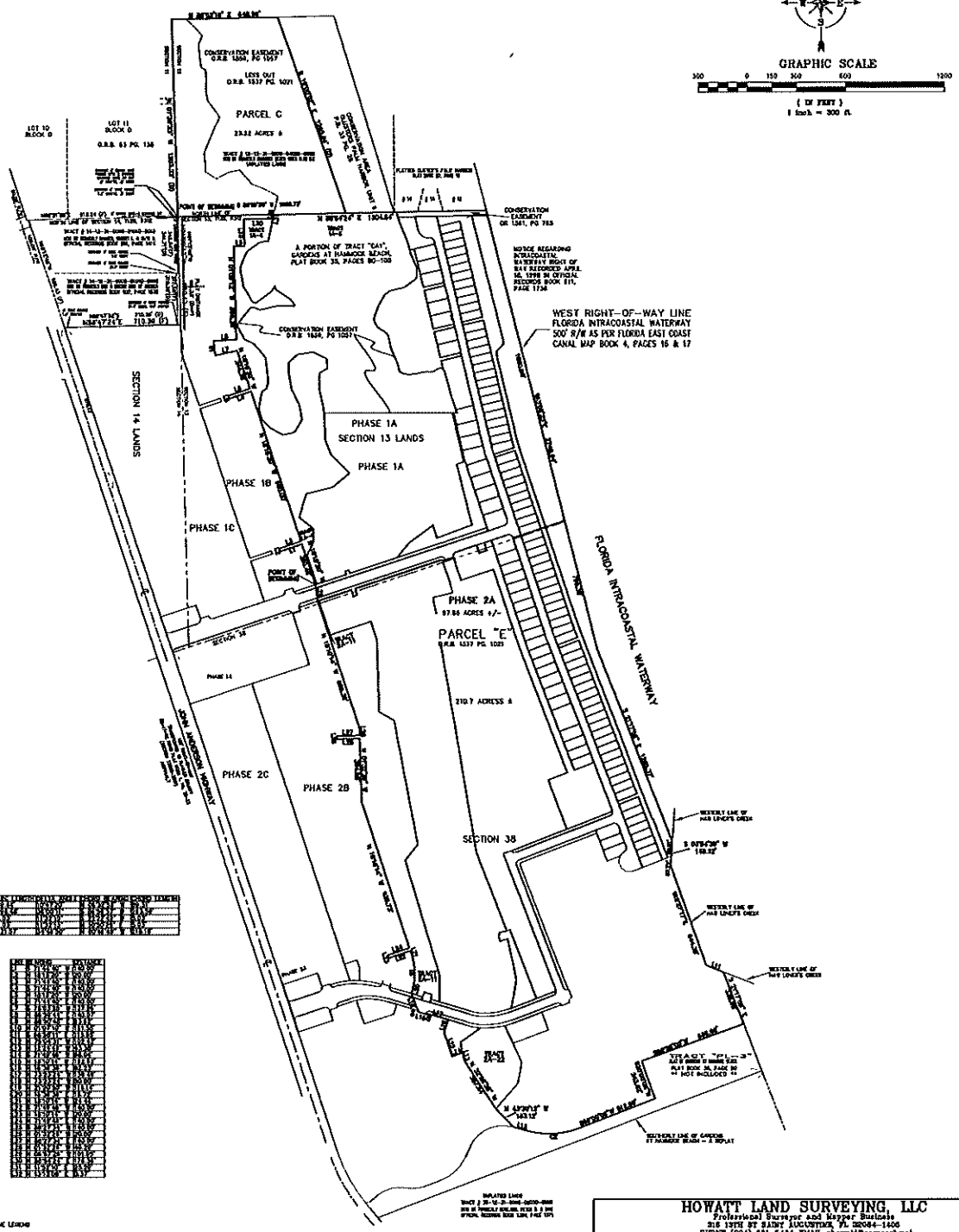
BEGIN AT THE SOUTHWEST CORNER OF SAID GOVERNMENT SECTION 12, THENCE DEPARTING SAID SOUTHERLY LINE NORTH 01°30'23" WEST A DISTANCE OF 1203.23 FEET ALONG THE WESTERLY LINE OF SAID SECTION 12; THENCE NORTH 88°52'15" EAST, A DISTANCE OF 649.96 FEET; THENCE SOUTH 19°00'52" EAST, A DISTANCE OF 1,265.64 FEET; THENCE SOUTH 88°56'30" WEST, ALONG SAID SECTION LINE, A DISTANCE OF 1,030.73 FEET TO THE POINT OF BEGINNING. CONTAINING 23.22 ACRES, MORE OR LESS.

"Exhibit B"

MAP SHOWING SKETCH OF LEGAL

PART OF PHASE 1-A AND 2-A VERANDA BAY AND PART OF SECTION 38, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA,
A PART OF VERANDA BAY PHASE 1A AS RECORDED IN PLAT BOOK 60, PAGES 59 THROUGH 63 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA TOGETHER WITH A PART OF VERANDA BAY PHASE 2A AS RECORDED IN PLAT BOOK 60, PAGES 64 THROUGH 70 OF SAID PUBLIC RECORDS ALSO TOGETHER WITH A PART OF SECTION 38, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE SOUTHWEST CORNER OF TRACT 1A-1 OF SAID VERANDA BAY PHASE 1A; THENCE NORTHERLY ALONG THE WESTERLY LINES OF SAID TRACT 1A-1 THE FOLLOWING TWELVE COURSES: THENCE NORTH 18°15'00" WEST, A DISTANCE OF 268.48 FEET; THENCE SOUTH 71°44'60" WEST, A DISTANCE OF 160.00 FEET; THENCE NORTH 18°15'00" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 71°44'60" EAST, A DISTANCE OF 110.00 FEET; THENCE NORTH 18°15'00" WEST, A DISTANCE OF 964.00 FEET; THENCE SOUTH 71°44'60" WEST, A DISTANCE OF 140.00 FEET; THENCE NORTH 18°15'00" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 71°44'60" EAST, A DISTANCE OF 160.00 FEET; THENCE NORTH 18°15'00" WEST, A DISTANCE OF 344.38 FEET; THENCE SOUTH 71°01'38" WEST, A DISTANCE OF 137.86 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO THE EAST AND HAVING A RADIUS OF 175.00 FEET AND CENTRAL ANGLE OF 10°17'21"; THENCE NORTHERLY ALONG SAID CURVE AN ARC DISTANCE OF 31.41 FEET AND BEING SUBTENDED BY A CHORD BEARING OF NORTH 06°31'41" WEST, AND CHORD DISTANCE OF 31.37 FEET TO A POINT ON SAID CURVE; THENCE NORTH 86°34'41" EAST, A DISTANCE OF 140.07 FEET; THENCE NORTH 01°09'17" WEST, A DISTANCE OF 898.38 FEET; THENCE NORTH 88°50'48" EAST, A DISTANCE OF 83.82 FEET; THENCE NORTH 01°09'12" WEST, A DISTANCE OF 197.65 FEET; THENCE NORTH 88°54'34" EAST, A DISTANCE OF 119.31 FEET; THENCE NORTH 15°31'19" EAST ALONG A WESTERLY LINE OF TRACT 1A-3 OF SAID VERANDA BAY PHASE 1A, A DISTANCE OF 35.99 FEET; THENCE NORTH 15°17'09" EAST CONTINUING ALONG A WESTERLY LINE OF SAID TRACT, A DISTANCE OF 0.37 FEET, TO THE INTERSECTION WITH THE NORTH LINE OF SAID TRACT OF 1A-3; THENCE NORTH 88°34'21" EAST, ALONG SAID NORTHERLY LINE OF TRACT 1A-3 AND CONTINUING ALONG THE NORTHERLY LINE OF SAID VERANDA BAY PHASE 1A, A DISTANCE OF 1,004.34 FEET TO THE POINT ON THE WEST RIGHT OF WAY LINE OF FLORIDA INTRACOASTAL WATERWAY AND THE NORTHEAST CORNER OF VERANDA BAY PHASE 1A-1; THENCE ALONG SAID WEST RIGHT OF WAY LINE AND THE EASTERLY LINE OF SAID VERANDA BAY PHASE 1A, SOUTH 12°39'53" EAST, A DISTANCE OF 1,892.53 FEET TO THE NORTHEAST CORNER OF SAID VERANDA BAY PHASE 1A AND ALSO TO THE NORTHEAST CORNER OF SAID VERANDA BAY PHASE 2A; THENCE CONTINUE SOUTH 12°48'13" EAST ALONG SAID RIGHT OF BAY LINE AND ALONG THE EASTERLY LINE OF SAID VERANDA BAY PHASE 2A, A DISTANCE OF 739.38 FEET; THENCE SOUTH 21°17'51" EAST CONTINUING ALONG SAID RIGHT OF WAY LINE AND EASTERLY LINE, A DISTANCE OF 1,284.27 FEET; THENCE SOUTH 03°34'39" WEST ALONG SAID EASTERLY LINE, A DISTANCE OF 99.91 FEET TO THE SOUTH-EAST CORNER OF SAID VERANDA BAY PHASE 2A; THENCE CONTINUE SOUTH 03°34'39" WEST, ALONG A WESTERLY LINE OF THE HISTORIC CHANNEL OF HAW LOWERS CREEK, A DISTANCE OF 1,771 FEET; THENCE SOUTH 19°27'17" EAST, A DISTANCE OF 614.50 FEET; THENCE SOUTH 88°59'11" EAST, A DISTANCE OF 114.96 FEET TO A POINT ON SAID INTRACOASTAL RIGHT OF WAY; THENCE SOUTH 21°17'51" EAST, A DISTANCE OF 2,085.85 FEET TO THE NORTHERLY LINE OF BLOCK PC-7 OF GARDENS AT HAMMOCK BEACH AS RECORDED IN PLAT BOOK 35, PAGES 80 THROUGH 100; THENCE WESTERLY ALONG SAID NORTHERLY LINE THE FOLLOWING FIVE COURSES: SOUTH 84°58'05" WEST, A DISTANCE OF 894.02 FEET; THENCE SOUTH 79°20'00" WEST, A DISTANCE OF 215.13 FEET; THENCE SOUTH 74°00'00" WEST, A DISTANCE OF 213.59 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 1,735.00 FEET AND AN ARC DISTANCE OF 258.98 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH 88°34'37" WEST AND A CHORD DISTANCE OF 258.98 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 79°50'51" WEST, A DISTANCE OF 100.12 FEET, DEPARTING FROM SAID NORTHERLY LINE, A DISTANCE OF 1,351.9 FEET TO A POINT ON THE WEST SOUTH POINT OF SAID VERANDA BAY PHASE 2A; THENCE NORTHERLY ALONG THE WEST LINES OF SAID VERANDA BAY PHASE 2A THE FOLLOWING NINE COURSES: THENCE NORTH 10°34'38" WEST, A DISTANCE OF 347.54; THENCE NORTH 11°24'49" WEST, A DISTANCE OF 515.6 FEET; THENCE SOUTH 77°49'58" WEST, A DISTANCE OF 66.04 FEET; THENCE NORTH 18°10'11" WEST, A DISTANCE OF 183.62 FEET; THENCE NORTH 13°34'36" EAST, A DISTANCE OF 88.83 FEET; THENCE NORTH 7°33'24" WEST, A DISTANCE OF 1,249.62 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 1,735.00 FEET AND A CENTRAL ANGLE OF 11°33'10"; THENCE SOUTHERLY ALONG SAID CURVE AN ARC DISTANCE OF 3.53 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH 23°22'12" WEST AND A CHORD DISTANCE OF 3.03 FEET TO A POINT ON SAID CURVE; THENCE NORTH 7°33'24" WEST, A DISTANCE OF 50.00 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO THE EAST AND HAVING A RADIUS OF 1,785.00 FEET AND A CENTRAL ANGLE OF 10°37'51"; THENCE NORTHERLY ALONG SAID CURVE AN ARC DISTANCE OF 331.13 AND SUBTENDED BY A CHORD BEARING OF NORTH 10°50'22" EAST AND A CHORD DISTANCE OF 330.67 FEET TO A POINT ON SAID CURVE; THENCE NORTH 21°30'50" WEST, DEPARTING FROM SAID NORTHERLY LINE, A DISTANCE OF 114.11 FEET TO THE SOUTHWEST CORNER OF TRACT 2A-11 OF SAID VERANDA BAY PHASE 2A; THENCE NORTHERLY ALONG THE WESTERLY LINES OF SAID TRACT 2A-11 AND ALSO THE WESTERLY LINES OF SAID VERANDA BAY PHASE 2A THE FOLLOWING THIRTEEN COURSES: THENCE NORTH 18°34'24" EAST, A DISTANCE OF 187.2 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 368.00 FEET AND A CENTRAL ANGLE OF 24°48'50"; THENCE NORTHERLY ALONG SAID CURVE AN ARC DISTANCE OF 221.31 FEET AND SUBTENDED BY A CHORD BEARING OF NORTH 06°44'59" WEST AND A CHORD DISTANCE OF 219.18 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 10°19'01" WEST, A DISTANCE OF 84.44 FEET; THENCE SOUTH 71°41'48" WEST, A DISTANCE OF 140.00 FEET; THENCE NORTH 18°01'01" WEST, A DISTANCE OF 30.00 FEET; THENCE NORTH 71°41'48" EAST, A DISTANCE OF 140.00 FEET; THENCE NORTH 10°19'01" WEST, A DISTANCE OF 84.44 FEET TO THE POINT OF TANGENCY OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 368.00 FEET AND A CENTRAL ANGLE OF 24°48'50"; THENCE NORTHERLY ALONG SAID CURVE AN ARC DISTANCE OF 221.31 FEET AND SUBTENDED BY A CHORD BEARING OF NORTH 06°44'59" WEST AND A CHORD DISTANCE OF 219.18 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 18°34'24" EAST, A DISTANCE OF 187.2 FEET; THENCE NORTH 71°25'36" WEST, A DISTANCE OF 140.00 FEET; THENCE NORTH 18°34'24" EAST, A DISTANCE OF 30.00 FEET; THENCE SOUTH 71°25'36" EAST, A DISTANCE OF 140.00 FEET; THENCE NORTH 01°34'24" EAST, A DISTANCE OF 140.00 FEET; THENCE NORTH 01°34'24" WEST, A DISTANCE OF 48.29 FEET; THENCE NORTH 18°10'11" WEST, A DISTANCE OF 309.38 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 2A-11; THENCE NORTH 08°37'39" WEST, A DISTANCE OF 109.84 FEET TO THE POINT OF BEGINNING. CONTAINING 210.7 ACRES, MORE OR LESS.

TOGETHER WITH
A PARCEL OF LAND IN SECTION 12, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGIN AT THE SOUTHWEST CORNER OF SAID GOVERNMENT SECTION 12; THENCE DEPARTING SAID SOUTHERLY LINE NORTH 01°09'17" WEST A DISTANCE OF 1,853.33 FEET ALONG THE WESTERLY LINE OF SAID SECTION 12; THENCE NORTH 88°50'43" EAST, A DISTANCE OF 618.84 FEET; THENCE SOUTH 19°09'17" EAST, A DISTANCE OF 1,765.84 FEET; THENCE SOUTH 88°50'30" WEST, ALONG SAID SECTION LINE, A DISTANCE OF 1,033.73 FEET TO THE POINT OF BEGINNING. CONTAINS 23.02 ACRES, MORE OR LESS.



LINE TABLE		
L1	N 71°44'60" E	160.00'
L2	S 18°15'00" E	20.00'
L3	S 71°44'60" W	160.00'
L4	S 18°15'00" E	964.00'
L5	N 71°44'60" E	140.00'
L6	S 18°15'00" E	344.38'
L7	S 71°01'38" W	137.86'
L8	N 86°34'41" E	140.07'
L9	N 01°09'17" W	898.38'
L10	N 88°50'48" E	83.82'
L11	N 01°09'12" W	197.65'
L12	N 88°54'34" E	119.31'
L13	N 15°31'19" E	35.99'
L14	N 15°17'09" E	0.37'
L15	N 88°34'21" E	1,004.34'
L16	S 12°39'53" E	1,892.53'
L17	S 12°48'13" E	739.38'
L18	S 21°17'51" E	1,284.27'
L19	S 03°34'39" W	99.91'
L20	S 19°27'17" E	614.50'
L21	S 88°59'11" E	114.96'
L22	S 21°17'51" E	2,085.85'
L23	S 84°58'05" W	894.02'
L24	S 79°20'00" W	215.13'
L25	S 74°00'00" W	213.59'
L26	S 79°50'51" W	100.12'
L27	N 10°34'38" W	347.54'
L28	N 11°24'49" W	515.6'
L29	S 77°49'58" W	66.04'
L30	N 18°10'11" W	183.62'
L31	N 13°34'36" E	88.83'
L32	N 07°33'24" W	1,249.62'
L33	S 23°22'12" W	3.03'
L34	N 07°33'24" W	50.00'
L35	N 10°50'22" E	330.67'
L36	N 21°30'50" W	114.11'
L37	N 18°34'24" E	187.2'
L38	N 10°19'01" W	84.44'
L39	S 71°41'48" W	140.00'
L40	N 18°01'01" W	30.00'
L41	N 71°41'48" E	140.00'
L42	N 01°34'24" E	140.00'
L43	N 01°34'24" W	48.29'
L44	N 18°10'11" W	309.38'
L45	N 08°37'39" W	109.84'

CURVE TABLE				
C1	31.41'	175.00'	10°17'21"	N 06°31'41" W 31.37'
C2	258.98'	1,735.00'	8°33'00"	S 88°34'37" W 258.98'
C3	3.53'	175.00'	1°09'17"	S 23°22'12" W 3.53'
C4	331.13'	1,785.00'	10°37'51"	N 10°50'22" E 330.67'
C5	221.31'	368.00'	34°48'50"	N 06°44'59" W 219.18'

LINE LEGEND
- = BOUNDARY LINE
- = SECTION LINE
- = RUNNELL DEVELOPMENT LOT LINE
- = ROADWAY CENTERLINE LINE
- = TRACT LINES
- = EASEMENT LINE
- = FLOOD ZONE LINE

HOWATT LAND SURVEYING, LLC
Professional Surveyor and Mapper Business
218 19TH ST SAINT AUGUSTINE, FL 32084-1405
PHONE (904) 851-5464 EMAIL ghowatt@comcast.net

I HEREBY CERTIFY THAT THE SKETCH OF LEGAL SHOWN HEREON WAS PREPARED UNDER MY RESPONSIBLE DIRECTION, MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYORS IN ACCORDANCE WITH CHAPTER 5J-17, FLA. ADMINISTRATIVE CODE (PURSUANT TO SECTION 472.027, FLORIDA STATUTES).

SURVEYED MAY 27, 2025

G. A. HOWATT, REGISTERED LAND SURVEYOR (L.S. NO. 4716)
NOTHING FOLLOWS UNLESS SEALED

BEARING DATUM BASED ON EAST RIGHT OF WAY OF JOHN ANDERSON N18°15'00"W PER DEED

FIELD BOOK NO.: DATA PAGES: COLLECTED LEGAL: IN FILE

COMPUTER FILE NAME: 040118B THE GARDENS.DWG SCALE: 1" = 300' FILE NO.: 040118

EXHIBIT C

Veranda Bay ("Property") Comprehensive Plan Text Amendment

Policy A.1.1.3.H – Development of the Property shall be limited to a maximum of 377 residential units, a maximum of 16,200 square feet of nonresidential uses and a maximum of 150 marina berths ("Development Plan"). Land uses permitted within the Low Density Residential and Commercial Future Land Use designation shall be allowed as permitted in the City Comprehensive Plan and Land Development Regulations (July 2025). Changes to the Development Plan may be permitted providing the net new external trips (PM peak hour) do not increase as certified by the Developer's traffic engineer.

Serial Number
25-00351F

Observer
You. Your Neighbors. Your Neighborhood.
PalmCoastObserver.com

Palm Coast Observer
Published Weekly
Palm Coast, Flagler County, Florida

COUNTY OF FLAGLER

STATE OF FLORIDA

Before the undersigned authority personally appeared Nancy Kay Raymond who on oath says that he/she is Publisher's Representative of the Palm Coast Observer a weekly newspaper published at Palm Coast, Flagler County, Florida; that the attached copy of advertisement,

being a Public Notice

in the matter of Ordinance No 2025-23, 2025-24

in the Court, was published in said newspaper by print in the

issues of 9/25/2025

Affiant further says that the Palm Coast Observer complies with all legal requirements for publication in chapter 50, Florida Statutes.

*This Notice was placed on the newspaper's website and floridapublicnotices.com on the same day the notice appeared in the newspaper.

N. Kay Raymond

Nancy Kay Raymond

Sworn to and subscribed, and personally appeared by physical presence before me,

25th day of September, 2025 A.D.

by Nancy Kay Raymond who is personally known to me.

Sara Hubert

Notary Public, State of Florida
(SEAL)

SARA HUBERT
NOTARY
My Comm. Expires
Sept. 7, 2026
HH 309909
PUBLIC
STATE OF FLORIDA

CITY OF FLAGLER BEACH NOTICE OF PUBLIC HEARING

The City Commission proposes to adopt Ordinance No. 2025-24 Entitled:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING THE OFFICIAL ZONING MAP DESIGNATION FOR APPROXIMATELY 234 ACRES OF CERTAIN REAL PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

The City Commission proposes to adopt Ordinance No. 2025-23 Entitled:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING THE COMPREHENSIVE PLAN FUTURE LAND USE MAP DESIGNATION FOR APPROXIMATELY 233.92 ACRES OF CERTAIN REAL PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Applications have been submitted to rezone this property from Planned Unit Development (PUD), Reserved (R), and Single Family Residential (R1) Zoning Districts to the Master Planned Development (MPD) Zoning District, and to amend the Future Land Use Map designation of the property from Agriculture, Conservation, and Mixed Use: High Intensity to Low Density Residential and Commercial. All lands are located as depicted in the Location Map provided below.

PUBLIC HEARINGS ARE SCHEDULED TO BE HELD AT CITY HALL, 105 S. 2ND STREET, FLAGLER BEACH, FLORIDA AS FOLLOWS:

PLANNING AND ARCHITECTURAL REVIEW BOARD TUESDAY, OCTOBER 7, 2025 AT 5:30 P.M.

1ST READING CITY COMMISSION THURSDAY, OCTOBER 9, 2025 AT 5:30 P.M. OR AS SOON THEREAFTER AS POSSIBLE.

2ND READING CITY COMMISSION THURSDAY, NOVEMBER 13, 2025 AT 5:30 P.M. OR AS SOON THEREAFTER AS POSSIBLE.

ALL INTERESTED PARTIES ARE INVITED TO ATTEND.

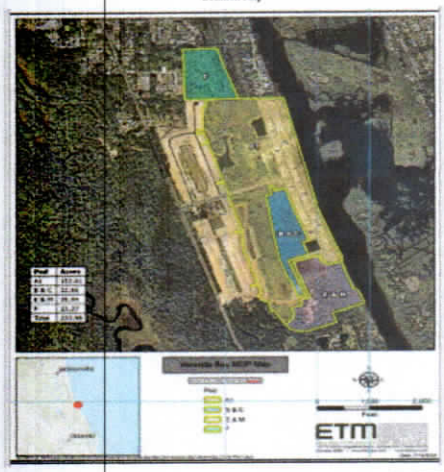
PLEASE DIRECT ANY QUESTIONS TO THE CITY OF FLAGLER BEACH AT (386-517-2000) EXT. 231

The public hearings may be continued to a future date or dates. The times and dates of any continuances of a public hearing shall be announced during the public hearing without any further published notice. The request will be heard at 5:30 PM, or as soon thereafter as possible, in the City Commission chambers located at 105 South Second Street, Flagler Beach, Florida.

If a person decides to appeal any decision made with respect to any matter considered at the above referenced hearings, he/she will need a record of the proceedings. For such purposes, it may be necessary 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 any of these proceedings should contact the City Clerk's Office at 386-517-2000 Ext. 233 at least 48 hours prior to the meeting. For further information about this request, please call the Planning and Building Department at (386) 517-2000 Ext. 231. The public may inspect information that is more detailed during office hours at the Planning and Building Department, 800 S. Daytona Ave.

Location Map



Sep. 25 25-00351F

BUILDING AND PLANNING DEPT.
800 S Daytona Ave
FLAGLER BEACH, FL 32136
Phone (386) 517-2000. Ext. 231

REZONING/FUTURE LAND USE AMENDMENT

REQUIRED ATTACHMENTS

INTAKE SUBMITTAL

- ☐ Application
- ☐ Application fee
- ☐ Concurrency fee (May be deferred until site development application)
- ☐ Ownership Disclosure form (Add'l documentation required if the property owner is a trust or corporation)
- ☐ Owner Authorization Form (Required if the applicant and/or consultant is not the owner)
- ☐ Detailed narrative of amendment (PD Major/Minor Amendment only)

PROJECT No. PFLUMA25-0001

ALL INFORMATION MUST BE PROVIDED FOR APPLICATION TO BE DETERMINED COMPLETE

FUTURE LAND USE AMENDMENT/ REZONING

APPLICATION TYPES

- ☑ LARGE SCALE FUTURE LAND USE AMENDMENT
- ☐ REZONE

- ☐ SMALL SCALE FUTURE LAND USE AMENDMENT
- ☐ REZONE

- ☑ TEXT AMENDMENT ASSOCIATED WITH LAND USE AMENDMENT

- ☐ REZONE (NON-PD)**

- ☐ PD REZONE**
- ☐ PD REZONE

BUILDING AND PLANNING DEPT.
800 S Daytona Ave
FLAGLER BEACH, FL 32136
Phone (386) 517-2000. Ext. 231

PROJECT

PROJECT NAME: Veranda Bay

PARCEL ID #(S): See attached Exhibit "B"	
LOCATION: John Anderson Drive, Flagler Beach	
EXISTING USE(S): Vacant	PROPOSED USE(S):
TOTAL ACREAGE:	
WATER PROVIDER:	SEWER PROVIDER:
CURRENT ZONING: PUD	PROPOSED ZONING: PUD
CURRENT FUTURE LAND USE: AG	PROPOSED FUTURE LAND USE:

BUILDING AND PLANNING DEPT.
800 S Daytona Ave
FLAGLER BEACH, FL 32136
Phone (386) 517-2000. Ext.231

PROJECT

PROJECT NAME: Veranda Bay	
PARCEL ID #(S): See attached Exhibit "B"	
LOCATION: John Anderson Drive, Flagler Beach	
EXISTING USE(S):	PROPOSED USE(S):
TOTAL ACREAGE:	BCC DISTRICT:
WATER PROVIDER:	SEWER PROVIDER:
CURRENT ZONING: PUD	PROPOSED ZONING: PUD
CURRENT FUTURE LAND USE: AG	PROPOSED FUTURE LAND USE:

APPLICANT

EPLAN PRIVILEGES: VIEW ONLY ☐ UPLOAD ☐ NONE ☐

NAME: Michael D. Chiumento III, Esq.	COMPANY: Chiumento Law, PLLC	
ADDRESS: 145 City Place, Suite 301		
CITY: Palm Coast	STATE: FL	ZIP: 32164
PHONE: 386-445-8900	EMAIL: Michael3@legalteamforlife.com	

CONSULTANT

EPLAN PRIVILEGES: VIEW ONLY ☐ UPLOAD ☐ NONE ☐

NAME: Lindsay Haga	COMPANY: ETM	
ADDRESS:		
CITY:	STATE:	ZIP:
PHONE: 904-376-6296	EMAIL: HagaL@etminc.com	

OWNER(S)

(INCLUDE NOTARIZED OWNER'S AUTHORIZATION FORM)

NAME(S): Palm Coast Intracoastal, LLC		
ADDRESS: 3129 Springbank Lane, #201		
CITY: Charlotte	STATE: NC	ZIP: 28226
PHONE: 386-986-2411	EMAIL: kenbelshe@yahoo.com	

BUILDING AND PLANNING DEPT.
800 S Daytona Ave
FLAGLER BEACH, FL 32136
Phone (386) 517-2000. Ext. 231

CONCURRENCY REVIEW MANAGEMENT SYSTEM (SELECT ONE)

☐ I elect to defer the Concurrency Review that is required by Chapter 163, Florida Statutes, per Seminole County's Comprehensive Plan for the above listed property until a point as late as Site Plan and/or Final Engineering submittals for this proposed development plan. I further specifically acknowledge that any proposed development on the subject property will be required to undergo Concurrency Review and meet all Concurrency requirements in the future. MPD **Final Development Plan may not defer**.

☐ I hereby declare and assert that the aforementioned proposal and property described are covered by a valid previously issued Certificate of Vesting or a prior Concurrency determination (Test Notice issued within the past two years as identified below. Please attach a copy of the Certificate of Vesting or Test Notice.)

TYPE OF CERTIFICATE	CERTIFICATE NUMBER	DATE ISSUED
VESTING:	_____	_____
TEST NOTICE:	_____	_____

☐ Concurrency Application and appropriate fee are attached. I wish to encumber capacity at an early point in the development process and understand that only upon approval of the Development Order and the full payment of applicable facility reservation fees is a Certificate of Concurrency issued and entered into the Concurrency Management monitoring system.

I hereby represent that I have the lawful right and authority to file this application.

PALM COAST INTRACOASTAL, LLC

William G. Allen, Jr., as Manager

SIGNATURE OF OWNER/AUTHORIZED AGENT
(PROOF OF PROPERTY OWNER'S AUTHORIZATION IS REQUIRED IF SIGNED BY SOMEONE OTHER THAN THE PROPERTY OWNER)

7-16-25

DATE

OWNER AUTHORIZATION FORM

An authorized applicant is defined as:

- ✦ The property owner of record; or
- ✦ An agent of said property owner (power of attorney to represent and bind the property owner must be submitted with the application); or
- ✦ Contract purchase (a copy of a fully executed sales contract must be submitted with the application containing a clause or clauses allowing an application to be filed).

I, William G. Allen, as Manager of Palm Coast Intracoastal, LLC, the owner of record for the following described property *[Parcel ID Number(s)]* See attached Exhibit "B" hereby designates Michael D. Chiumento III, Esq. to act as my authorized agent for the filing of the attached application(s) for:

☐ Alcohol License	☐ Arbor Permit	☐ Construction Revision	☐ Final Engineering
☐ Final Plat	☑ Future Land Use Amendment	☐ Lot Split/Reconfiguration	☐ Minor Plat
☐ Preliminary Subdivision Plan	☑ Rezone	☐ Site Plan	☐ Special Event
☐ Special Exception	☐ Temporary Use Permit	☐ Vacate	☐ Variance

OTHER: Petition for Annexation

and make binding statements and commitments regarding the request(s). I certify that I have examined the attached application(s) and that all statements and diagrams submitted are true and accurate to the best of my knowledge. Further, I understand that this application, attachments, and fees become part of the Official Records of Seminole County, Florida and are not returnable.

Palm Coast Intracoastal, LLC

7-16-25
Date

Property Owner's Signature

William G. Allen, Jr., as Manager
Property Owner's Printed Name

STATE OF FLORIDA
COUNTY OF COLLIER

SWORN TO AND SUBSCRIBED before me, an officer duly authorized in the State of Florida to take acknowledgements, appeared William G. Allen, Jr., as Manager of Palm Coast Intracoastal, LLC *(property owner)*, ☐ by means of physical presence or ☐ online notarization; and ☑ who is personally known to me or ☐ who has produced _____ as identification, and who executed the foregoing instrument and sworn an oath on this 16th day of July, 2025.

TRACEY A. BENAVIDES
Notary Public-State of Florida
Commission # HH 190061
My Commission Expires
January 02, 2026

Tracey A. Benavides
Notary Public

CITY OF FLAGLER BEACH
BUILDING AND PLANNING DEPARTMENT

GENERAL APPLICATION

☐ *Final Site Plan*	☐ *Preliminary Plat*
☐ *Master Site Plan*	☐ *Final Plat*
☐ *Site Development Plan(s)*	☐ *Plat Vacating*
☐ *Rezoning*	☐ *Subdivision Master Plan*
☑ *Comprehensive Plan Amendment*	☐ *Non-statutory Land Division/Parcel Reconfiguration*
☐ *Future Land Use Map Amendment*	☐ *Site Plan Modification (Post approval)*
☐ *Special Exception*	☐ *Development Order Modification*
☐ *Variance*	☐ *Wireless Communication Facility (new structure)*

Application Submittal Date:_____

Fee Paid: $_____. Date Received:_____

Employee Accepting Application (print name):_____

Rejected Date: _____. Rejected by:_____

Reason for Rejection:_____

_____

A. PROJECT NAME: Veranda Bay

B. LOCATION OF SUBJECT PROPERTY (PHYSICAL ADDRESS): John Anderson Drive, Flagler Beach

C. PROPERTY APPRAISER'S PARCEL ID NUMBER(s): See attached Exhibit "B"

_____

D. LEGAL DESCRIPTION: See attached Ex "A" Subdivision Name;_____

_____

Section;_____ Block(s);_____ Lot(s); _____

E. SUBJECT PROPERTY ACRES / SQUARE FOOTAGE:_____

F. FUTURE LAND USE MAP DESIGNATION: AG EXISTING ZONING DISTRICT: PUD

OVERLAY DISTRICT:_____

G. FLOOD ZONE:_____ FEMA COMMUNITY PANEL NUMBER:_____ DATE:_____

H. CURRENT USE OF PROPERTY: Vacant

I. DESCRIPTION OF REQUEST/PROPOSED DEVELOPMENT (ATTACH ADDITIONAL SHEETS) _____

_____

_____

_____

J. PROPOSED NUMBER OF LOTS (If Applicable):_____ Development Phasing: *Yes* ☐ *No* ☐

K. LIST BELOW ANY APPLICATIONS CURRENTLY UNDER REVIEW OR RECENTLY APPROVED ASSOCIATED WITH THIS APPLICATION:

L. WATER/SEWER PROVIDER:_____

M. EXISTING MORTGAGE? Yes ☐ No ☑

OWNER:	*APPLICANT/AGENT:*
Name: Palm Coast Intracoastal, LLC	Name: Michael D. Chiumento III, Esq.
Mailing Address: 3129 Springbank Ln #201, Charlotte NC 28226	Mailing Address: 145 City Place, Suite 301, Palm Coast, FL 32164
Phone Number: 386-986-2411	Phone Number: 386-445-8900 ext 102
E-mail Address: kenbelshe@yahoo.com	E-mail Address: Michael3@legalteamforlife.com

MORTGAGE HOLDER:	*ENGINEER OR PROFESSIONAL:*
Name:	Name: Lindsay Haga
Mailing Address:	Mailing Address:
Phone Number:	Phone Number: 904-376-6296
E-mail Address:	E-mail Address: HagaL@etminc.com

SURVEYOR:	*LANDSCAPE ARCHITECT:*
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:

PLANNER:	*TRAFFIC ENGINEER:*
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:

ATTORNEY OF RECORD:	*DEVELOPER:*
Name: Michael D. Chiumento III, Esq.	Name:
Mailing Address: 145 City Place, Suite 301, Palm Coast	Mailing Address:
Phone Number: 386-445-8900 ext 102	Phone Number:
E-mail Address: Michael3@legalteamforlife.com	E-mail Address:

I HEREBY CERTIFY THAT ALL INFORMATION ON THIS APPLICATION IS CORRECT:

Signature of owner OR person authorized to represent this application:

Signature(s):_____ _____

Printed or typed name(s): William G. Allen, Jr., as Manager of Palm Coast Intracoastal, LLC _____

The foregoing instrument was acknowledged before me by means of __ physical presence or __ online notarization this 16th day of July 2025 by William G. Allen, Jr. individual submitted by ✓ Personal Knowledge ___ Satisfactory Evidence: Type _____

Tracey A. Benavides (SEAL)

Signature of Notary Public, State of Florida

TRACEY A. BENAVIDES
Notary Public-State of Florida
Commission # HH 190061
My Commission Expires
January 02, 2026

EXHIBIT "A"

PART OF PHASE 1-A AND 2-A VERANDA BAY AND PART OF SECTION 38 , TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA,

A PART OF VERANDA BAY PHASE 1A AS RECORDED IN PLAT BOOK 40, PAGES 59 THROUGH 64 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA TOGETHER WITH A PART OF VERANDA BAY PHASE 2A AS RECORDED IN PLAT BOOK 40, PAGES 65 THROUGH 70 OF SAID PUBLIC RECORDS ALSO TOGETHER WITH A PART OF OF SECTION 38, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE SOUTHWEST CORNER OF TRACT 1A-4 OF SAID VERANDA BAY PHASE 1A; THENCE NORTHERLY ALONG THE WESTERLY LINES OF SAID TRACT 1A-4 THE FOLLOWING TWELVE COURSES: THENCE NORTH 18°15'20" WEST, A DISTANCE OF 260.49 FEET; THENCE SOUTH 71°44'40" WEST, A DISTANCE OF 140.00 FEET; THENCE NORTH 18°15'20" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 71°44'40" EAST, A DISTANCE OF 140.00 FEET; THENCE NORTH 18°15'20" WEST, A DISTANCE 960.00 FEET; THENCE SOUTH 71°44'40" WEST, A DISTANCE OF 140.00 FEET; THENCE NORTH 18°15'20" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 71°44'40" EAST, A DISTANCE OF 140.00 FEET; THENCE NORTH 18°15'20" WEST, A DISTANCE OF 244.38 FEET; THENCE SOUTH 78°03'28" WEST, A DISTANCE OF 137.96 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO THE EAST AND HAVING A RADIUS OF 475.00 FEET AND A CENTRAL ANGLE OF 10°47'20"; THENCE NORTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 89.44 FEET AND BEING SUBTENDED BY A CHORD BEARING OF NORTH 06°32'52" WEST; AND CHORD DISTANCE OF 89.31 FEET TO A POINT ON SAID CURVE; THENCE NORTH 86°59'44" EAST, A DISTANCE OF 140.07 FEET; THENCE NORTH 01°09'12" WEST, A DISTANCE OF 568.36 FEET; THENCE NORTH 88°50'48" EAST, A DISTANCE OF 63.62 FEET; THENCE NORTH 01°07'10" WEST, A DISTANCE OF 161.55 FEET; THENCE NORTH 88°54'24" EAST, A DISTANCE OF 176.36 FEET; THENCE NORTH 11°52'10" EAST ALONG A WESTERLY LINE OF TRACT 1A-5 OF SAID VERANDA BAY PHASE 1A , A DISTANCE OF 25.29 FEET; THENCE NORTH 13°13'08" EAST CONTINUING ALONG A WESTERLY LINE OF SAID TRACT, A DISTANCE OF 0.37 FEET; TO THE INTERSECTION WITH THE NORTH LINE OF SAID TRACT OF 1A-5; THENCE NORTH 88°54'24" EAST, ALONG SAID NORTHERLY LINE OF TRACT 1A-5 AND CONTINUING ALONG THE NORTHERLY LINE OF SAID VERANDA BAY PHASE 1A, A DISTANCE OF 1304.54 FEET TO THE POINT ON THE WEST RIGHT OF WAY LINE OF FLORIDA INTRACOASTAL WATERWAY AND THE NORTHEAST CORNER OF VERANDA BAY PHASE 1A ; THENCE ALONG SAID WEST RIGHT OF WAY LINE AND THE EASTERLY LINE OF SAID VERANDA BAY PHASE 1A, SOUTH 13°58'25" EAST, A DISTANCE OF 1950.55 FEET TO THE SOUTHEAST CORNER OF SAID VERANDA BAY PHASE 1A AND ALSO TO THE NORTHEAST CORNER OF SAID VERANDA BAY PHASE 2A; THENCE CONTINUE SOUTH 13°58'25" EAST ALONG SAID RIGHT OF WAY LINE AND ALONG THE EASTERLY LINE OF SAID VERANDA BAY PHASE 2A, A DISTANCE OF 799.39 FEET, THENCE SOUTH 21°17'55" EAST, CONTINUING ALONG SAID RIGHT OF WAY LINE AND EASTERLY LINE, A DISTANCE OF 1265.37 FEET; THENCE SOUTH 03°54'39" WEST ALONG SAID EASTERLY LINE, A DISTANCE OF 90.51 FEET TO THE SOUTHEAST CORNER OF SAID VERANDA BAY PHASE 2A; THENCE CONTINUE SOUTH 03°54'39" WEST, ALONG A WESTERLY LINE OF THE HISTORIC CHANNEL OF HAW LOVERS CREEK, A DISTANCE OF 57.72 FEET; THENCE SOUTH 19°27'17" EAST, A DISTANCE OF 644.30 FEET; THENCE SOUTH 68°58'11" EAST, A DISTANCE OF 113.95 FEET TO A POINT ON SAID INTRACOASTAL RIGHT OF WAY, THENCE SOUTH 21°17'55" EAST, A DISTANCE OF 338.95 FEET TO THE NORTHERLY LINE OF TRACT "PL-3" OF GARDENS AT HAMMOCK BEACH AS RECORDED IN PLAT BOOK 35, PAGES 80 THROUGH ; THENCE WESTERLY ALONG SAID NORTHERLY LINE THE FOLLOWING FIVE COURSES: SOUTH 69°58'00" WEST, A DISTANCE OF 666.02 FEET; THENCE SOUTH 20°00'08" WEST, A DISTANCE OF 243.62 FEET; THENCE SOUTH 69°00'06" WEST, A DISTANCE OF 512.95 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 475.00 FEET AND AN ARC

DISTANCE OF 298.48 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH 86°59’57” WEST AND A CHORD DISTANCE OF 293.59 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 75°04’31” WEST, A DISTANCE OF 102.42 FEET; THENCE NORTH 43°30’12” WEST, DEPARTING FROM SAID NORTHERLY LINE, A DISTANCE OF 153.12 FEET TO A POINT ON THE MOST SOUTH POINT OF SAID VERANDA BAY PHASE 2A; THENCE NORTHERLY ALONG THE WEST LINES OF SAID VERANDA BAY PHASE 2A THE FOLLOWING NINE COURSES: THENCE NORTH 32°58’38” WEST, A DISTANCE OF 357.54; THENCE NORTH 12°24’49” WEST, A DISTANCE OF 43.38 FEET; THENCE SOUTH 71°49’46” WEST, A DISTANCE OF 68.04 FEET; THENCE NORTH 18°10’14” WEST, A DISTANCE OF 152.62 FEET; THENCE NORTH 16°36’36” EAST, A DISTANCE OF 82.23 FEET; THENCE NORTH 73°23’24” WEST, A DISTANCE OF 139.49 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 11°32’10”; THENCE SOUTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 5.03 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH 22°22’42” WEST AND A CHORD DISTANCE OF 5.03 FEET TO A POINT ON SAID CURVE; THENCE NORTH 73°23’24” WEST, A DISTANCE OF 50.00 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO THE WEST AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 11°32’13”; THENCE NORTHERLY ALONG SAID CURVE AN ARC DISTANCE OF 5.03 AND SUBTENDED BY A CHORD BEARING OF NORTH 10°50’29” EAST AND A CHORD DISTANCE OF 5.03 FEET TO A POINT ON SAID CURVE; THENCE NORTH 21°20’50” WEST, DEPARTING FROM SAID WESTERLY LINE, A DISTANCE OF 114.14 FEET TO THE SOUTHWEST CORNER OF TRACT 2A-11 OF SAID VERANDA BAY PHASE 2A; THENCE NORTHERLY ALONG THE WESTERLY LINES OF SAID TRACT 2A-11 AND ALSO THE WESTERLY LINES OF SAID VERANDA BAY PHASE 2A THE FOLLOWING THIRTEEN COURSES: THENCE NORTH 16°36'36" EAST, A DISTANCE OF 18.72 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 365.00 FEET AND A CENTRAL ANGLE OF 34°46’50”; THENCE NORTHERLY ALONG SAID CURVE AN ARC DISTANCE OF 221.57 FEET AND SUBTENDED BY A CHORD BEARING OF NORTH 00°46’49” WEST AND A CHORD DISTANCE OF 218.18 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 18°10’14” WEST, A DISTANCE OF 24.44 FEET; THENCE SOUTH 71°49’46” WEST, A DISTANCE OF 140.00 FEET; THENCE NORTH 18°10’14” WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 71°49’46” EAST, A DISTANCE OF 140.00 FEET; THENCE NORTH 18°10’14” WEST, A DISTANCE OF 935.73 FEET; THENCE NORTH 01°32’26” WEST, A DISTANCE OF 384.95 FEET; THENCE SOUTH 88°27’34” WEST, A DISTANCE OF 140.00 FEET; THENCE NORTH 01°32’26” WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 88°27’34” EAST, A DISTANCE OF 140.00 FEET; THENCE NORTH 01°32’26” WEST, A DISTANCE OF 49.29 FEET; THENCE NORTH 18°10’14” WEST, A DISTANCE OF 809.39 FEET TO THE NORTHWEST CORNER OF SAID TRACT 2A-11; THENCE NORTH 06°57’26” WEST, A DISTANCE OF 101.95 FEET TO THE POINT OF BEGINNING. CONTAINING 210.7 ACRES, MORE OR LESS.

TOGETHER WITH

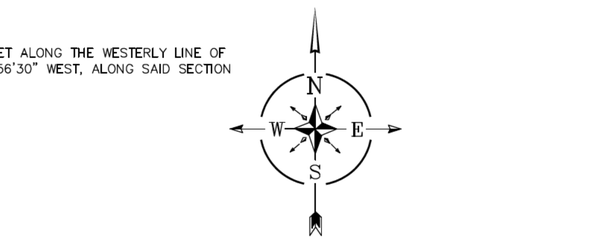
A PARCEL OF LAND IN SECTION 12, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID GOVERNMENT SECTION 12, THENCE DEPARTING SAID SOUTHERLY LINE NORTH 01°30'23" WEST A DISTANCE OF 1203.23 FEET ALONG THE WESTERLY LINE OF SAID SECTION 12; THENCE NORTH 88°52'15" EAST, A DISTANCE OF 649.96 FEET; THENCE SOUTH 19°00'52" EAST, A DISTANCE OF 1,265.64 FEET; THENCE SOUTH 88°56'30" WEST, ALONG SAID SECTION LINE, A DISTANCE OF 1,030.73 FEET TO THE POINT OF BEGINNING. CONTAINING 23.22 ACRES, MORE OR LESS.

MAP SHOWING SKETCH OF LEGAL

PART OF PHASE 1–A AND 2–A VERANDA BAY AND PART OF SECTION 38 , TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA,
A PART OF VERANDA BAY PHASE 1A AS RECORDED IN PLAT BOOK 40, PAGES 59 THROUGH 64 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA TOGETHER WITH A PART OF VERANDA BAY PHASE 2A AS RECORDED IN PLAT BOOK 40, PAGES 65 THROUGH 70 OF SAID PUBLIC RECORDS ALSO TOGETHER WITH A PART OF OF SECTION 38, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE SOUTHWEST CORNER OF TRACT 1A–4 OF SAID VERANDA BAY PHASE 1A; THENCE NORTHERLY ALONG THE WESTERLY LINES OF SAID TRACT 1A–4 THE FOLLOWING TWELVE COURSES: THENCE NORTH 18°15'20" WEST, A DISTANCE OF 260.49 FEET; THENCE SOUTH 71°44'40" WEST, A DISTANCE OF 140.00 FEET; THENCE NORTH 18°15'20" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 71°44'40" EAST, A DISTANCE OF 140.00 FEET; THENCE NORTH 18°15'20" WEST, A DISTANCE 960.00 FEET; THENCE SOUTH 71°44'40" WEST, A DISTANCE OF 140.00 FEET; THENCE NORTH 18°15'20" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 71°44'40" EAST, A DISTANCE OF 140.00 FEET; THENCE NORTH 18°15'20" WEST, A DISTANCE OF 244.38 FEET; THENCE SOUTH 78°03'28" WEST, A DISTANCE OF 137.96 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO THE EAST AND HAVING A RADIUS OF 475.00 FEET AND A CENTRAL ANGLE OF 10°47'20"; THENCE NORTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 89.44 FEET AND BEING SUBTENDED BY A CHORD BEARING OF NORTH 06°32'52" WEST; AND CHORD DISTANCE OF 89.31 FEET TO A POINT ON SAID CURVE; THENCE NORTH 86°59'44" EAST, A DISTANCE OF 140.07 FEET; THENCE NORTH 01°09'12" WEST, A DISTANCE OF 568.36 FEET; THENCE NORTH 88°50'48" EAST, A DISTANCE OF 63.62 FEET; THENCE NORTH 01°07'10" WEST, A DISTANCE OF 161.55 FEET; THENCE NORTH 88°54'24" EAST, A DISTANCE OF 176.36 FEET; THENCE NORTH 11°52'10" EAST ALONG A WESTERLY LINE OF TRACT 1A–5 OF SAID VERANDA BAY PHASE 1A , A DISTANCE OF 25.29 FEET; THENCE NORTH 13°13'08" EAST CONTINUING ALONG A WESTERLY LINE OF SAID TRACT, A DISTANCE OF 0.37 FEET; TO THE INTERSECTION WITH THE NORTH LINE OF SAID TRACT OF 1A–5; THENCE NORTH 88°54'24" EAST, ALONG SAID NORTHERLY LINE OF TRACT 1A–5 AND CONTINUING ALONG THE NORTHERLY LINE OF SAID VERANDA BAY PHASE 1A, A DISTANCE OF 1304.54 FEET TO THE POINT ON THE WEST RIGHT OF WAY LINE OF FLORIDA INTRACOASTAL WATERWAY AND THE NORTHEAST CORNER OF VERANDA BAY PHASE 1A ; THENCE ALONG SAID WEST RIGHT OF WAY LINE AND THE EASTERLY LINE OF SAID VERANDA BAY PHASE 1A, SOUTH 13°58'25" EAST, A DISTANCE OF 1950.55 FEET TO THE SOUTHEAST CORNER OF SAID VERANDA BAY PHASE 1A AND ALSO TO THE NORTHEAST CORNER OF SAID VERANDA BAY PHASE 2A; THENCE CONTINUE SOUTH 13°58'25" EAST ALONG SAID RIGHT OF WAY LINE AND ALONG THE EASTERLY LINE OF SAID VERANDA BAY PHASE 2A, A DISTANCE OF 799.39 FEET, THENCE SOUTH 21°17'55" EAST, CONTINUING ALONG SAID RIGHT OF WAY LINE AND EASTERLY LINE, A DISTANCE OF 1265.37 FEET; THENCE SOUTH 03°54'39" WEST ALONG SAID EASTERLY LINE, A DISTANCE OF 90.51 FEET TO THE SOUTHEAST CORNER OF SAID VERANDA BAY PHASE 2A; THENCE CONTINUE SOUTH 03°54'39" WEST, ALONG A WESTERLY LINE OF THE HISTORIC CHANNEL OF HAW LOVERS CREEK, A DISTANCE OF 57.72 FEET; THENCE SOUTH 19°27'17" EAST, A DISTANCE OF 644.30 FEET; THENCE SOUTH 68°58'11" EAST, A DISTANCE OF 113.95 FEET TO A POINT ON SAID INTRACOASTAL RIGHT OF WAY, THENCE SOUTH 21°17'55" EAST, A DISTANCE OF 338.95 FEET TO THE NORTHERLY LINE OF TRACT "PL–3" OF GARDENS AT HAMMOCK BEACH AS RECORDED IN PLAT BOOK 35, PAGES 80 THROUGH ; THENCE WESTERLY ALONG SAID NORTHERLY LINE THE FOLLOWING FIVE COURSES: SOUTH 69°58'00" WEST, A DISTANCE OF 666.02 FEET; THENCE SOUTH 20°00'08" WEST, A DISTANCE OF 243.62 FEET; THENCE SOUTH 69°00'06" WEST, A DISTANCE OF 512.95 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 475.00 FEET AND AN ARC DISTANCE OF 298.48 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH 86°59'57" WEST AND A CHORD DISTANCE OF 293.59 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 75°04'31" WEST, A DISTANCE OF 102.42 FEET; THENCE NORTH 43°30'12" WEST, DEPARTING FROM SAID NORTHERLY LINE, A DISTANCE OF 153.12 FEET TO A POINT ON THE MOST SOUTH POINT OF SAID VERANDA BAY PHASE 2A; THENCE NORTHERLY ALONG THE WEST LINES OF SAID VERANDA BAY PHASE 2A THE FOLLOWING NINE COURSES: THENCE NORTH 32°58'38" WEST, A DISTANCE OF 357.54; THENCE NORTH 12°24'49" WEST, A DISTANCE OF 43.38 FEET; THENCE SOUTH 71°49'46" WEST, A DISTANCE OF 68.04 FEET; THENCE NORTH 18°10'14" WEST, A DISTANCE OF 152.62 FEET; THENCE NORTH 16°36'36" EAST, A DISTANCE OF 82.23 FEET; THENCE NORTH 73°23'24" WEST, A DISTANCE OF 139.49 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 11°32'10"; THENCE SOUTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 5.03 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH 22°22'42" WEST AND A CHORD DISTANCE OF 5.03 FEET TO A POINT ON SAID CURVE; THENCE NORTH 73°23'24" WEST, A DISTANCE OF 50.00 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO THE WEST AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 11°32'13"; THENCE NORTHERLY ALONG SAID CURVE AN ARC DISTANCE OF 5.03 AND SUBTENDED BY A CHORD BEARING OF NORTH 10°50'29" EAST AND A CHORD DISTANCE OF 5.03 FEET TO A POINT ON SAID CURVE; THENCE NORTH 21°20'50" WEST, DEPARTING FROM SAID WESTERLY LINE, A DISTANCE OF 114.14 FEET TO THE SOUTHWEST CORNER OF TRACT 2A–11 OF SAID VERANDA BAY PHASE 2A; THENCE NORTHERLY ALONG THE WESTERLY LINES OF SAID TRACT 2A–11 AND ALSO THE WESTERLY LINES OF SAID VERANDA BAY PHASE 2A THE FOLLOWING THIRTEEN COURSES: THENCE NORTH 16°36'36" EAST, A DISTANCE OF 18.72 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 365.00 FEET AND A CENTRAL ANGLE OF 34°46'50"; THENCE NORTHERLY ALONG SAID CURVE AN ARC DISTANCE OF 221.57 FEET AND SUBTENDED BY A CHORD BEARING OF NORTH 00°46'49" WEST AND A CHORD DISTANCE OF 218.18 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 18°10'14" WEST, A DISTANCE OF 24.44 FEET; THENCE SOUTH 71°49'46" WEST, A DISTANCE OF 140.00 FEET; THENCE NORTH 18°10'14" WEST, A DISTANCE OF 935.73 FEET; THENCE NORTH 01°32'26" WEST, A DISTANCE OF 384.95 FEET; THENCE SOUTH 88°27'34" WEST, A DISTANCE OF 140.00 FEET; THENCE NORTH 01°32'26" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 88°27'34" EAST, A DISTANCE OF 140.00 FEET; THENCE NORTH 01°32'26" WEST, A DISTANCE OF 49.29 FEET; THENCE NORTH 18°10'14" WEST, A DISTANCE OF 809.39 FEET TO THE NORTHWEST CORNER OF SAID TRACT 2A–11; THENCE NORTH 06°57'26" WEST, A DISTANCE OF 101.95 FEET TO THE POINT OF BEGINNING. CONTAINING 210.7 ACRES, MORE OR LESS.

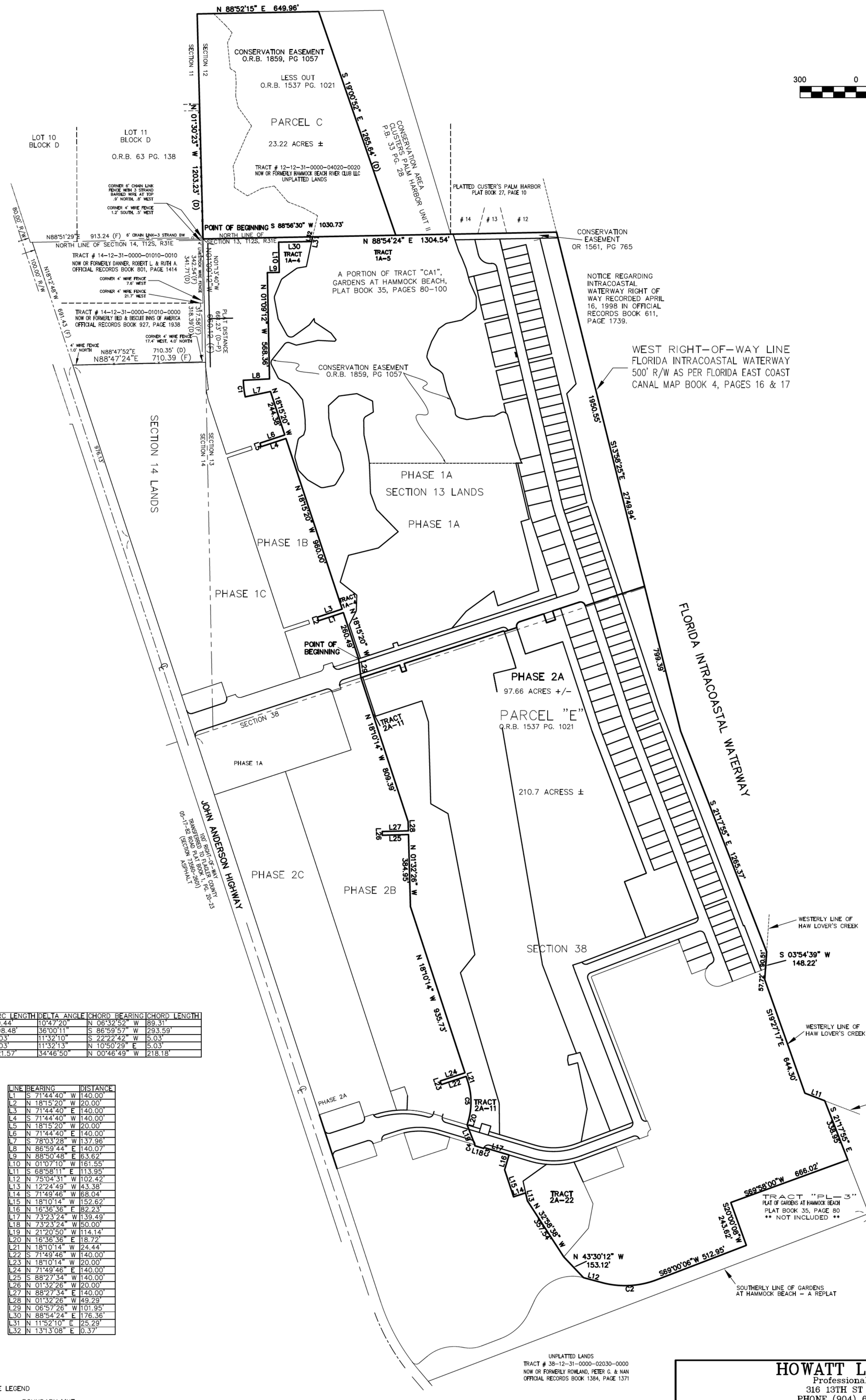
TOGETHER WITH
A PARCEL OF LAND IN SECTION 12, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGIN AT THE SOUTHWEST CORNER OF SAID GOVERNMENT SECTION 12, THENCE DEPARTING SAID SOUTHERLY LINE NORTH 01°30'23" WEST A DISTANCE OF 1203.23 FEET ALONG THE WESTERLY LINE OF SAID SECTION 12; THENCE NORTH 88°52'15" EAST, A DISTANCE OF 649.96 FEET; THENCE SOUTH 19°00'52" EAST, A DISTANCE OF 1,265.64 FEET; THENCE SOUTH 88°56'30" WEST, ALONG SAID SECTION LINE, A DISTANCE OF 1,030.73 FEET TO THE POINT OF BEGINNING. CONTAINING 23.22 ACRES, MORE OR LESS.



GRAPHIC SCALE

300 0 150 300 600 1200

(IN FEET)
1 inch = 300 ft.



CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	475.00'	89.44'	10°47'20"	N 06°32'52" W	89.31'
C2	475.00'	298.48'	36°00'11"	S 86°59'57" W	293.59'
C3	25.00'	5.03'	11°32'10"	S 22°22'42" W	5.03'
C4	25.00'	5.03'	11°32'13"	N 10°50'29" E	5.03'
C5	365.00'	221.57'	34°46'50"	N 00°46'49" W	218.18'

LINE	BEARING	DISTANCE
L1	S 71°44'40" W	140.00'
L2	N 18°15'20" W	20.00'
L3	N 71°44'40" E	140.00'
L4	S 71°44'40" W	140.00'
L5	N 18°15'20" W	20.00'
L6	N 71°44'40" E	140.00'
L7	S 78°03'28" W	137.96'
L8	N 86°59'44" E	140.07'
L9	N 88°50'48" E	63.62'
L10	N 01°07'10" W	161.55'
L11	S 68°58'11" E	113.95'
L12	N 75°04'31" W	102.42'
L13	N 12°24'49" W	43.38'
L14	S 71°49'46" W	68.04'
L15	N 18°10'14" W	152.62'
L16	N 16°36'36" E	82.23'
L17	N 73°23'24" W	139.49'
L18	N 73°23'24" W	50.00'
L19	N 21°20'50" W	114.14'
L20	N 16°36'36" E	18.72'
L21	N 18°10'14" W	24.44'
L22	S 71°49'46" W	140.00'
L23	N 18°10'14" W	20.00'
L24	N 71°49'46" E	140.00'
L25	S 88°27'34" W	140.00'
L26	N 01°32'26" W	20.00'
L27	N 88°27'34" E	140.00'
L28	N 01°32'26" W	49.29'
L29	N 06°57'26" W	101.95'
L30	N 88°54'24" E	176.36'
L31	N 11°52'10" E	25.29'
L32	N 13°13'08" E	0.37'

LINE LEGEND

= BOUNDARY LINE
= SECTION LINE
= BUNNELL DEVELOPMENT LOT LINE
= ROADWAY CENTERLINE LINE
= FENCE LINES
= EASEMENT LINE
= FLOOD ZONE LINE

HOWATT LAND SURVEYING, LLC
Professional Surveyor and Mapper Business
316 13TH ST SAINT AUGUSTINE, FL 32084–1405
PHONE (904) 631–5484 EMAIL ghowatt@comcast.net

I HEREBY CERTIFY THAT THIS SKETCH OF LEGAL SURVEY, PERFORMED UNDER MY RESPONSIBLE DIRECTION, MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYORS IN ACCORDANCE WITH CHAPTER 2014–147, FLA. ADMINISTRATIVE CODE (PURSUANT TO SECTION 472.027, FLORIDA STATUTES.)

SURVEYED MAY 27, 2025

GIL D. HOWATT, REGISTERED LAND SURVEYOR FLA. NO. 4718
LICENSED BUSINESS NUMBER 8488

BEARING DATUM BASED ON EAST RIGHT OF WAY OF JOHN ANDERSON N18°15'00"W PER DEED

FIELD BOOK NO.: DATA, PAGE(S) COLLECTED
LEGAL: IN FILE
WORK ORDER NO.:
COMPUTER FILE NAME: 040118B THE GARDENS.DWG
SCALE: 1" = 300'
FILE NO.: 040118

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

ORDINANCE NO. 2025-23

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING THE COMPREHENSIVE PLAN FUTURE LAND USE MAP DESIGNATION FOR APPROXIMATELY 233.92 ACRES OF CERTAIN REAL PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
    a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
    b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality
    c. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
    d. Section 553.73, Florida Statutes, relating to the Florida Building Code; or

[1] See Section 166.041(4)(c), Florida Statutes.

e. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

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

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

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

Serial Number
25-00355F

Observer
You. Your Neighbors. Your Neighborhood.
Palm CoastObserver.com

Palm Coast Observer
Published Weekly
Palm Coast, Flagler County, Florida

COUNTY OF FLAGLER

STATE OF FLORIDA

Before the undersigned authority personally appeared Nancy Kay Raymond who on oath says that he/she is Publisher's Representative of the Palm Coast Observer a weekly newspaper published at Palm Coast, Flagler County, Florida; that the attached copy of advertisement,

being a Public Hearing

in the matter of Ordinance 2025-23, 2025-24

in the Court, was published in said newspaper by print in the

issues of 10/30/2025

Affiant further says that the Palm Coast Observer complies with all legal requirements for publication in chapter 50, Florida Statutes.

*This Notice was placed on the newspaper's website and floridapublicnotices.com on the same day the notice appeared in the newspaper.

N. Kay Raymond

Nancy Kay Raymond

Sworn to and subscribed, and personally appeared by physical presence before me,

30th day of October, 2025 A.D.

by Nancy Kay Raymond who is personally known to me.

Sara Hubert

Notary Public, State of Florida
(SEAL)

SARA HUBERT
NOTARY
My Comm. Expires
Sept. 7, 2026
HH 309909
PUBLIC
STATE OF FLORIDA

CITY OF FLAGLER BEACH NOTICE OF PUBLIC HEARING

The City Commission proposes to adopt Ordinance No. 2025-24 Entitled:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING THE OFFICIAL ZONING MAP DESIGNATION FOR APPROXIMATELY 234 ACRES OF CERTAIN REAL PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

The City Commission proposes to adopt Ordinance No. 2025-23 Entitled:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING THE COMPREHENSIVE PLAN FUTURE LAND USE MAP DESIGNATION FOR APPROXIMATELY 233.92 ACRES OF CERTAIN REAL PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Applications have been submitted to rezone this property from Planned Unit Development (PUD), Reserved (R), and Single Family Residential (R1) Zoning Districts to the Master Planned Development (MPD) Zoning District, and to amend the Future Land Use Map designation of the property from Agriculture, Conservation, and Mixed Use: High Intensity to Low Density Residential and Commercial. All lands are located as depicted in the Location Map provided below.

PUBLIC HEARINGS ARE SCHEDULED TO BE HELD AT CITY HALL, 105 S. 2ND STREET, FLAGLER BEACH, FLORIDA AS FOLLOWS:

PLANNING AND ARCHITECTURAL REVIEW BOARD TUESDAY, OCTOBER 7, 2025 AT 5:30 P.M.

1ST READING CITY COMMISSION THURSDAY, OCTOBER 9, 2025 AT 5:30 P.M. OR AS SOON THEREAFTER AS POSSIBLE.

2ND READING CITY COMMISSION THURSDAY, NOVEMBER 13, 2025 AT 5:30 P.M. OR AS SOON THEREAFTER AS POSSIBLE.

ALL INTERESTED PARTIES ARE INVITED TO ATTEND.

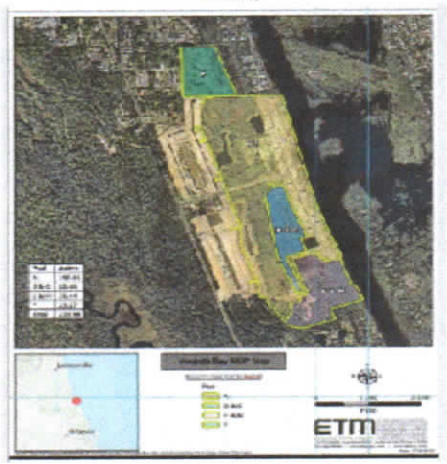
PLEASE DIRECT ANY QUESTIONS TO THE CITY OF FLAGLER BEACH AT (386-517-2000) EXT. 231

The public hearings may be continued to a future date or dates. The times and dates of any continuances of a public hearing shall be announced during the public hearing without any further published notice. The request will be heard at 5:30 PM, or as soon thereafter as possible, in the City Commission chambers located at 105 South Second Street, Flagler Beach, Florida.

If a person decides to appeal any decision made with respect to any matter considered at the above referenced hearings, he/she will need a record of the proceedings. For such purposes, it may be necessary 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 any of these proceedings should contact the City Clerk's Office at 386-517-2000 Ext. 233 at least 48 hours prior to the meeting. For further information about this request, please call the Planning and Building Department at (386) 517-2000 Ext. 231. The public may inspect information that is more detailed during office hours at the Planning and Building Department, 800 S. Daytona Ave.

Location Map



Oct. 30 25-00355F

Staff Report

City Commission Regular Meeting

November 13, 2025

To:	City Commission
From:	Lupita McClenning, Planner
Meeting Date:	November 13, 2025
Item Name:	Ordinance 2025-24. An Ordinance of the City Commission of the City of Flagler Beach, Florida, amending the official Zoning Map designation for approximately 234 acres of certain real property; providing for conflict and an effective date (First Reading).

Background:

The City of Flagler Beach is in receipt of a request to amend the official zoning map for approximately 234+/- acres generally located along the east and west of John Anderson Highway, directly south of State Road 100, amending zoning from the Flagler County designation Planned Unit Development and City of Flagler Beach designations of Reserved and Single Family Residential and rezoning to Master Planned Development (MPD). The applicant request to amend the 2005 Flagler County Development Plan and submit a Master Planned Development Agreement (MPDA) that aligns with and is in compliance with the City of Flagler Beach Comprehensive Plan, Ordinance 2024-06 Master Planned District (MPD) Zoning Ordinance, and SB 180.

Fiscal Impact:

Staff Recommendation:

Staff recommends the City Commission approve the Master Planned Development Agreement (MPDA) for Veranda Bay, finding the rezoning to be consistent with the purposes, goals, objectives, and policies of the City of Flagler Beach Comprehensive Plan; rezoning is compatible with the Land Development Regulations, is consistent with the uses and character of the surrounding land uses; that rezoning results in a logical, timely and orderly development pattern; is in compliance with SB 180 as the developer can propose to use the property under a set of self-imposed restrictions that are more stringent than the city's general zoning code and that the city can approve based on its determination restrictions are in the public's interest.

Attachments:

1. Updated 10062025 Ordinance 2025-24 Veranda Bay MPDA Rezone Staff Report
2. Ordinace 2025-24 Veranda Bay Rezone & MPD Agreement_FINAL DRAFT

3. Application Rezone for submittal
4. BIS 2025-24 VB
5. VB MPD Agreement redlined 12.11.24 vs 9.29.25 versions
6. Veranda Bay_City Commission_11132025 Developers Presentation
7. 25-00355F Affidavit

To: Planning and Architectural Review Board

From: Lupita McClenning, City Planner

Applicant: Michael Chiumento

Property: 234 +/- acres located west of John Anderson and south of SR 100 Veranda Bay

Request: Amend Official Zoning Map to Master Planned District (MPD) and Adopt Master Planned Development Agreement (MPDA) for Veranda Bay.

Date: September 29, 2025

Applicant requests 234 +/- acres currently zoned Planned Unit Development (Flagler County Designation), Reserved and Single Family Residential (City of Flagler Beach Designations) be amended on official zoning map as Master Planned Development, City of Flagler Beach.

Staff Recommendation

Staff recommends that the Planning and Architectural Review Board recommend the City Commission consider the following findings of fact and approve amending the official zoning map property from the Flagler County designation of Planned Unit Development and City of Flagler Beach designations of Reserved and Single Family Residential to Master Planned Development (MPD) and approve accompanying Master Planned Development Agreement (MPDA) for 234+/- acres of as:

1. The rezoning is consistent with the purposes, goals, objectives, and policies of the City of Flagler Beach Comprehensive Plan;
2. The rezoning is compatible with the Land Development Regulations, and generally consistent with the uses and character of the land surrounding and in the vicinity of the land proposed for rezoning;
3. The rezoning will result in a logical, timely and orderly development pattern;
4. The staff report has demonstrated sufficient justification that there are changed circumstances, which would require the rezoning request.

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APPLICANT REQUEST: AMEND 2005 FLAGLER COUNTY PLAN

Developer desires to amend the 2005 Flagler County Development Plan and submit a Master Planned Development Agreement (MPDA) that aligns, and in compliance with the City of Flagler Beach Comprehensive Plan, Ordinance 2024-06 Master Planned District (MPD) Zoning Ordinance, City's Land Development Code excluding LDR Code Sections for:

- Lot standards and dimensions, Master Planned District Planned Unit Development (PUD)
- Landscaping requirements for common areas, development standards for residential and commercial areas;

VERANDA BAY MARINA		
Acres	POD	FLUM
153 acres +/-	A1	Low Density
23 acres +/-	B & C	Low Density
35 acres +/-	E & M	Mixed-Use, Marina, Low Density, Commercial
23.27 acres +/-	F	Low Density
TOTAL 234 Acres		

This staff report more describes the MPDA performance standards (not limited to density, intensity, setbacks, accessory structures, permitted uses, signage, and open space, site plan process, required improvements) as detailed in **Ordinance 2025-24 Master Planned Development** Agreement, 47-page document for Veranda Bay.

The details recited in the development agreement are here forward transcribed into definitions, charts, tables, and performance standards for Veranda Bay Marina Planned Development.

SECTION 1 - RECITALS

Subject Property a single-integrated mixed-use community **including a marina and amenities**.

Developers/owners can apply to amend the zoning, aligned with MPD District and MPDA to Planning and Architectural Review Board (PARB) and to City Commission who will utilize the MDP and MPDA for its findings in considering and recommending zoning amendments.

Per FL Statute, acres less than <50 acres considered a small-scale amendment, + />50 acres a large-scale amendment and transmitted to DOE;

The Subject Property is designated as Low Density Residential and Commercial on the City's Future Land Use Map.

The request is in accordance with the Future Land Use Map designation of the subject property, and is compliant with applicable Objectives and Policies of the City of Flagler Beach Comprehensive Plan.

Developer desires to rezone Subject Property, subject to this Development Agreement.

The MPD Master Plan generally depicts the layout of the Project and delineates the approximate property boundaries, Project entrances, general location of Tracts and intended uses, all of which may be further refined in the future at the discretion of the Declarant.

The MPD Master Plan satisfies the requirements of the City's Comprehensive Plan, the LDR, and other City regulations, including but not limited to City Ordinance 2024-06 and can proceed directly to applications for preliminary plat or site plan approval.

This agreement does not affect the entitlements, rights, or responsibility of vested rights in 2005 Development Agreement for 110 acres of +/- 899 acres.

Once annexed and in the city proper, the city will manage land use and development for the **remaining +/- 756 acres combined acreage Veranda Bay Marina and Summertown.**

Timing and phasing; requirements of Comp Plan; LDR; and development deemed to be ongoing; notwithstanding in event development activities cease for period of ten (10) years Agreement shall expire unless otherwise mutually agreed to.

SECTION 2. OWNER AUTHORIZATION

SECTION 3. PROJECT AND MPDA VERANDA BAY MARINA

Mixed-Use Development 234 Acres

(a) The Project

(b) Veranda Bay Marina is a mixed-use, low-density development providing for commercial and significant open space, including preserved lands. Preserved lands subject to passive recreation, conservation areas, a marina basin, buffers, and wetlands. *See Exhibit D FLUM pods A1, B&C, E&M and F;*

- Veranda Bay Marina 377 DU
  - 1.6 units per acre gross residential development
  - 3 units an acre per pod
- Marina Village
  - 16,200 SQFT Commercial
- Open Space
  - Minimum of forty percent (40%)

Mixed Use adjacent to Intracoastal Waterway (ICW) intended to be developed into a commercial or private marina and may include:

- Ship store,
- Fueling station,
- Restaurants,
- Retails uses, and
- Commercial uses integrated with residential uses.

(c) Master Plan is conceptual and subject to change (location of internal sidewalks, stormwater ponds, and other improvements.) Parties agree such improvements include engineered site plans that locate improvements on each tract as developed and approved by the City.

SECTION 4 –MPD REVIEW AND APPROVAL PROCESS

(a) Master Plan generally depicts layout and delineates property boundaries, project entrances, tracts and intended uses,

(b) Development submittals to proceed with permitting to contain level of detail for Site Plan/Plat Site Plan.
(c) Should declarant obtain title to Public Lands 13-12-31-2850-OPL previously dedicated to the County, in good faith parties shall annex, amend land use and MPD consistent with 2025 MPDA.

Section 4. MPD Development Review Process

The MPD Master Plan generally depicts the layout of the Project and delineates the approximate property boundaries, project entrances, general location of tracts and intended uses, which may be further refined. MPD Master Plan satisfies the requirements of the City's Comprehensive Plan, the LDR, and other City regulations, including but not limited to City Ordinance 2024-06 and can proceed directly to applications for preliminary plat or site plan approval.

Including the **exception of PUD performance standards**, as outlined in Ordinance 2024-06, Master Planned District zoning category, the Veranda Bay MPD aligns with the City's Land Development Regulations.

Tract	Type of Development	Projected Units		Projected Start of Development		Projected Completion	
A1	Low Density Single-Family Residential (SFR) Units	122	units	Q4	2022	Q4	2030
B	Low Density Residential Units, Townhomes, Condos or Single Family	58	units	Q4	2026	Q4	2030
C	Low Density Residential Units, Townhomes, Condos or Single Family	45	units	Q4	2027	Q4	2030
E	Multi-Family Condos	152	units	Q4	2026	Q4	2030
	Yacht Club - Commercial	16,200	sq. ft.	Q4	2025	Q4	2030
M	Marina / Yacht Basin	12	Acres	Q4	2025	Q4	2030

In the event development activities cease for a period of ten (10) years, the agreement expires unless agreed to by both parties.

SECTION 5. MODIFICATIONS TO DEVELOPMENT AGREEMENT AND MPD MASTER PLAN

Minor Modifications – are modifications to location of tracts, roadways, sidewalks/pathway systems and other improvements and deemed to be de minimis and approved administratively through designated Land Use Authority (LUA).

Minor modifications do not include:

(1) modifications to the maximum building height (35') nor
(2) changes to the maximum permitted residential units.

SECTION 6. PERMITTED USES

Residential Uses

- Single Family
- Townhome
- Duplex Condominium
- Multi-Family

Commercial Uses

- Commercial or Private Marina
- Ship Store
- Fueling Station
- Personal and Professional Services
- Retail
- Restaurants
- Farmers Markets
- Mooring Docks
- Water Taxi
- Mixed Use
- Townhome/Duplex
- Multi-family
- Condominium

Open Space forty Percent (40%)

- Preserved Lands
- Passive Recreation
- Conservation area
- Marina Basin
- Buffers and wetlands

SECTION 7. VEHICULAR/NON-VEHICULAR, PEDISTRIAN ACCESS AND INTERCONNECTIVITY

Master Plan integrates pedestrian, bicycle, and vehicular traffic circulation system within the project and adjacent Right-of-ways. All uses have access to roadways or shared driveways. The City shall be granted access at all times to the private roadway to ensure safety and compliance. Declarant to coordinate with Flagler County School District for school bus stop location.

SECTION 8. LAND DEVELOPMENT CODE AND PARTIAL NON-APPLICABILITY

Master Planned Development (MPD) Master Plan - conflict between terms of Development Agreement and Master Plan, provisions of Development Agreement shall prevail. In event of inconsistency or conflict between terms of Development Agreement and Land Development Code, Development Agreement shall prevail. Where requirements are not contained in Development Agreement, the Land Development Code shall apply.

Excluding performance standards for the Veranda Bay Marina Master Planned District (MPD) zoning outlined in Master Plan and codified through the Development Agreement, the City's Land's Development Code in effect when annexed into the City proper, shall be applied. Subsequent changes.

SECTION 9. FACILTITY COMMITMENTS

Pg. 10 of 47 MPDA

(a) The city is not responsible for construction or creation of public facilities, or to facilitate the development within the project. The city warrants it has and shall maintain potable water and wastewater capacity for the Project. The declarant may at its sole discretion and without objection, construct private services or obtain services from other providers including adjacent municipalities.

(b) Private and Public Improvements – the declarant agrees to construct the following on-site improvements, at declarant's sole and exclusive expense, as a condition of the Development Agreement, and in addition to payment of all impact fees, unless otherwise provided:

(1) Private Improvements:

a. Parking areas
b. Utilities
c. Master stormwater system
d. Sidewalks
e. Lighting
f. Recreational facilities
g. Perimeter buffer
h. Landscaping
i. Trails /Hubs

The City has shown nexus between legitimate City interest, and the conditions imposed herein. Conditions imposed are proportional to the impacts the development has on the public, based on determination by studies that conditions are related in nature and to the extent of impacts from proposed project.

Disclosure: the declarant acknowledges impact fees in effect (pg. 10 of 47. Line 22). The City discloses the that Veranda Bay and Summertown's impact are taken into consideration in the current Mobility Plan Assessment as required to implement a mobility impact fee. Additionally, the City discloses the upcoming Parking Plan Assessment, and hereby disclose it has yet to assess/study impacts and subsequently what the impact if any for a marina, dry, and wet slips.

iii. Nothing herein shall be deemed a prohibited exaction Section 70.45 Florida Statute, and declarant agrees he has not suffered any damages under that statute.

(c) Sidewalks and Pedestrian Paths: Internal, integrated system of sidewalks. Pedestrian maintain access to all uses, as reasonable and practical, and homeowners responsible for community 5' sidewalks, internal roadway system. Declarant provide stabilized pedestrian trails as permissible for purposes of providing recreational opportunities, connectivity, and open space.

(d) Stormwater system – the declarant shall be responsible for designing, permitting, constructing, and maintaining the means of conveyance of stormwater runoff within the Project, including not limited to all stormwater lines, ditches, culverts, and other stormwater facilities that are necessary to convey and treat stormwater runoff. Conceptual model included subject to final permitting including not limited to City's site plan/plat approval.

(e) Parks and Recreation: 1100 acres, boating ramp, active and passive recreation, plus declarant shall dedicate or cause to be conveyed to City a two (2) acre park site with direct access to John Anderson Highway, satisfies the City's Park and Recreation LOS.

(f) Community Development Districts: acknowledges that the Annexed Property is subject to Gardens at Hammock Beach CDD, initially established by Flagler County. The agrees it shall accept and acknowledge the powers granted to the CDD by law, and agree to execute all documents necessary or take action to transfer local government jurisdiction to the City, and agrees that in good faith will assist to amend the district's existing boundaries. DREW pg. 12 lines 10-17.

SECTION 10. DEVELOPMENT STANDARDS

Parking

a. Parking requirements for each Tract shall be consistent with the LDR, unless provided for elsewhere in the MPD Agreement. Aggregate number of parking spaces shall be satisfied (shared parking and facilities may serve more than one tract/use) including mixed uses with different operating times and peak hour parking. Multifamily development shall require 1.75 parking spaces/unit

Open Space

b. Open Space to be maintained by Community Development District or HOA. Open Space 40% of gross area, equivalent to 42 acres, of which 17% of the project dedicated to as conservation. Open Space to be maintained by Community Development District or HOA. Open Space Requirement met.

Water/Wastewater/Reuse

c. Declarant shall convey all on site water, wastewater, and reuse improvements. The City shall not charge fees to CDD or property owners for use of City reuse for common areas the later of 01/01/2036 or for ten years after the City provides reuse water to Project. The City shall not require declarant to pre-pay water and sewer impact, connection, or CIAC fees until City issues building permit.

Transportation

d. Transportation – Declarant obligated to comply with FDOT requirements for impacts to SR 100; and shall construct improvements as may be provided for impacts to John Anderson Highway at time deemed necessary; and shall be obligated for all costs of design, permitting, and construction of all traffic improvements identified in the Transportation Study.

Drainage

e. Drainage – Declarant shall construct and maintain stormwater management system that provides treatment and attenuation as required by SJRWMD (SJRWMD) and the LDR. Stormwater piping, swales, and ditches shall be designed to convey a five (5) year, twenty-four (24) hour storm event. Stormwater detention facilities shall be designed to meet water quality and attenuation requirements of SJRWMD.

Landscaping, Tree, and Vegetation Protection

f. Landscaping, Tree and Vegetation Protection: Declarant shall record an encumbrance or easement on its property adjacent to John Anderson Highway ensuring the buffer along John Anderson Highway is 100' average width along the eastern side of the ROW. – See Buffers Map @mtg 09/18.
    a. Landscaping design shall comply with Exhibit D. No potable water shall be used for irrigation after sufficient stormwater or reclaimed water capacity becomes available.
    b. Efforts to preserve and enhance design through relation of building, parking, roadway, stormwater includes supplemental landscaping to blend and accentuate residential area, entrances, and other common spaces.
    c. General landscaping parking lots, roadways, entrances, residential, commercial, and other common areas to be landscaped.
        i. Native materials to be used most as possible.
        ii. Residential common areas – fifty percent (50%) total planted consist of native, drought-tolerant or waterwise.
        iii. Native or drought-tolerant include SMRWMD Waterwise Florida Landscapes, Florida Native Plant Society, Gardner's Guide to FL native plant (Osorio 2001) or comparable prepared by FL Dept of Ag, Florida Fish & Wildlife, FDEP. All ornamental beds and lawn will have supplemental irrigation.
        iv. Shall require three (3) shade trees SFR detached and commit to incorporate drought-tolerant vegetation, and investment in in reuse water distribution system, removal of trees and vegetation protection allowed to extent removal is necessary to provide for stormwater, utilities, recreational opportunities, building footprint, roadways, sidewalks, paths, and dying trees as noted by a licensed arborist may be removed and/or are exempt. All species of pine trees may be removed without mitigation or permit.
        v. During site plan and/or platting tracts, declarant shall provide the City a tree survey depicting location of viable specimen trees within tract with DMB 30" or greater. LIST OF DISTINCT TREES and add to DEFINITION page 16 line 8
        vi. Distinct Tree Mitigation Fee $25 per diameter inch of Distinct Tree Removed. Removal of any one (1) Distinct Tree shall not exceed $4000. page 16 line 18

John Anderson Highway Buffer

(g) Declarant shall record an encumbrance or easement on its property adjacent to John Anderson Highway ensuring buffer along John Anderson Highway is one-hundred foot (100') in average width along eastern side of right-of-way.

Lighting

(h) Future development phases, including pole mounted lighting shall be designed to minimize light pollution to off-site properties.

Fire Protection

(i) Fire Protection: Declarant previously donated to Flagler County a three (3) acre parcel of land for a fire station to serve the Project and residents along John Anderson Highway. Fire protection for the project will be met through a system of fire hydrants installed on the Project. Location of fire hydrants shall be shown on all construction documents, technical site plans, and plats. The Project

shall comply with the City's fire protection requirements and provide fire protections services in accordance with established local response times.

Utilities

(j) The declarant is responsible for any costs associated with extension of City utilities to the Subject Property that may be required to serve this project.

Interconnectivity

(k) Units within the Project shall be interconnected by roadways and sidewalks, as called for by the City's Comprehensive Plan.

The Project shall provide and maintain the minimum number of access drives onto John Anderson Highway.

Wetland Protection

(l) All wetlands within the MPD identified using the methodology outlined in Florida Administrative Code. Wetland delineations shall be conducted by a qualified Florida environmental professional The survey shall clearly delineate the wetland jurisdictional line and the required upland buffer boundary.

Signage

(m) Signs shall comply with the LDR, unless otherwise provided herein.

Neighborhood entrance shall have a maximum height of twelve (12) feet and a maximum signage area of one hundred (100) square feet.

Commercial Ground signs shall be permitted with a maximum signage area per sign of three hundred twenty (320) square feet and a maximum height of ten (10) feet.

Entrance features such as walls, architectural icons, water features, landforms, landscaping, or other effects that announce and signify arrival are permitted.

Temporary Facilities

(n) Temporary support facilities shall be permitted for a period of ten (10) years, at which time sales offices, model homes, development trailers and real estate offices shall be transitioned into a permanent use.

Model homes shall not be deemed commercial activities.

The City shall permit the construction of Model Homes during the development of phase /or tract.

Rental Program

(o) All or any portion of the Project's Tracts, (except Tract A-1 and Tract F) permitted for long-term, short-term, resort residential, or resort condominium rental programs or any third-party rental program operators approved by the Declarant.

Short-term vacation rentals shall be prohibited.

Marina

(p) The design, permitting and construction of the Marina located on Tract M shall be governed by permits issued by State and Federal agencies.

The development of the Marina shall:

(i) participate in the FDEP Clean Marina program, and

(ii) remain exempt from Chapter 22, Art IV of the City Code of Ordinances.

The Marina may, at Declarant's sole discretion, include wet and dry slips, transient or permanent slips, fueling facilities, pump out station, a boat ramp and any uses permitted as commercial use.

Dry slips shall be used solely for the maintenance and repair of boats and not for long-term storage.

City Planner comments: The City discloses it has yet to assess/study impacts and accordingly what impacts if any subsequently from a marina, dry, and wet slips.

Age Restriction

(q) Nothing in the Development Agreement shall prohibit any age restriction requirements or use permitted by Federal or State law.

Accessory Uses

(r) Typical residential accessory uses will be allowed, including but not limited to: decks, swimming pools, patios, air conditioning units, walkways, and sidewalks.

Accessory uses and structures will be allowed in accordance provided uses and structures are customarily incidental and clearly subordinate to the principal use.

Pools, covered pools, patios, outdoor fireplaces, decks, and gazebos, either attached or detached from the principal use structure, may be constructed up to a minimum of five (5) feet from the rear or side property boundary**.**

SECTION 11. PHASING OF DEVELOPMENT

Multiple Phases

The Declarant shall submit a Preliminary Plat or Site Plan for the relevant phase.

Each Tract of the Project will include infrastructure to support the proposed uses, including water and wastewater service, drainage, private roads, vehicular, and pedestrian access facilities.

All infrastructure necessary to support each phase that is constructed on the Subject Property shall be constructed concurrently with, or prior to construction of that phase of the Project, as approved by the City, and prior to the issuance of building permits for that phase.

Roadways

Roadways shall be constructed concurrently with development of adjacent lots.

Contiguous roadways will be available at all times prior to the issuance of building permits for that phase

Internal sidewalks shall be constructed adjacent to each residential lot at the time the home is constructed and prior to the Certificate of Occupancy**.**

Clearing/Grading

The City may issue permits for clearing, grading, and earthwork for portions of the Subject Property before approving final construction plans; however, permits required for land clearing, grading, and earthwork must be obtained.

SECTION 12. LOT AND BUILDING STANDARDS

Residential

Type	SF	Multi-family	Town House	Multi-family Marina
Min. Distance Between Buildings*	10’	10’	10’	**10’**
Min. Bldg. Setback to Water	20’	20’	20’	**10’**
Max. Bldg. Height**	35’	35’	35’	**35’**
Min. Front Bldg. Setback to Property Line	15’	15’	10’	**10’**
Min. Bldg. Rear Yard Setback***	10’	10’	10’	**10’**
Minimum Front Setback from Right of Way	20’	N/A	20’	**N/A**
Minimum Bldg. Side Street or Rear Yard Setback	10’	10’	10’	**10’**
Min. Lot Size (SF)	4,000 sf	N/A	1,600 sf	**N/A**
Minimum Lot Width	40’	N/A	16’	**N/A**
Max. Impervious Surface Ratio****	**70%**	**80%**	**80%********	**80%********

* If Town Houses are developed within a Commercial District, the dimensional standards for Town Houses shall control.

** In the event the City increases its max building height limitations, the Declarant may elect to increase its maximum building height to such new limit.

*** Impervious Surface Ratios shall be applicable to each Tract.

****Minimum open space shall be forty percent (40%) of the entire MPD gross area.

Commercial and Mixed-Use (residential above)

Min. Lot Width	60'*
Min. Lot Size	**12,000 sf**
Min. Bldg. Side Setback	**0'**
Min. Bldg. Street-Side Setback	**10'**
Min. Bldg. Front Setback	**10'**
Max. Bldg. Height**	**35'**
Min. Bldg. Rear Setback	**10'**
Minimum Bldg. Setback to MPD Property Line	**20'**
Max. Impervious Surface Ratio***	**80%********

If Town Houses are developed within a Commercial District, the dimensional standards for Town Houses shall control.

** In the event the City increases its max building height limitations, the Declarant may elect to increase its maximum building height to such new limit.

*** Impervious Surface Ratios shall be applicable to each Tract.

****Minimum open space shall be forty percent (40%) of the entire MPD gross area.

Architectural Style

All architectural standards and requirements shall be determined, approved, and enforced by the Developer.

Developer voluntarily electing to impose the City's existing *Commercial Architectural Design Standards* that are governed by the City's LDR, Section 2.04.02.

Flagler Beach design guidelines were based on existing land uses, zoning classifications, desired development characteristics and geographic locations.

To represent the distinct commercial district character of Flagler Beach and create a functional whole, commercial and mixed- use districts each will emulate the design guidelines to illustrate general principles that will assist to preserve and enhance the desired character. Per the LDR, Section. 2.02.04, the design guidelines are not be construed as prescriptive standards – they offer designers a flexible tool for quality and innovation.

Common elements are Streetscape Design, Sidewalks, Street Trees, Lighting, Signage, Street Furniture, Parking and Vehicular Circulation, Public Open Space, Service, Refuse, and Delivery Design, Landscaping, Architectural Style.

While the architectural requirements do not recommend a specific design theme, the recommended four (4) architectural styles a include:

- Florida Frame Vernacular,
- Key West Caribbean Style,
- Bungalow Style, and
- Classic Revival.

SECTION 13. PERMITS AND APPROVALS

~~The subdivision of property for any Tract shall not require platting and the Declarant may convey a Tract by metes and bounds and without platting~~.

The failure of the Development Agreement to address any specific State or Federal permit, condition, term, or restriction shall not relieve the Declarant of the requirement of complying with the law governing said permitting requirements, conditions, terms, or restrictions.

All required City, County, State, or Federal permits shall be obtained prior to commencement of construction

Development Agreement is not a Preliminary Plat approval, and the Declarant remains responsible for complying with all provisions of the LDR, unless provided elsewhere in this Development Agreement.

Open burning shall be prohibited during development and property owners shall be subject to the City's LDR.

SECTION 14. DEVELOPMENT FEES

The Declarant acknowledges and agrees that the City has enacted citywide impact fees and may in the future increase the amount of those fees.

The Declarant acknowledges that the Project shall be subject to all fees in effect at the time of permitting.

Declarant shall not be charged impact fees for the marina wet slips or dry slips. **City DISCLOSURE*

Conditions imposed are proportional to the impacts the development has on the public, based on determination by studies that conditions are related in nature and to the extent of impacts from proposed project.

Disclosure: the declarant acknowledges impact fees in effect (pg. 10 of 47. Line 22). The City discloses the that Veranda Bay and Summertown's impact are taken into consideration in the current Mobility Plan Assessment as required to implement a mobility impact fee. Additionally, the City discloses the upcoming Parking Plan Assessment, and hereby disclose it has yet to assess/study impacts and subsequently what the impact if any for a marina, dry, and wet slips.

iii. Nothing herein shall be deemed a prohibited exaction Section 70.45 Florida Statute, and declarant agrees he has not suffered any damages under that statute.

SECTION 15. LONG-TERM MAINTENANCE COMMON AREAS

The Declarant shall dedicate maintenance and control of common areas to:

(i) the existing community development district,

(ii) a property owners association or

(iii) other entity accepted by the LUA.

SECTION 16. BREACH, ENFORCEMENT, ALTERNATIVE DISPUTE AND CONFLICT RESOLUTION
SECTION 17. NOTICES
SECTION 18. SEVERABILITY
SECTION 19. SUCCESSORS AND ASSIGNS.
SECTION 20. GOVERNING LAW, VENUE AND COMPLIANCE WITH LAW.
SECTION 21. TERM/EFFECTIVE DATE.
SECTION 22. RECORDATION
SECTION 23. THIRD PARTY RIGHTS
SECTION 24. SPECIFIC PERFORMANCE / TIME IS OF THE ESSENCE
SECTION 25. ATTORNEYS' FEES
SECTION 26. FORCE MAJEURE
SECTION 27. INDEMNIFICATION
SECTION 28. ENFORCEMENT: CITY'S RIGHT TO TERMINATE DEVELOPMENT AGREEMENT.
SECTION 29. CAPTIONS
SECTION 30. EXHIBITS
SECTION 31. INTERPRETATION
SECTION 32. FURTHER ASSURANCES
SECTION 33. COUNTERPARTS
SECTION 34. MODIFICATIONS, AMENDMENTS AND NON-WAIVER
SECTION 35. ENTIRE AGREEMENT AND EFFECT ON PRIOR AGREEMENTS

ORDINANCE 2025-24
VERANDA BAY REZONING
APPLICATION NO. PRZ25-0001

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING THE OFFICIAL ZONING MAP DESIGNATION FOR APPROXIMATELY 234 ACRES OF CERTAIN REAL PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Flagler Beach, as the governing body of the City, pursuant to the authority vested in Chapter 163 and Chapter 166, Florida Statutes and the City of Flagler Beach Land Development Regulations, is authorized and empowered to consider applications relating to zoning; and

WHEREAS, the City of Flagler Beach is in receipt of a request to amend the official zoning map for the property described herein; and

WHEREAS, the above described property is presently zoned Planned Unit Development (Flagler County Designation), Reserved and Single Family Residential (City of Flagler Beach Designations) and the request is to have the property rezoned as Master Planned Development; and

WHEREAS, the request is in accord with the Future Land Use Map designation of the subject property, and is complaint with all applicable Objectives and Policies of the City of Flagler Beach Comprehensive Plan; and

WHEREAS, the Planning and Architectural Review Board (PARB) has recommended the City Commission change the Official Zoning Map to reflect a new designation for the subject property as Master Planned Development; and

WHEREAS, the City Commission has considered the findings in the staff report and the following findings of fact:

1. The rezoning is consistent with the purposes, goals, objectives, and policies of the City of Flagler Beach Comprehensive Plan;
2. The rezoning is compatible with the Land Development Regulations, and generally consistent with the uses and character of the land surrounding and in the vicinity of the land proposed for rezoning;
3. The rezoning will result in a logical, timely and orderly development pattern;

4. The staff report has demonstrated sufficient justification that there are changed circumstances, which would require the rezoning request.

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AS FOLLOWS:

SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS. The above recitals (whereas clauses) are hereby adopted as the legislative and administrative findings of the City Commission of the City of Flagler Beach.

SECTION 2. OFFICIAL ZONING MAP AMENDED. The approximately 234 acre subject area generally located along the east and west of John Anderson Highway, and directly south of State Road 100 as legally described in Exhibit "A" and depicted in Exhibit "B", attached hereto, is hereby amended from the Flagler County designation of Planned Unit Development and City of Flagler Beach designations of Reserved and Single Family Residential to Master Planned Development (MPD).

SECTION 3. CONFLICTS. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. INCORPORATION OF DEVELOPMENT AGREEMENT. The Veranda Bay Master Planned Development Agreement attached hereto as Exhibit "C" is incorporated into this Ordinance by reference as if fully set forth herein and development upon the property here rezoned shall be consistent with its terms..

SECTION 5. SEVERABILITY. If any section, subsection, sentence, clause, phrase or provision of this Ordinance is held to be unconstitutional or otherwise invalid by a court of competent jurisdiction, such unconstitutionality or invalidity shall not be construed as to render unconstitutional or invalid the remaining provisions of the Ordinance.

SECTION 6. EFFECTIVE DATE. This Ordinance shall become effective immediately upon the effective date of Ordinance No. 2025-_____, as adopted by the City Commission of the City of Flagler Beach, Florida. If Ordinance No. 2025-____ does not become effective, then this Ordinance shall become null and void.

APPROVED on First Reading the _____ day of _____2025.

ADOPTED on Second Reading after due public notice and public hearing this _____day of _____, 2025.

ATTEST:

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

_____
CITY CLERK

_____
Patti King, Mayor

APPROVED AS TO FORM AND LEGALITY:

_____
DREW SMITH, CITY ATTORNEY

Serial Number
25-00351F

Observer
You. Your Neighbors. Your Neighborhood.
PalmCoastObserver.com

Palm Coast Observer
Published Weekly
Palm Coast, Flagler County, Florida

COUNTY OF FLAGLER

STATE OF FLORIDA

Before the undersigned authority personally appeared Nancy Kay Raymond who on oath says that he/she is Publisher's Representative of the Palm Coast Observer a weekly newspaper published at Palm Coast, Flagler County, Florida; that the attached copy of advertisement,

being a Public Notice

in the matter of Ordinance No 2025-23, 2025-24

in the Court, was published in said newspaper by print in the

issues of 9/25/2025

Affiant further says that the Palm Coast Observer complies with all legal requirements for publication in chapter 50, Florida Statutes.

*This Notice was placed on the newspaper's website and floridapublicnotices.com on the same day the notice appeared in the newspaper.

N. Kay Raymond
Nancy Kay Raymond

Sworn to and subscribed, and personally appeared by physical presence before me,

25th day of September, 2025 A.D.

by Nancy Kay Raymond who is personally known to me.

Sara Hubert
Notary Public, State of Florida
(SEAL)

SARA HUBERT
NOTARY
My Comm. Expires Sept. 7, 2026
HH 309909
PUBLIC
STATE OF FLORIDA

CITY OF FLAGLER BEACH NOTICE OF PUBLIC HEARING

The City Commission proposes to adopt Ordinance No. 2025-24 entitled:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING THE OFFICIAL ZONING MAP DESIGNATION FOR APPROXIMATELY 220 ACRES OF CERTAIN REAL PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

The City Commission proposes to adopt Ordinance No. 2025-23 Entitled:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING THE COMPREHENSIVE PLAN FUTURE LAND USE MAP DESIGNATION FOR APPROXIMATELY 220.01 ACRES OF CERTAIN REAL PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Applications have been submitted to rezone this property from Planned Unit Development (PUD), Reserved (R) and Single Family Residential (R1) Zoning Districts to the Master Planned Development (MPD) Zoning District, and to amend the Future Land Use Map designation of the property from Agriculture, Conservation, and Mixed Use: High Intensity to Low Density Residential and Commercial. All lands are located as depicted in the Location Map provided below.

PUBLIC HEARINGS ARE SCHEDULED TO BE HELD AT CITY HALL, 800 S. 2ND STREET, FLAGLER BEACH, FLORIDA AS FOLLOWS:

PLANNING AND ARCHITECTURAL REVIEW BOARD TUESDAY, OCTOBER 7, 2025 AT 5:00 P.M.

1ST READING CITY COMMISSION THURSDAY, OCTOBER 9, 2025 AT 5:00 P.M. OR AS SOON THEREAFTER AS POSSIBLE.

2ND READING CITY COMMISSION THURSDAY, NOVEMBER 13, 2025 AT 5:30 P.M. OR AS SOON THEREAFTER AS POSSIBLE.

ALL INTERESTED PARTIES ARE INVITED TO ATTEND.

PLEASE DIRECT ANY QUESTIONS TO THE CITY OF FLAGLER BEACH AT (386) 517-2000 EXT. 233.

The public hearings may be continued to a future date or dates. The times and dates of any continuances of a public hearing shall be announced during the public hearing without any further published notice. The request will be heard at 5:30 PM, or as soon thereafter as possible, in the City Commission chambers located at 105 South Second Street, Flagler Beach, Florida.

If a person decides to appeal any decision made with respect to any matter considered at the above referenced hearings, he/she will need a record of the proceedings. For such purposes, it may be necessary 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 any of these proceedings should contact the City Clerk's Office at 386-517-2000 Ext. 233 at least 48 hours prior to the meeting. For further information about this request, please call the Planning and Building Department at (386) 517-2000 Ext. 233. The public may inspect information that is more detailed during office hours at the Planning and Building Department, 800 S. Daytona Ave.

Location Map



Rep. 26 25-00351F

Exhibit “C”

Veranda Bay

Master Planned Development Agreement

Michael D. Chiumento III, Esq.
Chiumento Law, PLLC.
145 City Place, Suite 301
Palm Coast, FL 32164

---------- [SPACE ABOVE THIS LINE FOR RECORDING DATA] ----------

VERANDA BAY

MASTER PLANNED DEVELOPMENT AGREEMENT

THIS MASTER PLANNED DEVELOPMENT AGREEMENT (this "Development Agreement") is made and entered into this ___ day of _____, 2025 by and between the CITY OF FLAGLER BEACH, a Florida municipal corporation (the "City"), with an address at 105 S. Second St., Flagler Beach, Florida, 32136, and the master developer of the Subject Property, PALM COAST INTRACOASTAL, LLC, a Florida limited liability company with an address at 3129 Springbank Lane, Suite 201, Charlotte, NC 28226 ("PCI" or the "Declarant") and VERANDA BAY INVESTMENTS, LLC, 3129 Springbank Lane, Suite 201, Charlotte, NC, 28226 ("Veranda Bay").

RECITALS

A. In 2005, Flagler County adopted Ordinance 2005-22 recorded at O.R. Book 1429, Page 19, et seq., Public Records of Flagler County, Florida which rezoned and approved the negotiated PUD Development Agreement (the "2005 Development Agreement") for a mixed-use development affecting approximately 1,999 acres of land.

B. As negotiated in the 2005 Development Agreement, the owner conveyed approximately 1,100 acres of land designated as environmental lands to Flagler County for the purpose of public services, preservation, conservation, and public recreation for to benefit the citizens of Flagler County. In addition, the owner conveyed to the County

two parcels of land for a public boat ramp and for public safety. These lands conveyed to the County are collectively called the "Public Land".

C. As negotiated in the 2005 Development Agreement, the remaining +/- 899 acres of land (the "2005 PUD Property") is permitted to be developed as a mixed-use development with a portion of its (234 acres) having been annexed into the City of Flagler Beach, Flagler County, Florida, on the Effective Date of this Agreement

D. PCI owns vacant land totaling +/- 93 acres (the "PCI Land") which was recently annexed into the City of Flagler Beach (**Exhibit "A"**).

E. Subsequent to the effective date of the 2005 Development Agreement, PCI properly developed and conveyed a portion of the 2005 PUD Property (the "Approved Properties"; **Exhibit "A")** to third parties for uses including but not limited to single-family residential lots. The Approved Properties were recently annexed into the City of Flagler Beach.

F. Veranda Bay owns vacant land, totaling +/- 58 acres (the "Veranda Bay Land") which was recently annexed into the City of Flagler Beach (**Exhibit "A"**).

G. The Declarant desires to amend the presently approved development plan for the PCI Land, the Approved Properties and the Veranda Bay Land (collectively, the "Subject Property"; **Exhibit "A"**) by creating a single integrated mixed-use community including a marina and amenities.

H. PCI has the sole authority to rezone the Subject Property as permitted by law and shall be referred to hereinafter as the "Declarant".

I. The City's Comprehensive Plan shows the Subject Property, designated as Low Density Residential and Commercial on its Future Land Use Map.

J. Based upon the finding of facts and conclusions of law, the City Commission determines that this Development Agreement is consistent with the City's Comprehensive Plan, the City's Land Development Regulations (2025) (the "LDR"), and that the conditions, terms, restrictions, and requirements set forth herein are necessary for the protection of the public health, safety, and welfare of the citizens of the City.

K. The City Commission further finds that this Development Agreement is consistent with an exercise of the City's powers under the *Municipal Home Rule Powers Act*, Article VIII, Section 2(b) of the *Constitution of the State of Florida*, Chapter 166, *Florida Statutes*, the *City Charter*, other controlling laws, and the City's police powers.

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

M. The Parties, therefore, desire to rezone the Subject Property, making it subject to this Development Agreement.

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

SECTION 1. RECITALS.

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

SECTION 2. REPRESENTATIONS OF DECLARANT.

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

SECTION 3. THE PROJECT & MPD MASTER PLAN.

(a) The Declarant shall continue to develop the Subject Property as a mixed-use development generally consistent with the MPD Master Plan (**Exhibit "B")** hereinafter referred to as the "Project".

(b) This Project is a mixed-use, low-density development focused on providing significant Open Space, including preserved lands. The Project provides for low-density residential development and a marina village. The residential uses shall include multiple types of housing opportunities such as low-density residential development, medium-density multi-family uses, and high-density multi-family uses; none exceeding thirty-five feet (35') in height. The mixed-use areas identified adjacent to the Intracoastal Waterway ("ICW") are intended to be developed into a commercial or private marina which may include a ship store, fueling station, restaurants, retail uses, or other commercial uses integrated with medium-density to high-density residential uses. The Project will preserve a minimum of forty percent (40%) of the Project's area as Open Space, which includes, but is not limited to, preserved lands subject to passive recreation, conservation areas, a marina basin, buffers and wetlands. Recognizing that approximately 1,100 acres of land were previously dedicated to the County for (i) preservation, (ii) access to the ICW, and (iii) public safety, the Parties agree that the Project benefits the entire Flagler County community, including the residents of the City of Flagler

Beach. The Project's density and intensity are provided below.

Project	234 ac.
Residential units (max.)	377 units (1.6 units/ac)
Commercial density (max.)	16,000 sq ft
Open Space	>40

(c) The MPD Master Plan is conceptual in nature and subject to change as permitted by this Development Agreement. The locations of improvements are graphical in nature and will be located as the Project is designed, permitted and approved by the City. For example, the location of sidewalks, stormwater ponds, and other improvements noted on the MPD Master Plan are not required to be constructed in the exact locations as shown. The Parties agree that all such improvements will be engineered and located on each tract, or portion thereof, as developed and subsequently approved by the City.

SECTION 4. APPROVAL OF MPD DEVELOPMENT AGREEMENT, MPD MASTER PLAN APPROVAL, AND DEVELOPMENT REVIEW PROCESS.

The City Commission, at its regular meeting on _____, 2025 and pursuant to Ordinance 2025-__, adopted this Development Agreement affecting the Subject Property.

(a) The MPD Master Plan generally depicts the layout of the Project and delineates the approximate property boundaries, Project entrances, general location of Tracts and intended uses, all of which may be further refined in the future at the discretion of the Declarant. Moreover, the MPD Master Plan satisfies the requirements of the City's Comprehensive Plan, the LDR, and other City regulations, including but not limited to City Ordinance 2024-06 and can proceed directly to applications for preliminary plat or site plan approval.

(b) This Development Agreement (i) does not affect the entitlements, rights or

responsibilities of any owner of the Approved Properties and (ii) affirms any and all vested rights of the Approved Properties as provided in the 2005 Development Agreement and the Approvals as defined by City of Flagler Beach Ordinance 2025-_ (the "Pre-Annexation Agreement").

(c) The development of the Project has commenced, satisfies all timing or phasing requirements by the City's Comprehensive Plan and LDR, and is therefore deemed to be ongoing. Absent written notice from the Declarant to the City abandoning the Project or terminating this Agreement, this Agreement shall not expire or lapse. Notwithstanding, in the event development activities cease for a period of ten (10) years, this Agreement shall expire unless otherwise agreed to by the parties.

(e) The Parties agree and acknowledge that, in the event, the Declarant obtains title to any portion of those Public Lands (13-12-31-2850-0PL30-0000) previously dedicated to the County, the Parties shall in good faith annex such into the City, amend its land use designation and rezone the property in a manner that is consistent with adjacent lands owned by the Declarant or its assigns.

SECTION 5. MODIFICATIONS TO THE DEVELOPMENT AGREEMENT & MPD MASTER PLAN.

Modifications to the exact location of Tracts, roadways, primary sidewalk/pathway systems, and other improvements generally depicted on the MPD Master Plan are anticipated to change ("Minor Modifications") and shall be approved by the City Manager or its designee (the "Land Use Administrator" or "LUA") during review of construction documents, site plans, or Preliminary Plat for the Project or portions thereof, as long as the development standards contained in this Development Agreement are maintained. Moreover, the Land Use Administrator shall approve a Minor Modification in writing, without City Commission approval, for modifications to the Development Agreement, MPD Master Plan and any construction documents and Preliminary Plat for the Subject

Property, provided that: (1) the maximum building height and maximum number of residential units permitted are not exceeded or (2) the approved plans maintain the general development standards in this Development Agreement. The Declarant may challenge the LUA's denial of a Minor Modification and, in writing, request a hearing before the City Commission which will, in good faith, decide whether the change is deemed a Minor Modification. Only proposed changes that affect criteria (1) or (2) above shall require City Commission approval or be deemed to require a rezoning, as provided by *Florida Statutes*, Chapter 163, or the City's regulations. Otherwise, a Minor Modification or other change shall be deemed to be de minimis and shall be approved by the LUA as provided above.

SECTION 6. PERMITTED USES.

The Declarant agrees to fully comply with the following uses and restrictions on the Subject Property. The Declarant must develop the Project generally consistent with the MPD Master Plan with the following approved uses on each Tract, as provided by the table below. The design standards for the permitted use on each Tract shall comply with design standards provided in Section 12.1, Lot Dimensional Standards, below:

TRACT	ZONING DISTRICT	APPROVED USES
A-1	Residential	SFR, Town House and Conservation
B	Residential	SFR, Town House, Multi-family
C	Residential	SFR, Town House, Multi-family
E	Mixed Use	Mixed-Use, Commercial, Town House, Multi-family, Marina, SFR
F	Residential	SFR and Private Amenity.
M	Mixed Use	Mixed-Use, SFR, Commercial, Town House, Multi-family, Marina

(a) SFR: The purpose of the Single-Family Residential (SFR) uses is to provide areas for detached single-family dwellings and accessory use, including ancillary dwelling units

permitted by State statutes and the Declarant. SFR uses adjacent to the ICW shall be permitted to construct docks in any configuration designated by the Declarant, subject only to State and Federal permitting requirements.

(b) Town House: This use permits two or more attached or shared wall single- family units. Town House may include fee-simple or condominium ownership models. Town House units may be constructed with one car garages, so long as minimum parking standards are met. In addition, duplex homes under single ownership are permitted.

(c) Multi-family: The purpose of multi-family use is to provide areas for attached housing, and medium-density to high-density apartments or condominiums. These uses also allow for assisted living or nursing homes.

(d) Commercial: This use is to provide areas for general commercial, and office uses to meet the community-wide demand for retail, services, business, and employment opportunities. Specific uses are provided by the City Ordinance 2024-06 with additional permitted uses being amphitheaters, farmers markets, mooring docks, water taxi service, and marina facilities. Commercial uses may also include residential uses to establish mixed-use neighborhood nodes consistent with Section 16, below or as provided in Section 6(e).

(e) Mixed-Use: This use supports economic development by providing a specific, defined location where multiple opportunities for working, shopping, entertainment, lodging, and living are provided. Recognizing that Tracts may include both commercial and residential uses, the mixed-use allows development to integrate commercial use with or adjacent to residential (attached or detached) uses to achieve this goal. For example, mixed-use allows for buildings to provide commercial uses on the first floor with residential above.

(f) Conservation: This use allows areas within the Project to generally remain in their

natural vegetative state upon which development may proceed with restrictions. The uses permitted to be developed in Conservation areas are restricted to: 1) open space parks, 2) recreation areas, 3) public facilities/utilities, and 4) uninhabitable structures. The Conservation use designation shall be permitted on any Tract despite not being designated in the table above.

SECTION 7. VEHICULAR/NON-VEHICULAR AND PEDESTRIAN ACCESS, AND INTERCONNECTIVITY.

(a) The MPD Master Plan integrates pedestrian, bicycle, and vehicular traffic circulation systems within the Project and within adjacent right-of-way(s). All uses shall have access to a roadway or shared driveway(s) and may, but are not required to, front on a dedicated road. The City, but not the general public, shall be granted access at all times to all private roadways to ensure that public safety is maintained.

(b) During the subsequent design and development stage of the Project, the Declarant shall coordinate with the Flagler County School District for a school bus stop location.

(c) Vehicular and pedestrian access from the Project to Palm Drive shall be expressly prohibited.

SECTION 8. LAND DEVELOPMENT CODE PARTIAL NON-APPLICABILITY.

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

the MPD Master Plan. Moreover, the Parties agree that the City's LDR (2025) shall be applied and any subsequent changes to such shall have no effect unless the Declarant elects, at its sole discretion, to comply with such change to the LDR.

SECTION 9. FACILITY COMMITMENTS.

(a) Unless provided elsewhere in this Development Agreement or other Agreement, the Declarant agrees that the City is not responsible for the construction or creation of public facilities or capacity to facilitate the development within the Subject Property. As a material inducement for entering into this Agreement, the City represents and warrants that it presently has and shall maintain potable water and wastewater capacity for the Project, each of which is estimated to be 111,000 gallons per day, and the failure to provide such shall be deemed a breach of this Agreement, subject to damages. Therefore, the City shall reserve sufficient potable, wastewater, and reuse water capacity for the Project, and if such reservation cannot be immediately satisfied by the City when requested by the Declarant, the Parties agree that the Declarant may, at its sole discretion and without objection from the City, construct private services or obtain such services from other providers including adjacent municipalities. The City discloses that Veranda Bay and Summertown's impact are taken into consideration in the current Mobility Plan Assessment as required to implement a mobility impact fee. Additionally, the City discloses the upcoming Parking Plan Assessment and hereby disclose it has yet to assess/study impacts and subsequently what the impact if any for a marina, dry, and wet slips.

(b) Private & Public Improvements: The Declarant agrees to construct the following on-site improvements at the Declarant's sole and exclusive expense as a condition of this Development Agreement, and in addition to the payment of all impact fees relating to the development of the Subject Property, unless otherwise provided for herein:

i. Private Improvements: The parking areas, utilities, master stormwater

system, sidewalks, lighting, recreational facilities, and perimeter buffer landscaping.

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

iii. Nothing herein shall be deemed a prohibited exaction under *Florida Statutes*, Section 70.45, and Declarant agrees it has not suffered any damages under that statute.

(c) Sidewalks and Pedestrian Paths: The Declarant shall provide an internal integrated system of sidewalks to ensure that pedestrians maintain access to all uses, so long as such is reasonable and practicable. The Declarant shall require homeowners to construct community sidewalks a minimum of five (5) feet wide on at least one side of the internal roadway system, as may be determined by the Declarant. In addition, the Declarant may provide stabilized pedestrian trails in other areas of the Project, as permissible for the purpose of providing recreational opportunities, connectivity, and open space.

(d) Stormwater System: The Declarant shall be responsible for designing, permitting, constructing, and maintaining the means of conveyance of stormwater runoff within the Project including, but not limited to, all stormwater lines, ditches, culverts, and other stormwater facilities that are necessary to convey and treat stormwater runoff (the "Stormwater System"), as generally depicted on **Exhibit "C".** This is graphical in nature, subject to change and intended to only provide a conceptual model subject to final permitting including but not limited to the City's preliminary plat approvals.

(e) Parks And Recreation: Given (i) the prior conveyance of the Public Lands,

including the public boating facility land to Flagler County, and (ii) the active and passive recreational obligations found herein, and a private, active amenity for the residents, the Project satisfies the City's Comprehensive Plan and the City's recreational level of service.

In addition to the above, the Declarant shall dedicate or cause to be conveyed to the City: (i) a two (2) acre park site with direct access to John Anderson Highway. The parties may mutually agree in writing to the Declarant's design, permitting, and construction of improvements on the aforementioned City park site. In the event such an agreement requires the Declarant to make improvements to the park site, the Declarant shall be entitled to receive City park impact fee credits for the costs of such park improvements.

(f) Community Development Districts: The City agrees and acknowledges that the Annexed Property is subject to the Gardens at Hammock Beach Community Development District, Flagler County, Florida ("District"), Chapter 190, *Florida Statutes*, which was initially established by Flagler County. The City agrees that it shall accept and acknowledge the powers granted to the District pursuant to State law. The City agrees to execute all documents that may be necessary or take any action necessary to transfer the local government jurisdiction to the City, to the extent such may be necessary. The City agrees and acknowledges that it will, in good faith, assist the Declarant, at Declarant's sole discretion, to amend the District's existing boundaries.

SECTION 10. DEVELOPMENT STANDARDS.

(a) Parking: Parking requirements for each Tract shall be consistent with the LDR, unless provided for elsewhere in this MPD Agreement. Minor deviations to parking requirements may be approved by the LUA. The calculation of minimum parking space requirements for the development of any Tract or subsequently platted lot may include excess parking spaces from another Tract or lot, so long as the aggregate number of parking spaces required for both is satisfied. Additionally, the

Declarant may have shared parking facilities serving more than one use or Tract, only if the Declarant provides analysis from a traffic engineer that the different uses or mixed-uses will have different peak hour parking demands and sufficient parking will be provided as required by the LDR. The calculation of minimum parking space requirements for the development of any Tract may be determined by the Declarant, subject to the recommendation of a duly licensed traffic engineer. Multi-family developments shall require 1.75 parking spaces/unit or more, as determined by the Declarant.

(b) Open Space: Minimum open space shall be forty percent (40%) of the Project in its entirety, with a minimum of 42 acres (*17% of the Project*) being dedicated as conservation. Tracts may be developed with less open space, so long as the aforementioned requirement for the Project is maintained. Open space is defined by Ordinance 2024-06 and the flexibility defined therein shall be approved by the Land Use Administrator. Open space shall be maintained by either the Community Development District, a property owners association, a mutually agreeable conservation easement, or other method satisfactory to the Declarant. Based on the obligations of this Development Agreement and the prior conveyance of the Public Lands, the City's open space requirements provided in its Comprehensive Plan, LDR, and other regulations are satisfied.

(c) Water/Wastewater/Reuse: The Declarant shall convey all on site water, wastewater and reuse improvements being served by the City to the City, pursuant to the City's standard utility agreement. The City shall not charge fees to a community development district or a property owners association for the use of City reuse water for common areas the later of (i) January 1, 2036 or (ii) for ten (10) years after the City provides reuse water to the Project. Moreover, the City shall not require the Declarant to prepay water and sewer "impact", "connection" or "CIAC" fees until the City issues a building permit for a residential or non-residential structure.

(d) Transportation: The Parties accept the traffic study performed by Chindalur

Traffic Solutions, Inc. (the "Transportation Study"), including its conclusions which are incorporated herein by reference. Notwithstanding, the Declarant shall be obligated to comply with the Florida Department of Transportation requirements for its impacts to SR100. As for impacts to John Anderson Highway, the Declarant shall construct improvements as may be provided in the Transportation Study and as depicted on the MPD Master Plan ("Traffic Improvements") at such time as deemed necessary in the Transportation Study. The Declarant shall be obligated for all costs of design, permitting, and construction of all required Traffic Improvements identified in the Transportation Study. The Project shall be deemed vested and no additional off-site transportation improvements shall be required by the Declarant.

(e) Drainage: The Declarant shall construct and maintain a stormwater management system that provides treatment and attenuation as required by St. Johns River Water Management District (SJRWMD) and the LDR. Stormwater piping, swales and ditches shall be designed to convey a five (5) year, twenty-four (24) hour storm event. Stormwater detention facilities shall be designed to meet the water quality and attenuation requirements of SJRWMD. Any impact to a flood zone shall be solely regulated by SJRWMD, FEMA or other applicable State and Federal agencies. Permits issued by these agencies shall be determined to ensure that the proposed impact satisfies all City requirements, including but not limited to the City's Comprehensive Plan. As provided in the Pre-Annexation Agreement and upon request, the City shall timely cooperate with Declarant to obtain a CLOMR(s) or LOMAR(s) as issued by FEMA. In addition, the Declarant shall adopt and require construction standards for residential homes to have a finished floor elevation at or above the FEMA 100-year floodplain elevation.

(f) Landscaping, Tree and Vegetation Protection: For any future development, the Declarant shall cause the recording of an encumbrance or easement on its property adjacent to John

Anderson Highway ensuring that the buffer along John Anderson Highway is 100 ft in average width along the eastern side of the right of way.

All other landscaping design and requirements shall comply with those standards provided in **Exhibit "D",** which may be amended from time to time. No potable water shall be used for irrigation after sufficient stormwater or reclaimed water capacity becomes available for the entire Project. Efforts to preserve and enhance the Project's design will be achieved by the Declarant, through adjustments of building, parking, roadway, and stormwater locations and through supplemental landscaping that will blend with the natural look yet carefully accentuate the residential areas, entrances, and other common spaces. General landscaping around parking lots, roadways, entrances, residential and commercial buildings, and other common areas will be landscaped. Native plant materials may be used when possible. Within future residential common areas, fifty percent (50%) of the total planted vegetation, by aerial extent, shall consist of native, drought-tolerant or waterwise vegetation. Native or drought-tolerant plants include those in the SJRWMD's Waterwise Florida Landscapes, the Florida Native Plant Society's list of native landscape plants for Flagler County, A Gardener's Guide to Florida's Native Plants (Osorio 2001), or comparable guidelines prepared by the Florida Department of Agriculture and Consumer Services, SJRWMD, Florida Fish and Wildlife Conservation Commission or Florida Department of Environmental Protection. All ornamental landscape beds and lawn areas will have supplemental irrigation. Flexibility of the MPD Master Plan shall allow for further refinement of site development and landscaping.

The Declarant shall require (i) three (3) shade trees for each future single-family detached lot. Tree and vegetation protection, removal, conservation, and mitigation requirements shall be governed by this Development Agreement. In consideration of (i) the approximately 1,100 acres previously conveyed to the County, (ii) the forty percent (40%) minimum open space required for the Project as

provided in Section 10(b) above, (iii) the Declarant's commitment herein to require three (3) shade trees for each single-family detached lot, (iv) the Declarant's commitment herein to incorporate drought-tolerant vegetation and (v) the Declarant's commitment to a significant investment in a reuse water distribution system, the removal of trees and vegetation shall be allowed to the extent the removal of such is necessary as solely determined by the Declarant, to provide infrastructure, stormwater, utilities, recreational opportunities or finished lots. Mitigation for tree and vegetation removal shall be required as provided in the paragraph below.

During the platting process of individual tracts, the Declarant shall provide the City a tree survey depicting the location of viable specimen trees within the tract being platted as defined by the City's LDR (excluding pine and palm trees) with diameters of thirty inches (30") or greater ("Distinct Trees"). The Declarant shall make efforts to protect Distinct Trees as part of its design and development of individual tracts. If the Declarant or its assigns determines that it is necessary to remove Distinct Trees, the removal shall be allowed, and the Declarant shall mitigate said tree removal by paying to the City a fee (the "Distinct Tree Mitigation Fee"). The Distinct Tree Mitigation Fee shall be calculated as twenty-five dollars ($25.00) per diameter inch of Distinct Trees removed. The Distinct Tree Mitigation Fee shall be due and payable within sixty (60) days after Final Plat approval. Notwithstanding the above, the cost to mitigate the removal of any one Distinct Tree as provided in this section shall not exceed four thousand dollars ($4,000.00). Diseased or dying trees, as certified by a licensed arborist, may be removed by the Declarant and exempt from mitigation as provided in this section.

All other trees and vegetation, including but not limited to all species of pine trees and palm trees, may be removed without mitigation or permit.

A Community Development District, Property Owners Association, or Homeowners Association shall be permitted to use temporary wells and stormwater for the Project's irrigation until

sufficient reuse capacity is available for the entire Project, subject only to permits issued by the state or federal agencies. Notwithstanding the foregoing, private wells shall be prohibited on individual single-family lots.

(g) John Anderson Buffer. For any future development, the Declarant shall cause the recording of an encumbrance or easement on its property adjacent to John Anderson Highway ensuring that the buffer along John Anderson Highway is one-hundred foot (100') in average width along the eastern side of the right of way.

(h) Lighting: For all future development phases, lighting, including but not limited to all pole mounted lighting, shall be designed to minimize light pollution to off-site properties and to comply with the LDR, unless otherwise agreed to by the LUA.

(i) Fire Protection: The Declarant previously donated to Flagler County a three (3) acre parcel of land for a fire station to serve the Project and the residents along John Anderson Highway. Fire protection requirements for the Project will be met through a system of fire hydrants installed on the Project by the Declarant in accordance with City standards. The locations of fire hydrants shall be shown on all construction documents, technical site plans, or preliminary plats. The Project shall comply with the City's fire protection requirements. The City will provide fire protection services to the Project in accordance with established local response agreements.

(j) Utilities: The Declarant shall be responsible for any costs associated with the extension of City utilities to the Subject Property that may be required to serve this Project.

(k) Interconnectivity and Access: All units within the Project shall be interconnected by roadways and sidewalks, as called for by the City's Comprehensive Plan. The Project shall provide and maintain the minimum number of access drives onto John Anderson Highway, as generally depicted on the MPD Master Plan.

(l) Wetland Protection and Management:

(i) Purpose and Intent

The purpose of this section is to provide protection, maintenance, enhancement, and sustainable utilization of wetlands and associated upland buffers within the Project in a manner that reasonably aligns with the City's Comprehensive Plan, state regulatory standards, and best environmental practices. This approach balances ecological sustainability with efficient land development, promoting no net loss of wetland functions while allowing for practical site design. Wetlands will be preserved to support wildlife habitat, water quality, flood control, and aesthetic values, consistent with oversight from agencies such as the SJRWMD and FDEP.

(ii) Wetland Identification and Survey

All wetlands within the MPD shall be identified using the methodology outlined in the Florida Administrative Code. Wetlands may include forested swamps, sloughs, freshwater and tidal marshes, wet prairies, saltwater marshes, and areas adjacent to the Intracoastal Waterway. Roadside ditches, conveyance swales, utility-related drainage features, and stormwater management systems are exempt from these regulations.

Wetland delineations shall be conducted by a qualified Florida environmental professional, and boundaries shall be surveyed by a Florida registered land surveyor, including topographical data. The survey shall clearly delineate the wetland jurisdictional line and the required upland buffer boundary. This information shall be incorporated into all subdivision plats, and development applications submitted for approval.

(iii) Allowed Activities and Development in Wetlands and Buffers

To facilitate reasonable development while preserving wetland integrity, the following activities are permitted within wetlands and required upland buffers, provided they do not result in adverse impacts to wetland functions:

- Authorized wetland restoration, enhancement, monitoring, or mitigation activities with approved permits from FDEP, SJRWMD, or the U.S. Army Corps of Engineers (ACOE).
- Elevated walkways, paths, nature trails, hiking trails, or walking paths not exceeding six (6) feet in width, constructed of wood, environmentally friendly materials, natural materials, or open grid systems.
- Minor drainage structures such as swales or outfall pipes.
- Pruning or planting of suitable native vegetation, including removal of exotic and nuisance plant species (as defined by the Florida Exotic Pest Plant Council Invasive Plant List).
- Manual clearing with hand tools of vegetation on single parcels, maintaining ecological functions like wildlife habitat and nutrient filtration.
- Bona fide agricultural, fire control, silviculture, and mosquito control activities following best management practices from relevant state agencies.
- Utility facilities, including crossings, easements, or rights-of-way for service provision.
- Custodial maintenance of stormwater management systems.
- Driveway installations for single-family units in existing subdivisions where wetland crossings are the only access point, maintaining hydrologic connections and using best management practices.

- Activities qualifying for de minimis alterations under state general permits or Florida Statutes.
- Wetland impacts for access to permissible uses or linear projects, following an approved alternatives analysis for avoidance and minimization, including Florida Department of Transportation projects.

All allowed activities must comply with applicable landscaping and tree protection as provided for in this Agreement.

(iv) Measures to Avoid or Minimize Wetland Impacts

Development within the Subject Property shall prioritize avoidance and minimization of wetland impacts through practicable design modifications. Modifications shall not require fundamental changes to project type or function, nor shall they include economically unviable or technically infeasible options that endanger public safety. Stormwater management systems must not cause net adverse impacts on wetland or surface water functions unless offset by appropriate mitigation per state requirements.

An alternatives analysis shall be conducted for optimal and moderate wetlands (as defined herein) to demonstrate avoidance and minimization efforts.

(v) Wetland Impact Review and Mitigation

Wetland impacts shall be categorized based on quality assessments and require the following analysis and mitigation:

Wetland Category	Description	Requirements
Optimal Wetlands	Named systems associated with surface waters or quality score 0.71 - 1.0	Wetland impact analysis; alternatives analysis; assurance of no net loss of functions; mitigation preferably within City

		boundaries or same hydrologic basin per SJRWMD / FAC; copies of federal/state permits.
Moderate Wetlands	Quality Score 0.41 – 0.70	Wetland impact analysis; alternatives analysis; mitigation in same hydrologic basin; copies of federal/state permits.
Minimal Wetlands	Quality Score 0.0 – 0.40	Wetland impact analysis; mitigation in same hydrologic basin; copies of federal/state permits.

Mitigation shall occur in accordance with Section 373.4135, *Florida Statutes*, allowing use of mitigation banks or off-site regional options outside City jurisdiction if necessary. Impacts to optimal wetlands shall achieve no net loss of functions. All impacts shall be governed by SJRWMD or FDEP permits, which serve as evidence of compliance.

(vi) Wetland Buffers

A natural upland buffer shall be provided adjacent to all wetlands, including saltwater marshes and the Intracoastal Waterway, to protect ecological functions. The buffer shall average no less than twenty-five (25) feet in width across the site, with a minimum width of fifteen (15) feet in constrained areas, unless otherwise permitted by FDEP, SJRWMD or ACOE, provided the overall average meets or exceeds twenty-five (25) feet. This averaging allows for flexible site planning while maintaining equivalent protection.

Buffers shall not be created by filling jurisdictional wetlands. Existing vegetation within buffers shall be preserved or revegetated with native species if disturbed. Allowed and activities within buffers are outlined in Sections 10(l) (iii) and (iv) above.

(vii) Lot Clearing and Development Permits

Prior to lot clearing or development, applicants shall submit:

- A survey delineating wetland and buffer lines.
- Documentation from a qualified environmental professional confirming no detriment to buffer functions.
- Plans for preserving or replanting native vegetation in buffers, as applicable.
- Clearing approvals must also comply with tree and vegetation removal guidelines provided for in this Agreement. Development permits, to the extent required, shall incorporate SJRWMD, FDEP and ACOE approvals for wetland-related activities.

(m) Signage: Signs shall comply with the LDR, unless otherwise provided herein. The design and intent of signage is to ensure adequate means of communication through signage while maintaining the attractive visual appearance within the Project. Signage shall meet the following requirements:

(i) Thoroughfare Neighborhood Entrance Signs. Signage located along any internal road or at any neighborhood entrance shall have a maximum height of twelve (12) feet and a maximum signage area of one hundred (100) square feet. Any entrance feature shall have a maximum height of twenty (20) feet.

(ii) Commercial Signage. Ground signs shall be permitted for the commercial area of the Project with a maximum signage area per sign of three hundred twenty (320) square feet and a maximum height of ten (10) feet. Additional commercial signage and wall signage shall be permitted, including signage at the Marina and Intracoastal Waterway.

(iii) Signage Area. Signage area shall be calculated using the actual text and, if applicable, logo graphics area only. Walls or architectural effects shall not count toward the signage area square feet restriction but shall meet the height restrictions set forth above.

(iv) Entrance Features. Walls, architectural icons, water features, landforms, landscaping, or other effects that announce and signify arrival are permitted for the signage on the Subject Property. Where a sign is incorporated in an entrance feature, the sign height shall be measured from the bottom to the top of the sign copy area.

(v) Ground signage provided for in this section shall be permitted to be constructed in the public right of way.

(n) Temporary Facilities/Model Homes: Temporary support facilities shall be permitted for a period of ten (10) years, at which time sales offices, model homes, development trailers and real estate offices shall be transitioned into a permanent use within the Project. This time period may be extended for successive periods of three (3) years by the LUA. Temporary support facility approval and extension shall be processed by the LUA. The initial application for temporary support facilities will be reviewed and approved by City Staff. Following City Staff approval, a building permit application will be submitted to the City Building Department for review and approval. Residential units may be used as model homes and sales centers (collectively, "Model Homes"). Up to five (5) Model Homes can be constructed, occupied, and operated as sales centers for each Tract of the Project. Sales and leasing activities shall be limited to properties located within the Project. Construction and Certificates of Occupancies shall be issued consistent with the City and State rules, regulations, and codes for residential structures. Model homes shall not be deemed commercial activities. The City shall permit the construction of Model Homes during the development of a Tract so long as a stabilized subbase of an adjacent roadway is available.

(o) Rental Program: Developer reserves the right to place all or any portion of the Project's Tracts, except Tract A-1 and Tract F, in long-term, short-term, resort residential, or resort condominium rental programs operated by Declarant, its affiliates or any third-party rental program

operators approved by the Declarant. Otherwise, short-term vacation rentals shall be prohibited.

(p) Marina: The design, permitting and construction of the Marina located on Tract M shall only be governed by permits issued by State and Federal agencies. Future operations and maintenance shall be governed by City regulations to the extent they are not in conflict with State or Federal laws. The City agrees that said permits shall be deemed to be consistent with the City's Comprehensive Plan, the LDR and other City ordinances. The development of the Marina shall: (i) participate in the FDEP Clean Marina program, and (ii) remain exempt from Chapter 22, Art IV of the City Code of Ordinances. The Marina may, at Declarant's sole discretion, include wet and dry slips, transient or permanent slips, fueling facilities, pump out station, a boat ramp and any uses permitted as commercial use. However, dry slips shall be used solely for the maintenance and repair of boats and not for long-term storage.

(q) Age Restrictions: Nothing in the Development Agreement shall prohibit any age restriction requirements or use permitted by Federal or State law.

(r) Accessory Uses: Typical residential accessory uses will be allowed, including but not limited to: decks, swimming pools, patios, air conditioning units, walkways, and sidewalks. Accessory uses and structures will be allowed in accordance with this Development Agreement, provided such uses and structures are of a nature customarily incidental and clearly subordinate to the permitted or principal use of a structure. Accessory uses or structures contained within or attached to the building containing the principal use shall be considered a part of the principal building and not an accessory building and shall meet the same requirements for setbacks as the main use structure. However, pools, covered pools, patios, outdoor fireplaces, decks, and gazebos, either attached or detached from the principal use structure, may be constructed up to a minimum of five (5) feet from the rear or side property boundary. In no case shall the water's edge of a

swimming pool be located closer than five (5) feet from the side and rear property line. Air conditioning and heating units, pool mechanical equipment, utility meters and other mechanical or utility service features may be located in any required side or rear yard up to a minimum two (2) foot setback to the property line. No accessory structure, excluding yard ornaments, shall be located within the required front yard.

SECTION 11. PHASING OF DEVELOPMENT.

(a) The Project may be developed in multiple phases. Prior to the issuance of any permit for any phase of the Project (and prior to any construction of any improvement, building, or structure on the Subject Property), the Declarant shall submit a Preliminary Plat or Site Plan for the relevant phase. Each Tract of the Project will include infrastructure to support the proposed uses, including water and wastewater service, drainage, private roads, vehicular, and pedestrian access facilities. All infrastructure necessary to support each phase that is constructed on the Subject Property shall be constructed concurrently with, or prior to construction of that phase of the Project, as approved by the City, and prior to the issuance of building permits for that phase. Adequate emergency vehicle access and turnarounds shall be provided at all times.

(b) Roadways shall be constructed concurrently with development of adjacent lots to ensure that contiguous roadways are available at all times prior to the issuance of any building permits for that phase. To avoid unnecessary construction and repair costs, internal sidewalks shall be constructed adjacent to each residential lot at the time the home is constructed and prior to the Certificate of Occupancy, and each home's building permit shall be conditioned on this requirement. Model Homes shall be exempt from this standard until no longer being used as such at which time the owner shall construct the required sidewalk.

(c) The City may issue permits for clearing, grading, and earthwork for portions of the

Subject Property before approving final construction plans; however, all Federal and State permits required for land clearing, grading, and earthwork must be obtained.

SECTION 12. LOT AND BUILDING STANDARDS.

(a) Lot Dimensional Standards: Dimensional standards for each use shall comply with the LDR except as follows:

Type	SF	Multi-family	Town House	Multi-family Marina
Min. Distance Between Buildings*	**10'**	**10'**	**10'**	**10'**
Min. Bldg. Setback to Water	**20'**	**20'**	**20'**	**10'**
Max. Bldg. Height**	**35'**	**35'**	**35'**	**35'**
Min. Front Bldg. Setback to Property Line	**15'**	**15'**	**10'**	**10'**
Min. Bldg. Rear Yard Setback***	**10'**	**10'**	**10'**	**10'**
Minimum Front Setback from Right of Way	**20'**	**N/A**	**20'**	**N/A**
Minimum Bldg. Side Street or Rear Yard Setback	**10'**	**10'**	**10'**	**10'**
Min. Lot Size (SF)	**4,000 sf**	**N/A**	**1,600 sf**	**N/A**
Minimum Lot Width	**40'**	**N/A**	**16'**	**N/A**
Max. Impervious Surface Ratio****	**70%**	**80%**	**80%********	**80%********

* Shall be measured as the distance between walls of adjacent structures.

** In the event the City increases its max building height limitations, the Declarant may elect to increase its maximum building height to such new limit. Notwithstanding, residential structures presently under construction or constructed may exceed this height limitation.

***Except as provided in Section 10 (r), above.

**** Impervious Surface Ratios shall be applicable to each Tract.

Commercial or Mixed-Use with Residential Above Commercial
Site Development Requirements

Min. Lot Width	**60'***
Min. Lot Size	**12,000 sf**
Min. Bldg. Side Setback	**0'**
Min. Bldg. Street-Side Setback	**10'**
Min. Bldg. Front Setback	**10'**
Max. Bldg. Height**	**35'**
Min. Bldg. Rear Setback	**10'**
Minimum Bldg. Setback to MPD Property Line	**20'**
Max. Impervious Surface Ratio***	**80%********

* If Town Houses are developed within a Commercial District, the dimensional standards for Town Houses shall control.

** In the event the City increases its max building height limitations, the Declarant may elect to increase its maximum building height to such new limit.

*** Impervious Surface Ratios shall be applicable to each Tract.

****Minimum open space shall be forty percent (40%) of the entire MPD gross area.

(b) Mixed-Use Dimensional Standards: If a mixed-use is being developed for both residential and commercial uses on the same Lot, then the dimensional standards for the dominant use shall be utilized (residential or commercial uses having the most building gross floor area), unless commercial uses are on the first floor and the residential uses are on above floor(s), then the standards in the above table shall be used. Any conflict in dimensional or design standards for a mixed-use development may be resolved by the Land Use Administrator.

(c) Architecture: All architectural standards and requirements shall be determined, approved and enforced by the Declarant. Notwithstanding, commercial architectural requirements shall be governed by the City's LDR.

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

(a) The failure of the Development Agreement to address any specific State or Federal permit, condition, term, or restriction shall not relieve the Declarant of the requirement of complying with the law governing said permitting requirements, conditions, terms, or restrictions.

(b) All required City, County, State, or Federal permits shall be obtained prior to commencement of construction. This Development Agreement is not a Preliminary Plat approval, and the Declarant remains responsible for complying with all provisions of the LDR, unless provided elsewhere in this Development Agreement. The subdivision of the Subject Property to provide for any Tract shall not require platting as required by Chapter 177, *Florida Statutes*, and therefore the Declarant may convey a Tract by metes and bounds and without platting.

(c) Open burning shall be prohibited during development and property owners shall be subject to the City's LDR.

SECTION 14. DEVELOPMENT FEES.

The Declarant acknowledges and agrees that the City has enacted citywide impact fees and may in the future increase the amount of those fees. The Declarant acknowledges that the Project shall be subject to all fees in effect at the time of permitting. Notwithstanding the above, the Declarant shall not be charged impact fees for the marina wet slips or dry slips.

SECTION 15. COMMON AREAS AND MAINTENANCE.

To ensure the long-term maintenance and control of common areas, the Declarant shall dedicate such areas to (i) the existing community development district, (ii) a property owners association or (iii) other entity accepted by the LUA.

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

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

(b) In the event that a dispute arises between the Parties, the City and Declarant shall attempt to resolve all disputes informally and if they cannot, the Parties agree to engage in pre-suit mediation before a certified Circuit Court mediator selected by the Parties within thirty (30) days of either party making a written request to the other. If the Parties fail to agree to a mediator, a certified mediator will be selected solely by the City. The Parties shall equally pay all costs of mediation.

SECTION 17. NOTICES.

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

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

(c) Any such notice will be deemed effective when received (if sent by hand delivery receipt required) or on that date which is ten (10) days after such notice is deposited in the United States mail (if sent by certified mail).

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

As to the City: City Manager
City of Flagler Beach
City Hall
105 S. 2nd Street
Flagler Beach, FL 32136

As to the Declarant:	Palm Coast Intracoastal, LLC Attn: Kenneth Belshe 3129 Springbank Lane, Ste 201 Charlotte, NC 28226
As to Veranda Bay:	Veranda Bay Investments, LLC Attn: Kenneth Belshe 3129 Springbank Lane, Ste 201 Charlotte, NC 28226
With copies to:	Michael D. Chiumento III, Esq. Chiumento Law, PLLC 145 City Place, Suite 301 Palm Coast, FL 32164

SECTION 18. SEVERABILITY.

The terms and provisions of this Development Agreement are not intended to be severable, unless any term or provision shall be found to be invalid or illegal, in which case the remaining portions of the Development Agreement shall remain valid and binding on the Parties.

SECTION 19. SUCCESSORS AND ASSIGNS.

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

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

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

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

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

(b) Venue for any dispute shall be in the Seventh Judicial Circuit Court in and for Flagler County, Florida, or the Middle District if in Federal court.

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

(d) If State or Federal laws are enacted after execution of this Development Agreement which are applicable to and preclude the Parties' compliance with this Development Agreement, this Development Agreement shall be modified as necessary to comply with the relevant law.

SECTION 21. TERM/EFFECTIVE DATE.

(a) This Development Agreement shall be effective upon approval by the City Commission and execution of this Development Agreement by all Parties (the "Effective Date").

(b) This Development Agreement will expire thirty (30) years from the Effective Date unless renewed in writing by the Parties.

SECTION 22. RECORDATION.

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

SECTION 23. THIRD PARTY RIGHTS.

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

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

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

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

SECTION 25. ATTORNEYS' FEES.

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

SECTION 26. FORCE MAJEURE.

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

SECTION 27. INDEMNIFICATION.

The Declarant shall indemnify and save the City harmless from and against any and all damages caused solely by the Declarant's development of the Subject Property as provided in this Development Agreement. This provision shall exclude any damages arising out of a third party challenging this Development Agreement or any development order issued by the City affecting the Subject Property as defined by State statute.

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

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

(b) The failure by the Declarant to perform its material obligations hereunder shall constitute a default, entitling the City to pursue whatever remedies are available to it under Florida law or equity, including, without limitation, an action for specific performance and/or injunctive relief, or alternatively, the termination of this Development Agreement. Prior to the City filing any action or terminating this Development Agreement as a result of a default under this Development Agreement, the City shall first provide the Declarant written notice of said default. Upon receipt of said notice, the Declarant shall be provided a ninety (90) day period in which to cure the default to the reasonable satisfaction of the City prior to the City filing an action or terminating this Development Agreement. If ninety (90) days is not considered by the Parties to be a reasonable period in which to cure the default, the cure period shall be extended to such cure period acceptable to the City, but in no case shall that cure period exceed one hundred and eighty (180) days from initial notification of default. Upon the judicial termination of the Development Agreement, the Declarant shall immediately be divested of all rights and privileges granted hereunder.

SECTION 29. CAPTIONS.

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

SECTION 30. EXHIBITS.

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

SECTION 31. INTERPRETATION.

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

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

SECTION 32. FURTHER ASSURANCES.

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

SECTION 33. COUNTERPARTS.

This Development Agreement may be executed in any number of counterparts, each of which

shall be deemed an original, but all of which, taken together, shall constitute one (1) and the same document.

SECTION 34. MODIFICATIONS, AMENDMENTS AND NON-WAIVER.

(a) Unless provided for in Section 5, above: (1) Amendments to and waivers of the provisions herein shall be made by the Parties only in writing by formal amendment, and (2) This Development Agreement shall not be modified or amended except by written agreement executed by all Parties hereto and upon approval of the City.

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

SECTION 35. ENTIRE AGREEMENT AND EFFECT ON PRIOR AGREEMENTS.

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

(SIGNATURES INTENTIONALLY TO NEXT PAGE)

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

CITY OF FLAGLER BEACH, FLORIDA

_____

_____, Mayor

ATTEST:

_____

_____, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____

_____, Esq.

City Attorney

The foregoing instrument was acknowledged before me by means of [_] physical presence or [_] online notarization, this _____ day of _____, 2025, by _____, Mayor of the CITY OF FLAGLER BEACH, who is personally known to me.

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

WITNESSES:

"DECLARANT"
PALM COAST INTRACOASTAL, LLC

By:_____
William G. Allen, Jr., Manager

_____
Witness Signature

Print_____
Print Witness Name
Address:_____

_____

_____
Witness Signature

Print_____
Print Witness Name
Address:_____

_____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [_] physical presence or [_] online notarization, this _____ day of _____, 2025, by William G. Allen, Jr., Manager, of Palm Coast Intracoastal, LLC, a Florida limited liability company, (check one) [_] who is personally known to me or [_] who produced _____ as identification.

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

WITNESSES:

"VERANDA BAY"
VERANDA BAY INVESTMENTS, LLC

By:_____
William G. Allen, Manager

_____
Witness Signature

Print_____
Print Witness Name
Address:_____

_____

_____
Witness Signature

Print_____
Print Witness Name
Address:_____

_____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [_] physical presence or [_] online notarization, this _____ day of _____, 2025, by William G. Allen,, Manager, of VERANDA BAY, LLC, a Florida limited liability company, (check one) [_] who is personally known to me or [_] who produced _____ as identification.

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

EXHIBIT "A"

PALM COAST INTRACOASTAL, LLC
LEGAL DESCRIPTION

TRACTS 1A-5, 1A-7, 1A-8, AND 1A-13, AS LOCATED WITHIN THE SUBDIVISION PLAT OF **VERANDA BAY PHASE 1A**, AS RECORDED IN PLAT BOOK 40, PAGES 59 THROUGH 64, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

TOGETHER WITH:

PART OF TRACT 2A-1, TRACTS 2A-4 THROUGH 2A-10, TRACTS 2A-12 THROUGH 2A-14, PART OF TRACT 2A-15, AND TRACT 2A-22, AS LOCATED WITHIN THE SUBDIVISION PLAT OF **VERANDA BAY PHASE 2A,** AS RECORDED IN PLAT BOOK 40, PAGES 65 THROUGH 70, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

ALSO, TOGETHER WITH:

A PARCEL OF LAND IN SECTION 12, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID GOVERNMENT SECTION 12, THENCE DEPARTING SAID SOUTHERLY LINE NORTH 01°30'23" WEST A DISTANCE OF 1,203.23 FEET ALONG THE WESTERLY LINE OF SAID SECTION 12; THENCE NORTH 88°52'15" EAST, A DISTANCE OF 649.96 FEET; THENCE SOUTH 19°00'52" EAST, A DISTANCE OF 1,265.64 FEET; THENCE SOUTH 88°56'30" WEST, ALONG SAID SECTION LINE, A DISTANCE OF 1,030.73 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINING 23.22 ACRES, MORE OR LESS.

APPROVED PROPERTIES
LEGAL DESCRIPTION

TRACT 1A-A, PART OF TRACT 1A-1, TRACT 1A-4, TRACT 1A-6, TRACT 1A-9, TRACT 1A-10, PART OF TRACT 1A-11, AND PART OF TRACT 1A-12, TOGETHER WITH LOTS 43 THROUGH 98, ALL OF THE SUBDIVISION PLAT OF **VERANDA BAY PHASE 1A**, AS RECORDED IN PLAT BOOK 40, PAGES 59 THROUGH 64, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

TOGETHER WITH:

TRACT 2A-B, PART OF TRACT 2A-1, TRACT 2A-2, TRACT 2A-3 AND TRACT 2A-11, TOGETHER WITH LOTS 1 THROUGH 42 AND LOTS 99 THROUGH 122, ALL OF THE SUBDIVISION PLAT OF **VERANDA BAY PHASE 2A**, AS RECORDED IN PLAT BOOK 40, PAGES 65 THROUGH 70, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

VERANDA BAY INVESTMENTS LLC

LEGAL DESCRIPTION

TRACT 2A-A OF THE SUBDIVISION PLAT OF VERANDA BAY PHASE 2A, AS RECORDED IN PLAT BOOK 40, PAGES 65 THROUGH 70, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING 22.64 ACRES, MORE OR LESS.

TOGETHER WITH:

A PART OF SECTION 38 , TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING COMMENCE AT THE SOUTHEAST CORNER OF TRACT 2A-4 OF VERANDA BAY PHASE 2A AS RECORDED IN PLAT BOOK 40, PAGES 65 THROUGH 70 OF THE PUBLIC RECORDS OF SAID COUNTY AND SAID CORNER ALSO LIES ON THE WESTERLY RIGHT OF WAY LINE OF THE FLORIDA INTRACOASTAL WATERWAY; THENCE SOUTH 03°54’39” WEST, ALONG A WESTERLY LINE OF THE HISTORIC CHANNEL OF HAW LOVERS CREEK, A DISTANCE OF 57.72 FEET; THENCE SOUTH 19°27’17” EAST CONTINUING ALONG SAID WESTERLY LINE, A DISTANCE OF 644.30 FEET; THENCE SOUTH 68°58’11” EAST, A DISTANCE OF 113.95 FEET TO A POINT ON SAID FLORIDA INTRACOASTAL RIGHT OF WAY, THENCE SOUTH 21°17’55” EAST, A DISTANCE OF 338.95 FEET TO THE NORTHERLY LINE OF TRACT “PL-3” OF GARDENS AT HAMMOCK BEACH AS RECORDED IN PLAT BOOK 35, PAGES 80 THROUGH ; THENCE WESTERLY ALONG SAID NORTHERLY LINE THE FOLLOWING FIVE COURSES: SOUTH 69°58’00” WEST, A DISTANCE OF 666.02 FEET; THENCE SOUTH 20°00’08” WEST, A DISTANCE OF 243.62 FEET; THENCE SOUTH 69°00’06” WEST, A DISTANCE OF 512.95 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 475.00 FEET AND A CENTRAL ANGLE OF 36°00'11" AND AN ARC DISTANCE OF 298.48 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH 86°59’57” WEST AND A CHORD DISTANCE OF 293.59 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 75°04’31” WEST, A DISTANCE OF 102.42 FEET; THENCE NORTH 43°30’12” WEST, DEPARTING FROM SAID NORTHERLY LINE, A DISTANCE OF 153.12 FEET TO A POINT ON THE MOST SOUTH POINT OF SAID VERANDA BAY PHASE 2A; THENCE NORTHESTERLY AND EASTERLY ALONG THE EASTERLY AND SOUTHERLY LINES OF SAID VERANDA BAY PHASE 2A THE FOLLOWING EIGHTEEN COURSES: THENCE NORTH 40°42’12” EAST, A DISTANCE OF 202.16; THENCE NORTH 10°41’45” EAST, A DISTANCE OF 133.22 FEET; THENCE NORTH 24°30’13” WEST, A DISTANCE OF 127.26 FEET; THENCE NORTH 69°22’08” EAST, A DISTANCE OF 232.49 FEET; THENCE NORTH 20°51’44” WEST, A DISTANCE OF 115.00 FEET; THENCE NORTH 69°22’08” EAST, A DISTANCE OF 129.58 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 11°10’11”; THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 4.87 FEET AND SUBTENDED BY A CHORD BEARING OF NORTH 26°34’59” WEST AND A CHORD DISTANCE OF 4.87 FEET TO A POINT ON SAID CURVE; THENCE NORTH 69°44’10”

EAST, A DISTANCE OF 50.00 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90°22’02”; THENCE NORTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 39.43 AND SUBTENDED BY A CHORD BEARING OF NORTH 24°11’07” EAST AND A CHORD DISTANCE OF 35.47 FEET TO A POINT ON SAID CURVE; THENCE NORTH 21°21’56” WEST, A DISTANCE OF 50.00 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 11°10’11”; THENCE WESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 4.87 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH 74°57’14” WEST AND A CHORD DISTANCE OF 4.87 FEET TO A POINT ON SAID CURVE; THENCE NORTH 20°59'54"WEST, A DISTANCE OF 822.65 FEET TO A POINT OF A CURVE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 5.00 FEET AND A CENTRAL ANGLE OF 90°00’00”; THENCE NORTHEASTRLY ALONG SAID CURVE AN ARC DISTANCE OF 7.85 FEET AND SUBTENDED BY A CHORD BEARING OF NORTH 24°00’06” EAST AND A CHORD DISTANCE OF 7.07 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 69°00’06” EAST, A DISTANCE OF 503.11 FEET; THENCE SOUTH 20°54’52” EAST, A DISTANCE OF 180.00 FEET; THENCE NORTH 69°00’06” EAST, A DISTANCE OF 85.08 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 65.00 FEET AND A CENTRAL ANGLE OF 140°24’30”; THENCE SOUTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 159.29 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH 41°16’28” EAST AND A CHORD DISTANCE OF 122.32 FEET TO THE POINT OF TANGENCY OF SAID CURVE ; THENCE NORTH 69°00’58” EAST, A DISTANCE OF 250.79 FEET TO THE POINT OF BEGINNING. CONTAINING 35.44 ACRES, MORE OR LESS.

EXHIBIT "B"

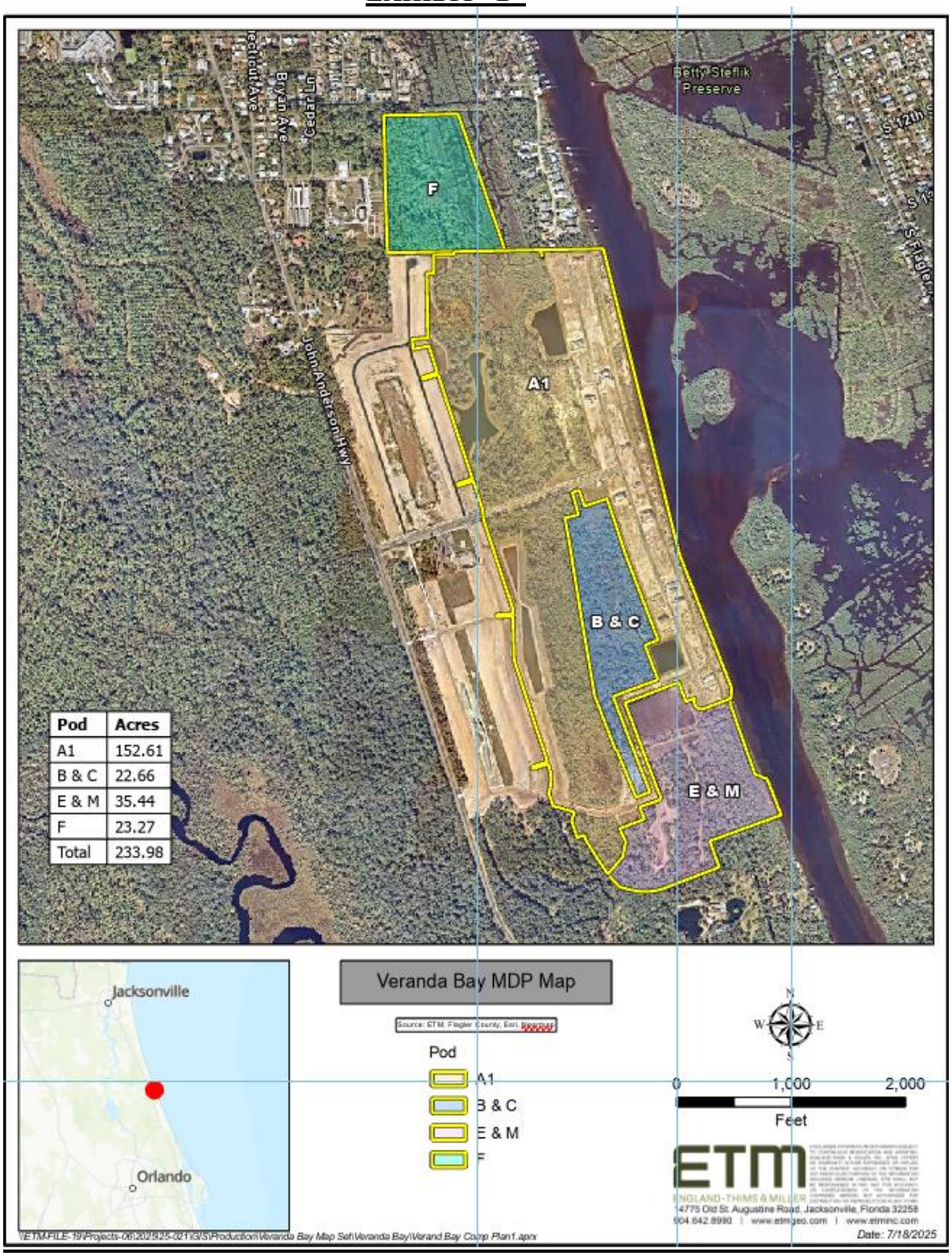

Betty Steflik Preserve
Bryan Ave
Cedar Ln
Pecan Ave
John Anderson Hwy
S 12th
S Flagler
F
A1
B & C
E & M
Pod | Acres
A1 | 152.61
B & C | 22.66
E & M | 35.44
F | 23.27
Total | 233.98
Jacksonville
Orlando
Veranda Bay MDP Map
Source: ETM, Flagler County, Esri
Pod
A1
B & C
E & M
F
N
W
E
S
0
1,000
2,000
Feet
ETM
ENGLAND-THIMS & MILLER
14775 Old St. Augustine Road, Jacksonville, Florida 32258
904.642.8990 | www.etmgeo.com | www.etminc.com
\ETM-FILE-19\Projects-06\2025\25-021\GIS\Production\Veranda Bay Map Set\Veranda Bay\Verand Bay Comp Plan1.aprx
Date: 7/18/2025

EXHIBIT "C"

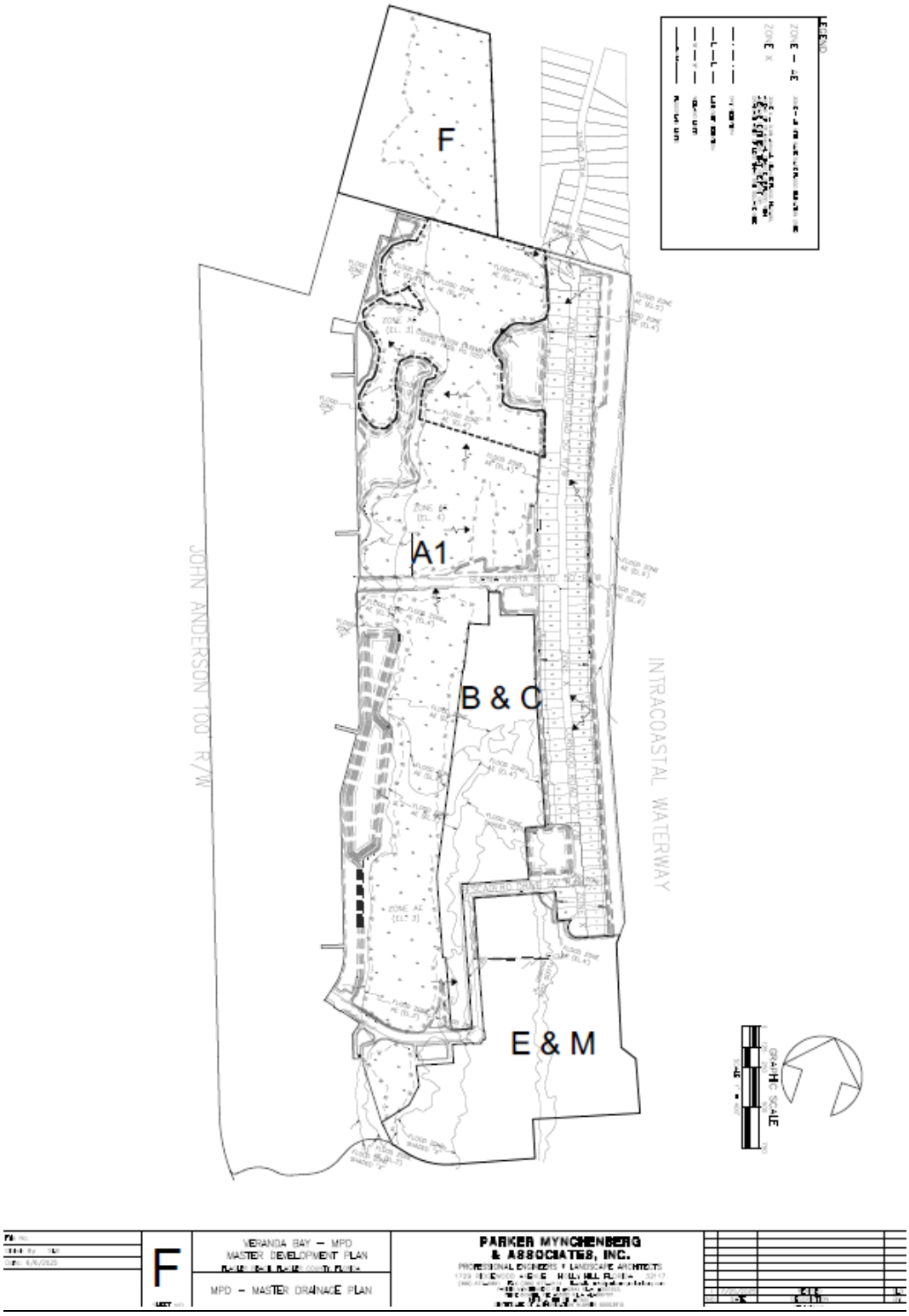

F
A1
B & C
E & M
JOHN ANDERSON 100' R/W
INTRACOASTAL WATERWAY
VERANDA BAY – MPD
MASTER DEVELOPMENT PLAN
MPD – MASTER DRAINAGE PLAN
PARKER MYNCHENBERG
& ASSOCIATES, INC.

EXHIBIT "D"

LANDSCAPE GUIDELINES

GENERAL:
All developed home sites shall be landscaped according to plans approved by the ARC. It is the intent of the ARC that all residential planting be consistent in terms of quantity, mass and quality. All plant material used shall be classified as Florida Fancy. All walls require foundation plantings, and plant height and size shall accentuate and compliment the home's architecture. Tree and palm staking shall be removed no later than 12 months from installation. Landscaping as approved by the ARC shall be complete at the time of submittal of the Builder's Construction Completion Transmittal (Attachment #3) to the ARC. All shrubs, trees, grass and plantings of every kind shall be kept well maintained, properly cultivated and free of trash and other unsightly material.

Each lot's landscaping shall have three general elements: front yard planting, side yard planting and rear yard planting. Plant requirements for each area are contained in the Landscape Design Criteria along with the plant requirements for each area.

LANDSCAPING PLAN:
A basic landscape plan for each home site must be designed by a professional landscape architect or landscape designer and be submitted to and approved by the ARC. The plan is to be submitted along with the other required items at the time of application. It shall incorporate existing vegetation on the site, if any, and show any existing trees to be removed. The landscape plan shall indicate all plant types by botanical and common names, sizes, height, spread, caliper and plant spacing. Additionally, the plants shall be identified on the plan as well as in a master plant list. Tree and shrub placement should take into account the location of utilities and minimize conflicts with water, sewer and electric utilities.

EXISTING TREES:
In order that the natural beauty of the home site may be preserved, no living tree having a diameter of six (6) inches or more, as measured one (1) foot above the natural grade, shall be destroyed and removed from the property unless approved by the ARC in connection with its approval of the plans and specifications for the construction of improvements on the property. The builder shall take special care during construction not to injure or destroy trees or tree root systems including use of protective barriers to keep equipment away from trees.

SHRUBBERY:
In general, no hedge, shrubbery or vegetation of any kind shall be placed in the form of a fence on any lot across the front street line or on either of the side lot lines. The ARC may approve, on a case-by-case basis, hedges on rear side lot lines.

SOD:
All areas within each home site not covered with pavement, buildings, shrubs, or groundcover shall be completely sodded (St. Augustine or Floratam), unless otherwise approved by the ARC.

MULCH:
All planting areas within each home site shall be covered and maintained with two (2) inches or more of pine, cypress, or other suitable mulch. The type of mulch shall be identified on the landscape plan. If rock is to be used, it must be white, gray or brown river rock, and must be identified on the landscape plan.

PLANT MATERIALS:
Plant materials shall equal or exceed the standards for Florida Fancy. The landscape plan shall indicate all plant types by Botanical and common names, sizes, height, spread, caliper and plant spacing. All plant materials are subject to the review and approval of the ARC. No artificial vegetation will be permitted on the exterior of any home.

IRRIGATION:
All landscaped areas shall be provided with an automatic underground irrigation system or sprinkling system connected to a reclaimed water source, a central irrigation system, or a potable water supply. Irrigation must be provided to the back of the curb of the adjacent street and to the shoreline of all portions of a lake, marsh or other watercourse within or adjacent to the home site, except that irrigation of conservation easements is not required. The use of rain sensors shall be incorporated into the design. The homeowner will be subject to rules and regulations concerning irrigation issued by the master association. Irrigation systems shall not draw water from lakes, ponds, or other water management areas, unless approved by the ARC. No well of any kind shall be dug or drilled on any residential lot.

FERTILIZERS AND PESTICIDES:
Only biodegradable fertilizers and pesticides approved by the U.S. Environmental Protection Agency and the Florida Department of Environmental Regulation shall be used.

LANDSCAPE DESIGN CRITERIA

FRONT YARD PLANTING:
All front yard planting to consist of the following:
18' – 24' on average height palm trees
5' accent tree
14' street tree (minimum 2" caliper) - shade tree
3-gallon shrub mass
3-gallon groundcover mass
1-gallon groundcover mass
10-gallon specimen accents

SIDE YARD PLANTING:
All side yard planting to consist of the following:
3-gallon foundation hedge
Foundation plantings to extend 1/3 the length of the home

REAR YARD PLANTING:
All rear yard planting to consist of the following:
Two - 6' shade trees
If any palm tree is to be used, they must be 18' – 24' on average height palm trees
10-gallon shrub mass
3-gallon foundation shrub
3-gallon groundcover mass
10-gallon accent shrubs

CITY OF FLAGLER BEACH
PLANNING & ZONING DEPARTMENT

INTAKE APPLICATION

☐	*Final Site Plan*	☐	*Preliminary Plat*
☐	*Master Site Plan*	☐	*Final Plat*
☐	*Site Development Plan(s)*	☐	*Plat Vacating*
☑	*Rezoning*	☐	*Subdivision Master Plan*
☐	*Comprehensive Plan Amendment*	☐	*Non-statutory Land Division/Parcel Reconfiguration*
☐	*Future Land Use Map Amendment*	☐	*Site Plan Modification (Post approval)*
☐	*Special Exception*	☐	*Development Order Modification*
☐	*Variance*	☐	*Wireless Communication Facility (new structure)*

Application Submittal Date:_____

Fee Paid: $_____. Date Received:_____

Employee Accepting Application (print name):_____

Rejected Date: _____. Rejected by:_____

Reason for Rejection:_____

_____

A. PROJECT NAME: Veranda Bay

B. LOCATION OF SUBJECT PROPERTY (PHYSICAL ADDRESS): John Anderson Drive, Flagler Beach

C. PROPERTY APPRAISER'S PARCEL ID NUMBER(s): See attached Exhibit "B"

_____

D. LEGAL DESCRIPTION: See attached Ex "A" Subdivision Name;_____

_____

Section;_____ Block(s);_____ Lot(s); _____

E. SUBJECT PROPERTY ACRES / SQUARE FOOTAGE:_____

F. FUTURE LAND USE MAP DESIGNATION: AG EXISTING ZONING DISTRICT: PUD

OVERLAY DISTRICT:_____

G. FLOOD ZONE:_____ FEMA COMMUNITY PANEL NUMBER:_____ DATE:_____

H. CURRENT USE OF PROPERTY: Vacant

I. DESCRIPTION OF REQUEST/PROPOSED DEVELOPMENT (ATTACH ADDITIONAL SHEETS) _____

_____

_____

_____

J. PROPOSED NUMBER OF LOTS (If Applicable):_____ Development Phasing: *Yes* ☐ *No* ☐

CITY OF FLAGLER BEACH
PLANNING & ZONING DEPARTMENT

K. LIST BELOW ANY APPLICATIONS CURRENTLY UNDER REVIEW OR RECENTLY APPROVED ASSOCIATED WITH THIS APPLICATION:

L. WATER/SEWER PROVIDER:_____

M. EXISTING MORTGAGE? Yes ☐ No ☑

OWNER:	***APPLICANT/AGENT:***
Name: Palm Coast Intracoastal, LLC	Name: Michael D. Chiumento III, Esq.
Mailing Address: 3129 Springbank Lane, #201 Charlotte NC 28226	Mailing Address: 145 City Place, Suite 301, Palm Coast FL 32164
Phone Number: 386-986-2411	Phone Number: 386-445-8900 ext 102
E-mail Address: kenbelshe@yahoo.com	E-mail Address: Michael3@legalteamforlife.com

MORTGAGE HOLDER:	***ENGINEER OR PROFESSIONAL:***
Name:	Name: Lindsay Haga
Mailing Address:	Mailing Address:
Phone Number:	Phone Number: 904-376-6296
E-mail Address:	E-mail Address: HagaL@etminc.com

SURVEYOR:	***LANDSCAPE ARCHITECT:***
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:

PLANNER:	***TRAFFIC ENGINEER:***
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:

ATTORNEY OF RECORD:	***DEVELOPER:***
Name: Michael D. Chiumento III, Esq.	Name:
Mailing Address: 145 City Place, Suite 301, Palm Coast	Mailing Address:
Phone Number: 386-445-8900 ext 102	Phone Number:
E-mail Address: Michael3@legalteamforlife.com	E-mail Address:

I HEREBY CERTIFY THAT ALL INFORMATION ON THIS APPLICATION IS CORRECT:

Signature of owner OR person authorized to represent this application:

Signature(s):_____ _____

Printed or typed name(s): William G. Allen, Jr., as Manager of Palm Coast Intracoastal, LLC

The foregoing instrument was acknowledged before me by means of ✓ physical presence or __ online notarization this 16th day of, July 2025 by William G. Allen, Jr., as Manager of Palm Coast Intracoastal individual submitted by ✓ Personal Knowledge ___ Satisfactory Evidence: Type _____

Tracey A. Benavides (SEAL)

Signature of Notary Public, State of Florida

TRACEY A. BENAVIDES
Notary Public-State of Florida
Commission # HH 190061
My Commission Expires
January 02, 2026

BUILDING AND PLANNING DEPT.
800 S Daytona Ave
FLAGLER BEACH, FL 32136
Phone (386) 517-2000. Ext. 231

REZONING/FUTURE LAND USE AMENDMENT

REQUIRED ATTACHMENTS

INTAKE SUBMITTAL

- ☐ Application
- ☐ Application fee
- ☐ Concurrency fee (May be deferred until site development application)
- ☐ Ownership Disclosure form (Add'l documentation required if the property owner is a trust or corporation)
- ☐ Owner Authorization Form (Required if the applicant and/or consultant is not the owner)
- ☐ Detailed narrative of amendment (PD Major/Minor Amendment only)

PROJECT No._____

ALL INFORMATION MUST BE PROVIDED FOR APPLICATION TO BE DETERMINED COMPLETE

FUTURE LAND USE AMENDMENT/ REZONING

APPLICATION TYPES

☐ LARGE SCALE FUTURE LAND USE AMENDMENT ONLY ☐ REZONE
☐ SMALL SCALE FUTURE LAND USE AMENDMENT ONLY ☐ REZONE
☐ TEXT AMENDMENT ASSOCIATED WITH LAND USE AMENDMENT
☐ REZONE (NON-PD)**
☐ PD REZONE** ☐ PD REZONE

BUILDING AND PLANNING DEPT.
800 S Daytona Ave
FLAGLER BEACH, FL 32136
Phone (386) 517-2000. Ext. 231

PROJECT

PROJECT NAME: Veranda Bay

PARCEL ID #(S): See attached Exhibit "B"	
LOCATION: John Anderson Drive, Flagler Beach	
EXISTING USE(S): Vacant	PROPOSED USE(S):
TOTAL ACREAGE:	
WATER PROVIDER:	SEWER PROVIDER:
CURRENT ZONING: PUD	PROPOSED ZONING: PUD
CURRENT FUTURE LAND USE: AG	PROPOSED FUTURE LAND USE:

BUILDING AND PLANNING DEPT.
800 S Daytona Ave
FLAGLER BEACH, FL 32136
Phone (386) 517-2000. Ext.231

PROJECT

PROJECT NAME: Veranda Bay	
PARCEL ID #(S): See attached Exhibit "B"	
LOCATION: John Anderson Drive, Flagler Beach	
EXISTING USE(S):	PROPOSED USE(S):
TOTAL ACREAGE:	BCC DISTRICT:
WATER PROVIDER:	SEWER PROVIDER:
CURRENT ZONING: PUD	PROPOSED ZONING: PUD
CURRENT FUTURE LAND USE: AG	PROPOSED FUTURE LAND USE:

APPLICANT

EPLAN PRIVILEGES: VIEW ONLY ☐ UPLOAD ☐ NONE ☐

NAME: Michael D. Chiumento III, Esq.	COMPANY: Chiumento Law, PLLC	
ADDRESS: 145 City Place, Suite 301		
CITY: Palm Coast	STATE: FL	ZIP: 32164
PHONE: 386-445-8900	EMAIL: Michael3@legalteamforlife.com	

CONSULTANT

EPLAN PRIVILEGES: VIEW ONLY ☐ UPLOAD ☐ NONE ☐

NAME: Lindsay Haga	COMPANY: ETM	
ADDRESS:		
CITY:	STATE:	ZIP:
PHONE: 904-376-6296	EMAIL: HagaL@etminc.com	

OWNER(S)

(INCLUDE NOTARIZED OWNER'S AUTHORIZATION FORM)

NAME(S): Palm Coast Intracoastal, LLC		
ADDRESS: 3129 Springbank Lane, #201		
CITY: Charlotte	STATE: NC	ZIP: 28226
PHONE: 386-986-2411	EMAIL: kenbelshe@yahoo.com	

BUILDING AND PLANNING DEPT.
800 S Daytona Ave
FLAGLER BEACH, FL 32136
Phone (386) 517-2000. Ext. 231

CONCURRENCY REVIEW MANAGEMENT SYSTEM (SELECT ONE)

☐ I elect to defer the Concurrency Review that is required by Chapter 163, Florida Statutes, per Seminole County's Comprehensive Plan for the above listed property until a point as late as Site Plan and/or Final Engineering submittals for this proposed development plan. I further specifically acknowledge that any proposed development on the subject property will be required to undergo Concurrency Review and meet all Concurrency requirements in the future. MPD **Final Development Plan may not defer**.

☐ I hereby declare and assert that the aforementioned proposal and property described are covered by a valid previously issued Certificate of Vesting or a prior Concurrency determination (Test Notice issued within the past two years as identified below. Please attach a copy of the Certificate of Vesting or Test Notice.)

TYPE OF CERTIFICATE	CERTIFICATE NUMBER	DATE ISSUED
VESTING:	_____	_____
TEST NOTICE:	_____	_____

☐ Concurrency Application and appropriate fee are attached. I wish to encumber capacity at an early point in the development process and understand that only upon approval of the Development Order and the full payment of applicable facility reservation fees is a Certificate of Concurrency issued and entered into the Concurrency Management monitoring system.

I hereby represent that I have the lawful right and authority to file this application.

PALM COAST INTRACOASTAL, LLC

William G. Allen, Jr., as Manager

SIGNATURE OF OWNER/AUTHORIZED AGENT
(PROOF OF PROPERTY OWNER'S AUTHORIZATION IS REQUIRED IF SIGNED BY SOMEONE OTHER THAN THE PROPERTY OWNER)

7-16-25

DATE

OWNER AUTHORIZATION FORM

An authorized applicant is defined as:

- ✦ The property owner of record; or
- ✦ An agent of said property owner (power of attorney to represent and bind the property owner must be submitted with the application); or
- ✦ Contract purchase (a copy of a fully executed sales contract must be submitted with the application containing a clause or clauses allowing an application to be filed).

I, William G. Allen, as Manager of Palm Coast Intracoastal, LLC, the owner of record for the following described property *[Parcel ID Number(s)]* See attached Exhibit "B" hereby designates Michael D. Chiumento III, Esq. to act as my authorized agent for the filing of the attached application(s) for:

☐ Alcohol License	☐ Arbor Permit	☐ Construction Revision	☐ Final Engineering
☐ Final Plat	☑ Future Land Use Amendment	☐ Lot Split/Reconfiguration	☐ Minor Plat
☐ Preliminary Subdivision Plan	☑ Rezone	☐ Site Plan	☐ Special Event
☐ Special Exception	☐ Temporary Use Permit	☐ Vacate	☐ Variance

OTHER: Petition for Annexation

and make binding statements and commitments regarding the request(s). I certify that I have examined the attached application(s) and that all statements and diagrams submitted are true and accurate to the best of my knowledge. Further, I understand that this application, attachments, and fees become part of the Official Records of Seminole County, Florida and are not returnable.

Palm Coast Intracoastal, LLC

7-16-25
Date

Property Owner's Signature

William G. Allen, Jr., as Manager
Property Owner's Printed Name

STATE OF FLORIDA
COUNTY OF COLLIER

SWORN TO AND SUBSCRIBED before me, an officer duly authorized in the State of Florida to take acknowledgements, appeared William G. Allen, Jr., as Manager of Palm Coast Intracoastal, LLC *(property owner)*, ☐ by means of physical presence or ☐ online notarization; and ☑ who is personally known to me or ☐ who has produced _____ as identification, and who executed the foregoing instrument and sworn an oath on this 16th day of July, 2025.

TRACEY A. BENAVIDES
Notary Public-State of Florida
Commission # HH 190061
My Commission Expires
January 02, 2026

Tracey A. Benavides
Notary Public

EXHIBIT “A”

VERANDA BAY
APPROVED PROPERTIES

LEGAL DESCRIPTION

TRACT 1A-A, PART OF TRACT 1A-1, TRACT 1A-4, TRACT 1A-6, TRACT 1A-9, TRACT 1A-10, PART OF TRACT 1A-11, AND PART OF TRACT 1A-12, TOGETHER WITH LOTS 43 THROUGH 98, ALL OF THE SUBDIVISION PLAT OF **VERANDA BAY PHASE 1A**, AS RECORDED IN PLAT BOOK 40, PAGES 59 THROUGH 64, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

TOGETHER WITH:

TRACT 2A-B, PART OF TRACT 2A-1, TRACT 2A-2, TRACT 2A-3 AND TRACT 2A-11, TOGETHER WITH LOTS 1 THROUGH 42 AND LOTS 99 THROUGH 122, ALL OF THE SUBDIVISION PLAT OF **VERANDA BAY PHASE 2A**, AS RECORDED IN PLAT BOOK 40, PAGES 65 THROUGH 70, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

VERANDA BAY
PROPERTIES OWNED BY PALM COAST INTRACOASTAL, LLC

LEGAL DESCRIPTION

TRACTS 1A-5, 1A-7, 1A-8, AND 1A-13, AS LOCATED WITHIN THE SUBDIVISION PLAT OF **VERANDA BAY PHASE 1A**, AS RECORDED IN PLAT BOOK 40, PAGES 59 THROUGH 64, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

TOGETHER WITH:

PART OF TRACT 2A-1, TRACTS 2A-4 THROUGH 2A-10, TRACTS 2A-12 THROUGH 2A-14, PART OF TRACT 2A-15, AND TRACT 2A-22, AS LOCATED WITHIN THE SUBDIVISION PLAT OF **VERANDA BAY PHASE 2A,** AS RECORDED IN PLAT BOOK 40, PAGES 65 THROUGH 70, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

ALSO, TOGETHER WITH:

A PARCEL OF LAND IN SECTION 12, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID GOVERNMENT SECTION 12, THENCE DEPARTING SAID SOUTHERLY LINE NORTH 01°30'23" WEST A DISTANCE OF 1,203.23 FEET ALONG THE WESTERLY LINE OF SAID SECTION 12; THENCE NORTH 88°52'15" EAST, A DISTANCE OF 649.96 FEET; THENCE SOUTH 19°00'52" EAST, A DISTANCE OF 1,265.64 FEET; THENCE SOUTH 88°56'30" WEST, ALONG SAID SECTION LINE, A DISTANCE OF 1,030.73 FEET TO THE POINT OF BEGINNING. PARCEL CONTAINING 23.22 ACRES, MORE OR LESS.

VERANDA BAY
PROPERTIES OWNED BY VERANDA BAY INVESTMENTS LLC

LEGAL DESCRIPTION

TRACT 2A-A OF THE SUBDIVISION PLAT OF VERANDA BAY PHASE 2A, AS RECORDED IN PLAT BOOK 40, PAGES 65 THROUGH 70, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING 22.64 ACRES, MORE OR LESS.

TOGETHER WITH:

A PART OF SECTION 38 , TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING COMMENCE AT THE SOUTHEAST CORNER OF TRACT 2A-4 OF VERANDA BAY PHASE 2A AS RECORDED IN PLAT BOOK 40, PAGES 65 THROUGH 70 OF THE PUBLIC RECORDS OF SAID COUNTY AND SAID CORNER ALSO LIES ON THE WESTERLY RIGHT OF WAY LINE OF THE FLORIDA INTRACOASTAL WATERWAY; THENCE SOUTH 03°54’39” WEST, ALONG A WESTERLY LINE OF THE HISTORIC CHANNEL OF HAW LOVERS CREEK, A DISTANCE OF 57.72 FEET; THENCE SOUTH 19°27’17” EAST CONTINUING ALONG SAID WESTERLY LINE, A DISTANCE OF 644.30 FEET; THENCE SOUTH 68°58’11” EAST, A DISTANCE OF 113.95 FEET TO A POINT ON SAID FLORIDA INTRACOASTAL RIGHT OF WAY, THENCE SOUTH 21°17’55” EAST, A DISTANCE OF 338.95 FEET TO THE NORTHERLY LINE OF TRACT “PL-3” OF GARDENS AT HAMMOCK BEACH AS RECORDED IN PLAT BOOK 35, PAGES 80 THROUGH ; THENCE WESTERLY ALONG SAID NORTHERLY LINE THE FOLLOWING FIVE COURSES: SOUTH 69°58’00” WEST, A DISTANCE OF 666.02 FEET; THENCE SOUTH 20°00’08” WEST, A DISTANCE OF 243.62 FEET; THENCE SOUTH 69°00’06” WEST, A DISTANCE OF 512.95 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 475.00 FEET AND A CENTRAL ANGLE OF 36°00'11" AND AN ARC DISTANCE OF 298.48 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH 86°59’57” WEST AND A CHORD DISTANCE OF 293.59 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 75°04’31” WEST, A DISTANCE OF 102.42 FEET; THENCE NORTH 43°30’12” WEST, DEPARTING FROM SAID NORTHERLY LINE, A DISTANCE OF 153.12 FEET TO A POINT ON THE MOST SOUTH POINT OF SAID VERANDA BAY PHASE 2A; THENCE NORTHESTERLY AND EASTERLY ALONG THE EASTERLY AND SOUTHERLY LINES OF SAID VERANDA BAY PHASE 2A THE FOLLOWING EIGHTEEN COURSES: THENCE NORTH 40°42’12” EAST, A DISTANCE OF 202.16; THENCE NORTH 10°41’45” EAST, A DISTANCE OF 133.22 FEET; THENCE NORTH 24°30’13” WEST, A DISTANCE OF 127.26 FEET; THENCE NORTH 69°22’08” EAST, A DISTANCE OF 232.49 FEET; THENCE NORTH 20°51’44” WEST, A DISTANCE OF 115.00 FEET; THENCE NORTH 69°22’08” EAST, A DISTANCE OF 129.58 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 11°10’11”; THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 4.87 FEET AND SUBTENDED BY A CHORD BEARING OF NORTH 26°34’59” WEST AND A CHORD DISTANCE OF 4.87 FEET TO A POINT ON SAID CURVE; THENCE NORTH 69°44’10” EAST, A DISTANCE OF 50.00 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 25.00 FEET AND A

CENTRAL ANGLE OF 90°22’02”; THENCE NORTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 39.43 AND SUBTENDED BY A CHORD BEARING OF NORTH 24°11’07” EAST AND A CHORD DISTANCE OF 35.47 FEET TO A POINT ON SAID CURVE; THENCE NORTH 21°21’56” WEST, A DISTANCE OF 50.00 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 11°10’11”; THENCE WESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 4.87 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH 74°57’14” WEST AND A CHORD DISTANCE OF 4.87 FEET TO A POINT ON SAID CURVE; THENCE NORTH 20°59'54"WEST, A DISTANCE OF 822.65 FEET TO A POINT OF A CURVE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 5.00 FEET AND A CENTRAL ANGLE OF 90°00’00”; THENCE NORTHEASTRLY ALONG SAID CURVE AN ARC DISTANCE OF 7.85 FEET AND SUBTENDED BY A CHORD BEARING OF NORTH 24°00’06” EAST AND A CHORD DISTANCE OF 7.07 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 69°00’06” EAST, A DISTANCE OF 503.11 FEET; THENCE SOUTH 20°54’52” EAST, A DISTANCE OF 180.00 FEET; THENCE NORTH 69°00’06” EAST, A DISTANCE OF 85.08 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 65.00 FEET AND A CENTRAL ANGLE OF 140°24’30”; THENCE SOUTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 159.29 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH 41°16’28” EAST AND A CHORD DISTANCE OF 122.32 FEET TO THE POINT OF TANGENCY OF SAID CURVE ; THENCE NORTH 69°00’58” EAST, A DISTANCE OF 250.79 FEET TO THE POINT OF BEGINNING. CONTAINING 35.44 ACRES, MORE OR LESS.

EXHIBIT "B"

Future Dev Tract 2A-A (38-12-31-7220-00000-2A0A)
Part of unplatted East side of John Anderson south of Phase 2A plat (Parcels E&M) 13-12-31-0000-01010-0000
12-12-31-0000-04020-0020 (North of Phase 1A - with conservation)
13-12-31-7201-00000-1A05 (Phase 1A, Tract 1A-5) - with conservation
13-12-31-7201-00000-1A07 (Phase 1A, Tract 1A-7)
13-12-31-7201-00000-1A08 (Phase 1A, Tract 1A-8)
13-12-31-7201-00000-1A13 (Phase 1A, Tract 1A-13)
38-12-31-7220-00000-2A01 (Phase 2A, Tract 2A-1) PART OF PRESIDIO EXTENSION ROAD
38-12-31-7220-00000-2A04 (Phase 2A, Tract 2A-4)
38-12-31-7220-00000-2A05 (Phase 2A, Tract 2A-5)
38-12-31-7220-00000-2A06 (Phase 2A, Tract 2A-6)
38-12-31-7220-00000-2A07 (Phase 2A, Tract 2A-7)
38-12-31-7220-00000-2A08 (Phase 2A, Tract 2A-8)
38-12-31-7220-00000-2A09 (Phase 2A, Tract 2A-9)
38-12-31-7220-00000-2A10 (Phase 2A, Tract 2A-10)
38-12-31-7220-00000-2A12 (Phase 2A, Tract 2A-12)
38-12-31-7220-00000-2A13 (Phase 2A, Tract 2A-13)
38-12-31-7220-00000-2A14 (Phase 2A, Tract 2A-14)
38-12-31-7220-00000-2A15 (Phase 2A, Tract 2A-15) PART OF TRACT

38-12-31-7220-00000-2A22 (Phase 2A, Tract 2A-22)
13-12-31-7201-00000-1A0A (Phase 1A, Tract 1A-A)
38-12-31-7220-00000-2A0B (Phase 2A, Tract 2A-B)
13-12-31-7201-00000-1A01 (Phase 1A, Tract 1A-1) CORONADO ROAD NORTH AND PART OF BUENA VISTA BLVD.
13-12-31-7201-00000-1A04 (Phase 1A, Tract 1A-4)
13-12-31-7201-00000-1A06 (Phase 1A, Tract 1A-6)
13-12-31-7201-00000-1A09 (Phase 1A, Tract 1A-9)
13-12-31-7201-00000-1A10 (Phase 1A, Tract 1A-10)
13-12-31-7201-00000-1A11 (Phase 1A, Tract 1A-11) PART OF TRACT
13-12-31-7201-00000-1A12 (Phase 1A, Tract 1A-12) PART OF TRACT
13-12-31-7201-00000-2A01 (Phase 2A, Tract 2A-1) CORONADO ROAD SOUTH OF BUENA VISTA & P/O PRESIDIO BLVD.
38-12-31-7220-00000-2A02 (Phase 2A, Tract 2A-2)
38-12-31-7220-00000-2A03 (Phase 2A, Tract 2A-3)
38-12-31-7220-00000-2A11 (Phase 2A, Tract 2A-11)
Lots 43 through 98, Phase 1A Plat
Lots 1 through 42 and 99 through 122, Phase 2A Plat

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

ORDINANCE NO. 2025-24

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING THE OFFICIAL ZONING MAP DESIGNATION FOR APPROXIMATELY 234 ACRES OF CERTAIN REAL PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
    a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
    b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality
    c. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
    d. Section 553.73, Florida Statutes, relating to the Florida Building Code; or

[1] See Section 166.041(4)(c), Florida Statutes.

e. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

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

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

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

Michael D. Chiumento III, Esq.
Chiumento Law, PLLC.
145 City Place, Suite 301
Palm Coast, FL 32164

---------- [SPACE ABOVE THIS LINE FOR RECORDING DATA] ----------

VERANDA BAY

~~AMENDED AND RESTATED~~

MASTER PLANNED DEVELOPMENT AGREEMENT

THIS ~~AMENDED AND RESTATED~~ MASTER PLANNED DEVELOPMENT AGREEMENT, (this "Development Agreement") is made and ~~executed~~entered into this ___ day of ~~_____, 2024~~_____, 2025 by and between the CITY OF FLAGLER BEACH, a Florida municipal corporation (the "City"), with an address at 105 S. Second St., Flagler Beach, Florida, 32136, and the master developer of the Subject Property, PALM COAST INTRACOASTAL, LLC, a Florida limited liability company with an address at 3129 Springbank Lane, Suite 201, Charlotte, NC 28226 ~~(The "Declarant~~("PCI" or the "Declarant") and VERANDA BAY INVESTMENTS, LLC, 3129 Springbank Lane, Suite 201, Charlotte, NC, 28226 ("Veranda Bay").

RECITALS~~:~~

A. In 2005, Flagler County adopted Ordinance 2005~~-~~-22 recorded at O.R. Book 1429, Page 19, et seq., Public Records of Flagler County, Florida which rezoned and approved the negotiated PUD Development Agreement (the "2005 Development Agreement") for a mixed-use development affecting approximately 1,999 acres of land.

B. As negotiated in the 2005 Development Agreement, the owner conveyed

approximately 1,100 acres of land designated as environmental lands to Flagler County for the purpose of public services, preservation, conservation, and public recreation for

~~the~~to benefit ~~of~~the citizens of Flagler County. In addition, the owner conveyed to the County two parcels of land for a public boat ramp and for public safety. These lands conveyed to the County are collectively called the "Public Land".

C. As negotiated in the 2005 Development Agreement, the remaining +/- 899 acres of land (the "2005 PUD Property") is permitted to be developed as a mixed-use development ~~and was~~with a portion of its (234 acres) having been annexed into the City of Flagler Beach, Flagler County, Florida, on the Effective Date of this Agreement ~~**(Exhibit "A").**~~

D. ~~The Declarant also~~PCI owns ~~two parcels of a~~vacant land~~,~~ totaling +/- ~~54.8~~93 acres~~,~~ (the "PCI Land") which ~~are located directly adjacent to the PUD Property~~was recently annexed into the City of Flagler Beach (**Exhibit "A"**~~) within the City (the "Declarant Parcel") and which have a land use designation of residential uses.~~").

~~E. The Declarant desires to amend the presently approved development plan for the PUD Property and the Declarant Property (collectively, the "Subject Property; **Exhibit "A"**) by creating a single integrated mixed-use community providing for a marina and other amenities.~~

~~F.~~E. Subsequent to the effective date of the 2005 Development Agreement, ~~the Declarant~~PCI properly developed and conveyed a portion of the 2005 PUD Property (the "Approved Properties"; **Exhibit "~~B~~A")** to third parties for uses including but not limited to single-family residential lots. The Approved Properties were recently annexed into the City of Flagler Beach.

F. ~~The Declarant~~Veranda Bay owns vacant land, totaling +/- 58 acres (the "Veranda Bay Land") which was recently annexed into the City of Flagler Beach (**Exhibit "A"**).

G. The Declarant desires to amend the presently approved development plan for the PCI Land, the Approved Properties and the Veranda Bay Land (collectively, the "Subject Property"; **Exhibit "A"**) by creating a single integrated mixed-use community including a marina and amenities.

~~G.~~H. PCI has the sole authority to ~~amend the terms and conditions of the 2005 Development Agreement~~rezone the Subject Property as permitted by law~~.~~ and shall be referred to hereinafter as the "Declarant".

~~H.~~I. The City's Comprehensive Plan shows the Subject Property, ~~*infra*,~~ designated as Low Density Residential and Commercial on its Future Land Use Map.

~~I.~~J. Based upon the finding of facts and conclusions of law, the City Commission determines that this Development Agreement is consistent with the City's Comprehensive Plan, the City's Land Development Regulations (~~2024~~2025) (the "LDR"), and that the conditions, terms, restrictions, and requirements set forth herein are necessary for the protection of the public health, safety, and welfare of the citizens of the City.

~~J.~~K. The City Commission further finds that this Development Agreement is consistent with an exercise of the City's powers under the *Municipal Home Rule Powers Act*, Article VIII, Section 2(b) of the *Constitution of the State of Florida*, Chapter 166, *Florida Statutes*, the *City Charter*, other controlling laws, and the City's police powers.

~~K.~~L. This is a non-statutory Development Agreement which is not subject to or enacted pursuant to the provisions of Sections 163.3220 -163.3243, *Florida Statutes*.

~~L.~~M. The Parties, therefore, desire to ~~amend and restate the 2005~~rezone the Subject Property, making it subject to this Development Agreement~~ affecting the Subject Property~~.

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

SECTION 1. RECITALS.

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

SECTION 2. REPRESENTATIONS OF DECLARANT.

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

SECTION 3. THE PROJECT & MPD MASTER PLAN.

(a) The Declarant shall continue to develop the Subject Property as a mixed-use development generally consistent with the MPD Master Plan (**Exhibit "~~C~~B")** hereinafter referred to as the "Project".

~~(b)~~ This Project is a mixed-use, low-density development focused on providing significant Open Space, including preserved lands. The Project provides for low-density residential development~~, commercial development along State Road 100 ("SR100")~~ and a marina village. The residential uses shall include multiple types of housing opportunities such as low-density residential development, medium-density multi-family uses, and high-density multi-family uses; none exceeding thirty-five feet (35') in height. ~~Property designated as Commercial, generally located adjacent to SR100, is intended to provide shopping, office and other commerce and economic development opportunities for the Project's residents and the general public. However, this area may also be developed into a~~ The mixed-use ~~center where residential uses are integrated with the general commercial uses to further the concept of "work, shop and play". The commercial area~~areas identified adjacent to the Intracoastal Waterway ("ICW") ~~is~~are intended to be developed into a commercial or private marina which may include

(b) a ship store, fueling station, restaurants, retail uses, or other commercial uses integrated with medium--density to high--density residential uses. The Project will preserve a minimum of forty percent (40%) of the ~~Project (+/- 300 acres)~~Project's area as Open Space, which includes, but is not limited to, preserved lands subject to passive recreation, conservation areas, a marina basin, buffers and wetlands. Recognizing that approximately 1,100 acres of land were previously dedicated to the County for (i) preservation, (ii) access to the ICW, and (iii) public safety, the Parties agree that the Project benefits the entire Flagler County community, including the residents of the City of Flagler Beach. The Project's density and intensity are provided below.

Project	~~899~~234 ac.
Residential units (max.)	~~2200~~377 units (~~2.4~~1.6 units/ac)
Commercial density (max.)	~~650~~16,000 sq ft
Open Space ~~(40%)~~	>~~300 ac.~~40

(c) The MPD Master Plan is conceptual in nature and subject to change as permitted by this Development Agreement. The locations of improvements are graphical in nature and will be located as the Project is designed, permitted and approved by the City. For example, the location of sidewalks, stormwater ponds, and other improvements noted on the MPD Master Plan are not required to be constructed in the exact locations as shown. The Parties agree that all such improvements will be engineered and located on each tract, or portion thereof, as developed and subsequently approved by the City.

SECTION 4. APPROVAL OF MPD DEVELOPMENT AGREEMENT, MPD MASTER PLAN APPROVAL, AND DEVELOPMENT REVIEW PROCESS.

The City Commission, at its regular meeting on _____, ~~2024~~2025 and pursuant to Ordinance ~~2024~~2025-__, adopted this Development Agreement affecting the Subject Property.

(a) The MPD Master Plan generally depicts the layout of the Project and delineates the approximate property boundaries, ~~Spine Road (as defined below),~~ Project entrances, general location of Tracts and intended uses, all of which may be further refined in the future at the discretion of the Declarant. Moreover, the MPD Master Plan satisfies the requirements of the City's Comprehensive Plan, the LDR, and other City regulations, including but not limited to City Ordinance 2024-06~~.~~ and can proceed directly to applications for preliminary plat or site plan approval

~~(b) The MPD Master Plan contains a level of detail satisfactory to permit the Project or portions of it to proceed directly to Preliminary Plat and/or Site Plan approval of any portion of the Subject Property which shall be approved by the City.~~

~~(c)~~(b) This Development Agreement (i) does not affect the entitlements, rights or responsibilities of any owner of the Approved Properties and (ii) affirms any and all vested rights of the Approved Properties as provided in the 2005 Development Agreement and the Approvals as defined by City of Flagler Beach Ordinance ~~2024~~2025-_ (the "Pre-Annexation Agreement").

~~(d)~~(c) The development of the Project has commenced, satisfies all timing or phasing requirements by the City's Comprehensive Plan and LDR, and is therefore deemed to be ongoing. Absent written notice from the Declarant to the City abandoning the Project or terminating this ~~terminating this~~ Agreement, this Agreement shall not expire or lapse. Notwithstanding, in the event development activities cease for a period of ten (10) years, this Agreement shall expire unless otherwise

agreed to by the parties.

(e) The Parties agree and acknowledge that, in the event, the Declarant obtains title to any portion of those Public Lands (13-12-31-2850-0PL30-0000~~; 13-12-31-2850-0FD20-0010 and 13-12-31-2850-0PL20-0000~~) previously dedicated to the County~~-~~, the Parties shall in good faith annex such into the City, amend its land use designation and rezone the property in a manner that is consistent with adjacent lands owned by the Declarant or its assigns.

SECTION 5. MODIFICATIONS TO THE DEVELOPMENT AGREEMENT & MPD MASTER PLAN.

Modifications to the exact location of Tracts, roadways, primary sidewalk/pathway systems, and other improvements generally depicted on the MPD Master Plan are anticipated to change ("Minor Modifications") and shall be approved by the City Manager or its designee (the "Land Use Administrator" or "LUA") during review of construction documents, site plans, or Preliminary Plat for the Project or portions thereof, as long as the development standards contained in this Development Agreement are maintained. Moreover, the Land Use Administrator shall approve a Minor Modification in writing, without City Commission approval, for modifications to the Development Agreement, MPD Master Plan and any construction documents and Preliminary Plat for the Subject Property, provided that: (1) the maximum building height and maximum number of residential units permitted are not exceeded~~; (2) the Project setbacks from adjacent properties, Bulow Creek or buffers along John Anderson Highway are not modified; or (3~~ or (2) the approved plans maintain the general development standards in this Development Agreement. The Declarant may challenge the LUA's denial of a Minor Modification and, in writing, request a hearing before the City Commission which will, in good faith, decide whether the change is deemed a Minor Modification. Only proposed changes that affect criteria (1) ~~thru (3~~or (2) above shall require City Commission approval or be deemed to

require a rezoning, as provided by *Florida Statutes*, Chapter 163, or the City's regulations. Otherwise, a Minor Modification or other change shall be deemed to be de minimis and shall be approved by the LUA as provided above.

SECTION 6. PERMITTED USES.

The Declarant agrees to fully comply with the following uses and restrictions on the Subject Property. The Declarant must develop the Project generally consistent with the MPD Master Plan with the following approved uses on each Tract ~~(Exhibit "D"),~~ as provided by the table below. The design standards for the permitted use on each Tract shall comply with design standards provided in Section 12.1, Lot Dimensional Standards, below:

TRACT	ZONING DISTRICT	APPROVED USES
A-1	Residential	SFR, Town House and Conservation
B	Residential	SFR, Town House, Multi-family
C	Residential	SFR, Town House, Multi-family
~~D~~	~~Residential~~	~~SFR, Town House, Multi-family~~
E	~~Commercial~~Mixed Use	Mixed-Use, Commercial, Town House, Multi-family, Marina, SFR
F	Residential	~~SFR, Town House, Multi-family~~SFR and Private Amenity.
~~G~~	~~Residential~~	~~SFR, Town House, Multi-family~~
~~H~~	~~Residential~~	~~SFR, Town House, Multi-family~~
~~I~~M	~~Commercial~~Mixed Use	Mixed-Use, SFR, Commercial, Town House, Multi-family, Marina
~~J1 & J2~~	~~Commercial~~	~~Mixed-Use, Commercial, Town House, Multi-family~~
~~K~~	~~Residential~~	~~SFR, Town House, Multi-family~~
~~L~~	~~Residential~~	~~SFR~~
~~M~~	~~Residential~~	~~SFR~~

(a) SFR: The purpose of the Single-Family Residential (SFR) uses is to provide areas for detached single-family dwellings and accessory use, including ancillary dwelling units permitted by State statutes and the Declarant. SFR uses adjacent to the ICW shall be permitted to

construct docks in any configuration designated by the Declarant, subject only to State and Federal permitting requirements. ~~SFR uses adjacent to Bulow Creek shall be prohibited from constructing docks along Bulow Creek.~~

(b) Town House: This use permits two or more attached or shared wall single- family units. Town House may include fee--simple or condominium ownership models. Town House units may be constructed with one car garages, so long as minimum parking standards are met. In addition, duplex homes under single ownership are permitted.

(c) Multi-family: The purpose of ~~the~~ multi-family use is to provide areas for attached housing, and medium-density to high-density apartments or condominiums. These uses also allow for assisted living or nursing homes.

(d) Commercial: This use is to provide areas for general commercial, and office uses to meet the community-wide demand for retail, services, business, and employment opportunities. Specific uses are provided by the City Ordinance 2024-06 with additional permitted uses being amphitheaters, farmers markets, mooring docks, water taxi service, and marina facilities. Commercial uses may also include residential uses to establish mixed-use neighborhood nodes consistent with Section 16, below~~.~~ or as provided in Section 6(e).

(e) Mixed-Use: This use supports economic development by providing a specific, defined location where multiple opportunities for working, shopping, entertainment, lodging, and living are provided. Recognizing that Tracts may include both commercial and residential uses, the mixed-use allows ~~for designs~~development to integrate commercial ~~and~~use with or adjacent to residential (attached or detached) uses to achieve this goal. For example, mixed-use allows for buildings to provide commercial uses on the first floor with residential above.

(f) Conservation: This use allows areas within the Project to generally remain in their

natural vegetative state upon which development may proceed with restrictions. The ~~use~~uses permitted to be developed in Conservation areas are restricted to: 1) open space parks, 2) recreation areas, 3) public facilities/utilities, and 4) uninhabitable structures. The Conservation use designation shall be permitted on any Tract despite not being designated in the table above.

SECTION 7. VEHICULAR/NON-VEHICULAR AND PEDESTRIAN ACCESS, AND INTERCONNECTIVITY.

(a) The MPD Master Plan integrates pedestrian, bicycle, and vehicular traffic circulation systems within the Project and within adjacent right-of-way(s). All uses shall have access to a roadway or shared driveway(s) and may, but are not required to, front on a dedicated road. The City, but not the general public, shall be granted access at all times to all private roadways to ensure that public safety is maintained.

(b) During the subsequent design and development stage of the Project, the Declarant shall coordinate with the Flagler County School District for a school bus stop location.

~~(c) As depicted on the MPD Master Plan, the Spine Road (*defined below*) shall be a public right-of-way. The MPD Master Plan depicts various Tracts intended for development accessing the Spine Road, the final location of such is at the sole discretion of the Declarant. The Spine Road shall be designed and constructed to also accommodate pedestrian traffic for the benefit of the general public, and as generally depicted on **Exhibit "E".**~~

~~(d)~~(c) Vehicular and pedestrian access from the Project to Palm Drive shall be expressly prohibited.

SECTION 8. LAND DEVELOPMENT CODE PARTIAL NON-APPLICABILITY.

The development of the Project shall proceed in accordance with the terms of this Development Agreement. In the event of a conflict between the terms of this Development

Agreement and the MPD Master Plan, the provisions of this Development Agreement shall prevail. In the event of an inconsistency or conflict between the terms of this Development Agreement and the LDR, the terms and provisions of this Development Agreement shall prevail. Where specific requirements are not contained in this Development Agreement, the LDR shall apply to the extent that it does not conflict with the provisions of this Development Agreement or the general intent of the MPD Master Plan. Moreover, the Parties agree that the City's LDR (~~2024~~2025) shall be applied and any subsequent changes to such shall have no effect unless the Declarant elects, at its sole discretion, to comply with such change to the LDR.

SECTION 9. FACILITY COMMITMENTS.

(a) Unless provided elsewhere in this Development Agreement or other ~~agreement~~Agreement, the Declarant agrees that the City is not responsible for the construction or creation of public facilities or capacity to facilitate the development ~~of~~within the Subject Property. As a material inducement for entering into this Agreement, the City represents and warrants that it presently has and shall maintain potable water and wastewater capacity for the Project, each of which is estimated to be ~~850~~111,000 gallons per day, and the failure to provide such shall be deemed a breach of this Agreement, subject to damages. Therefore, the City shall reserve sufficient potable, wastewater, and reuse water capacity for the Project, and if such reservation cannot be immediately satisfied by the City when requested by the Declarant, the Parties agree that the Declarant may, at its sole discretion and without objection from the City, construct private services or obtain such services from other providers including adjacent municipalities. The City discloses that Veranda Bay and Summertown's impact are taken into consideration in the current Mobility Plan Assessment as required to implement a mobility impact fee. Additionally, the City discloses the upcoming Parking Plan Assessment and hereby disclose it has yet to assess/study impacts and subsequently what the impact if any for a marina, dry,

and wet slips.

(b) Private & Public Improvements:——_The Declarant agrees to construct the following on-site improvements at the Declarant's sole and exclusive expense as a condition of this Development Agreement, and in addition to the payment of all impact fees relating to the development of the Subject Property, unless otherwise provided for herein:

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

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

iii. Nothing herein shall be deemed a prohibited exaction under *Florida Statutes*, Section 70.45, and Declarant agrees it has not suffered any damages under that statute.

(c) Sidewalks and Pedestrian Paths: The Declarant shall provide an internal integrated system of sidewalks to ensure that pedestrians maintain access to all uses~~.~~, so long as such is reasonable and practicable. The Declarant shall require homeowners to construct community sidewalks a minimum of five (5) feet wide on at least one side of the internal roadway system, as may be determined by the Declarant. In addition, the Declarant may provide stabilized pedestrian trails in other areas of the Project, as ~~permitted by governmental permits~~permissible for the purpose of providing recreational opportunities, connectivity, and open space. ~~Moreover, the Declarant shall construct an eight foot (8') multi-use trail along the Spine Road connecting SR100 to John Anderson Highway as generally depicted on the MPD~~

~~Master Plan and **Exhibit "E".**~~

~~(d) Access: Ingress and egress to the Project shall be provided, constructed, and dedicated to the City as a public roadway between SR100 and John Anderson Highway, as generally depicted on the MPD Master Plan (the "Spine Road"). Prior to dedication, at the Declarant's sole discretion, Declarant (or its assigns) may reserve an easement over the Spine Road for purposes of signage, enhanced landscape maintenance, Tract access and construction. Moreover, the development of Tracts may be gated from the Spine Road and other public rights of way. The cost of design and construction of the Spine Road shall be eligible for transportation impact fee credits on a dollar-for-dollar basis.~~

~~(e) Spine Road Construction. If after the 600th home is completed within the residential areas of Veranda Bay, the construction of the Spine Road connection from State Road 100 to John Anderson Highway is not completed, no further building permits will be issued for new home construction until the Spine Road construction is complete. However, in no event shall the City refuse to issue building permits for those residential lots identified by Flagler County's approval of Application#3210, the Preliminary Plat for the Hammock Beach River Club PUD (a/k/a the Gardens PUD)...~~

~~(f)~~(d) Stormwater System: The Declarant shall be responsible for designing, permitting, constructing, and maintaining the means of conveyance of stormwater runoff within the Project including, but not limited to, all stormwater lines, ditches, culverts, and other stormwater facilities that are necessary to convey and treat stormwater runoff (the "Stormwater System"), as generally depicted on **Exhibit "~~F~~C".** This is graphical in nature, subject to change and intended to only provide a conceptual model subject to final permitting including but not limited to the City's preliminary plat approvals.

~~(g)~~(e) Parks And Recreation: ~~-~~Given (i) the prior conveyance of the Public Lands,

including the public boating facility land to Flagler County, and (ii) the active and passive recreational obligations found herein, and a private, active amenity for the residents, the Project satisfies the City's Comprehensive Plan and the City's recreational level of service~~. Notwithstanding, the Declarant shall provide one or more active recreational facilities west of John Anderson Highway for the benefit of the Project's residents. Declarant will cooperate with Flagler County to provide public park access to Bulow Creek in the southwest portion of the Project through the parcel currently owned by the County or an equivalent property. A maximum of three (3) community docks or community viewing platforms shall be permitted on Bulow Creek subject to state, federal and county approval~~.

In addition to the above, the Declarant shall dedicate ~~and convey~~or cause to be conveyed to the City: (i) a ~~four (4~~two (2) acre park site with direct access to John Anderson Highway~~, and (ii) Two (2) one acre park sites with direct access to the Spine Road and the multiuse trail constructed by the Declarant.~~. The parties may mutually agree in writing to the Declarant's design, permitting, and construction of improvements on the aforementioned City park ~~sites~~site. In the event such an agreement requires the Declarant to make improvements to the park ~~sites~~site, the Declarant shall be entitled to receive City park impact fee credits for the costs of such park improvements.

~~(h)~~(f) Community Development Districts: The City agrees and acknowledges that the Annexed Property is subject to the Gardens at Hammock Beach Community Development District, Flagler County, Florida ("District"), Chapter 190, *Florida Statutes*, which was initially established by Flagler County. The City agrees that it shall accept and acknowledge the powers granted to the District pursuant to State law. The City agrees to execute all documents that may be necessary or take any action necessary to transfer the local government jurisdiction to the City, to the extent such may be necessary. ~~In addition, the~~The City agrees and acknowledges that it will, in good faith, assist the Declarant, at Declarant's sole discretion, to amend the District's existing boundaries. ~~The City shall,~~

~~at the request of the Declarant, assist the Declarant to establish an additional community development district governing that portion of the Annexed Property west of John Anderson Highway, which shall be permitted to finance, fund, plan, establish, acquire, construct, enlarge or extend, equip, operate and maintain projects, systems and facilities for the purposes described in Section 190.012, *Florida Statutes*, including but not limited to, any transportation improvements that may be required by this Development Agreement or other permit.~~

~~(i) Agriculture/Silviculture: The Subject Property has been and will continue to be used for silviculture purposes. Silviculture activities may continue to occur on the Subject Property until that portion of the Subject Property approved for development obtains all necessary permits and construction commences. All silviculture activities shall continue to comply with all Federal and State requirements. All silviculture activities shall comply with the State of Florida Division of Forestry Best Management Practices. The Subject Property shall therefore remain eligible for all agricultural exemptions as provided by law.~~

SECTION 10. DEVELOPMENT STANDARDS.

(a) Parking: Parking requirements for each Tract shall be consistent with the LDR, unless provided for elsewhere in this MPD Agreement. Minor deviations to parking requirements may be approved by the LUA. The calculation of minimum parking space requirements for the development of any Tract or subsequently platted lot may include excess parking spaces from another Tract or lot, so long as the aggregate number of parking spaces required for both is satisfied. Additionally, the Declarant may have shared parking facilities serving more than one use or Tract, only if the Declarant provides analysis from a traffic engineer that the different uses or mixed-uses will have different peak hour parking demands and sufficient parking will be provided as required by the LDR. The calculation of minimum parking space requirements for the development of any Tract may be

determined by the Declarant, subject to the recommendation of a duly licensed traffic engineer. Multi-family developments shall require 1.75 parking spaces/unit or more, as determined by the Declarant.

(b) Open Space: Minimum open space shall be ~~359.6 acres [~~forty percent (40~~%)]~~% of the Project in its entirety ~~including,~~ with a minimum of ~~90.~~42 acres (*17% of the Project*) being dedicated as conservation ~~and 45 acres of landscape/wetland buffers~~. Tracts may be developed with less open space, so long as the aforementioned requirement for the Project is maintained. Open space is defined by Ordinance 2024-06 and the flexibility defined therein shall be approved by the Land Use Administrator. Open space shall be maintained by either the Community Development District, a property owners association, a mutually agreeable conservation easement, or other method satisfactory to the Declarant. Based on the obligations of this Development Agreement and the prior conveyance of the Public Lands, the City's open space requirements provided in its Comprehensive Plan, LDR, and other regulations ~~is~~are satisfied.

(c) Water/Wastewater/Reuse: The Declarant shall convey all on site water, ~~waste~~wastewater ~~water~~ and reuse improvements being served by the City to the City, pursuant to the City's standard utility agreement. The City shall not charge fees to a community development district or a property owners association for the use of City reuse water for common areas the later of (i) January 1, ~~2034~~2036 or (ii) for ten (10) years after the City provides reuse water to the Project. Moreover, the City shall not require the Declarant to prepay water and sewer "impact", "connection" or "CIAC" fees until the City issues a building permit for a residential or non-residential structure.

(d) Transportation: The Parties accept the traffic study performed by Chindalur Traffic Solutions, Inc. (the "Transportation Study"), including its conclusions which are incorporated herein by reference. Notwithstanding, the Declarant shall be obligated to comply with the Florida Department of Transportation requirements for its impacts to SR100. As for

impacts to John Anderson Highway, the Declarant shall construct improvements as may be provided in the Transportation Study and as depicted on the MPD Master Plan ("Traffic Improvements") at such time as deemed necessary in the Transportation Study. The Declarant shall be obligated

for all ~~the cost~~costs of design, permitting, and construction of all required Traffic Improvements identified in the Transportation Study. The Project shall be deemed vested and no additional off-site transportation improvements shall be required ~~to be constructed~~ by the Declarant.

(e) Drainage: The Declarant shall construct and maintain a stormwater management system that provides treatment and attenuation as required by St. Johns River Water Management District (SJRWMD) and the LDR. Stormwater piping, swales and ditches shall be designed to convey a five (5) year, twenty-four (24) hour storm event. Stormwater detention facilities shall be designed to meet the water quality and attenuation requirements of SJRWMD. Any impact to a flood zone shall be solely regulated by ~~SRJRMD~~SJRWMD, FEMA or other applicable State and Federal agencies. Permits issued by these agencies shall be ~~determinative~~determined to ensure that the proposed impact satisfies ~~any and~~ all City ~~regulations, codes and ordinances~~requirements, including but not limited to the City's Comprehensive Plan. As provided in the Pre-Annexation Agreement and upon request, the City shall timely cooperate with Declarant to obtain a CLOMR(s) or LOMAR(s) as issued by FEMA. In addition, the Declarant shall adopt and require construction standards for residential homes to have a finished floor elevation at or above the FEMA 100~~-yr flood plain~~-year floodplain elevation.

~~(f)~~ Landscaping, Tree and Vegetation Protection: ~~Landscaping~~

~~(f)~~ ~~requirements~~For any future development, the Declarant shall cause the recording of an encumbrance or easement on its property adjacent to ~~SR100 and~~ John Anderson Highway ~~shall be~~

~~subject to this Development Agreement and the LDR.~~ ensuring that the buffer along John Anderson Highway is 100 ft in average width along the eastern side of the right of way.

All other landscaping design and requirements shall comply with those standards provided in **Exhibit "~~I~~D",** which may be amended from time to time. No potable water shall be used for irrigation after sufficient stormwater or reclaimed water ~~source~~capacity becomes available ~~in adequate quantities.~~for the entire Project. Efforts to preserve and enhance the Project's design will be achieved~~,~~ by the Declarant, through adjustments of building, parking, roadway, and stormwater locations and through supplemental landscaping that will blend with the natural look yet carefully accentuate the residential areas, entrances, and other common spaces. General landscaping around parking lots, roadways, entrances, residential and commercial buildings, and other common areas will be landscaped ~~with ornamental and native~~. Native plant materials may be used when possible. Within future residential common areas, fifty percent (50%) of the total planted vegetation, by aerial extent, shall consist of native, drought-tolerant or waterwise vegetation. Native or drought-tolerant plants include those in the SJRWMD's Waterwise Florida Landscapes, the Florida Native Plant Society's list of native landscape plants for Flagler County, A Gardener's Guide to Florida's Native Plants (Osorio 2001), or comparable guidelines prepared by the Florida Department of Agriculture and Consumer Services, SJRWMD, Florida Fish and Wildlife Conservation Commission or Florida Department of Environmental Protection. All ornamental landscape beds and lawn areas will have supplemental irrigation. Flexibility of the MPD Master Plan shall allow for further refinement of site development~~,~~ and landscaping.

The Declarant shall require (i) three (3) shade trees for each future single-family detached lot ~~and (ii) a shade tree every eighty (80) feet along each side of the Spine Road~~. Tree and vegetation protection, removal, conservation, and mitigation requirements shall be governed by this

Development Agreement. In consideration of (i) the approximately 1,100 acres previously conveyed to the County, (ii) the forty percent (40%) minimum open space required for the Project as provided in Section 10(b) above, (iii) the Declarant's ~~significant commitment herein to extensive landscaping along the Spine Road, (iv) the Declarant's~~ commitment herein to require three (3) shade trees for each single-family detached lot, (~~v~~iv) the Declarant's commitment herein to incorporate drought-tolerant vegetation and (~~vi~~v) the Declarant's commitment to a significant investment in a reuse water distribution system, the removal of trees and vegetation shall be allowed to the extent the removal of such is necessary as solely determined by the Declarant, to provide infrastructure, stormwater, utilities, recreational opportunities or finished lots. Mitigation for tree and vegetation removal shall ~~not~~ be required~~, except~~ as provided in the paragraph below.

During the platting process of individual tracts, the Declarant shall provide the City a tree survey depicting the location of viable specimen trees within the tract being platted as defined by the City's LDR (excluding pine and palm trees) with diameters of thirty inches (30") or greater ("Distinct Trees"). The Declarant shall make efforts to protect Distinct Trees as part of its design and development of individual tracts. If the Declarant or its assigns determines that it is necessary to remove Distinct Trees, the removal shall be allowed, and the Declarant shall mitigate said tree removal by paying to the City a fee (the "Distinct Tree Mitigation Fee"). The Distinct Tree Mitigation Fee shall be calculated as twenty--five dollars ($25.00) per diameter inch of Distinct Trees removed. The Distinct Tree Mitigation Fee shall be due and payable within sixty (60) days after Final Plat approval. Notwithstanding the above, the cost to mitigate the removal of any one Distinct Tree as provided in this section shall not exceed ~~$4,000.00~~four thousand dollars ($4,000.00). Diseased or dying trees, as certified by a licensed arborist, may be removed by the Declarant and exempt from mitigation as provided in this section.

All other trees and vegetation, including but not limited to all species of pine trees and palm trees, may

be removed without mitigation or permit.

A Community Development District ~~or,~~ Property Owners Association, or ~~Home Owners~~Homeowners Association shall be permitted to use temporary wells and stormwater for the Project's irrigation until sufficient reuse capacity is available for the entire Project, subject only to permits issued by the state or federal agencies. Notwithstanding the foregoing, private wells shall be prohibited on individual single-family lots.

(g) John Anderson Buffer. ~~The Developer~~For any future development, the Declarant shall ~~provide a 25-foot minimum and 50-foot average buffer along the limits~~cause the recording of ~~the Project boundary that coincides with the~~ an encumbrance or easement on its property adjacent to John Anderson Highway ensuring that the buffer along John Anderson Highway is one-hundred foot (100') in average width along the eastern side of the right of way.

~~(g)~~ Lighting: ~~All~~For all future development phases, lighting, including but not limited to all pole mounted lighting,

(h) shall be designed to minimize light pollution to off-site properties and to comply with the LDR, unless otherwise agreed to by the LUA. ~~In addition, development within one hundred feet (100') from Bulow Creek shall use low level lighting shielded from view to minimize its impact to the natural environment.~~

~~(h)~~(i) Fire Protection: The Declarant previously donated to Flagler County a three (3) acre parcel of land for a fire station to serve the Project and the residents along John Anderson Highway. Fire protection requirements for the Project will be met through a system of fire hydrants installed on the Project by the Declarant in accordance with City standards. The locations of fire hydrants shall be shown on all construction documents, technical site plans, or preliminary plats. The Project shall comply with the City's fire protection requirements. The City will provide fire protection services to

the Project in accordance with established local response agreements.

~~(i)~~(j) Utilities: The Declarant shall ~~not~~ be responsible for any costs associated with the extension of City _utilities to the Subject Property that may be required to serve this Project. ~~Notwithstanding, all City utilities, including water and sewer, constructed in or adjacent to the Spine Road shall be eligible to receive connection fee credits on a dollar-for-dollar basis.~~

~~(j)~~(k) Interconnectivity –and –Access: All –units –within –the –Project –shall– be interconnected by roadways and sidewalks, as called for by the City's Comprehensive Plan. The Project shall provide and maintain the minimum number of access drives onto John Anderson Highway, as generally depicted on the MPD Master Plan.

~~(k) Wetlands: Wetland permitting, including their impacts and/or mitigation, for the Project may occur and shall only be subject to Federal and States permits which the City shall accept. The City agrees that any approval, impact or effect to wetlands, wetland buffers, and wetland setbacks provided by said permits shall be accepted by the City and deemed consistent with the City's Comprehensive Plan. The Project shall therefore be exempt from Section 4 of the LDR.~~

(l) ~~Bulow Creek Buffer. The Developer shall provide a 25-foot minimum and 75-foot average buffer along the limits of the Project boundary that coincides with Bulow Creek. The Declarant shall also provide a natural buffer no less than one hundred (100) feet from the edge of the Bulow Creek river bank. Notwithstanding the foregoing, the minimum setback shall be 75-feet in those areas as generally depicted in **Exhibit "G"**. The Declarant shall in good faith evaluate opportunities for Flagler County to purchase from the Declarant Environmentally Sensitive Lands as defined by state statute and local ordinance. In no way shall the Declarant be obligated to sell or convey any portion of the Property to the County or any third party as contemplated by the aforementioned sentence.~~ Wetland Protection and Management:

(i) Purpose and Intent

The purpose of this section is to provide protection, maintenance, enhancement, and sustainable utilization of wetlands and associated upland buffers within the Project in a manner that

reasonably aligns with the City's Comprehensive Plan, state regulatory standards, and best environmental practices. This approach balances ecological sustainability with efficient land development, promoting no net loss of wetland functions while allowing for practical site design. Wetlands will be preserved to support wildlife habitat, water quality, flood control, and aesthetic values, consistent with oversight from agencies such as the SJRWMD and FDEP.

(ii) Wetland Identification and Survey

All wetlands within the MPD shall be identified using the methodology outlined in the Florida Administrative Code. Wetlands may include forested swamps, sloughs, freshwater and tidal marshes, wet prairies, saltwater marshes, and areas adjacent to the Intracoastal Waterway. Roadside ditches, conveyance swales, utility-related drainage features, and stormwater management systems are exempt from these regulations.

Wetland delineations shall be conducted by a qualified Florida environmental professional, and boundaries shall be surveyed by a Florida registered land surveyor, including topographical data. The survey shall clearly delineate the wetland jurisdictional line and the required upland buffer boundary. This information shall be incorporated into all subdivision plats, and development applications submitted for approval.

(iii) Allowed Activities and Development in Wetlands and Buffers

To facilitate reasonable development while preserving wetland integrity, the following activities are permitted within wetlands and required upland buffers, provided they do not result in adverse impacts to wetland functions:

- Authorized wetland restoration, enhancement, monitoring, or mitigation activities with approved permits from FDEP, SJRWMD, or the U.S. Army Corps of Engineers (ACOE).

- Elevated walkways, paths, nature trails, hiking trails, or walking paths not exceeding six (6) feet in width, constructed of wood, environmentally friendly materials, natural materials, or open grid systems.
- Minor drainage structures such as swales or outfall pipes.
- Pruning or planting of suitable native vegetation, including removal of exotic and nuisance plant species (as defined by the Florida Exotic Pest Plant Council Invasive Plant List).
- Manual clearing with hand tools of vegetation on single parcels, maintaining ecological functions like wildlife habitat and nutrient filtration.
- Bona fide agricultural, fire control, silviculture, and mosquito control activities following best management practices from relevant state agencies.
- Utility facilities, including crossings, easements, or rights-of-way for service provision.
- Custodial maintenance of stormwater management systems.
- Driveway installations for single-family units in existing subdivisions where wetland crossings are the only access point, maintaining hydrologic connections and using best management practices.
- Activities qualifying for de minimis alterations under state general permits or Florida Statutes.

- Wetland impacts for access to permissible uses or linear projects, following an approved alternatives analysis for avoidance and minimization, including Florida Department of Transportation projects.

All allowed activities must comply with applicable landscaping and tree protection as provided for in this Agreement.

(iv) Measures to Avoid or Minimize Wetland Impacts

Development within the Subject Property shall prioritize avoidance and minimization of wetland impacts through practicable design modifications. Modifications shall not require fundamental changes to project type or function, nor shall they include economically unviable or technically infeasible options that endanger public safety. Stormwater management systems must not cause net adverse impacts on wetland or surface water functions unless offset by appropriate mitigation per state requirements.

An alternatives analysis shall be conducted for optimal and moderate wetlands (as defined herein) to demonstrate avoidance and minimization efforts.

(v) Wetland Impact Review and Mitigation

Wetland impacts shall be categorized based on quality assessments and require the following analysis and mitigation:

Wetland Category	**Description**	**Requirements**
Optimal Wetlands	Named systems associated with surface waters or quality score 0.71 - 1.0	Wetland impact analysis; alternatives analysis; assurance of no net loss of functions; mitigation preferably within City boundaries or same hydrologic basin per SJRWMD / FAC; copies of federal/state permits.

Moderate Wetlands	Quality Score 0.41 – 0.70	Wetland impact analysis; alternatives analysis; mitigation in same hydrologic basin; copies of federal/state permits.
Minimal Wetlands	Quality Score 0.0 – 0.40	Wetland impact analysis; mitigation in same hydrologic basin; copies of federal/state permits.

Mitigation shall occur in accordance with Section 373.4135, *Florida Statutes*, allowing use of mitigation banks or off-site regional options outside City jurisdiction if necessary. Impacts to optimal wetlands shall achieve no net loss of functions. All impacts shall be governed by SJRWMD or FDEP permits, which serve as evidence of compliance.

(vi) Wetland Buffers

A natural upland buffer shall be provided adjacent to all wetlands, including saltwater marshes and the Intracoastal Waterway, to protect ecological functions. The buffer shall average no less than twenty-five (25) feet in width across the site, with a minimum width of fifteen (15) feet in constrained areas, unless otherwise permitted by FDEP, SJRWMD or ACOE, provided the overall average meets or exceeds twenty-five (25) feet. This averaging allows for flexible site planning while maintaining equivalent protection.

Buffers shall not be created by filling jurisdictional wetlands. Existing vegetation within buffers shall be preserved or revegetated with native species if disturbed. Allowed and activities within buffers are outlined in Sections 10(l) (iii) and (iv) above.

(vii) Lot Clearing and Development Permits

Prior to lot clearing or development, applicants shall submit:

- A survey delineating wetland and buffer lines.

- Documentation from a qualified environmental professional confirming no detriment to buffer functions.
- Plans for preserving or replanting native vegetation in buffers, as applicable.
- Clearing approvals must also comply with tree and vegetation removal guidelines provided for in this Agreement. Development permits, to the extent required, shall incorporate SJRWMD, FDEP and ACOE approvals for wetland-related activities.

~~(l)~~

(m) Signage: Signs shall comply with the LDR, unless otherwise provided herein. The design and intent of signage is to ensure adequate means of communication through signage while maintaining the attractive visual appearance within the Project. Signage shall meet the following requirements:

~~(i) Gateway Signage and Entrance Features. Signage located at the primary entrances to the Project (SR100 and John Anderson Highway) shall have a maximum height of twenty (20) feet with a maximum signage area of one hundred sixty (160) square feet. A maximum of two (2) gateway signs shall be permitted for any primary entrance. An entrance structure may be designed in conjunction with the entrance signage or it may occur separately. However, the main entrance to Veranda Bay residential located at the intersection of John Anderson and Buena Vista Boulevard may have an entrance structure exceeding twenty (20) feet, but no taller than thirty-five (35) feet.~~

~~(ii)~~(i) Thoroughfare Neighborhood Entrance Signs. Signage located along any internal road or at any neighborhood entrance shall have a maximum height of twelve (12) feet and a maximum signage area of one hundred (100) square feet. Any entrance feature shall have a maximum height of twenty (20) feet. ~~However, the main entrance to Veranda Bay residential located at the intersection of John Anderson and Buena Vista Boulevard may have an entrance structure~~

~~exceeding twenty (20) feet, but no taller than thirty-five (35) feet.~~

~~(iii)~~(ii) Commercial Signage. Ground signs shall be permitted for the commercial area of the Project with a maximum signage area per sign of three hundred twenty (320) square feet and a maximum height of ~~twenty (20)~~ ten (10) feet. Additional commercial signage and wall signage shall be permitted, including signage at the Marina and Intracoastal Waterway.

~~(iv)~~(iii) Signage Area. Signage area shall be calculated using the actual text and, if applicable, logo graphics area only. Walls or architectural effects shall not count toward the signage area square feet restriction~~,~~ but shall meet the height restrictions set forth above.

~~(v)~~(iv) Entrance Features. Walls, architectural icons, water features, landforms, landscaping, or other effects ~~which~~that announce and signify arrival are permitted for the signage on the Subject Property. Where a sign is incorporated in an entrance feature, the sign height shall be measured from the bottom to the top of the sign copy area.

~~(vi)~~(v) Ground signage provided for in this section shall be permitted to be constructed in the public right of way.

(n) Temporary Facilities/Model Homes: Temporary support facilities shall be permitted for a period of ten (10) years, at which time sales offices, model homes, development trailers and real estate offices shall be transitioned into a permanent use within the Project. This time period may be extended for successive periods of three (3) years by the LUA. Temporary support facility approval and extension shall be processed by the LUA. The initial application for temporary support facilities will be reviewed and approved by City Staff. Following City Staff approval, a building permit application will be submitted to the City Building Department for review and approval. Residential units may be used as model homes and sales centers (collectively, "Model Homes"). Up

to five (5) Model Homes can be constructed, occupied, and operated as sales centers for each Tract of the Project. Sales and leasing activities shall be limited to properties located within the Project. Construction and Certificates of Occupancies shall be issued consistent with the City and State rules, regulations, and codes for residential structures. Model homes shall not be deemed commercial activities. The City shall permit the construction of Model Homes during the development of a Tract so long as a stabilized subbase of an adjacent roadway is available.

(o) Rental Program:– Developer reserves the right to place all or any portion of the Project's ~~units located in zoned Commercial on the MPD Master Plan~~Tracts, except Tract A-1 and Tract F, in long-term, short-term, resort residential, or resort condominium rental programs operated by Declarant, its affiliates or any third-party rental program operators approved by the Declarant. Otherwise, short-term vacation rentals shall be prohibited.

(p) Marina: – The design, permitting and construction of the Marina located on Tract ~~E,~~M shall only be governed by permits issued by State and Federal agencies. Future operations and maintenance shall be governed by City regulations to the extent they are not in conflict with State or Federal laws. The City agrees that said permits shall be deemed to be consistent with the City's Comprehensive Plan, the LDR and other City ordinances. The development of the Marina shall: (i) participate in the FDEP Clean Marina program, and (ii) remain exempt from Chapter 22, Art IV of the City Code of Ordinances. The Marina may, at Declarant's sole discretion, include wet and dry slips, transient or permanent slips, fueling facilities, pump out station, a boat ramp and any uses permitted as ~~a~~ commercial use. However, dry slips shall be used solely for the maintenance and repair of boats and not for long-term storage. ~~Subject to the above, the design, permitting and construction of the Marina shall be exempt from any City code or regulation, except its fire and building codes.~~

(q) Age Restrictions: Nothing in the Development Agreement shall prohibit any age

restriction requirements or use permitted by Federal or State law.

(r) Accessory Uses: Typical residential accessory uses will be allowed, including but not limited to: decks, swimming pools, patios, air conditioning units, walkways, and sidewalks. Accessory uses and structures will be allowed in accordance with this Development Agreement, provided such uses and structures are of a nature customarily incidental and clearly subordinate to the permitted or principal use of a structure. Accessory uses or structures contained within or attached to the building containing the principal use shall be considered a part of the principal building and not an accessory building and shall meet the same requirements for setbacks as the main use structure. However, pools, covered pools, patios, outdoor fireplaces, decks, and gazebos, either attached or detached from the principal use structure, may be constructed up to a minimum of five (5) feet from the rear or side property boundary. In no case shall the water's edge of a swimming pool be located closer than five (5) feet from the side and rear property line. Air conditioning and heating units, pool mechanical equipment, utility meters and other mechanical or utility service features may be located in any required side or rear yard up to a minimum two (2) foot setback to the property line. No accessory structure, excluding yard ornaments, shall be located within the required front yard.

SECTION 11. PHASING OF DEVELOPMENT.

(a) The Project may be developed in multiple phases. Prior to the issuance of any permit for any phase of the Project (and prior to any construction of any improvement, building, or structure on the Subject Property), the Declarant shall submit a Preliminary Plat or Site Plan for the relevant phase. Each Tract of the Project will include infrastructure to support the proposed uses, including water and wastewater service, drainage, private roads, vehicular, and pedestrian access facilities. All infrastructure necessary to support each phase that is constructed on the Subject Property shall be

constructed concurrently with, or prior to construction of that phase of the Project, as approved by the City, and prior to the issuance of building permits for that phase. Adequate emergency vehicle access and turnarounds shall be provided at all times.

(b) Roadways shall be constructed concurrently with development of adjacent lots to ensure that contiguous roadways are available at all times prior to the issuance of any building permits for that phase. To avoid unnecessary construction and repair costs, internal sidewalks shall be constructed adjacent to each residential lot at the time the home is constructed and prior to the Certificate of Occupancy, and each home's building permit shall be conditioned on this requirement. Model Homes shall be exempt from this standard until no longer being used as such at which time the owner shall construct the required sidewalk.

(c) The City may issue permits for clearing, grading, and earthwork for portions of the Subject Property before approving final construction plans~~,~~; however, all Federal and State permits ~~relating to~~required for land clearing, grading, and earthwork must be obtained.

SECTION 12. LOT AND BUILDING STANDARDS.

(a) Lot Dimensional Standards: Dimensional standards for each use shall comply with the LDR except as follows:

Type	SF	Multi-family	Town House	Multi-family Marina
Min. Distance Between Buildings~~**~~**	**10'**	**10'**	**10'**	**10'**
Min. Bldg. Setback to Water	**20'**	**20'**	**20'**	**10'**
Max. Bldg. Height~~****~~**	**35'**	**35'**	**35'**	**35'**

Min. Front Bldg. Setback to Property Line	**15’**	**15’**	**10’**	**10’**
Min. Bldg. Rear Yard Setback***	**10’**	**10’**	**10’**	**10’**
~~**Type**~~	~~**SF**~~	~~**Multi-family**~~	~~**Town House**~~	~~**Multi-family Marina**~~
Minimum Front Setback from Right of Way	**20’**	**N/A**	**20’**	**N/A**
Minimum Bldg. Side Street or Rear Yard Setback	**10’**	**10’**	**10’**	**10’**
Min. Lot Size (SF)	**4,000 sf**	**N/A**	**1,600 sf**	**N/A**
Minimum Lot Width	**40’**	**N/A**	**16’**	**N/A**
Max. Impervious Surface Ratio****	**70%**	**80%**	**80%**~~**~~**%****	**80%**~~**~~**%****

~~*Except as provided in Section 10, above.~~

~~**Maximum Floor Area and Impervious Surface Ratios shall be applicable to each Tract.~~

**** Shall be measured as the distance between walls of adjacent structures.

****** In the event the City increases its max building height limitations, the Declarant may elect to increase its maximum building height to such new limit. Notwithstanding, residential structures presently under construction or constructed may exceed this height limitation.

***Except as provided in Section 10 (r), above.

**** Impervious Surface Ratios shall be applicable to each Tract.

Commercial or Mixed-Use with Residential Above Commercial Site Development Requirements

Min. Lot Width	~~**80’**~~***~~**60’***~~
Min. Lot Size	**12,000 sf**
Min. Bldg. Side Setback	**0’**
Min. Bldg. Street-Side Setback	**10’**
Min. Bldg. Front Setback	**10’**

Max. Bldg. Height~~*~~*****	**35’**
Min. Bldg. Rear Setback	**10’**
Minimum Bldg. Setback to MPD Property Line	**20’**
~~Maximum Floor Area Ratio*~~	**~~100%~~**
Max. Impervious Surface Ratio~~*~~*	**80~~%~~**~~*~~%****

~~* Maximum Floor Area and Impervious Surface Ratios shall be applicable to each Tract.~~

~~**Minimum open space shall be forty percent (40%) of the entire MPD gross area.~~

~~***~~

* If Town Houses are developed within a Commercial District, the dimensional standards for Town Houses shall control.

~~*~~****** In the event the City increases its max building height limitations, the Declarant may elect to increase its maximum building height to such new limit.

*** Impervious Surface Ratios shall be applicable to each Tract.

****Minimum open space shall be forty percent (40%) of the entire MPD gross area.

(b) Mixed-Use Dimensional Standards: If a mixed-use is being developed for both residential and commercial uses on the same Lot, then the dimensional standards for the dominant use shall be utilized (residential or commercial uses having the most building gross floor area), unless commercial uses are on the first floor and the residential uses are on above floor(s), then the standards in the above table shall be used. Any conflict in dimensional or design standards for a mixed-use development may be resolved by the Land Use Administrator.

(c) Architecture: All architectural standards and requirements shall be determined, approved and enforced by the Declarant. Notwithstanding, commercial architectural requirements shall be governed by the City’s LDR.

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

(a) The failure of the Development Agreement to address any specific State or Federal

permit, condition, term, or restriction shall not relieve the Declarant of the requirement of complying with the law governing said permitting requirements, conditions, terms, or restrictions.

(b) All required City, County, State, or Federal permits shall be obtained prior to commencement of construction. This Development Agreement is not a Preliminary Plat approval, and the Declarant remains responsible for complying with all provisions of the LDR, unless provided elsewhere in this Development Agreement. The subdivision of the Subject Property to provide for any Tract shall not require platting as required by Chapter 177, *Florida Statutes*, and therefore the Declarant may convey a Tract by metes and bounds and without platting.

(c) ~~Burning:~~ Open burning shall be prohibited during development and property owners shall be subject to the City's LDR.

SECTION 14. DEVELOPMENT FEES.

The Declarant acknowledges and agrees that the City has enacted citywide impact fees~~,~~ and may in the future increase the amount of those fees. The Declarant acknowledges that the Project shall be subject to all fees in effect at the time of permitting. Notwithstanding the above, the Declarant shall not be charged impact fees for the marina wet slips or dry slips.

SECTION 15. COMMON AREAS AND MAINTENANCE.

To ensure the long-term maintenance and control of common areas, the Declarant shall dedicate such areas to (i) the existing community development district, (ii) a property owners association or (iii) other entity accepted by the LUA ~~(collectively the "Association").~~.

SECTION 16. ~~CONVERSION OF USES~~.

~~The Declarant may increase or decrease the amount of a particular land use without modifying or amending this Development Agreement or the MPD Master Plan, but only within the minimum~~

~~and maximum standards provided for on the Land Use Conversion Matrix attached as **Exhibit "H",** provided that (i) the changes are consistent with the Land Use Conversion Matrix and (ii) at the time of election of a land use conversion under the Land Use Conversion Matrix, the Declarant shall notify the City of the conversion in writing at least thirty (30) days in advance of the conversion. Any modification to this Development Agreement shall incorporate all changes previously made pursuant to the Land Use Conversion Matrix prior to the filing of such modification. Provided that the conversion is (i) consistent with the criteria contained in the Land Use Conversion Matrix attached as **Exhibit "H",** and (ii) such converted uses are consistent with the uses allowed under by this Development Agreement. Notwithstanding the foregoing, any change or deviation from the approved land uses provided for herein shall be consistent with the City's Comprehensive Plan, which may require a small scale comprehensive plan amendment as more particularly described in Section 163.3187, Florida Statutes.~~

~~SECTION 17.~~ BREACH, ENFORCEMENT, ALTERNATIVE DISPUTE AND CONFLICT RESOLUTION.

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

(b) In the event that a dispute arises between the Parties, the City and Declarant shall attempt to resolve all disputes informally and if they cannot, the Parties agree to engage in pre-suit mediation before a certified Circuit Court mediator selected by the Parties within thirty (30) days of either party making a written request to the other. If the Parties fail to agree to a mediator, a certified mediator will be selected solely by the City. The Parties shall equally pay all costs of mediation.

SECTION ~~18~~17. NOTICES.

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

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

(c) Any such notice will be deemed effective when received (if sent by hand delivery receipt required~~,~~)) or on that date which is ten (10) days after such notice is deposited in the United States mail (if sent by certified mail).

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

As to the City:	City Manager City of Flagler Beach City Hall 105 S. 2nd Street Flagler Beach, FL 32136
As to the Declarant:	~~PALM COAST INTRACOASTAL~~Palm Coast Intracoastal, LLC~~,~~ Attn: Kenneth Belshe 3129 ~~SPRINGBANK LN~~Springbank Lane, Ste 201 ~~CHARLOTTE~~Charlotte, NC 28226
As to Veranda Bay:	Veranda Bay Investments, LLC Attn: Kenneth Belshe 3129 Springbank Lane, Ste 201 Charlotte, NC 28226
With copies to:	Michael D. Chiumento III, Esq. Chiumento Law, PLLC 145 City Place, Suite 301 Palm Coast, FL 32164

SECTION ~~19~~18. SEVERABILITY.

The terms and provisions of this Development Agreement are not intended to be severable~~.~~ ~~However, in the event~~, unless any ~~portion of this Development Agreement~~term or provision shall be

found to be invalid or illegal, ~~then~~in which case the remaining portions of the Development Agreement shall remain valid and binding on the Parties.

SECTION ~~20~~19. SUCCESSORS AND ASSIGNS.

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

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

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

SECTION ~~21~~20. GOVERNING LAW, VENUE AND COMPLIANCE WITH LAW.

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

(b) Venue for any dispute shall be in the Seventh Judicial Circuit Court in and for Flagler County, Florida, or the Middle District if in Federal court.

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

(d) If State or Federal laws are enacted after execution of this Development Agreement which are applicable to and preclude the Parties' compliance with this Development Agreement, this Development Agreement shall be modified as necessary to comply with the relevant law.

SECTION ~~22~~21. TERM/EFFECTIVE DATE.

(a) This Development Agreement shall be effective upon approval by the City Commission and execution of this Development Agreement by all Parties (the "Effective Date").

(b) This Development Agreement will expire thirty (30) years from the Effective Date unless renewed in writing by the Parties.

SECTION ~~23~~22. RECORDATION.

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

SECTION ~~24~~23. THIRD PARTY RIGHTS.

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

SECTION ~~25~~24. SPECIFIC PERFORMANCE / TIME IS OF THE ESSENCE.

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

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

SECTION ~~26~~25. ATTORNEYS' FEES.

In the event of any action to enforce the terms of this Development Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, paralegals' fees, and all costs incurred,

whether the same be incurred in a pre-litigation negotiation, litigation at the trial, or appellate level.

SECTION ~~27~~26. FORCE MAJEURE.

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

SECTION ~~28~~27. INDEMNIFICATION.

The Declarant shall indemnify and save the City harmless from and against any and all damages caused solely by the Declarant's development of the Subject Property as provided in this Development Agreement. This provision shall exclude any damages arising out of a third party challenging this Development Agreement or any ~~subsequent~~ development order issued by the City affecting the Subject Property as defined by State statute.

SECTION ~~29~~28. ENFORCEMENT: CITY'S RIGHT TO TERMINATE DEVELOPMENT AGREEMENT.

(a) This Development Agreement shall continue to be enforceable, unless lawfully

terminated, notwithstanding any subsequent changes in any applicable law.

(b) The failure by the Declarant to perform its material obligations hereunder shall constitute a default, entitling the City to pursue whatever remedies are available to it under Florida law or equity, including, without limitation, an action for specific performance and/or injunctive relief, or alternatively, the termination of this Development Agreement. Prior to the City filing any action or terminating this Development Agreement as a result of a default under this Development Agreement, the City shall first provide the Declarant written notice of said default. Upon receipt of said notice, the Declarant shall be provided a ninety (90) day period in which to cure the default to the reasonable satisfaction of the City prior to the City filing an action or terminating this Development Agreement. If ninety (90) days is not considered by the Parties to be a reasonable period in which to cure the default, the cure period shall be extended to such cure period acceptable to the City, but in no case shall that cure period exceed one hundred and eighty (180) days from initial notification of default. Upon the judicial termination of the Development Agreement, the Declarant shall immediately be divested of all rights and privileges granted hereunder.

SECTION ~~30~~29. CAPTIONS.

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

SECTION ~~31~~30. EXHIBITS.

Each exhibit referred to and attached to this Development Agreement is an essential part of this Development Agreement. The exhibits and any amendments or revisions thereto, even if not

physically attached hereto, shall be treated as if they are part of this Development Agreement.

SECTION ~~32~~31. INTERPRETATION.

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

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

SECTION ~~33~~32. FURTHER ASSURANCES.

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

SECTION ~~34~~33. COUNTERPARTS.

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

SECTION ~~35~~34. MODIFICATIONS, AMENDMENTS AND NON-WAIVER.

(a) Unless provided for in Section 5, above: (1) Amendments to and waivers of the provisions herein shall be made by the Parties only in writing by formal amendment, and (2) This Development Agreement shall not be modified or amended except by written agreement executed by all Parties hereto and upon approval of the City.

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

SECTION ~~36~~35. ENTIRE AGREEMENT AND EFFECT ON PRIOR AGREEMENTS.

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

(SIGNATURES ~~INTENTIONALITY~~INTENTIONALLY TO NEXT PAGE)

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

CITY OF FLAGLER BEACH, FLORIDA

_____

_____, Mayor

ATTEST:

_____

_____, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____

_____, Esq.

City Attorney

The foregoing instrument was acknowledged before me by means of [_] physical presence or [_] online notarization, this _____ day of _____, ~~2024~~2025, by ___, Mayor of the CITY OF FLAGLER BEACH, who is personally known to me.

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

WITNESSES:

"DECLARANT"
PALM COAST INTRACOASTAL, LLC

By:_____
William G. Allen, Jr., Manager

_____
Witness Signature

~~Print~~_____
Print Witness Name
Address:_____

_____

_____
Witness Signature

~~Print~~_____
Print Witness Name
Address:_____

_____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [_] physical presence or [_] online notarization, this _____ day of _____, ~~2024~~2025, by William G. Allen, Jr., Manager, of Palm Coast Intracoastal, LLC, a Florida limited liability company, (check one) [_] who is personally known to me or [_] who produced _____ as identification.

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

WITNESSES:

"VERANDA BAY"
VERANDA BAY INVESTMENTS, LLC

By: _____
William G. Allen, Manager

_____
Witness Signature

Print _____
Print Witness Name
Address: _____

_____

_____
Witness Signature

Print _____
Print Witness Name
Address: _____

_____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [_] physical presence or [_] online notarization, this _____ day of _____, 2025, by William G. Allen,, Manager, of VERANDA BAY, LLC, a Florida limited liability company, (check one) [_] who is personally known to me or [_] who produced _____ as identification.

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

EXHIBIT "A"

PALM COAST INTRACOASTAL, LLC
LEGAL DESCRIPTION

TRACTS 1A-5, 1A-7, 1A-8, AND 1A-13, AS LOCATED WITHIN THE SUBDIVISION PLAT OF **VERANDA BAY PHASE 1A**, AS RECORDED IN PLAT BOOK 40, PAGES 59 THROUGH 64, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

TOGETHER WITH:

PART OF TRACT 2A-1, TRACTS 2A-4 THROUGH 2A-10, TRACTS 2A-12 THROUGH 2A-14, PART OF TRACT 2A-15, AND TRACT 2A-22, AS LOCATED WITHIN THE SUBDIVISION PLAT OF **VERANDA BAY PHASE 2A,** AS RECORDED IN PLAT BOOK 40, PAGES 65 THROUGH 70, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

ALSO, TOGETHER WITH:

A PARCEL OF LAND IN SECTION 12, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID GOVERNMENT SECTION 12, THENCE DEPARTING SAID SOUTHERLY LINE NORTH 01°30'23" WEST A DISTANCE OF 1,203.23 FEET ALONG THE WESTERLY LINE OF SAID SECTION 12; THENCE NORTH 88°52'15" EAST, A DISTANCE OF 649.96 FEET; THENCE SOUTH 19°00'52" EAST, A DISTANCE OF 1,265.64 FEET; THENCE SOUTH 88°56'30" WEST, ALONG SAID SECTION LINE, A DISTANCE OF 1,030.73 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINING 23.22 ACRES, MORE OR LESS.

APPROVED PROPERTIES
LEGAL DESCRIPTION

TRACT 1A-A, PART OF TRACT 1A-1, TRACT 1A-4, TRACT 1A-6, TRACT 1A-9, TRACT 1A-10, PART OF TRACT 1A-11, AND PART OF TRACT 1A-12, TOGETHER WITH LOTS 43 THROUGH 98, ALL OF THE SUBDIVISION PLAT OF **VERANDA BAY PHASE 1A**, AS RECORDED IN PLAT BOOK 40, PAGES 59 THROUGH 64, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

TOGETHER WITH:

TRACT 2A-B, PART OF TRACT 2A-1, TRACT 2A-2, TRACT 2A-3 AND TRACT 2A-11, TOGETHER WITH LOTS 1 THROUGH 42 AND LOTS 99 THROUGH 122, ALL OF THE SUBDIVISION PLAT OF **VERANDA BAY PHASE 2A**, AS RECORDED IN PLAT BOOK 40, PAGES 65 THROUGH 70, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

VERANDA BAY INVESTMENTS LLC

LEGAL DESCRIPTION

TRACT 2A-A OF THE SUBDIVISION PLAT OF VERANDA BAY PHASE 2A, AS RECORDED IN PLAT BOOK 40, PAGES 65 THROUGH 70, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING 22.64 ACRES, MORE OR LESS.

TOGETHER WITH:

A PART OF SECTION 38 , TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING COMMENCE AT THE SOUTHEAST CORNER OF TRACT 2A-4 OF VERANDA BAY PHASE 2A AS RECORDED IN PLAT BOOK 40, PAGES 65 THROUGH 70 OF THE PUBLIC RECORDS OF SAID COUNTY AND SAID CORNER ALSO LIES ON THE WESTERLY RIGHT OF WAY LINE OF THE FLORIDA INTRACOASTAL WATERWAY; THENCE SOUTH 03°54’39” WEST, ALONG A WESTERLY LINE OF THE HISTORIC CHANNEL OF HAW LOVERS CREEK, A DISTANCE OF 57.72 FEET; THENCE SOUTH 19°27’17” EAST CONTINUING ALONG SAID WESTERLY LINE, A DISTANCE OF 644.30 FEET; THENCE SOUTH 68°58’11” EAST, A DISTANCE OF 113.95 FEET TO A POINT ON SAID FLORIDA INTRACOASTAL RIGHT OF WAY, THENCE SOUTH 21°17’55” EAST, A DISTANCE OF 338.95 FEET TO THE NORTHERLY LINE OF TRACT “PL-3” OF GARDENS AT HAMMOCK BEACH AS RECORDED IN PLAT BOOK 35, PAGES 80 THROUGH ; THENCE WESTERLY ALONG SAID NORTHERLY LINE THE FOLLOWING FIVE COURSES: SOUTH 69°58’00” WEST, A DISTANCE OF 666.02 FEET; THENCE SOUTH 20°00’08” WEST, A DISTANCE OF 243.62 FEET; THENCE SOUTH 69°00’06” WEST, A DISTANCE OF 512.95 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 475.00 FEET AND A CENTRAL ANGLE OF 36°00'11" AND AN ARC DISTANCE OF 298.48 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH 86°59’57” WEST AND A CHORD DISTANCE OF 293.59 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 75°04’31” WEST, A DISTANCE OF 102.42 FEET; THENCE NORTH 43°30’12” WEST, DEPARTING FROM SAID NORTHERLY LINE, A DISTANCE OF 153.12 FEET TO A POINT ON THE MOST SOUTH POINT OF SAID VERANDA BAY PHASE 2A; THENCE NORTHESTERLY AND EASTERLY ALONG THE EASTERLY AND SOUTHERLY LINES OF SAID VERANDA BAY PHASE 2A THE FOLLOWING EIGHTEEN COURSES: THENCE NORTH 40°42’12” EAST, A DISTANCE OF 202.16; THENCE NORTH 10°41’45” EAST, A DISTANCE OF 133.22 FEET; THENCE NORTH 24°30’13” WEST, A DISTANCE OF 127.26 FEET; THENCE NORTH 69°22’08” EAST, A DISTANCE OF 232.49 FEET; THENCE NORTH 20°51’44” WEST, A DISTANCE OF 115.00 FEET; THENCE NORTH 69°22’08” EAST, A DISTANCE OF 129.58 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 11°10’11”; THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 4.87 FEET AND SUBTENDED BY A CHORD BEARING OF NORTH 26°34’59” WEST AND A CHORD DISTANCE OF 4.87 FEET TO A POINT ON SAID CURVE; THENCE NORTH 69°44’10”

EAST, A DISTANCE OF 50.00 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90°22’02”; THENCE NORTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 39.43 AND SUBTENDED BY A CHORD BEARING OF NORTH 24°11’07” EAST AND A CHORD DISTANCE OF 35.47 FEET TO A POINT ON SAID CURVE; THENCE NORTH 21°21’56” WEST, A DISTANCE OF 50.00 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 11°10’11”; THENCE WESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 4.87 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH 74°57’14” WEST AND A CHORD DISTANCE OF 4.87 FEET TO A POINT ON SAID CURVE; THENCE NORTH 20°59'54"WEST, A DISTANCE OF 822.65 FEET TO A POINT OF A CURVE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 5.00 FEET AND A CENTRAL ANGLE OF 90°00’00”; THENCE NORTHEASTRLY ALONG SAID CURVE AN ARC DISTANCE OF 7.85 FEET AND SUBTENDED BY A CHORD BEARING OF NORTH 24°00’06” EAST AND A CHORD DISTANCE OF 7.07 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 69°00’06” EAST, A DISTANCE OF 503.11 FEET; THENCE SOUTH 20°54’52” EAST, A DISTANCE OF 180.00 FEET; THENCE NORTH 69°00’06” EAST, A DISTANCE OF 85.08 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 65.00 FEET AND A CENTRAL ANGLE OF 140°24’30”; THENCE SOUTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 159.29 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH 41°16’28” EAST AND A CHORD DISTANCE OF 122.32 FEET TO THE POINT OF TANGENCY OF SAID CURVE ; THENCE NORTH 69°00’58” EAST, A DISTANCE OF 250.79 FEET TO THE POINT OF BEGINNING. CONTAINING 35.44 ACRES, MORE OR LESS.

EXHIBIT "B"

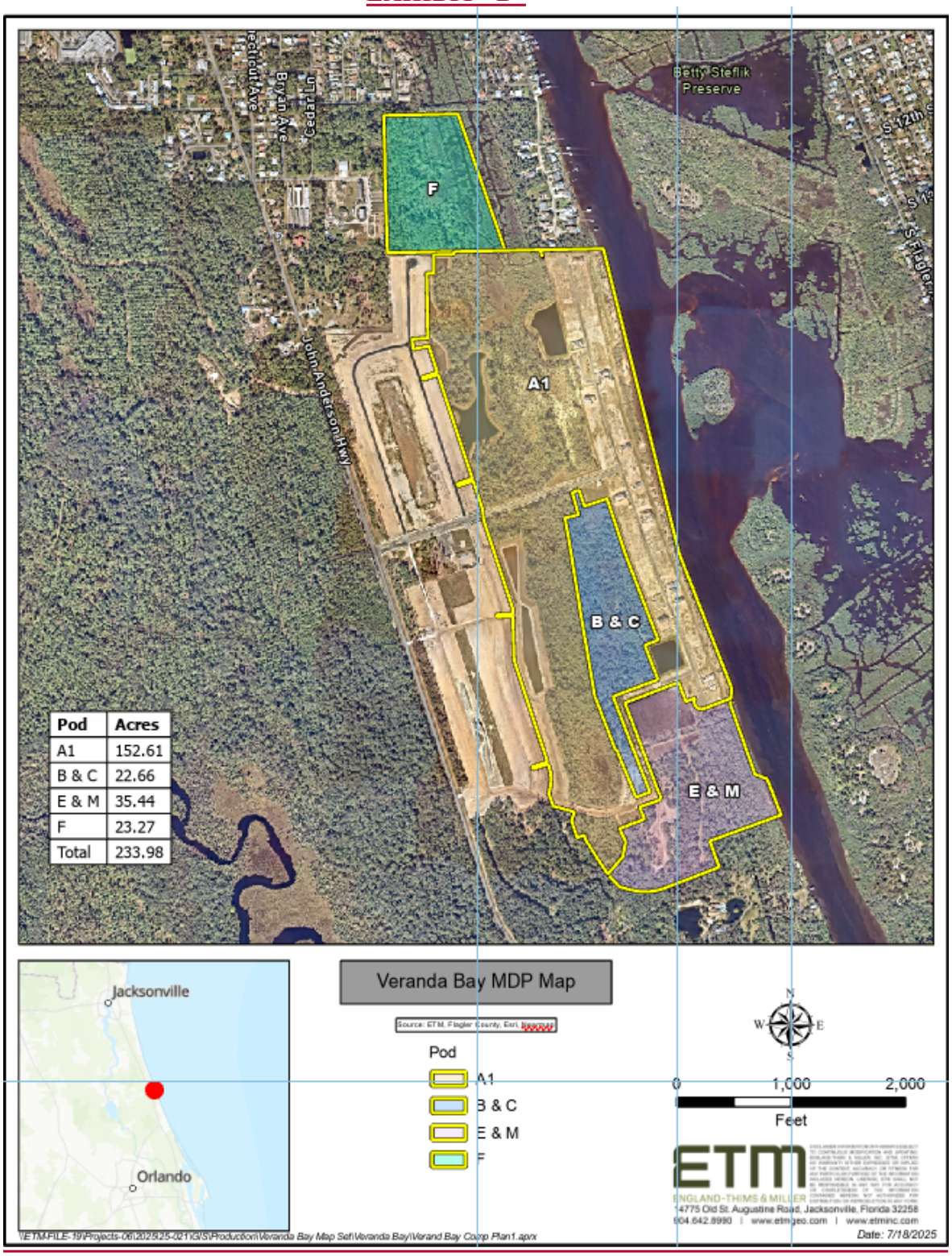

F
A1
B & C
E & M
Betty Steflik Preserve
John Anderson Hwy
Bryan Ave
Pecircut Ave
Cedar Ln
S 12th
S Flagler
Pod | Acres
A1 | 152.61
B & C | 22.66
E & M | 35.44
F | 23.27
Total | 233.98
Jacksonville
Orlando
Veranda Bay MDP Map
Source: ETM, Flagler County, Esri, Maxar
Pod
A1
B & C
E & M
F
N
W
E
S
0
1,000
2,000
Feet
ETM
ENGLAND-THIMS & MILLER
14775 Old St. Augustine Road, Jacksonville, Florida 32258
904.642.8990 | www.etmgeo.com | www.etminc.com
\\ETM-FILE-19\Projects-06\2025\25-021\GIS\Production\Veranda Bay Map Set\Veranda Bay\Verand Bay Comp Plan1.aprx
Date: 7/18/2025

EXHIBIT "C"

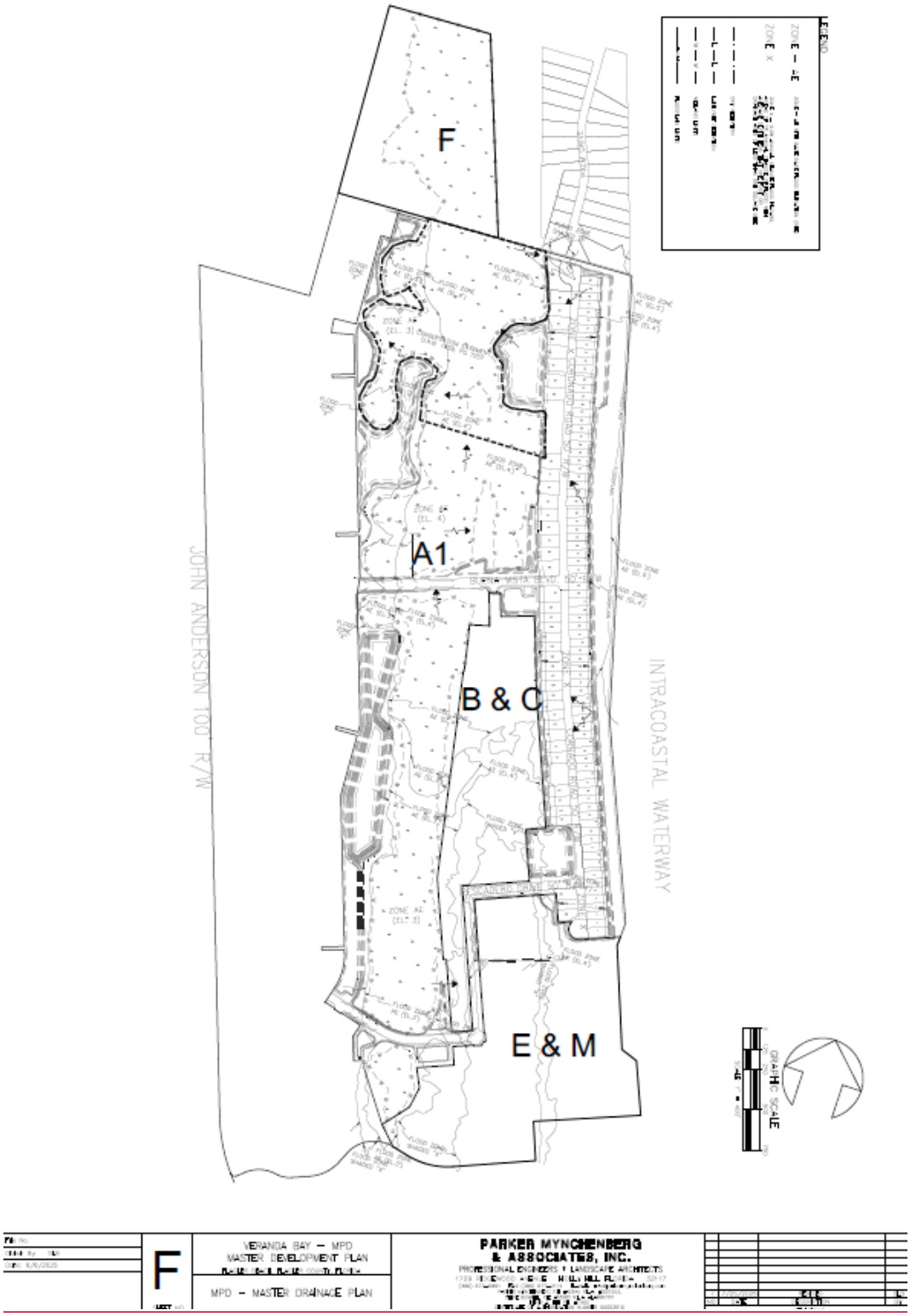

F
A1
B & C
E & M
JOHN ANDERSON TOLL R/W
INTRACOASTAL WATERWAY
LEGEND
VERANDA BAY – MPD
MASTER DEVELOPMENT PLAN
MPD – MASTER DRAINAGE PLAN
PARKER MYNCHENBERG
& ASSOCIATES, INC.

EXHIBIT "D"

LANDSCAPE GUIDELINES

GENERAL:
All developed home sites shall be landscaped according to plans approved by the ARC. It is the intent of the ARC that all residential planting be consistent in terms of quantity, mass and quality. All plant material used shall be classified as Florida Fancy. All walls require foundation plantings, and plant height and size shall accentuate and compliment the home's architecture. Tree and palm staking shall be removed no later than 12 months from installation. Landscaping as approved by the ARC shall be complete at the time of submittal of the Builder's Construction Completion Transmittal (Attachment #3) to the ARC. All shrubs, trees, grass and plantings of every kind shall be kept well maintained, properly cultivated and free of trash and other unsightly material.

Each lot's landscaping shall have three general elements: front yard planting, side yard planting and rear yard planting. Plant requirements for each area are contained in the Landscape Design Criteria along with the plant requirements for each area.

LANDSCAPING PLAN:
A basic landscape plan for each home site must be designed by a professional landscape architect or landscape designer and be submitted to and approved by the ARC. The plan is to be submitted along with the other required items at the time of application. It shall incorporate existing vegetation on the site, if any, and show any existing trees to be removed. The landscape plan shall indicate all plant types by botanical and common names, sizes, height, spread, caliper and plant spacing. Additionally, the plants shall be identified on the plan as well as in a master plant list. Tree and shrub placement should take into account the location of utilities and minimize conflicts with water, sewer and electric utilities.

EXISTING TREES:
In order that the natural beauty of the home site may be preserved, no living tree having a diameter of six (6) inches or more, as measured one (1) foot above the natural grade, shall be destroyed and removed from the property unless approved by the ARC in connection with its approval of the plans and specifications for the construction of improvements on the property. The builder shall take special care during construction not to injure or destroy trees or tree root systems including use of protective barriers to keep equipment away from trees.

SHRUBBERY:
In general, no hedge, shrubbery or vegetation of any kind shall be placed in the form of a fence on any lot across the front street line or on either of the side lot lines. The ARC may approve, on a case-by-case basis, hedges on rear side lot lines.

SOD:
All areas within each home site not covered with pavement, buildings, shrubs, or groundcover shall be completely sodded (St. Augustine or Floratam), unless otherwise approved by the ARC.

MULCH:
All planting areas within each home site shall be covered and maintained with two (2) inches or more of pine, cypress, or other suitable mulch. The type of mulch shall be identified on the landscape plan. If rock is to be used, it must be white, gray or brown river rock, and must be identified on the landscape plan.

PLANT MATERIALS:
Plant materials shall equal or exceed the standards for Florida Fancy. The landscape plan shall indicate all plant types by Botanical and common names, sizes, height, spread, caliper and plant spacing. All plant materials are subject to the review and approval of the ARC. No artificial vegetation will be permitted on the exterior of any home.

IRRIGATION:
All landscaped areas shall be provided with an automatic underground irrigation system or sprinkling system connected to a reclaimed water source, a central irrigation system, or a potable water supply. Irrigation must be provided to the back of the curb of the adjacent street and to the shoreline of all portions of a lake, marsh or other watercourse within or adjacent to the home site, except that irrigation of conservation easements is not required. The use of rain sensors shall be incorporated into the design. The homeowner will be subject to rules and regulations concerning irrigation issued by the master association. Irrigation systems shall not draw water from lakes, ponds, or other water management areas, unless approved by the ARC. No well of any kind shall be dug or drilled on any residential lot.

FERTILIZERS AND PESTICIDES:
Only biodegradable fertilizers and pesticides approved by the U.S. Environmental Protection Agency and the Florida Department of Environmental Regulation shall be used.

LANDSCAPE DESIGN CRITERIA

FRONT YARD PLANTING:
All front yard planting to consist of the following:
18' – 24' on average height palm trees
5' accent tree
14' street tree (minimum 2" caliper) - shade tree
3-gallon shrub mass
3-gallon groundcover mass
1-gallon groundcover mass
10-gallon specimen accents

SIDE YARD PLANTING:
All side yard planting to consist of the following:
3-gallon foundation hedge
Foundation plantings to extend 1/3 the length of the home

REAR YARD PLANTING:
All rear yard planting to consist of the following:
Two - 6' shade trees
If any palm tree is to be used, they must be 18' – 24' on average height palm trees
10-gallon shrub mass
3-gallon foundation shrub
3-gallon groundcover mass
10-gallon accent shrubs



Flagler Beach City Commission
November 13, 2025

Voluntary Annexation Application
Large Scale Land Use Map & Text Amendment Application
Master Development Plan Rezoning Application

Project Team

Palm Coast Intracoastal, LLC
Veranda Bay Investments, LLC

Landowner/Developer
Ken Belshe - Representative

Legal
Michael D. Chiumento

Legal
Jay Livingston

Planning
Lindsay Haga, AICP
Jeff Crammond, P.E.

Transportation
Rajesh Chindular, P.E.
Holly Walker, P.E.

Engineering

Environmental


Marina del Palma

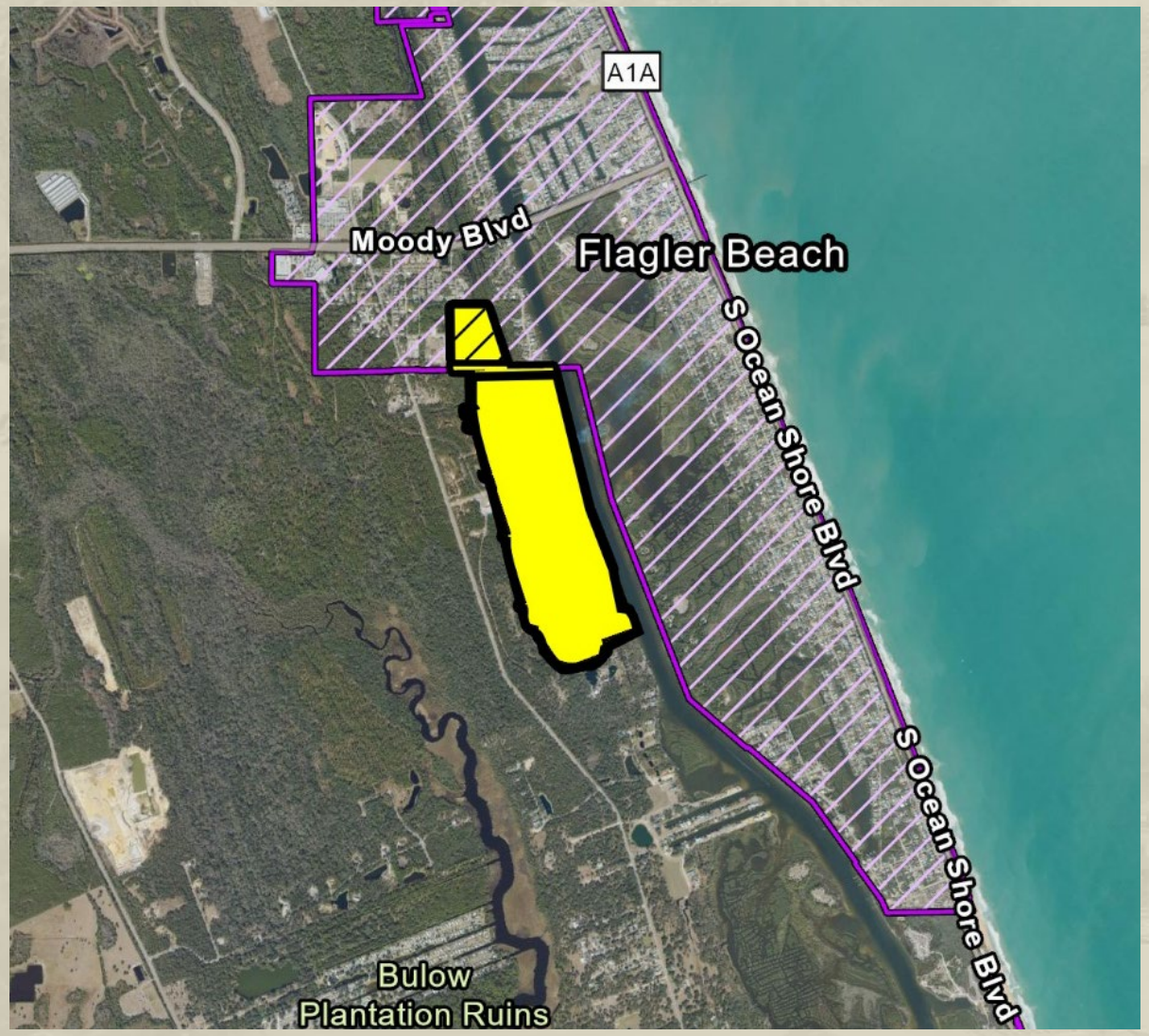

Palm Coast Plantation


Palm Coast Plantation

Location

Vicinity Map

Situated adjacent to Flagler Beach city limits on the west side of the city.



History

November 7, 2005

Gardens at Hammock Beach PUD approved by Flagler County

January 2, 2008

1,114 +/- acres conveyed to Flagler County for Conservation, Recreation & Public Safey

May 24, 2018

Current owner acquires the entire PUD

November 25, 2020

Flagler County approves first phase of 335 lots along with an amendment to Conceptual Site Plan

History

January 25, 2024	September 3, 2024	October 17, 2024	Summer 2025
City of Flagler Beach Mayor and City Commissioner send letter to invite the developer to consider annexation to Flagler Beach	Flagler Beach PARB recommends approval - unanimous	Flagler Beach City Commission 1st Reading Approval	Refiled as two applications

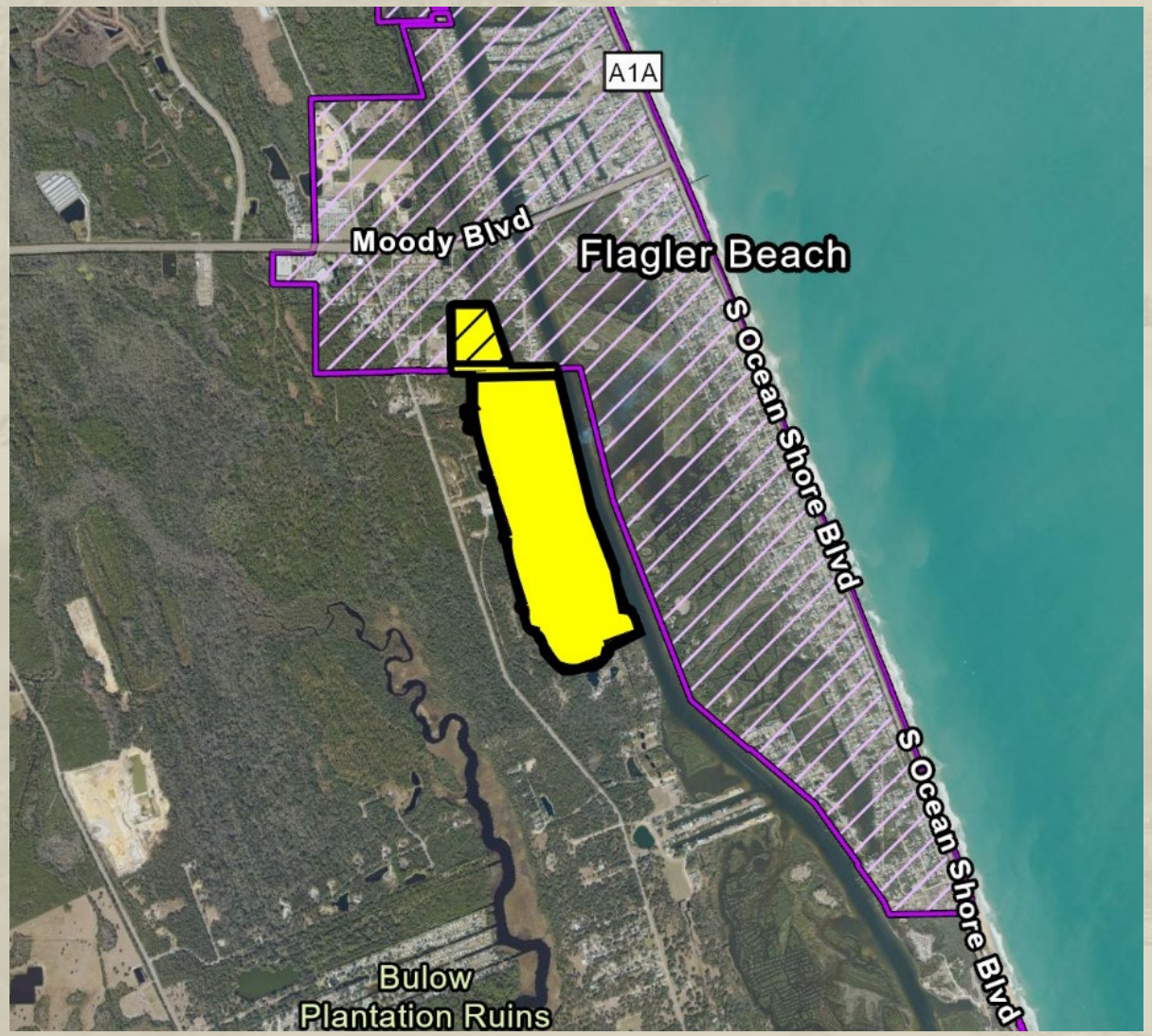
Today

Veranda Bay Project Applications

Location

Vicinity Map

Situated adjacent to Flagler Beach city limits on the west side of the city.

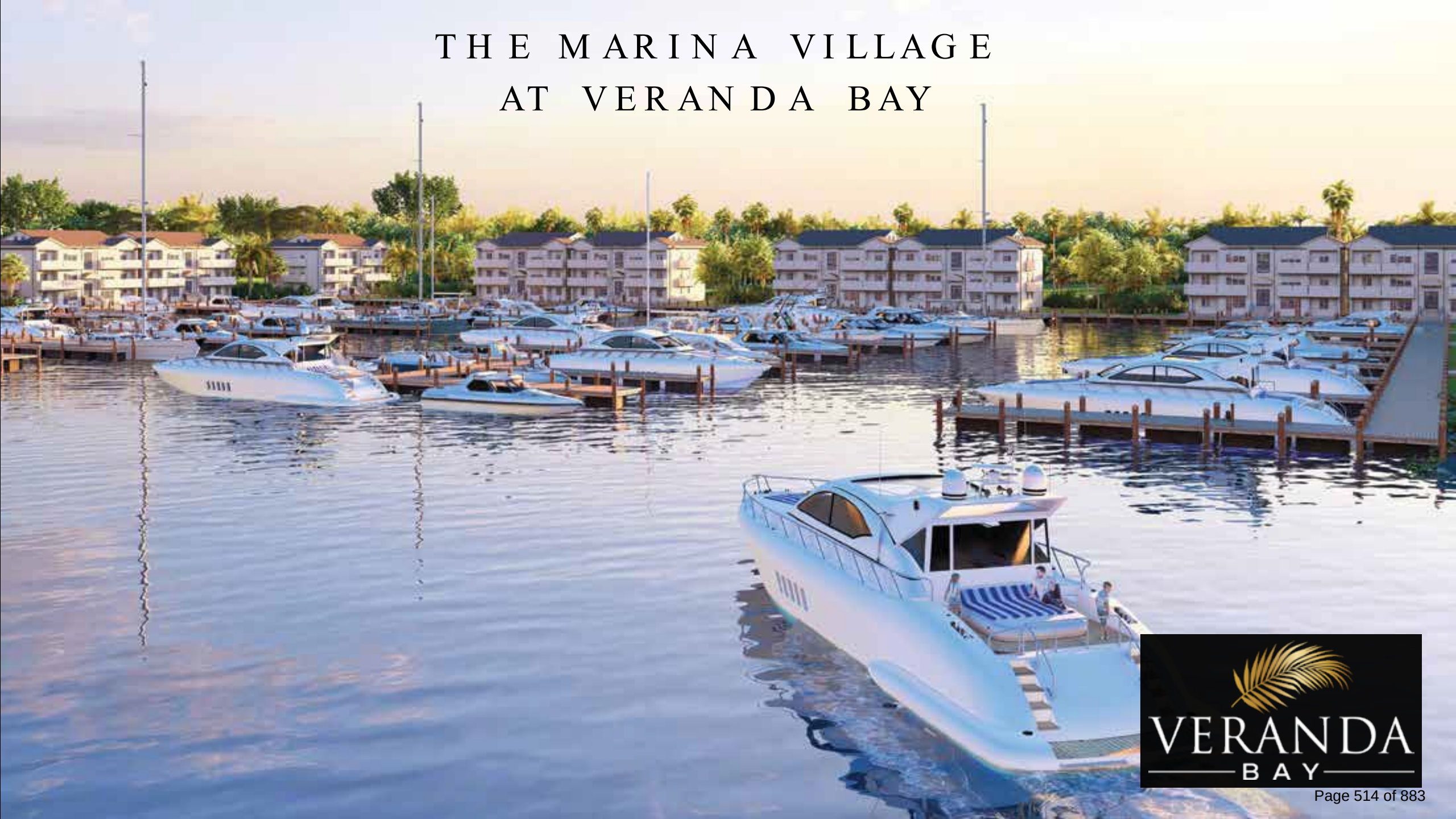


Developer's Vision

- Marina Village: 150 wet slips/berths surrounded by up to 157 waterfront condominiums
- Ship Store & public boat fueling station
- Waterfront Restaurant open to the public
- 98 new lots & 122 existing lots
- Private amenities

- 40% open space
- 50% of landscape Florida native
- John Anderson roadway buffer
- Tree preservation commitment
- Donation of City park
- Commitment to stormwater harvesting and reclaimed water for irrigation – no wells

THE MARINA VILLAGE
AT VERANDA BAY



VERANDA
BAY


VERANDA
BAY


VERANDA
BAY







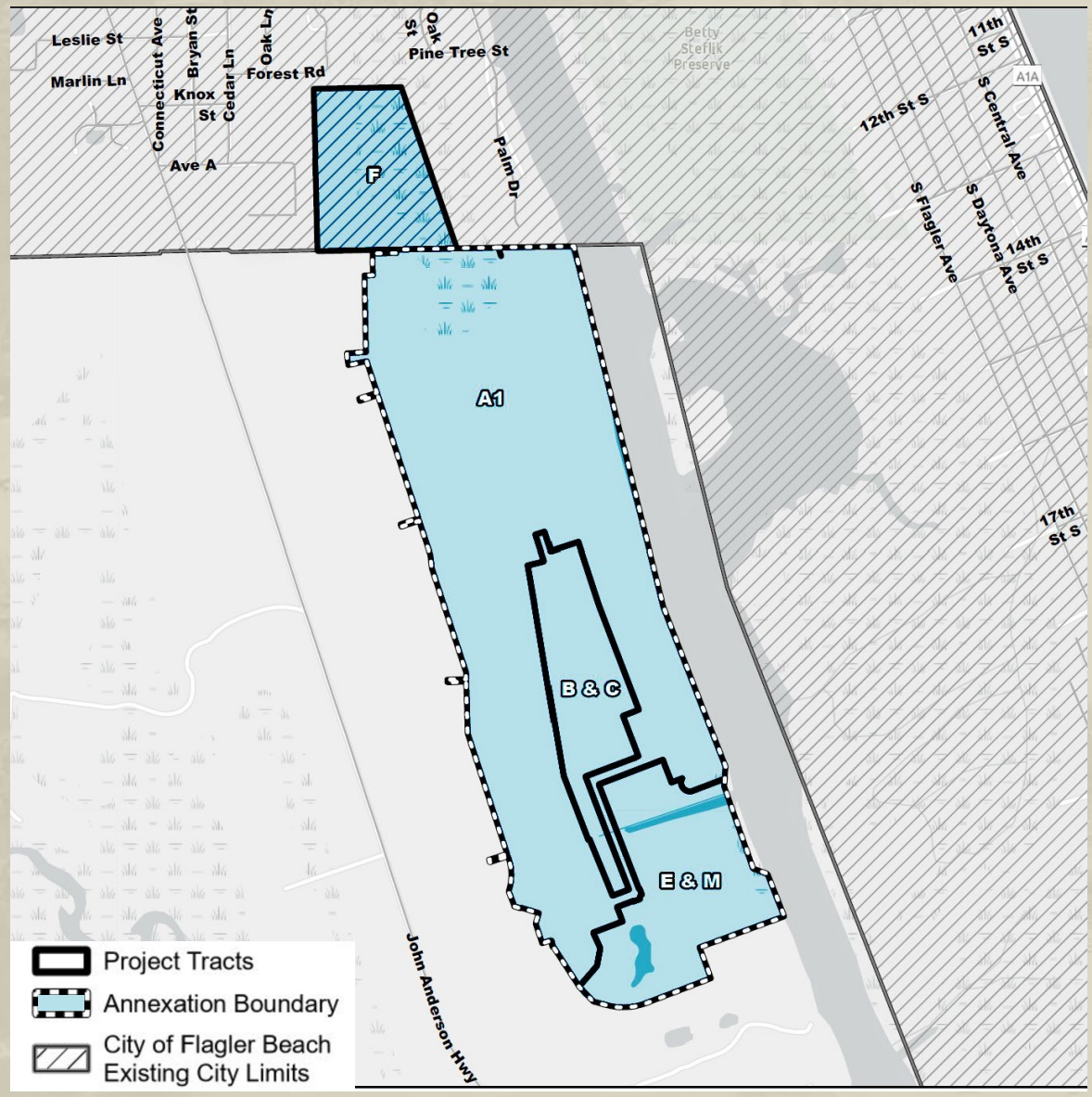

VERANDA
BAY

Project Elements

Planning	Public Infrastructure	Environmental	Drainage
Master Plan	Transportation	Open Space	Master Stormwater Plan
Development Program	Utilities	Preservation	
	Public Safety	Buffering	
	School Planning		
	Parks		

Annexation

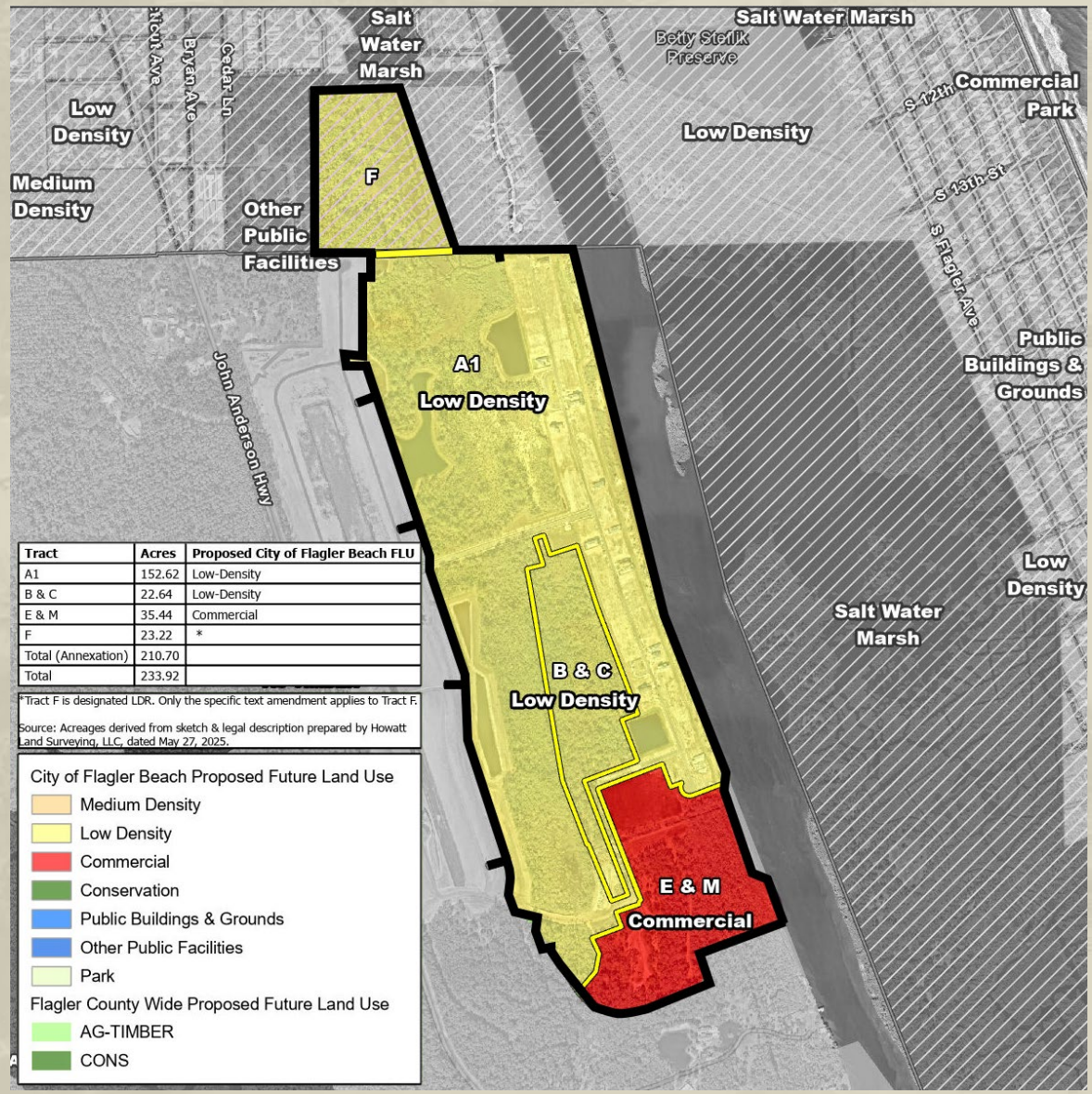
- 23 acres in City (Tract F)
- 210 acres to be annexed
- Consistent with FS171



Planning

Proposed Future Land Use Map





Tract	Acres	Proposed City of Flagler Beach FLU
A1	152.62	Low-Density
B & C	22.64	Low-Density
E & M	35.44	Commercial
F	23.22	*
Total (Annexation)	210.70	
Total	233.92	

*Tract F is designated LDR. Only the specific text amendment applies to Tract F.

Source: Acreages derived from sketch & legal description prepared by Howatt Land Surveying, LLC, dated May 27, 2025.

City of Flagler Beach Proposed Future Land Use
- Medium Density
- Low Density
- Commercial
- Conservation
- Public Buildings & Grounds
- Other Public Facilities
- Park

Flagler County Wide Proposed Future Land Use
- AG-TIMBER
- CONS

Planning

Proposed Future Land Use & Text Amendment

EXHIBIT C

Veranda Bay ("Property") Comprehensive Plan Text Amendment

Policy A.1.1.3.H – Development of the Property shall be limited to a maximum of 377 residential units, a maximum of 16,200 square feet of nonresidential uses and a maximum of 150 marina berths ("Development Plan"). Land uses permitted within the Low Density Residential and Commercial Future Land Use designation shall be allowed as permitted in the City Comprehensive Plan and Land Development Regulations (July 2025), however, in accordance with this policy, density and intensity permitted by the Comprehensive Plan do not apply to this development. Changes to the Development Plan may be permitted providing the net new external trips (PM peak hour) do not increase as certified by the Developer's traffic engineer.

Planning

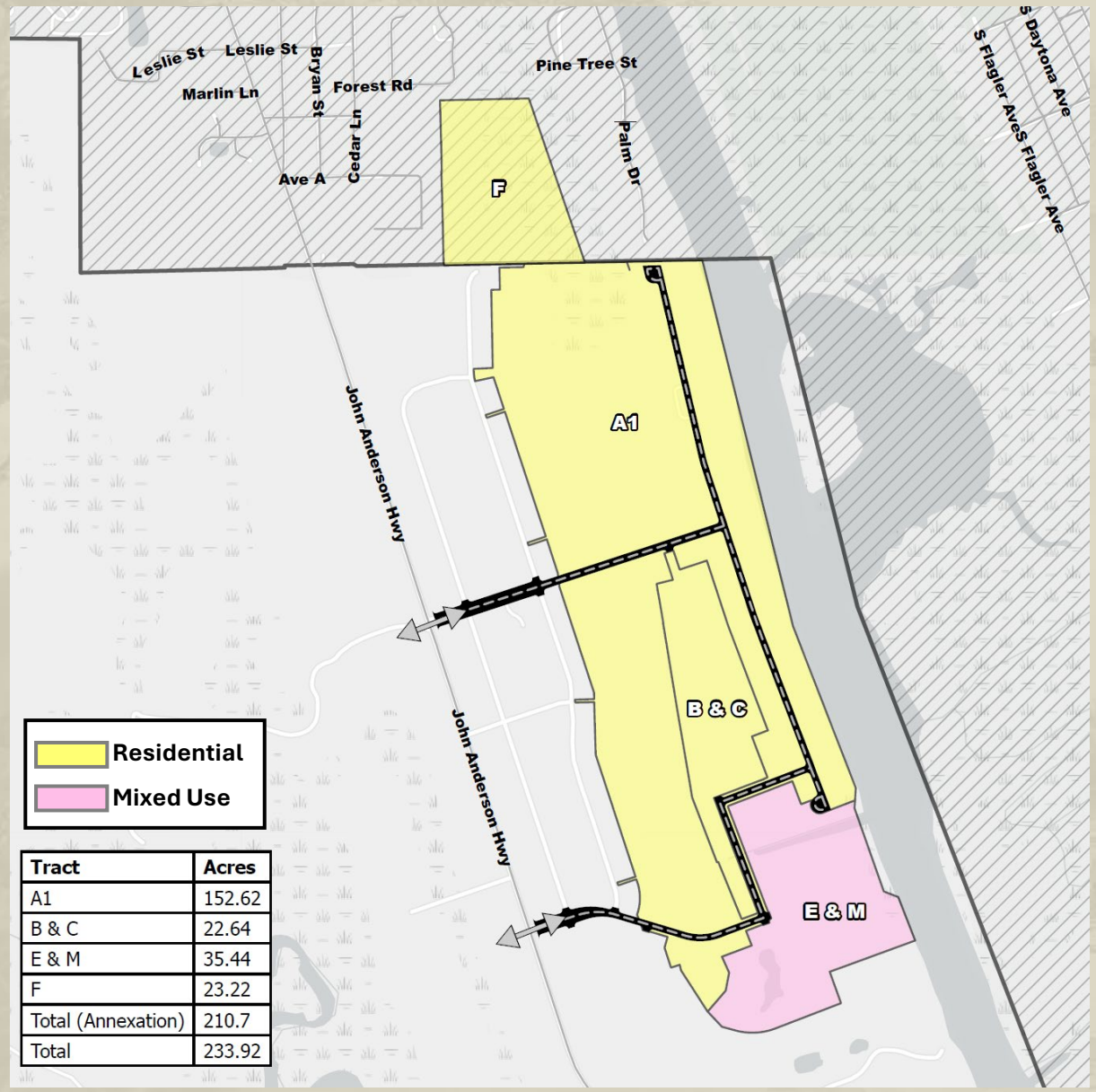
Rezoning Application

MPD Master Plan

- 377 Homes
- 16,200 square feet retail
- 150 marina berths

MPD Text

- Mixed Use, low density (1.6 units/ac)
- 40% Open Space
- 35’ building height
- Vehicular & Pedestrian Access
- Clean Marina Program
- Commercial architectural requirements per City LDR



Tract	Acres
A1	152.62
B & C	22.64
E & M	35.44
F	23.22
Total (Annexation)	210.7
Total	233.92

Public Infrastructure

- **Transportation**
- **Utilities**
- **Public Safety**
- **School Planning**
- **Parks**

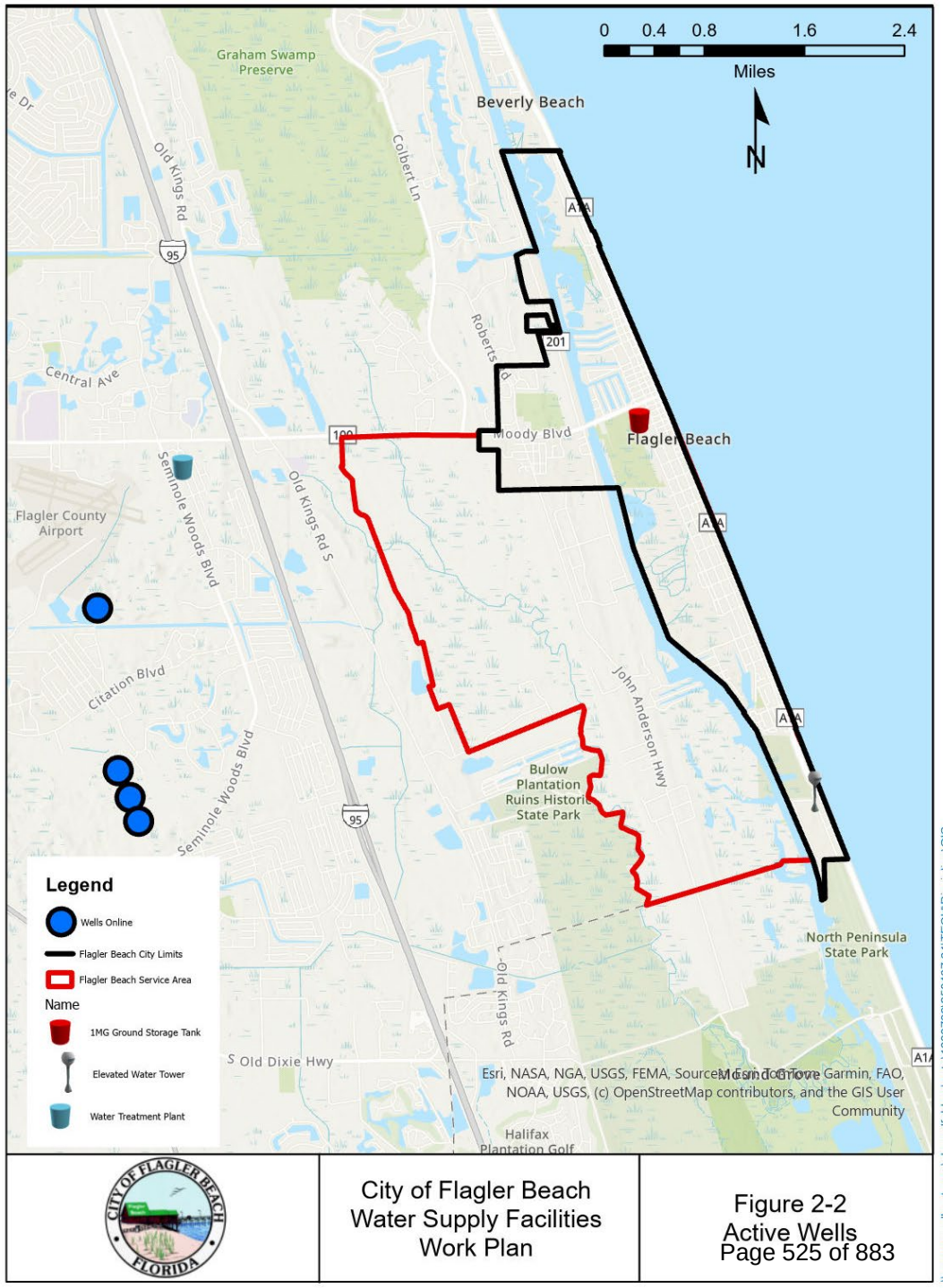
Transportation

Segment & Intersection Analysis

- Existing roadway infrastructure will accommodate build out of the development (YR2035)
- All roadway segments will operate at adopted LOS
- If mitigation during platting process, Developer will be required to pay.
- Access/Intersection improvements will be constructed or mitigated at engineering plan approval

Utilities: Water & Sewer

- Developer has already installed **$6.0MM** in water/wastewater lines at no cost to the City
- Adequate capacity exists to serve the project at its full build out
- Developer has already installed **$2.4MM** in reuse lines at no cost to the City
- Common area reuse water incentive
- Homebuilders will pay impact fees in place at time of building permit
- Estimated minimum **$2.8MM** to be paid in utility impact fees
  (*Source: Veranda Bay building permit assessments)*



City of Flagler Beach

800 South Daytona Avenue
Flagler Beach, Florida 32136
Phone 386-517-2000 Ext. 230
Cell 386-276-1007

Office of the City Engineer

September 3, 2024

Subject: Water and Waste-water capacity

Lupita McClenning:

After reviewing our Consumptive User permit from St. Johns River Water Management District, we have a maximum daily allowance of 0.912 MGD. This has been reduced by 10% since the city has had more than 10% of unaccounted water in 2019. Based on our latest reports from Jim Ramer, we are averaging 0.610 MGD for the month of August. This gives the City of Flagler beach the ability to increase our use approximately 23% before we will be required to apply for a new Consumptive use permit. Keep in mind, this does not tank into account any committed flows, already permitted, but not completed yet. The current water plant has a maximum design capacity of 1.5 MGD. In order to set our water plant up for future growth, we will need to start acquiring property for new wells and begin discussions with SJRWMD to increase our consumptive use permit. We have acquired well sites #17 and #18, however wells #10 and #11 may be approaching the end of their useful life, therefore the new wells may not provide the city with additional capacity. We will then need to plan for increasing the capacity of our water treatment plant to at least 2.0 MGD.

The Waste Water Treatment plant currently has a design capacity of 1.0 MGD. We are currently in design, to replace the existing WWTP. The new WWTP will increase our design capacity from 1.0 MGD to 1.5 MGD, with the ability to expand it to 2.0 MGD in the future, if needed. If the city of Flagler Beach intends to grow beyond the 2.0 MGD design capacity, we may need to make sure we have the room for additional expansion at the existing site.

Sincerely,

William Freeman

William H. Freeman, P.E.

City of Flagler Beach

P.O. Box 70 • 105 South Second Street
Flagler Beach, Florida 32136
Phone (386) 517-2000

November 16, 2023

Ms. Denise Bevan
City Manager, Palm Coast
160 Lake Avenue
Palm Coast, Florida 32164

Dear Ms. Bevan:

Based upon conversations with several stakeholders, the owner of several properties, in general and commonly referred to as "Veranda Bay," has expressed interest in annexing the subject properties into the Palm Coast city limits. A map depicting the general area is attached for reference but a list of specific Parcel Identification numbers to be considered for annexation will be subsequently appended to this correspondence.

Under the provisions of the Interlocal Agreement (Water and Wastewater Service Area- John Anderson Corridor) between Flagler County and the City of Flagler Beach (May 16, 2016), the City of Flagler Beach is responsible for the installation (or procurement) and provision of utility services to the subject parcels.

For the purpose of providing utility services, the City's Water Treatment Plant has a production capacity of 2,000,000 gallons per day. The current permit issued by St. Johns River Water Management District (SJRWMD) allows for an average daily withdrawal of water in the amount of 912,000 gallons per day. The permit is in effect until 2036 when the permit will be reviewed. Daily usage of water in 2022 averaged 616,000 gallons. Current storage capacity of treated water is 1,400,000 gallons. Additional wells and storage are planned to increased capacity.

The City's Wastewater Treatment Plant has a current capacity of 1,000,000 gallons per day. A planned expansion of the facility will increase the capacity to 1,500,000, with additional capacity designed to further increase capacity to 2,000,000 gallons per day and incorporate the re-use of wastewater. The most recent three-month average (August, September, October) of daily usage was 798,000 gallons per day.

The above information confirms that the City of Flagler Beach has sufficient existing utility capacity (and the means to develop additional capacity, if necessary) to accommodate the future demand for utility services within the City and for the additional development of "Veranda Bay."

Sincerely,

Dale L. Martin
City Manager

Mr. Dale L. Martin, City Manager; dmartin@cityofflaglerbeach; mobile (904) 557-5047

Utilities: Water

2.0 MGPD (Expansion Capacity)

1.5 Million GPD (Plant Capacity)

1.45 MGPD

98,020 GPD (Projected Veranda Bay Year 2030 Demand)

426,200 GPD (Projected Summertown Year 2045 Demand)

929,750 GPD (Current City Demand)

Utilities: Wastewater

2.0 MGPD (Expansion Capacity)

1.5 Million GPD (Plant Capacity)

2.3 MGPD

487,600 GPD (Projected Veranda Bay Year 2030 Demand)

490,720 GPD (Projected Summertown Year 2045 Demand)

1,372,848 GPD (Current City Demand)

Fire Protection & Other Public Safety

- Developer previously donated three (3) acre parcel for fire station to Flagler County
- Developer previously donated one (1) acre parcel for mosquito control to Flagler County
- Estimated **$935,063** to be paid in Fire and Police impact fees
  (*Source: City of Flagler Beach, average home size 2,500 square feet*)

School Planning



Public Schools

- Developer working with the Flagler County School District for school planning.
- Developer will mitigate for any school impacts as required by county regulations.
- Estimated **$2.0MM** to be paid in public school impact fees
  (Source: Flagler County)

Parks

Recreation

- Prior conveyance of lands, including public boating facility land to Flagler County
- Developer commits to convey a two (2) acre park site with direct access to John Anderson Highway
- Developer commitment to work with Flagler County to link to Bulow Creek Headwaters Regional Park
- Developer will provide private parks and amenities to serve all 377 homes





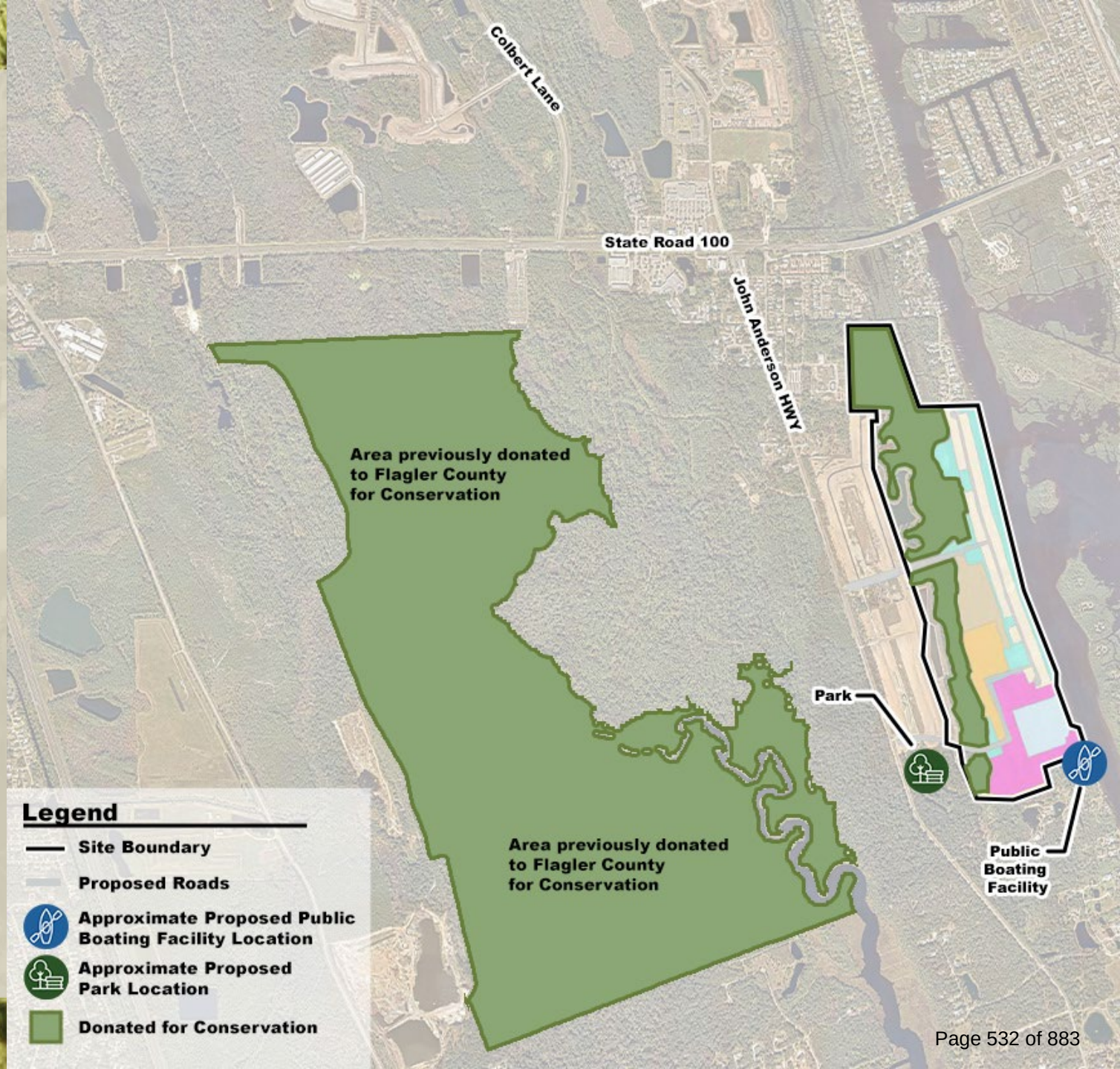
Environmental

Habitat & Species

- Previously dedicated 1,100 ac. to County.
- Environmental Assessment Report
- Wildlife Habitat Identified (Gopher Tortoise).
- Wetlands identified and surveyed.

Historic Resources

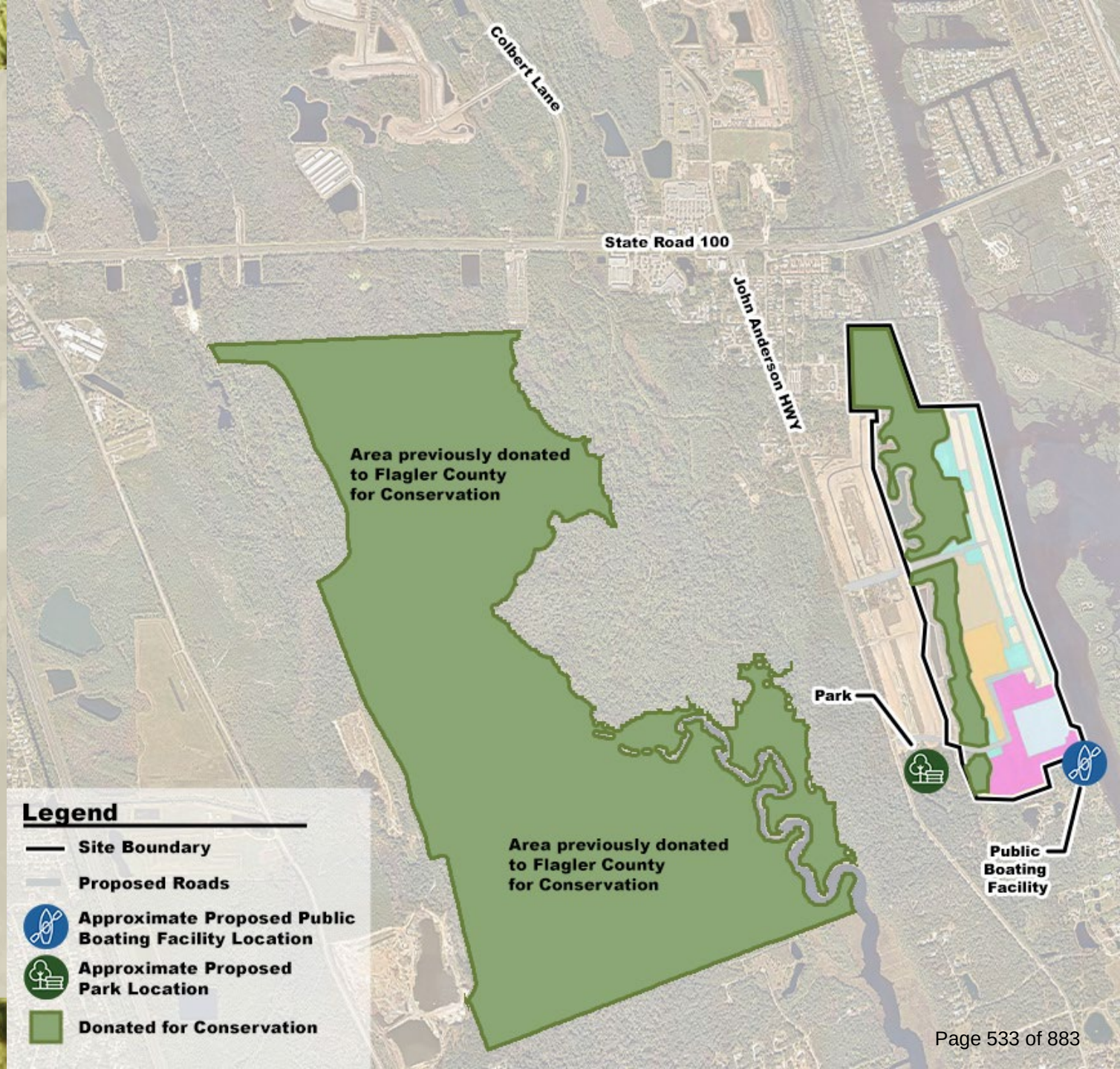
- Study performed and no outstanding issues.



Environmental

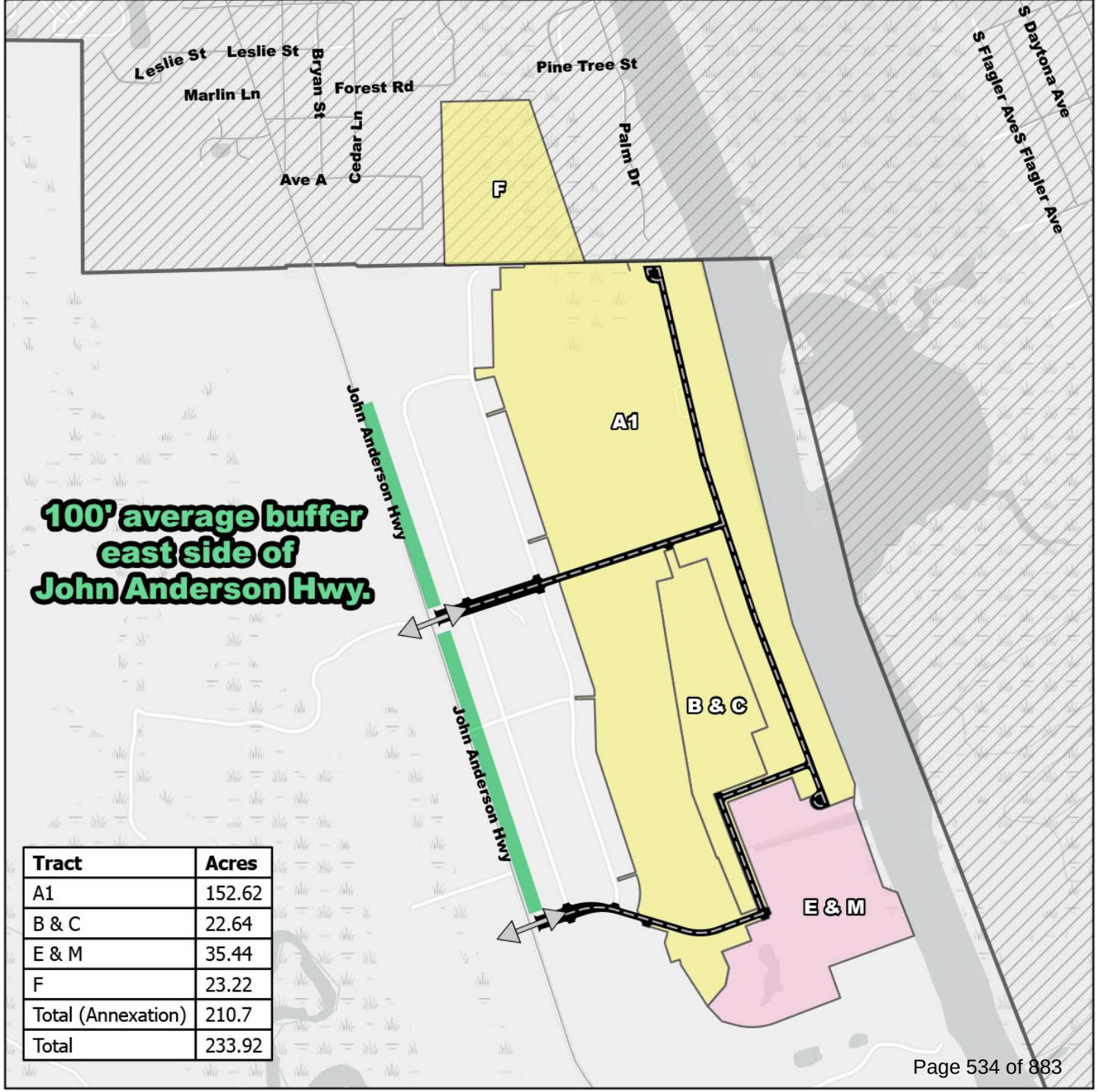
Open Space & Wetland Protection

- Minimum 40% of the Project shall be open space
- Minimum of 42 acres (17% of Project) dedicated as conservation
- Wetland Impact categorized by quality assessment
- Wetland Buffers
  - Natural upland buffer adjacent to wetlands and saltwater marshes



Environmental

- Average 100-foot buffer along John Anderson Highway
- Stormwater harvesting or reclaimed water for irrigation
- 50% of residential common areas shall be native, drought-tolerant or waterwise vegetation
- Three shade trees per detached lot
- Tree survey for Distinct Trees
  - Mitigation $25 per diameter inch, up to a maximum of $4,000 per Distinct Tree



Tract	Acres
A1	152.62
B & C	22.64
E & M	35.44
F	23.22
Total (Annexation)	210.7
Total	233.92

Drainage

Master Stormwater Plan

- Finished Floor Elevation to be above flood zone x
- Master Drainage Plan
- Master stormwater system owned and maintained by the CDD/HOA

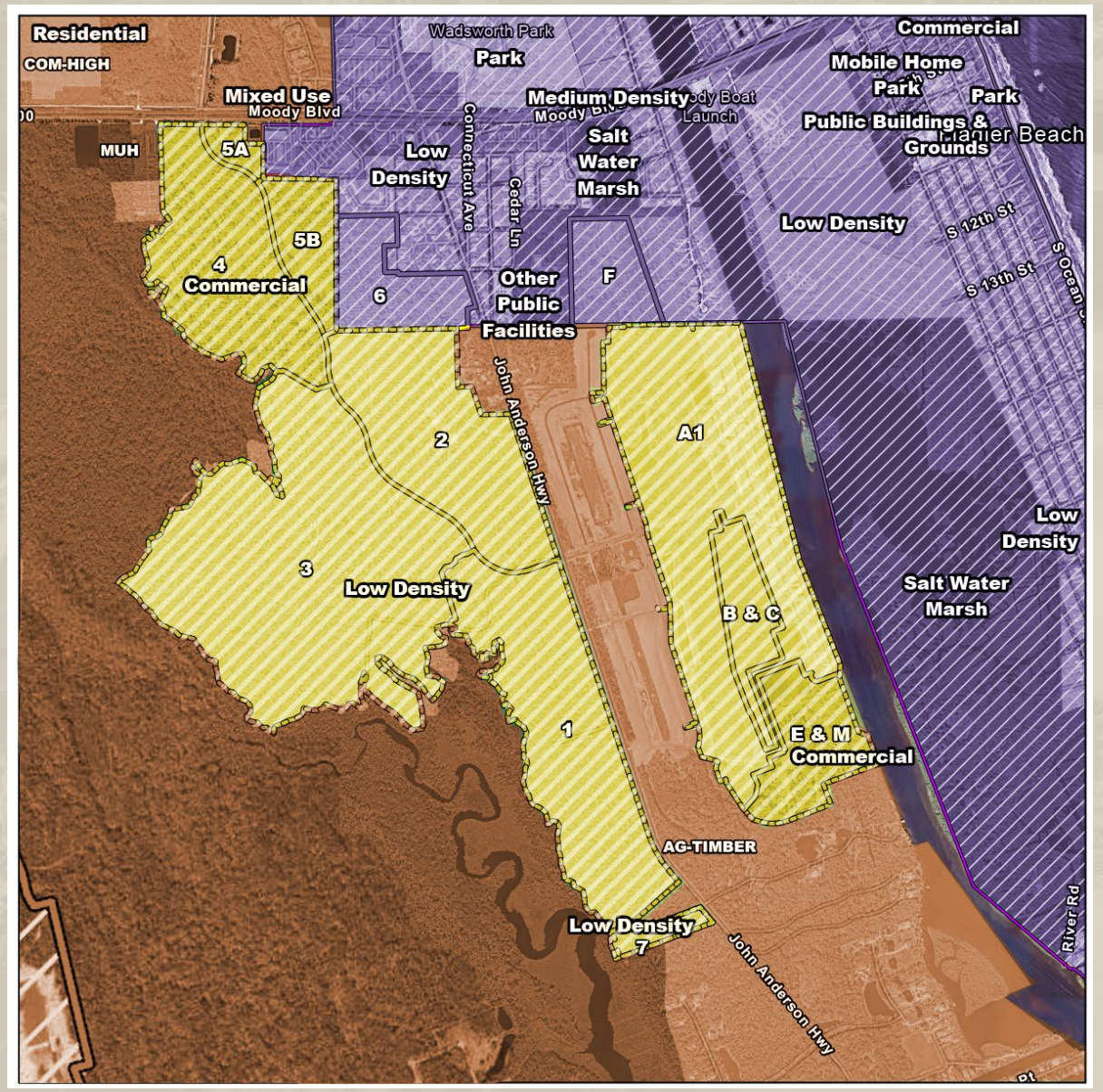
Summary

- **Mixed Use Development** program: a maximum of **377 homes** and **16,200 square feet of retail** and **150 marina berths** to create a destination and increased tax base
- **Conservation** & **Recreation** set aside
- Roadway buffers
- Public safety set aside and impact fee payment
- The project is compatible with the surrounding zoning and Comprehensive Plan
- The infrastructure, recreational and community support amenities to serve this project are **in place** or **will be constructed**.
- Staff recommends **approval** of the FLUM amendment and MPD rezoning, finding both applications consistent with the Comprehensive Plan.

Requested actions

- **Approve** by **first reading** the Voluntary Annexation
- **Approve Transmittal** of the Comprehensive plan amendment
- **Approve** by **first reading** the MPD rezoning

Thank You


Residential
COM-HIGH
Mixed Use
Moody Blvd
MUH
5A
5B
4
Commercial
6
Low
Density
Connecticut Ave
Cedar Ln
Wadsworth Park
Park
Medium Density
Moody Blvd
Salt
Water
Marsh
Other
Public
Facilities
F
Commercial
Mobile Home
Park
Park
Public Buildings &
Grounds
Low Density
S 12th St
S 13th St
2
3
Low Density
John Anderson Hwy
A1
B & C
E & M
Commercial
1
AG-TIMBER
Low Density
7
John Anderson Hwy
Low
Density
Salt Water
Marsh
River Rd

Serial Number
25-00355F

Observer
You. Your Neighbors. Your Neighborhood.
Palm CoastObserver.com

Palm Coast Observer
Published Weekly
Palm Coast, Flagler County, Florida

COUNTY OF FLAGLER

STATE OF FLORIDA

Before the undersigned authority personally appeared Nancy Kay Raymond who on oath says that he/she is Publisher's Representative of the Palm Coast Observer a weekly newspaper published at Palm Coast, Flagler County, Florida; that the attached copy of advertisement,

being a Public Hearing

in the matter of Ordinance 2025-23, 2025-24

in the Court, was published in said newspaper by print in the

issues of 10/30/2025

Affiant further says that the Palm Coast Observer complies with all legal requirements for publication in chapter 50, Florida Statutes.

*This Notice was placed on the newspaper's website and floridapublicnotices.com on the same day the notice appeared in the newspaper.

N. Kay Raymond

Nancy Kay Raymond

Sworn to and subscribed, and personally appeared by physical presence before me,

30th day of October, 2025 A.D.

by Nancy Kay Raymond who is personally known to me.

Sara Hubert

Notary Public, State of Florida
(SEAL)

SARA HUBERT
NOTARY
My Comm. Expires
Sept. 7, 2026
HH 309909
PUBLIC
STATE OF FLORIDA

CITY OF FLAGLER BEACH NOTICE OF PUBLIC HEARING

The City Commission proposes to adopt Ordinance No. 2025-24 Entitled:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING THE OFFICIAL ZONING MAP DESIGNATION FOR APPROXIMATELY 234 ACRES OF CERTAIN REAL PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

The City Commission proposes to adopt Ordinance No. 2025-23 Entitled:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING THE COMPREHENSIVE PLAN FUTURE LAND USE MAP DESIGNATION FOR APPROXIMATELY 233.92 ACRES OF CERTAIN REAL PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Applications have been submitted to rezone this property from Planned Unit Development (PUD), Reserved (R), and Single Family Residential (R1) Zoning Districts to the Master Planned Development (MPD) Zoning District, and to amend the Future Land Use Map designation of the property from Agriculture, Conservation, and Mixed Use: High Intensity to Low Density Residential and Commercial. All lands are located as depicted in the Location Map provided below.

PUBLIC HEARINGS ARE SCHEDULED TO BE HELD AT CITY HALL, 105 S. 2ND STREET, FLAGLER BEACH, FLORIDA AS FOLLOWS:

PLANNING AND ARCHITECTURAL REVIEW BOARD TUESDAY, OCTOBER 7, 2025 AT 5:30 P.M.

1ST READING CITY COMMISSION THURSDAY, OCTOBER 9, 2025 AT 5:30 P.M. OR AS SOON THEREAFTER AS POSSIBLE.

2ND READING CITY COMMISSION THURSDAY, NOVEMBER 13, 2025 AT 5:30 P.M. OR AS SOON THEREAFTER AS POSSIBLE.

ALL INTERESTED PARTIES ARE INVITED TO ATTEND.

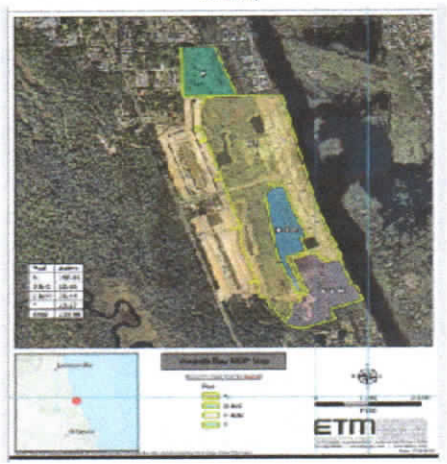
PLEASE DIRECT ANY QUESTIONS TO THE CITY OF FLAGLER BEACH AT (386-517-2000) EXT. 231

The public hearings may be continued to a future date or dates. The times and dates of any continuances of a public hearing shall be announced during the public hearing without any further published notice. The request will be heard at 5:30 PM, or as soon thereafter as possible, in the City Commission chambers located at 105 South Second Street, Flagler Beach, Florida.

If a person decides to appeal any decision made with respect to any matter considered at the above referenced hearings, he/she will need a record of the proceedings. For such purposes, it may be necessary 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 any of these proceedings should contact the City Clerk's Office at 386-517-2000 Ext. 233 at least 48 hours prior to the meeting. For further information about this request, please call the Planning and Building Department at (386) 517-2000 Ext. 231. The public may inspect information that is more detailed during office hours at the Planning and Building Department, 800 S. Daytona Ave.

Location Map



Oct. 30 25-00355F

Staff Report

City Commission Regular Meeting

November 13, 2025

To:	City Commission
From:	
Meeting Date:	November 13, 2025
Item Name:	Ordinance 2025-25. An Ordinance of the City Commission of the City of Flagler Beach, Florida, amending the Comprehensive Plan Future Land Use Map designation for approximately 544.97 acres of certain real property; providing for severability; providing for conflicts; and providing for an effective date. (First Reading)

Background:

The Applicant requests to amend the Future Land Use Map designation for property located within the City of Agriculture, Conservation, and Mixed Use: High-Intensity (Flagler County Designations), and Low and Medium Density (City of Flagler Beach Designations) to Low Density Residential and Commercial (City of Flagler Beach Designations); and a text amendment to voluntarily limit development to maximum of 1,640 residential units, a maximum of 640,000 square feet of nonresidential uses and a maximum of 250 hotel rooms. Land uses permitted within the Low Density Residential and Commercial Future Land Use designation shall be allowed as permitted in the City Comprehensive Plan and Land Development Regulations (July 2025). Changes to the Development Plan may be permitted providing the net new external trips (PM peak hour) do not increase.

Fiscal Impact:

N/A

Staff Recommendation:

Staff finds the Large-Scale Future Land Use Amendment (FLUM) map and Text Amendment consistent with the Comprehensive Plan and SB 180, and to recommend to the City Commission to approve the Future Land Use Map amendment from unincorporated land use designations to the City of Flagler Beach land use designations of Low Density Residential and General Commercial; and recommend to the City Commission to approve the limiting site specific policy text amendment.

Attachments:

1. Large Scale Future Land Use (FLUM) Amendment_Analysis Findings Summertown_FINAL
2. Ordinance Comp Plan Amendment_Summertown_FINAL DRAFT (1)

3. ST_Application for Comp Plan for submittal
4. BIS 2025-25 ST
5. 25-00356F Affidavit

SUMMERTOWN DEVELOPMENT
FINDINGS REPORT

Large-Scale
Future Land Use Amendment

Prepared by

Lupita McClenning, City Planner
City of Flagler Beach, FL
lmcclenning@cityofflaglerbeach.com

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1. APPLICATION INFORMATION

1.1 Jurisdiction

City of Flagler Beach
Summertown Development

1.2 Applicant

Michael D. Chiumento, Esq
45 City Pl, Suite 301
Palm Coast, FL 32164
on behalf of Summertown, LLC; Palm Coast Intracoastal, LLC; and Highway 100 Commercial, LLC

1.3 Intent

The intent is to develop the property into Low Density Residential, General Commercial including a mix of residential, supporting retail, and maximum of 250 hotel rooms over a multiphase period with an anticipated 2045 buildout. Approximately 30 acres (Tract 6) are within the City of Flagler Beach and designated Medium Density Residential. Together this represents about 544 acres subject to the map amendment and site- specific text amendment.

The applicant proposes to amend the Future Land Use (FLUM) map for approximately +/- 545 acres of Flagler County land use designations of Agriculture, Conservation, and Mixed-Use High Intensity and Low and Medium Density (Flagler Beach designations) to the Low Density Residential (LDR), and General Commercial (GC) City of Flagler Beach designations.

The FLUM amendment includes a planning analysis which considers the character of undeveloped lands, the availability of, and the impacts to the City's facilities and services; an analysis of the soils, topography, natural resources, and historic resources on site, and analysis of the minimum amount of land needed to achieve goals and requirements.

A voluntary companion site specific text amendment outlines the maximum development threshold for the Summertown Project:

Policy A.1.1.3.H – Development of the Property shall be limited to a maximum of 1,640 residential units, a maximum of 840,000 square feet of nonresidential uses and a maximum of 250 hotel rooms. Land uses permitted within the Low Density Residential and Commercial Future Land Use designation shall be allowed as permitted in the City Comprehensive Plan and Land Development Regulations (July 2025). Changes to the Development Plan may be permitted providing the net new external trips (PM peak hour) do not increase as certified by the Developer's traffic engineer.

2. PROJECT DESCRIPTION

2.1 Summary and Background

A mixed-use residential development is currently under development on +/-160.99 acres. The remainder of the property is vacant and undeveloped.

In 2005 a Master Development Agreement (MDA) was approved for a Planned Development (PUD) in Flagler County for a mixed-use development of approximately 1,999 acres known as Hammock Beach River Club PUD.

The 2005 MDA approved 453 residential units (including 150 of the 453 as multi-family residential units); 230,694 SQ FT of commercial/retail/office; accessory and recreational uses, ancillary amenities and facilities; an 18-hole golf course; dedicated utility site; a dedicated public boat ramp site; and a dedicated fire station site. As part of the FLUM and MDA agreement, approximately 1,100 acres were transferred to Flagler County as environmental/conservation lands.

The current development proposal being considered on the 545+/- acres is as follows:

Project	899.09 +/- Acres
Residential Units	1,640 units (3units/ac)
Commercial Density	840,000,000 ft
Open Space (40%)	Forty percent (40%)

3. PARCEL DATA

3.1 Size of Property

The site is approximately 545 +/- acres

3.2 General Location

The City of Flagler Beach is located in southern Flagler County and covers approximately 3.8 square miles (2,420 acres) in area.

The subject property is in unincorporated Flagler County, located east and west of John Anderson Highway and south State Road 100.

The site is bordered to the north by State Road 100 (a major arterial road); to the east by the boundaries of the City of Flagler Beach; to the south by the boundaries of unincorporated Flagler County; and to the west by the boundaries of unincorporated Flagler County.

3.3 Access and Frontage

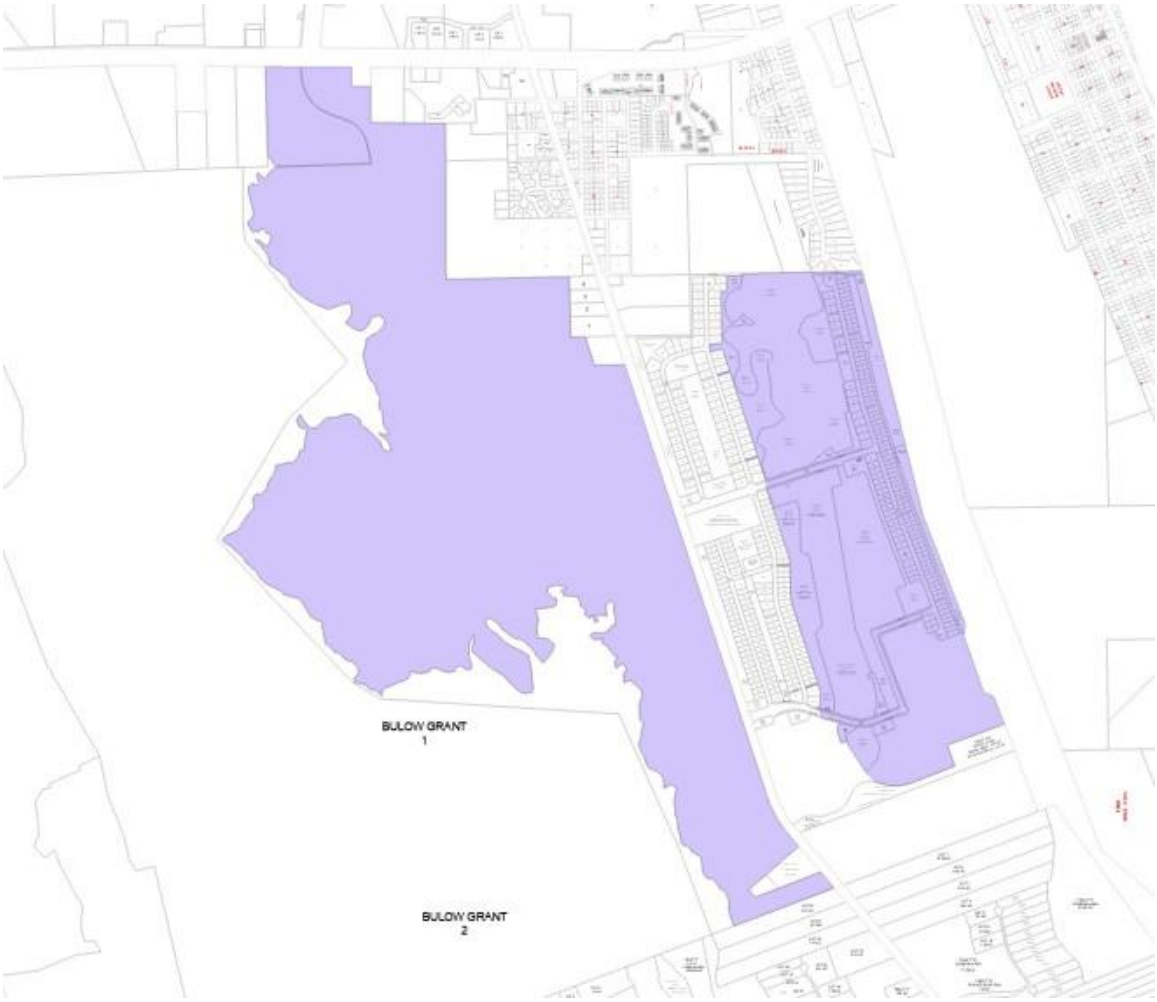
The development is on the west side John Anderson Highway, and access will be provided on John Anderson Highway and via SR 100 (Moody Blvd) at Colbert Lane as a new fourth leg approach of a signalized intersection.

Access to Summertown East is from John Anderson Highway.

.

4. LAND USE INFORMATION

4.1 Aerial Photograph



4.2 Built Features

Approximately 160.99 +/- acres are currently under development with roads, water, sewer, reuse (purple pipe) and model home sites. Approximately 738.1 +/- acres of the property is undeveloped.

4.3 Current Zoning Designation

According to Flagler County's Zoning, the current zoning designation of the subject property is Planned Unit Development (PUD).

The purpose and intent of the 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 mis, open space, and more economical public services.

The purpose and intent of the planned unit development is to encourage the unified development of large tracts of land using 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.

Proposed PUD's must be in harmony with the county's comprehensive plan. The design and construction shall follow a carefully devised plan of development which must be prepared in accordance with requirements, procedures, and approvals.

4.4 Proposed Master Planned Development (MPD)

The City of Flagler Beach Master Planned Development (MPD) district is established and intended to encourage innovative land planning and site design concepts that support a high quality of life and achieve a high quality of development, environmental sensitivity, energy efficiency, and other City goals and objectives by:

1. Reducing or diminishing the inflexibility or uniform design that sometimes results from strict application of zoning and development standards designed primarily for individual lots;
2. Allowing greater freedom in selecting the means of providing access, open space, and design amenities;
3. Allowing greater freedom in providing a well-integrated mix of residential and nonresidential land uses in the same development, including a mix of housing types, lot sizes, and densities;
4. Providing for efficient use of land resulting in smaller networks of utilities and streets and thereby lowering development and housing costs; or
5. Promoting quality design and environmentally sensitive development that respects surrounding established land use characteristics and respects and takes advantage of a site's natural and man-made features.

5. BASIC DATA

5.1 City of Flagler Beach Population

According to the 2024 American Community Survey (ACS) of the U.S. Census, the City of Flagler Beach has a population of approximately **5,667**, a 9.8% increase from the 2020 Census. *Source: ACS, May 2024*

The effects on population provided in the following section.

5.2 Proposed Population Summertown

The analysis takes into consideration the current population of the City of Flagler Beach plus the number of proposed units in the Master Planned Development of 377 single and multi-family residential units on 545 acres.

Proposed MDA Population City of Flagler Beach = 2.08 persons/DU's *1640 DU's = 3411 persons

Source:
https://www.census.gov/quickfacts/fact/table/flaglerbeachcityflorida,flaglercountyflorida/PST045223

5.3 Total Projected Population

Existing City of Flagler Beach + Proposed Summertown Population = **9078 persons**

5.4 Proposed Non-Residential (Commercial) Square Footage

The analysis takes into consideration the proposed non-residential development of 840,000 SQ FT.

5.5 Open Space, Buffers and Recreation

In addition to the 1,100 acres of conservation lands transferred to Flagler County, the development proposes 90.42 acres of conservation; 45.06 acres of landscape/wetland buffers; 64.47 acres of open space; and 6.72 acres of recreation; total of 206.67 acres; plus 153 acres of dedicated waterfront.

6. CONSISTENCY AND COMPATIBILITY ANALYSIS

6.1 Land Use Compatibility

Surrounding Future Land Use Designations:

North: Mixed Use (City of Palm Coast designation); Medium Density, Commercial, Other Public Facilities, Mixed Use, Low Density (City of Flagler Beach designations); Agriculture, Conservation (Flagler County designations).

South: Agriculture, and Conservation (Flagler County designations).

East: Salt Water Marsh (City of Flagler Beach designation).

West: Agriculture, Conservation, and Mixed-Use High Intensity (Flagler County designations).

The proposed amendment is consistent with the surrounding land use designations.

6.2 Surrounding Zoning Designations:

North: Commercial, Multifamily Residential, and Public/Semipublic (City of Palm Coast designations); Highway Commercial, Medium Density Residential, Single Family Residential, Light Industrial, and General Commercial (City of Flagler Beach designations); and Agricultural and Rural Residential (Flagler County designations).

South: Planned Unit Development (Flagler County designation).

East: Conservation, and Preservation (City of Flagler Beach designations).

West: Planned Unit Development, General Commercial & Shopping Center, and Agricultural (Flagler County designations

The proposed MPD zoning amendment is consistent with the surrounding zoning designations.

7. PUBLIC FACILITIES / IMPACT ANALYSIS

In January 2007, the City of Flagler Beach, Flagler County, the City of Palm Coast, and a private developer entered into a stipulated settlement agreement that delineated the water and wastewater services areas for each utility provider.

The City has taken action to expand the capacity of its potable water, wastewater, and reuse water utility services and represents that adequate public facilities and services exist and/or to exist to serve the subject property at its full build out 2035.

7.1 Potable Water Data and Analysis

The City of Flagler Beach is the only potable water supplier within its municipal limit. The city is financially responsible for the maintenance and improvements to the potable water system within its service area.

The potable water demand is calculated by summing the estimates from residential and non-residential calculations.

7.1.2 Residential Potable Water Demand

City of Flagler Beach Existing Residential Potable Water Demand

The residential potable water demand is estimated by multiplying the existing population served by 125 gallons per capita per day (GPCD).

Existing potable water demand = population served * 125 GPCD

City of FB Population = 3,576 units * 2.08 persons per unit = 7,438

Existing Potable Water Demand = 7,438 persons * 125 GPCD

Existing Potable Water Demand = 929,750 GPD

Summertown Proposed Residential Potable Water Demand

The residential proposed water demand is estimated by multiplying the proposed population by 125 gallons per capita per day (GPCD).

Proposed potable water demand = population served * 125 GPCD

Population = 1640 units * 2.08 persons per unit = 3411

Proposed potable water demand = 3411 persons * 125 GPCD

Proposed potable water demand = 426,375 GPD

Total Existing + Proposed Projected Potable Water Demand

Total projected potable water demand = total population served * 125GPCD

Total Projected Potable Water Demand = 10,849 persons * 125 GPCD

Total Projected Potable Water Demand = 1356,125 GPD

7.1.3 Non-Residential Potable Water Demand

City of Flagler Beach Existing Non-Potable Water Demand

The non-residential potable water demand is calculated at a rate of 2,000 gallons per acre per day. The City currently has 13.41% of its land use zoned non-residential, or 324 acres with an average General Commercial impervious surface of 75% or 243 acres.

The non-residential wastewater demand is calculated as follows:

Existing non-residential potable water demand = number of acres * 2000 GPD

Existing wastewater demand = 243 acres * 2000 GPD

Existing non-residential demand = 486,000 GPD

Summertown Proposed Non-Residential Water Demand

The proposed non-residential potable water demand for Summertown is estimated by multiplying the non-residential square footage by .10 gallons per day (GPD).

Proposed non-residential water demand = 840,000 * .10 GPD/SQFT

Proposed non-residential water demand = 84,000 GPD

7.1.4 Findings Residential and Non-Residential Potable Water

The proposed FLUM and Zoning amendment will have a maximum potential demand for potable water of 487,600 GPD. As part of the site plan/plat review process, the city and developer will determine the appropriate engineering requirements (size of water line, pump stations, etc.) for potable water service.

7.2 Wastewater Data and Analysis

The City currently owns and operates one wastewater treatment plant (WWTP), located three miles east of the WTP. The wastewater treatment plant is being upgraded to a capacity of 1.5 with capacity to upgrade to 2.0 mgd. The WWTP provides advanced secondary treatment and disposes of the effluent into the Intracoastal Waterway.

The wastewater demand is calculated by summing the estimates from residential and non-residential calculations.

7.2.1 Residential Wastewater Demand

City of Flagler Beach Existing Residential Wastewater Demand

The residential wastewater demand for each residential unit is calculated at 119/gal/person * 2.08 persons = 248 GPD/unit:

Existing wastewater demand = *units served *248 GPD/unit

Existing wastewater demand = 3576 * 248 GPD/unit

Existing wastewater demand = 886,848 GPD

Summertown Proposed Residential Wastewater Demand

The proposed residential wastewater demand is calculated as follows:

Proposed wastewater demand = Total number units *248 GPD/unit

Population = 1640 units * 248 GPD/unit

Proposed wastewater demand = 406,720 GPD

7.2.2 Non-Residential Wastewater Demand

City of Flagler Beach Existing Non-Residential Wastewater Demand

The City of Flagler Beach currently has 13.41% of its land use zoned non-residential, or 324 acres. The average impervious surface in GC is 75% or 243 acres.

The non-residential wastewater demand is calculated as follows:

Existing non-residential wastewater demand = number of acres * 2000 GPD
Existing non-residential wastewater demand = 243 acres * 2000 GPD
Existing non-residential wastewater demand = 486,000 GPD

Summertown Proposed Non-Residential Wastewater Demand

Proposed non-residential wastewater demand = SQ FT * .10 GPD/SQFT
Proposed non-residential wastewater demand = 840,000 SQFT * .10 GPD
Proposed non-residential wastewater demand = 84,000 GPD

7.2.3 Findings Residential and Non-Residential Wastewater

The proposed FLUM and Zoning amendment will have a maximum potential net increase in demand for sanitary sewer treatment of 490,720 GPD. As part of the site plan/plat review process, the property owner and/or developer will need to coordinate with the City of Flagler Beach Utility Department to determine the appropriate engineering requirements (size of sewer line, lift stations, etc.) for wastewater service.

7.3 Solid Waste Data and Analysis

Solid waste is operated by the City of Flagler Beach. The City is required to review its Interlocal Agreements on Solid Waste Disposal with Flagler County and Solid Waste Services with the Town of Beverly Beach to ensure that it includes specific and adequate resources and capacity.

7.3.1 Solid Waste Demand

The level of service standards to be met by the City for solid waste shall be the equivalent of 3.7 pounds per capita per day.

7.3.2 Solid Waste Demand Residential

Each individual discards 3.7 lbs. of solid waste per day. The daily demand per unit for solid waste is calculated as 3.7lbs/person * 2.08 persons = 7.70 lbs./per day/per unit.

City of Flagler Beach Existing Solid Waste Demand

Existing solid waste demand = units served * 7.7 lbs./per day/unit
Existing solid waste demand = 3576 * 7.7 lbs./per day/unit
Existing solid waste demand = 27,535 LBS/Per Day

Summertown Proposed Residential Solid Waste Demand

Proposed solid waste demand = units served * 7.7 lbs./per day/unit
Proposed solid waste demand = 1640 * 7.7 lbs. per day/unit
Proposed solid waste demand = 12,628 LBS/Per Day

7.3.3 Solid Waste Demand Non-Residential

Summertown Proposed Non-Residential Solid Waste Demand
Proposed solid waste demand = SQ FT * 0.01 LBS/per day
Proposed solid waste demand = 840,000 SQFT * 0.01 LBS/per day
Proposed solid waste demand = 84,000 LBS/Per Day

7.4 Stormwater Management

The project site drains to a portion of the Intracoastal Waterway (ICW) that is listed as impaired by Florida Department of Environmental Protection (FDEP). Therefore, the stormwater management facilities will be designed such that the amount of Total Nitrogen and Total Phosphorus discharged from the development sites in the post-development condition will be less than that in the pre-development condition. The design storms to be analyzed include the Mean-year/24-hour, 25-year/25-hour, and the 100-year/24-hour storms.

The stormwater management facilities will be designed such that the peak rate of discharge in the post-development condition will be less than the pre-development condition and will discharge to the same location.

The design will incorporate Best Management Practices (BMP's) to ensure no adverse hydrologic impacts to surrounding wetlands or communities. BMP's will also be utilized to ensure no discharge of sediment will occur. Portions of the subject site exist within the FEMA 100-year floodplain, thus any proposed filling of the 100-year floodplain shall be offset in the form of compensatory storage.

7.4.1 Stormwater Findings

The declarant shall be responsible for designing, permitting, constructing, and maintaining the means of conveyance of stormwater runoff within the Project, including not limited to all stormwater lines, ditches, culverts, and other stormwater facilities that are necessary to convey and treat stormwater runoff.

In addition to incorporating BMP's, stormwater treatment facilities are reviewed for consistency with LOS during technical site plan review as LOS standards for stormwater quantity and quality adhere to requirements established by the St. Johns River Water Management District (SJRWMD), and other applicable regulatory requirements.

7.5 Transportation Impacts

The 545+/- acre site proposes a mixed-use development with an anticipated full build out in 2035. A voluntary site-specific policy text amendment is incorporated so that PM peak hours do not exceed 3,749 peak PM gross trip.

The development at buildout is anticipated to generate 43,971 gross daily, 1,511 net AM peak, and 2,838 net PM peak trips. Segment Traffic Analysis was CTS Solutions to assess the impact of the proposed development. A voluntary site-specific policy text amendment is incorporated so that PM peak hours do not exceed 3,749 peak PM gross trip. The report analyzes the impact of the proposed mixed-use low-density project as defined in the Site-Specific Amendment.

7.5.1 Roadway Segments and Intersections Within the Study Area

The roadway segments evaluated within the study are shown listed below:

▪ Segment 1: SR 100 (Moody Boulevard) from CR 201 (John Anderson Highway) to Colbert Lane
▪ Segment 2: SR 100 (Moody Boulevard) from S Flagler to CR 201 (John Anderson Highway)
▪ Segment 3: SR 100 (Moody Boulevard) from SR A1A to S Flagler
▪ Segment 4: Roberts Road from SR 100 (Moody Boulevard) to Colbert Lane
▪ Segment 5: CR 201 (John Anderson Highway) from Walter Boardman Lane to SR 100 (Moody Boulevard)
▪ Segment 6: Colbert Lane Extension (new road) from SR 100 (Moody Boulevard) to 2-Lane Section
▪ Segment 7: Colbert Lane Extension (new road) from 4-lane Section to CR 201 (John Anderson Highway)

7.5.2 Pertinent Developments Included in Transportation Study

The following pertinent developments were included:

- Coquina Shores Phase I Single Family Residential Subdivision: 233 units
- Ocean Village Apartments: 416 units
- Colbert Landings Single Family Residential Subdivision: 482 units
- Lighthouse Harbor Luxury Apartments: 240 units
- Lighthouse Harbor Mixed-Use Development:
    - Commercial: 160,000 SQ FT
    - Marina: 80 wet/ 200 dry
    - Single Family / Townhomes / Apartments: 663 units
- Barnes Office Building: 11,200 SQ FT
- The Reserves East Single-Family Residential Subdivision: 217 units
- Roberts Road Multi-Family Apartments (aka Flagler Beach apartments): 240 units
- Beach Village Park Multi-Family Apartments (aka Beach Park Village subdivision): 110 units

7.5.3 Findings Transportation Modifications/Improvements Required

Declarant obligated to comply with FDOT requirements for impacts to SR 100; and shall construct improvements as may be provided for impacts to John Anderson Highway at time deemed necessary; and shall be obligated for all costs of design, permitting, and construction of all traffic improvements identified in the Transportation Study.

For the existing year 2025, all roadway segments currently operate at LOS D or better. Background growth includes the approved, entitled Tracts/Parcels of A1, A2, and A3 as committed trips. The Summertown Segment Analysis demonstrates the project development program will not result in a reduction in the adopted Level of Service during the build out year through (2030). The development will provide a new internal roadway connecting SR 100 (Moody Boulevard) to CR 201 (John Anderson Highway). The roadway will service both residential and commercial therefore, adding two (2) new roadway segments as follows:

- Segment 6: Colbert Lane Extension from SR 100 (Moody Boulevard) to Residential (2-lane)
- Segment 7: Colbert Lane Extension from Commercial (4-lane) to CR 201 (John Anderson Highway)

Phase Year 2030 roadway segment capacity analysis for the PMPH shows Phased Year 2030 PM Peak Hour Volume and LOS. The analysis reveals that the roadway segments are anticipated to continue operating at a LOS C or better. No mitigation anticipated to be required by the development at this phase buildout.

7.6 Schools Impact

According to the Flagler County School Board 2024 Student Generation Rate Analysis, School Concurrency entails evaluating the growth of residential areas and estimating the potential student population these areas will generate for the school district. This evaluation is achieved through the application of a Student Generation Rate (SGR) to planned residential development. The SGR represents the average number of students in a household derived from an analysis of residential land use patterns and locations of student addresses.

By multiplying the SGR by the number of planned residential units within a school zone, school districts can project the expected number of students in each area.

Source:2024 Student Generation Analysis PDF (resources.finalsite.net)

7.6.1 Methodology

To accurately categorize residential land uses for parcels within Flagler County, the School Board relies on Land Use Description and Codes from the Florida Department of Revenue (DOR). Each parcel in the County is assigned a DOR code for tax assessments assigned by the Flagler County Property Appraiser to distinguish between businesses, homes and other classifications. DOR codes include various housing categories including Single-family, Multi-family and Mobile/Manufactured homes. Single-family include dwelling types such as single-family homes, townhouses, and duplexes. Multi-family includes multi-family apartments, condominiums, Tri- and Quadplexes.

7.6.2 2024 FC School Board Student Generation Rate Analysis

The SGR is derived by dividing the number of relevant students by the number of units. To calculate the SGR, the number of students living in a specific housing type is divided by the overall number of that specific housing type's units.

2024	Single Family	Multi Family	Mobile Home
Elementary, Middle, High Schools	0.212	0.079	N/A

7.7 Public Safety

Through mutual aid, fire and police are currently provided to this unincorporated area. The Developer previously donated to Flagler County a three (3) acre parcel of land for a

fire station to serve the Project and the residents along John Anderson Highway.
Fire protection requirements for the Project will be met through a system of fire hydrants installed on the Project by the Developer in accordance with City standards. The locations of fire hydrants shall be shown on all construction documents, technical site plans, or preliminary plats. The Project shall comply with the City's fire protection requirements. The City will provide fire protection services to the Project in accordance with established local response agreements.

7.8 Economic Impact Data and Analysis

The developer submitted economic benefit data of the proposed project (2024) for FLUM amendment for 899+/- acres with the following data:

Residential Property Tax:	$999,530,156
Commercial Property Tax:	$17,850, 979
School Impact Fee:	$12,265,864
Flagler Beach Impact Fees:	$336,572,169

8. Undeveloped Lands and Cultural, Historical, and Natural Resources

Atlantic Ecological Services conducted a site survey of the Summertown property. The subject property consists of open land areas currently under construction for a residential neighborhood, and undeveloped upland and wetland habitats. The property contains approximately 768.39 acres of uplands, 133.24 acres of wetlands, and 1.31 acres of upland cut surface waters. No protected flora or fauna species are expected to inhabit the subject property. The results of the site assessment are described in this section of the Finding Report.

8.1 Soils Map

Soil information is part of a geotechnical investigation that helps determine how the soil will react to proposed changes, anticipate conditions and provide preliminary foundation recommendations. The wetlands are detailed on the *Soil Map Summertown Flagler County, Florida* and reflect the boundaries that were delineated in the field pursuant to state and federal guidelines (Chapter 62-340 F.A.C. and the 1987 Corps of Engineers Wetlands Delineation Manual).

8.1.2 Topography Map

The topographic map uses contour lines to illustrate the elevation changes on the property's surface. Contour lines join points of equal elevation throughout the map. The topographic map shows water features, geographic place names, and cultural features.

8.1.3 Habitat Uplands

Open Lands Under Construction- Approximately 160.99 acres of the subject property consists of land currently under construction for a residential development.

Herbaceous - Approximately 10.88 acres of the site exists as herbaceous non-forested uplands. These areas were cleared during the original construction start of the project in

2007. Clearing and grading occurred, but no infrastructure was constructed. The area consists primarily of bahia grass (*Paspalum notatum*) and a mix of ruderal weeds.

Sand Pine - Approximately 5.48 acres of the subject property consists of sand pine habitat which was historically scrub. The canopy consists of 100% coverage of sand pine (Pinus clausa).

Hardwood Conifer Mixed - Approximately 300.24 acres of the uplands found on the site are considered mixed pine oak hammock habitat. Canopy species consisted of mature trees and include live oak (*Quercus virginiana*) and sand live oak (*Quercus geminata*), slash pine (*Pinus elliottii*), sand pine, southern magnolia (*Magnolia grandif*olia), pignut hickory (*Carya glabra*), laurel oak (*Quercus laurifolia*), and sweetgum (*Liquidambar styraciflua).* Subcanopy species included red cedar (*Juniperus virginiana*) and hackberry (*Ce/tis occidentalis*). The understory is dominated by a thick cover of saw palmetto (*Serenoa repens*). Other species found, but at a much lesser extent, include red bay (*Persea borbonia*), wax myrtle (*Myrica cerifera*), yaupon holly (*lex vomitoria*), wax myrtle (*Myrica cerifera*), greenbriar (*Smilax spp*.), and bracken fem (*Pteridium aquilinum*).

Pine Plantation - Multiple upland areas on the subject property totaling 292.74 acres are considered active pine plantation and include only slash pine (Pinus elliottii). The understory is dominated primarily by saw palmetto, but also contains wax, fetterbush (Lyonia ferrigunea), gallberry (flex glabra), and pine needle litter.

Disturbed Land - Approximately 3.01 acres of the subject property consists of disturbed uplands associated with prior earthwork on the site in preparation for the former development. This area differs from the herbaceous areas previously described in the in that this area includes heavy grading and road frontage land work. The elevations in this area are not natural and in such have re-vegetated in a non-native form. Large areas of open sand are found in this habitat. The vegetation consists of dogfennel (*Eupatorium capillifolium*), saltbush (*Baccharis halimifolia*), slash pine, bahia grass, St. Augustine grass (*Stenotaphrum secundatu*m), and other weeds.

8.1.4 Wetlands

Mangrove - Approximately 8.63 acres of the subject property consists of estuarine mangrove habitat with mosquito ditching open water. This area consists primarily of black mangroves *(Avicenia germinans)* and red mangroves *(Rhizophora mangle).*

Mixed Wetland Hardwoods - Approximately 79.39 acres of the site consists of a mixed hardwood wetland slough. The dominant canopy species includes laurel oak, hackberry, live oak, American elm *(Ulmus americana),* red maple *(Acer rubrum),* and cabbage palm *(Sabal palmetto).* The understory is dominated by saw palmetto, shiny lyonia *(Lyonia lucida),* dahoon holly *(flex cassine*), wax myrtle, buttonbush (*Cephalanthes occidentalis),* sawgrass (*Cladium jamaicense),* swamp fem *(Blechnum serrulatum),* royal fem *(Osmunda regalis),* Virginia chain fem *(Woodwardia virginica),* and cinnamon fem *(Osmunda cinnamomea).*

Wetland Mixed Forest -Approximately 2.96 acres of the site consists of wetland mixed forest. These habitats are located along the eastern boundary of the site along the Intracoastal Waterway (ICW). Vegetation includes slash pine, live oak, laurel oak, yaupon holly, cedar, wax myrtle, salt bush, and saw grass.

Wetland Scrub - Approximately 34.95 acres of the site consists of wetland scrub habitat. The dominant species is Carolina willow *(Salix caroliniana),* saltbush, slash pine, laurel oak, cabbage palm, sand cordgrass *(Spartina bakeri),* royal fem, swamp fem, and leather fem *(Acrostichum danaeifolium*).

Saltwater Marsh - Approximately 7.31 acres of the site consists of tidal saltmarsh habitat. The dominant species includes needle rush *(Juncus roemerianus),* black mangrove, sand cordgrass, marsh elder *(Iva frutescens),* sawgrass, saltwort *(Batis maritima),* and glasswort *(Salicornia* spp.).

8.1.5 Surface Waters

Ditches - Multiple man-made surface water ditches (totaling approximately 0.35 acres) are located on the site. Each surface water was originally cut through upland habitats.

Surface Water Pond - Approximately 0.96 acres of upland cut surface water pond is located on the subject property.

8.1.6 Wildlife Observations

Wildlife observations, both direct and indirect, were made throughout the course of the site investigation. A list of species observed is provided in the following table:

Taxon	Common Name	Scientific Name	Protected
Birds			
	American Crow	*Corvus brachyrhynchos*	No
	Northern cardinal	*Cardina/is cardinalis*	No
	Black vulture	*Coragyps atratus*	No
	Red shouldered hawk	*Buteo lineatus*	No
	Blue Jay	*Cyanocitta cristata*	No
Mammals			
	Florida Black Bear	*Ursus Americanus floridanus*	No
	Gray Squirrel	*Sciurus carolinensis*	No
	White Tailed Deer	*Odocoileus virginianus*	No
Reptiles			
	Gopher Tortoise	*Gopherus polyphemus*	Yes
	Diamondback rattlesnake	*Crotalus adamanteus*	No
	Cottonmouth	*Agkistrodon piscivorus*	No
	Southern black racer	*Coluber constrictor*	No

8.1.7 Protected Species

A preliminary gopher tortoise survey was conducted on May 28-30, 2024, in accordance with the techniques outlined in the publication, Ecology and Habitat Protection Needs of Gopher Tortoise (*Gopherus polyphemus*) Populations Found on Lands Slated for Development in Florida. A total of twenty-nine (29) potentially occupied gopher tortoise burrows were identified. Surveys are valid for a period of 90 days. Prior to clearing and construction an FWC conservation permit will be required and all gopher tortoise burrows must be excavated and tortoises relocated to an offsite recipient site.

8.1.8 Findings Gopher Tortoise

All tortoise burrows identified on the site will be permitted and excavation of the burrows will occur. If commensal species are identified during the excavation of the burrows, then each will be relocated to an appropriate relocation site.

8.1.9 List of Species Observed

The eastern indigo snake (*Drymarchon corais couperi*) has a moderate likelihood to occur on the subject property due to the presence of gopher tortoise burrows and a mix of upland and wetland hammock. The indigo snake is a gopher tortoise commensal species due to its association with and utilization of gopher tortoise burrows for their life requisites.

Mixed wetland hardwood habitats within the property provide suitable foraging habitat for the wood stork, however the nearest wood stork rookery is located 18 miles southwest of the subject property.

Long-legged waders have a moderate likelihood to utilize wetlands. The subject property is not located within core foraging habitat.

A Florida black bear was observed within the subject property. The project area lies within the Central Bear Management Unit. The Florida black bear is no longer a protected species by FWC but is a managed species. FWC will be a commenting agency during the ERP permitting process.

The FWC's Eagle Nest Locator website was queried for data regarding documented southern bald eagle (*Haliaeetus I. leucocephalus*) nests in the project vicinity. The southern bald eagle is protected under the Bald and Golden Eagle Protection Act. Development guidelines are required for any proposed projects with 330 feet for urban areas and 660 feet for non-urban areas. The nearest known nest is located 1.4 miles south of the property. Therefore, this project is not likely to adversely affect the southern bald eagle.

8.1.10 Findings of Species Observed

Indigo Snake

Best Management Practices during construction for the eastern indigo snake will be incorporated. Eastern indigo snake signage will be installed at the construction office for instruction on procedures if an indigo snake enters the construction area. With the above measures being incorporated, development of the subject property is not anticipated to adversely affect the eastern indigo snake.

Wood Stork

All suitable habitat within a 13-mile radius of a known rookery is considered core foraging habitat. Since the subject property is not located within core foraging habitat, no impact to this species is anticipated.

Long Legged Waders

No wading bird rookeries are known or were identified on or near the subject property, and the project is not likely to adversely affect any wading bird populations.

Florida Black Bear

FWC will likely provide comment that Florida black bear specific BMP's, construction and design specifications be utilized for project.

Southern Bald Eagle

Development guidelines are required for any proposed projects with 330 feet for urban areas and 660 feet for non-urban areas. The nearest known nest is located 1.4 miles south of the property. Therefore, this project is not likely to adversely affect the southern bald eagle.

9. CONSISTENCY WITH CITY OF FLAGLER BEACH COMPREHENSIVE PLAN

Policy A.2.4.1 - Future Land Use Map amendments shall include the following analyses:

a. An analysis of the availability of facilities and services.
b. An analysis of the sustainability of the plan amendment for its proposed use considering the character of undeveloped land, soils, topography, natural resources, and historic resources on site.
c. An analysis of the minimum amount of land needed to achieve the goals and requirements of Objective A.2.4

9.1 Public Facilities

Policy H.6.7.1

The City shall review all proposed transportation plans and improvements to determine the impacts such projects or proposals will have on the City's transportation network.

Policy H.6.7.2

The City shall review all proposed development and require developers of new subdivisions or commercial development to submit information concerning the traffic impact of the project. The impact upon the adopted LOS standard and consistency with the Comprehensive Plan and shall follow the provisions of the concurrency management system in ensuring that the LOS is maintained for all roadways.

Policy D.1.2.3

Consistent with public health and safety, sanitary sewer, solid waste, drainage, adequate water supplies, and potable water facilities shall be in place and available to serve new development no later than the issuance by the local government of a certificate of occupancy or its functional equivalent. Prior to approval of a building permit or its functional equivalent, the local government shall consult with the applicable water supplier to determine whether adequate water supplies to serve the new development will be available no later than the anticipated date of issuance by the local government of a certificate of occupancy or its functional equivalent.

9.1.2 Findings Public Facilities

A comprehensive analysis was completed to examine the demand and impact to the City's public facilities and services.

Studies were provided by licensed and/or professionals who surveyed the site and/or modeled the impacts to maintain the LOS.

The proposed development is consistent with the Public Facilities Element and the Comprehensive Plan.

9.2 Future Land Use Element

Policy A.1.2.2 -Application filing procedures shall require topographic, soil condition, flood hazard zone, and wetland zone surveys filed in support of a land use amendment, zoning change, or land subdivision.

Objective A.1.4 -The City shall seek to improve its ad valorem tax base by encouraging development.

Policy A.1.4.1 -The City shall investigate opportunities for annexation of commercial and value-added properties.

Policy A.1.1.1 – The City shall not issue a building permit or other development orders until the City Manager or his or her designee certifies that required public facilities and services will be provided concurrent with the needs of development. No Certificate of Occupancy shall be issued until facilities and services are in operation

Policy A.1.1.2 – The City shall maintain Land Development Regulations (LDRs), which contain the specific and detailed provisions that are necessary to implement the adopted Comprehensive Plan.

Policy A.1.1.4 - The City Manager or his or her designee shall apply concurrency management to all new development and subdivisions to ensure that private development and public facility construction remain coordinated. Such a test for concurrency will be a requirement of the developer and will be based upon developer commitment.

a. Concurrency shall be measured against Levels of Service (LOS) established for water, sewer, recreation, drainage, roads, and solid waste identified in each appropriate element and the Capital Improvement Element of this plan. Application of LOS criterion will be in accordance with the minimum requirements for concurrency as identified in 163.3180(2), F.S.

Policy A.1.2.2 - Application filing procedures shall require topographic, soil condition, flood hazard zone, and wetland zone surveys filed in support of a land use amendment, zoning change, or land subdivision.

Policy A.1.3.1 - The donation of utility service facility sites to the City shall be a condition of development approval where applicable.

Policy A.1.4.1 – The City shall investigate opportunities for annexation of commercial and value-added properties**.**

Policy A.1.4.3 -The City shall encourage the use of innovative LDRs, which may include provisions for master planned developments, mixed land use development techniques and the clustering of commercial uses in appropriate nodes.

Policy A.2.1.4 - The City shall require a buffer of no less than 25 feet adjacent to and surrounding all wetlands (including saltwater marsh). This buffer shall consist of existing vegetation native to the site, which shall be preserved or replanted between the site of actual development activity and the boundary of the wetland/saltwater marsh.

9.2.1 Findings Future Land Use Element

A comprehensive analysis was completed to examine how the proposed development supports the goals and objectives of the Land Use Element and is found to be consistent with the Future Land Use Element of the City's Comprehensive Plan.

9.3 Housing Element

Policy C.1.1.3

To reduce the high cost of land for development of affordable housing, the City shall consider the use of innovative land development techniques such as zero-lot-line, Master Planned Development, use of smaller sized lots and density bonuses for development of affordable housing units.

9.3.1 Findings Housing Element

A comprehensive analysis was completed to examine how the proposed development supports the policies of Housing Element and is found to be consistent with the Housing Element of the City's Comprehensive Plan.

9.4 Public Facilities Element

Policy D.1.5.3

The City shall permit development only where the capacity of public facilities meets concurrency requirements as established by Section 163.3180, F.S. and that the developer shall be required to guarantee that adopted LOS be maintained.

9.4.1 Findings Public Facilities Element

A comprehensive analysis was completed to examine the demand and impact to the City's public facilities and services.

Studies were provided by licensed and/or professionals who surveyed the site and/or modeled the impacts to maintain the LOS.

The proposed development is consistent with the Public Facilities Element and the Comprehensive Plan.

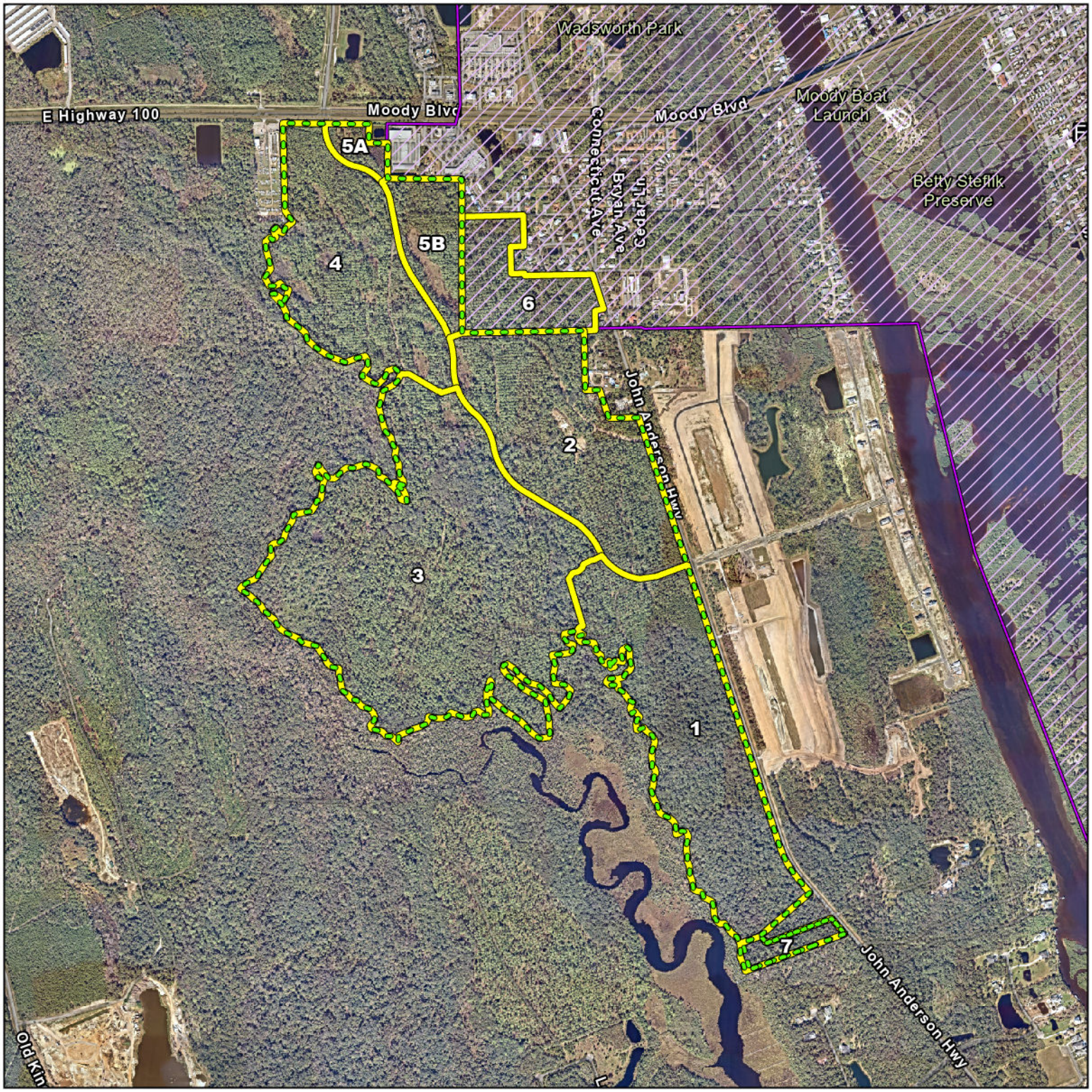
Staff Recommendation

Based on the data, analysis and findings, staff recommends that the Planning and Architectural Review Board (PARB) find the Large-Scale Future Land Use Amendment (FLUM) consistent

with the Comprehensive Plan and recommend to the City Commission to approve the FLUM amendment from unincorporated land use designations of Agriculture, Conservation, and Mixed Use: High Intensity to the City of Flagler Beach land use designations of Low Density Residential and General Commercial.

Exhibits – Developer's FLUM Application, Maps, and Exhibits.

1. Aerial Map
2. Soils Map
3. Topographic Map
4. Gopher Tortoise Burrow Location Map
5. Habitat Map
6. Existing Zoning City of Flagler Beach/ Unincorporated Flagler County
7. Existing FLUM City of Flagler Beach/ Unincorporated Flagler County





Summertown

Aerial

Source: ETM, Flagler County, Esri, Nearmap

Subject Property

Annexation Boundary

City of Flagler Beach Existing City Limits

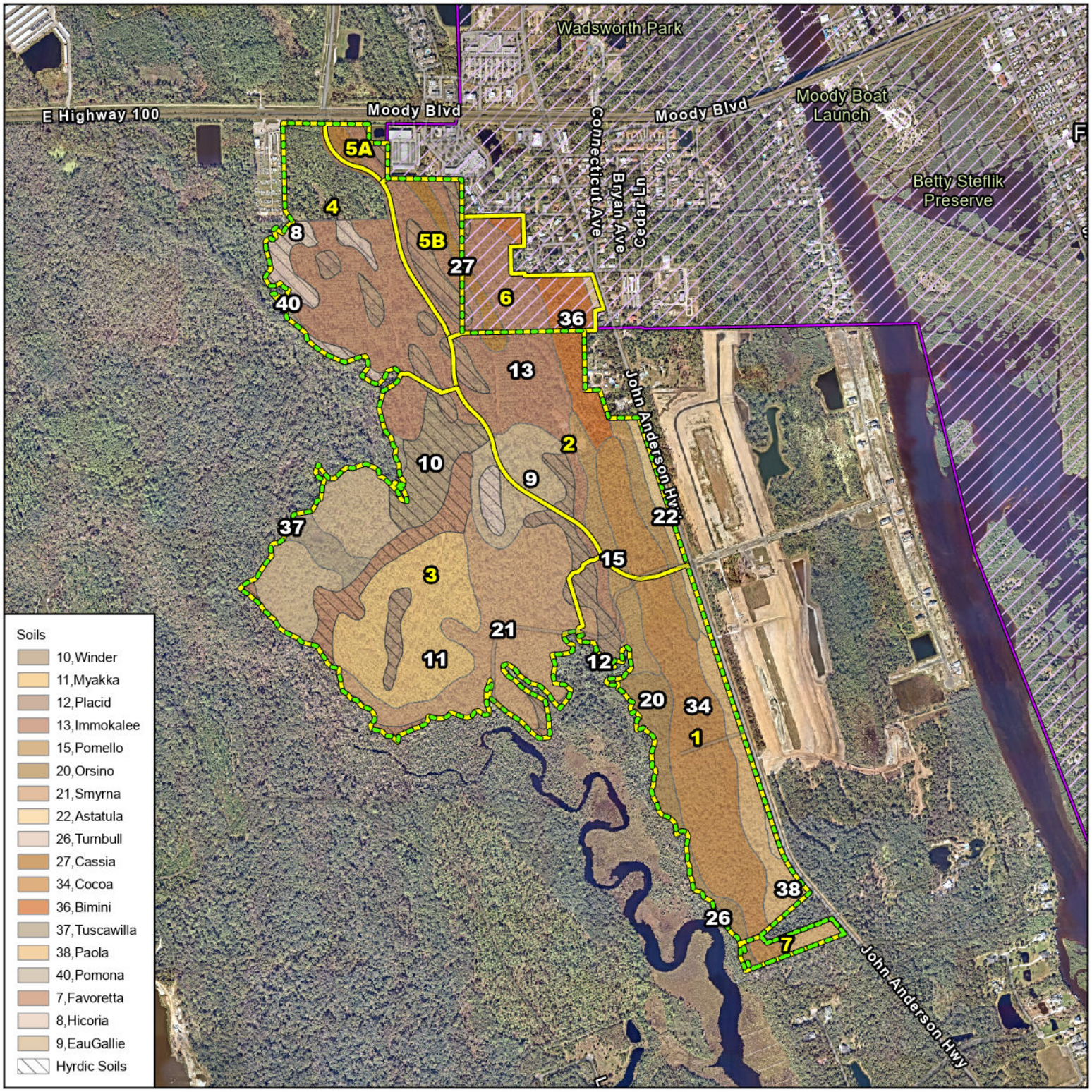
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Summertown

Soils

Source: ETM, Flagler County, SSURGO, Esri, Nearmap

- Subject Property
- Annexation Boundary
- City of Flagler Beach Existing City Limits

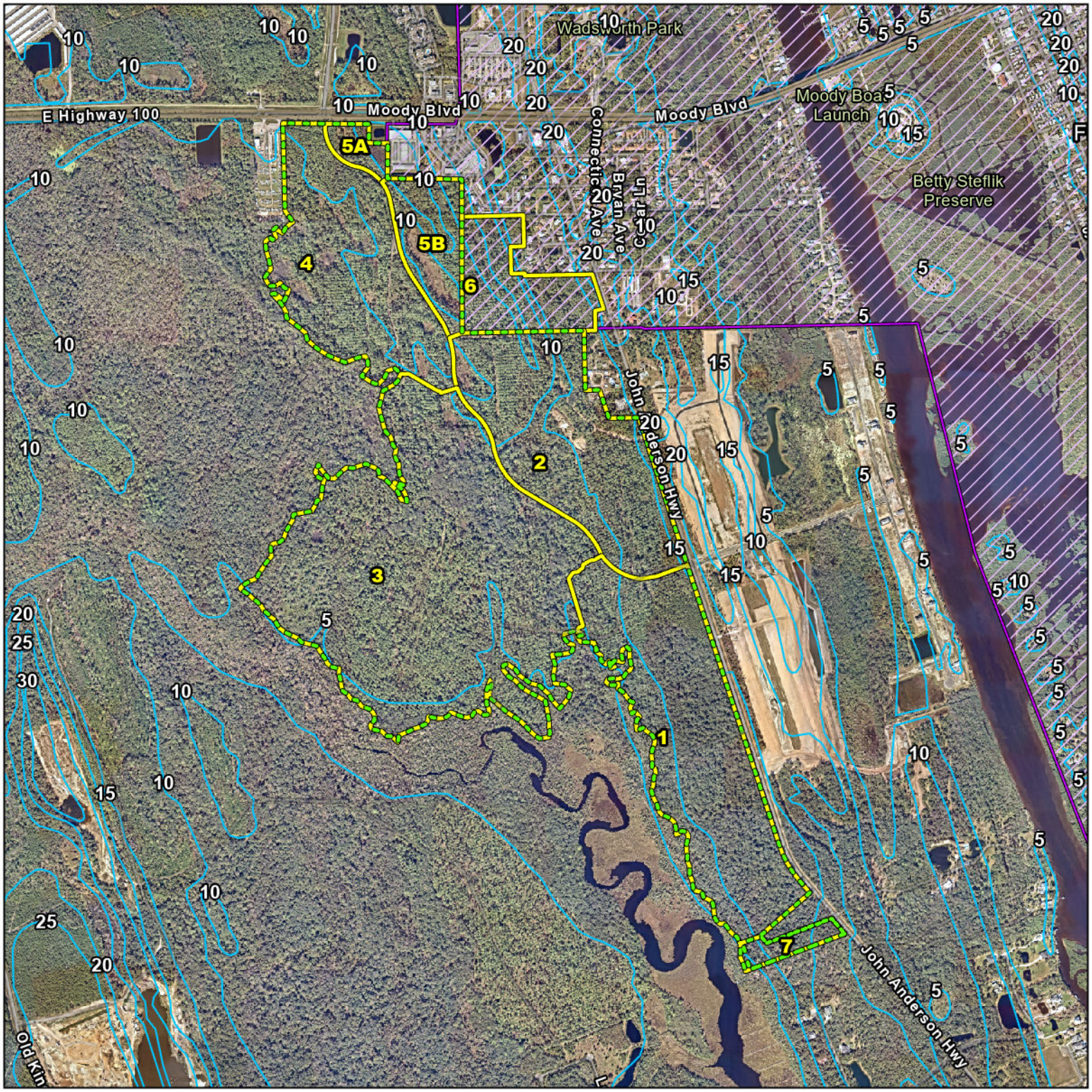
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Summertown

Topography

Source: ETM, Flagler County, USGS, Esri, Nearmap

Subject Property

Annexation Boundary

City of Flagler Beach Existing City Limits

Flagler County 5ft Contours

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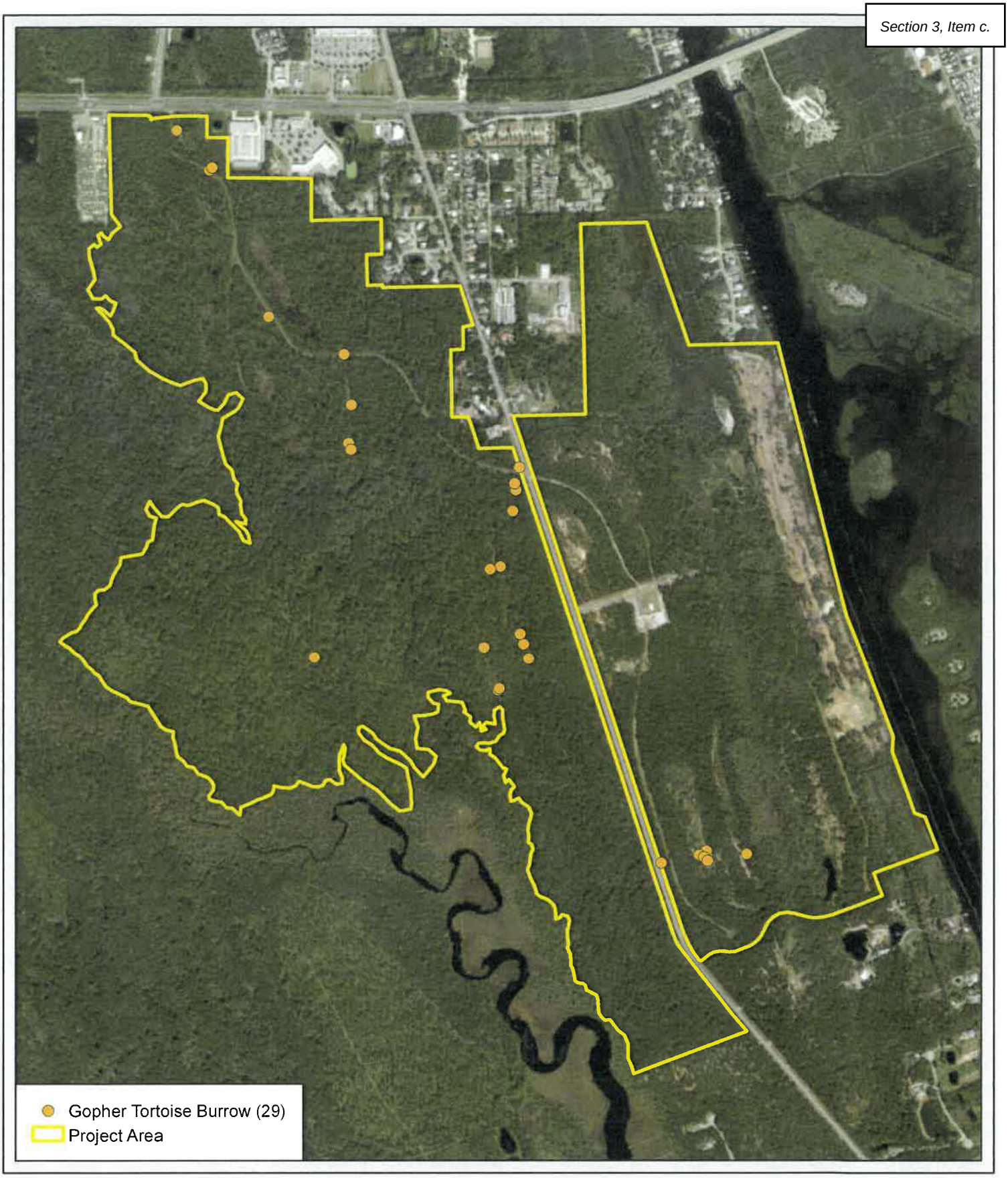


Image Source: ESRI 2022
Date: 5-31-24

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Gopher Tortoise Burrow Location Map
Veranda Bay
Flagler County, Florida

ATLANTIC ECOLOGICAL SERVICES
WWW.ATLANTICECO.COM
904-347-9133 | jody@atlanticec
201 Basque Rd | St. Augustine, FL

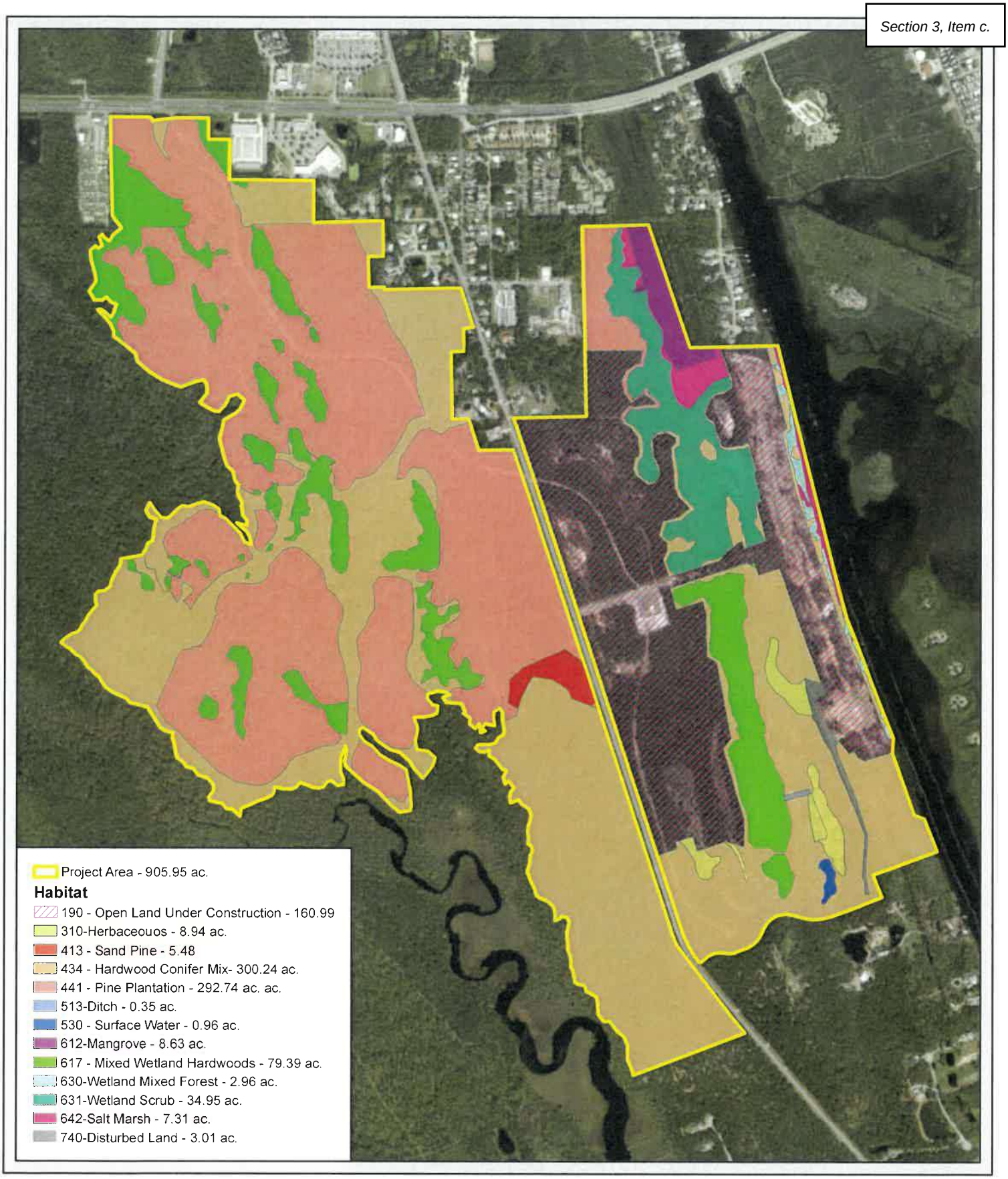


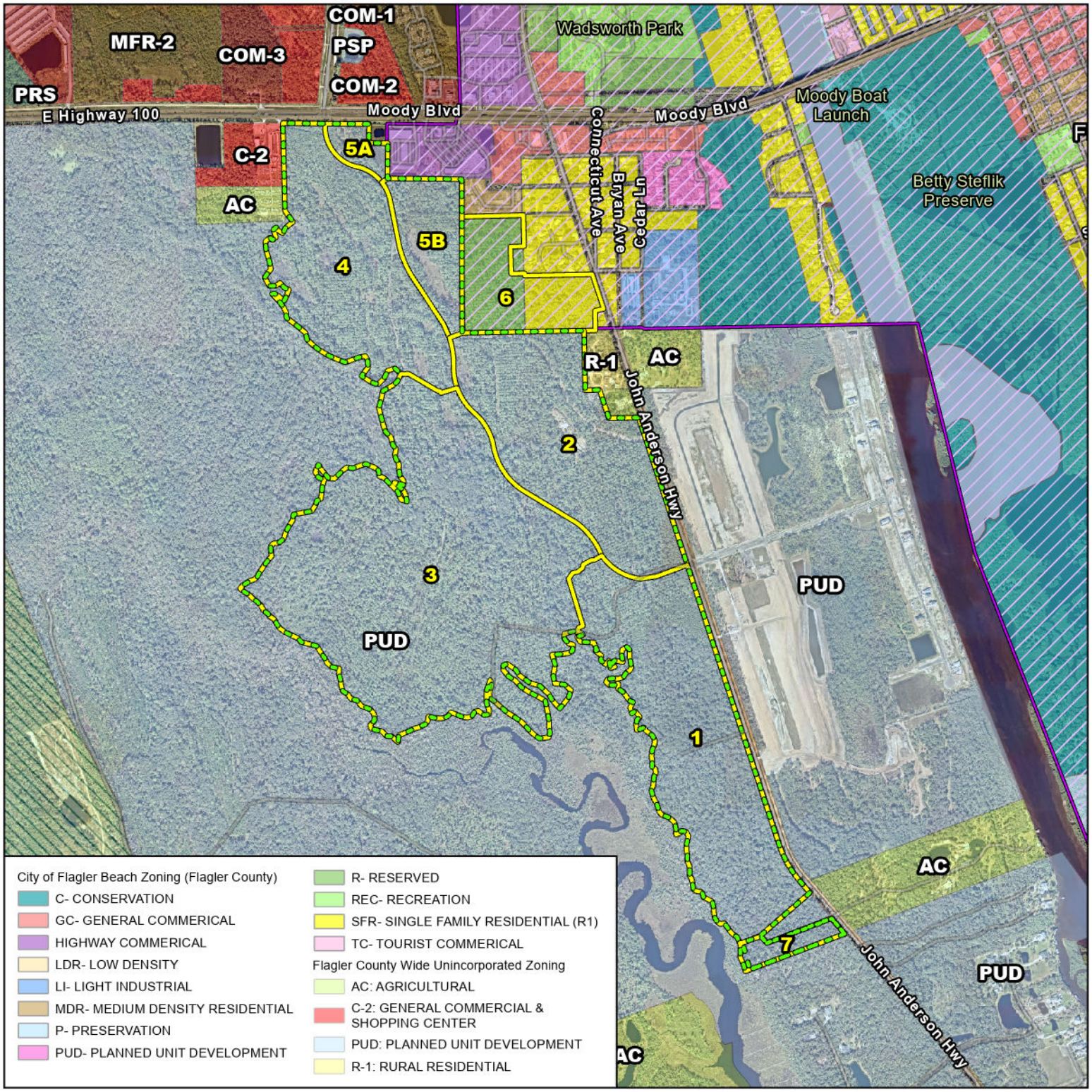
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Habitat Map
Veranda Bay
Flagler County, Florida

ATLANTIC ECOLOGICAL SERVICES
WWW.ATLANTICECO
904-347-9133 | jody@atlanticec
201 Basque Rd | St. Augustine, FL





Summertown

Zoning

Source: ETM, Flagler County, Esri, Nearmap

- Subject Property
- Annexation Boundary
- City of Flagler Beach Existing City Limits

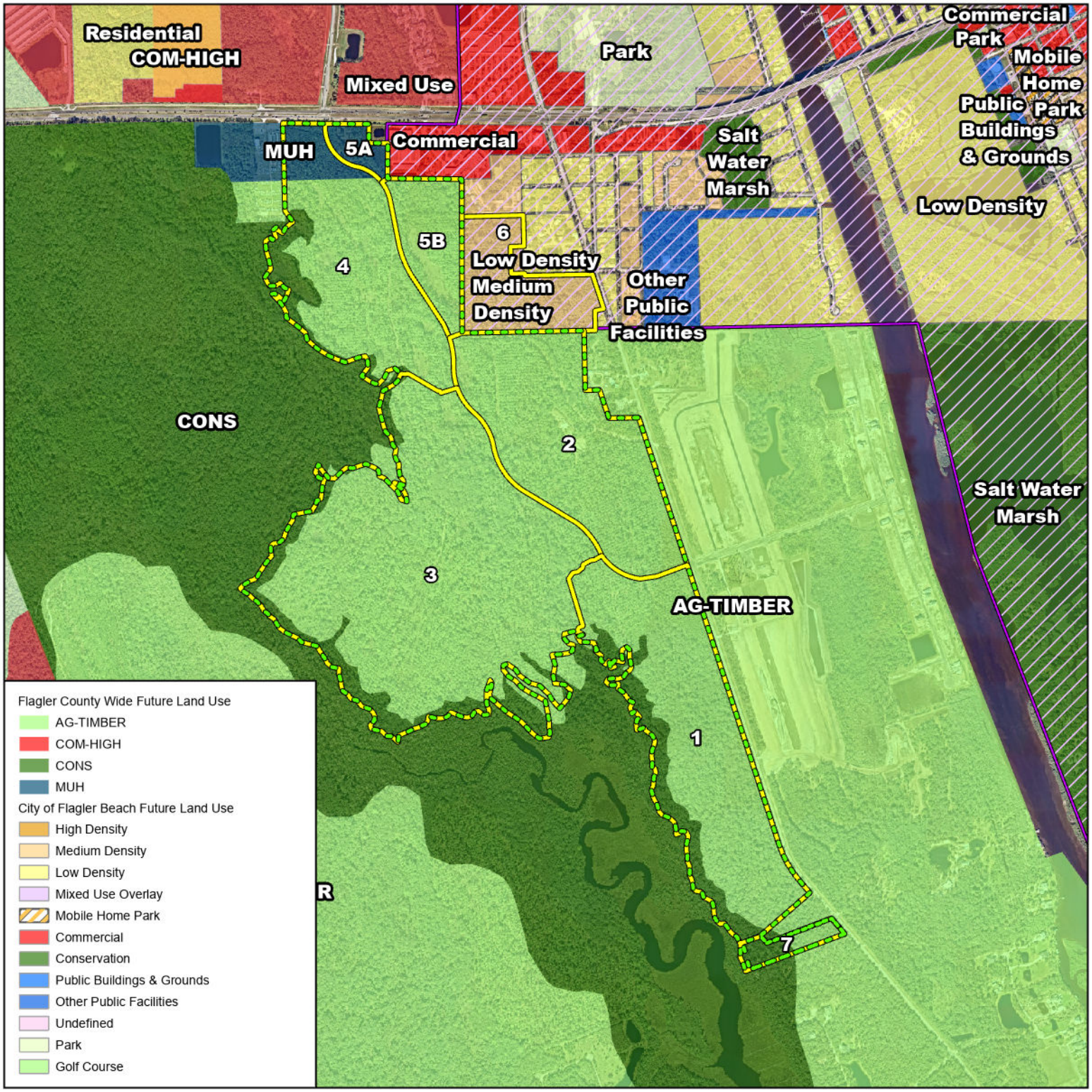
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Summertown

Future Land Use

Source: ETM, Flagler County, Esri, Nearmap

- Project Tracts
- Annexation Boundary
- City of Flagler Beach Existing City Limits

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ORDINANCE 2025-25
SUMMERTOWN COMPREHENSIVE PLAN AMENDMENT
APPLICATION NO. PFLUMA25-0002

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING THE COMPREHENSIVE PLAN FUTURE LAND USE MAP DESIGNATION FOR APPROXIMATELY 544.97 ACRES OF CERTAIN REAL PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Flagler Beach enacted Ordinance 2018-11, adopting the 2035 Comprehensive Plan which includes the City of Flagler Beach Future Land Use Map (FLUM), which Plan and FLUM have been amended from time-to-time; and

WHEREAS, Section 163.3161 et seq., Florida Statutes established the Community Planning Act; and

WHEREAS, Section 163.3184, Florida Statutes, establishes a process for adoption of comprehensive plans or plan amendments amending the future land use designation of property; and

WHEREAS, the City of Flagler Beach is desirous of amending the future land use designation of property located within the City from Agriculture, Conservation, and Mixed Use: High-Intensity (Flagler County Designations), and Low and Medium Density (City of Flagler Beach Designations) to Low Density Residential and Commercial (City of Flagler Beach Designations); and

WHEREAS, the Developer has offered a limiting policy to accompany the map amendment voluntarily limiting certain development entitlements as set forth herein; and

WHEREAS, the City of Flagler Beach Planning and Architectural Review Board (PARB) acting as the City's Local Planning Agency, considered the proposed map amendments at public hearing on October 7, 2025, and voted to recommend APPROVAL of the proposed Comprehensive Plan Amendment; and

WHEREAS, on October 7, 2025, and November 13, 2025, the City of Flagler Beach City Commission held public hearings on this Comprehensive Plan amendment after due public notice and upon thorough and complete consideration and deliberation, adopted the proposed Comprehensive Plan amendment; and

WHEREAS, the Comprehensive Plan amendment adopted by this Ordinance complies with the requirements of the Community Planning Act, the State Comprehensive Plan as set forth in Chapter 187, Florida Statutes, as well as other applicable law, and is consistent with the goals, objectives, and policies and the overall land use plan of the City's Comprehensive Plan; and

WHEREAS, the City Commission of the City of Flagler Beach hereby reaffirms its commitment to the goal of enacting and implementing sound growth management practices within the City; and

WHEREAS, the City Commission of the City of Flagler Beach finds that this Ordinance is in the best interest of the health, safety, and welfare of the citizens of Flagler Beach.

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE CITY COMMISSION OF FLAGLER BEACH, FLORIDA, THAT THE FUTURE LAND USE MAP IS AMENDED AS FOLLOWS:

SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS. The above recitals (whereas clauses) are hereby adopted as the legislative and administrative findings of the City Commission of the City of Flagler Beach.

SECTION 2. COMPREHENSIVE PLAN AND FUTURE LAND USE MAP AMENDED. The Future Land Use Map designation for the approximately 544.97 acre subject area generally located along the east and west of John Anderson Highway, and directly south of State Road 100 as legally described in Exhibit "A" and depicted in Exhibit "B", attached hereto, is amended from Agriculture, Conservation, and Mixed Use: High-Intensity (Flagler County Designations), and Low and Medium Density (City of Flagler Beach Designations) to Low Density Residential and Commercial (City of Flagler Beach Designations) with a Text Policy Amendment to limit development as described in Exhibit "C".

SECTION 3. CONFLICTS. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. NON-CODIFICATION. As this amendment only changes the Future Land Use Map, it is not necessary to codify this Ordinance.

SECTION 5. SEVERABILITY. If any section, subsection, sentence, clause, phrase pr provision of this Ordinance is held to be unconstitutional or otherwise invalid by a court of

competent jurisdiction, such unconstitutionality or invalidity shall not be construed as to render unconstitutional or invalid the remaining provisions of the Ordinance.

SECTION 6. EFFECTIVE DATE. The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits or land use dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

APPROVED on first reading after due public notice and hearing the 9th day of October, 2025.

ADOPTED on second reading after due public notice and public hearing this 13th day of November, 2025.

ATTEST:

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

_____
CITY CLERK

_____
Patti King, Mayor

APPROVED AS TO FORM AND LEGALITY:

_____
DREW SMITH, CITY ATTORNEY

EXHIBIT "A"

SUMMERTOWN

PROPERTY OWNED BY HIGHWAY 100 COMMERCIAL, LLC

LEGAL DESCRIPTION

A PORTION OF TRACT "FD2", GARDENS AT HAMMOCK BEACH, AS RECORDED IN MAP BOOK 35, PAGES 80 THROUGH 100 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING COMMENCE AT THE NORTHWESTERLY CORNER OF SAID TRACT "FD2", SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 100 (A 200 FOOT RIGHT OF WAY AS ESTABLISHED); THENCE SOUTH 89 DEGREES 29 MINUTES 03 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 382.15 FEET TO THE INTERSECTION WITH SOUTHWESTERLY RIGHT OF WAY LINE OF VILLA DRIVE WEST (A VARIABLE WIDTH PRIVATE RIGHT OF WAY AS ESTABLISHED), SAID POINT BEING THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 35.00 FEET; THENCE ALONG SAID CURVE AND SAID SOUTHWESTERLY RIGHT OF WAY LINE AN ARC DISTANCE OF 51.49 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 41 DEGREES 37 MINUTES 50 SECONDS EAST, AND A CHORD DISTANCE OF 46.97 FEET; THENCE SOUTH 00 DEGREES 30 MINUTES 47 SECONDS WEST, A DISTANCE OF 29.81 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 470.00 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 578.46 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 34 DEGREES 44 MINUTES 45 SECONDS EAST, AND A CHORD DISTANCE OF 542.64 FEET; THENCE SOUTH 70 DEGREES 00 MINUTES 17 SECONDS EAST, A DISTANCE OF 190.75 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 360.00 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 364.42 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 41 DEGREES 00 MINUTES 17 SECONDS EAST, AND A CHORD DISTANCE OF 349.06 FEET; THENCE SOUTH 12 DEGREES 00 MINUTES 17 SECONDS EAST, A DISTANCE OF 170.79 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 260.00 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 48.62 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 06 DEGREES 3B MINUTES 50 SECONDS EAST AND A CHORD DISTANCE OF 48.55 FEET; THENCE SOUTH 88 DEGREES 37 MINUTES 36 SECONDS WEST DEPARTING THE AFOREMENTIONED SOUTHWESTERLY RIGHT OF LINE OF VILLA DRIVE WEST, A DISTANCE OF 471.38 FEET; THENCE SOUTH 88 DEGREES 28 MINUTES 30 SECONDS WEST, A DISTANCE OF 589.08 FEET; THENCE NORTH 33 DEGREES 37 MINUTES 07 SECONDS WEST, A DISTANCE OF 50.65 FEET; THENCE NORTH 38 DEGREES 07 MINUTES 37 SECONDS WEST, A DISTANCE OF 95.67 FEET TO A POINT ON A WESTERLY LINE OF THE AFOREMENTIONED TRACT "FD2, GARDENS AT HAMMOCK BEACH"; THENCE NORTH 01 DEGREES 27 MINUTES 08 SECONDS WEST, A DISTANCE OF 968.01 FEET TO THE POINT OF BEGINNING.

SUMMERTOWN

PROPERTY OWNED BY PALM COAST INTRACOASTAL, LLC

LEGAL DESCRIPTION
COMP PLAN AMENDMENT

A PARCEL OF LAND IN THE SOUTH 1/2 OF SECTION 11, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF GOVERNMENT SECTION 11, TOWNSHIP 12 SOUTH, RANGE 31 EAST AS MONUMENTED BY A 4" X 4" CONCRETE MONUMENT INSCRIBED WITH A "T"; THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 11 NORTH 88°51'19" EAST A DISTANCE OF 2,591.75 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°06'41" EAST A DISTANCE OF 1,287.36 FEET; THENCE NORTH 88°28'36" EAST A DISTANCE OF 680.27 FEET; THENCE SOUTH 01°24'50" EAST, A DISTANCE OF 345.10 FEET; THENCE SOUTH 88°36'24" WEST, A DISTANCE OF 150.00 FEET; THENCE SOUTH 01°28'15" EAST, A DISTANCE OF 300.30 FEET; THENCE NORTH 88°36'24" EAST, A DISTANCE OF 150.00 FEET; THENCE SOUTH 01°08'43" EAST, A DISTANCE OF 24.77 FEET; THENCE NORTH 88°54'22" EAST, A DISTANCE OF 749.54 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD 201, (ALSO KNOWN AS JOHN ANDERSON HIGHWAY); THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE, SOUTH 18°11'55" EAST, A DISTANCE OF 401.46 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE, SOUTH 77°14'08" WEST, A DISTANCE OF 99.57 FEET; THENCE SOUTH 01°16'02" EAST, A DISTANCE OF 216.94 FEET; THENCE SOUTH 88°50'35" WEST, A DISTANCE OF 126.47 FEET TO A POINT ON THE SOUTHERLY LINE OF AFORESAID SECTION 11; THENCE ALONG SAID SOUTHERLY LINE SOUTH 88°51'19" WEST, A DISTANCE OF 1,350.55 FEET TO THE POINT OF BEGINNING.

SUMMERTOWN

PROPERTY OWNED BY VERANDA BAY INVESTMENTS LLC

LEGAL DESCRIPTION
COMP PLAN AMENDMENT

A PORTION OF LOTS 1, 3, 7, 8 AND 9, AND ALL OF LOTS 4, 10, 11 AND 12, BLOCK C, BUNNELL DEVELOPMENT COMPANY'S LAND AS RECORDED IN PLAT BOOK 1, PAGE 1, IN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, TOGETHER WITH A PORTION OF GOVERNMENT SECTION 14, 38, AND 39, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, SITUATED IN GOVERNMENT SECTIONS 11, 14, 38 AND 39, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY (STATE ROAD 201) AND THE NORTH LINE OF SAID SECTION 38-12-31; THENCE SOUTH 71°47'17" WEST, A DISTANCE OF 100.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY (STATE ROAD 201), ALSO BEING THE POINT OF BEGINNING; THENCE ALONG SAID WEST RIGHT OF WAY LINE THE FOLLOWING THREE COURSES: SOUTH 18°10'26" EAST, A DISTANCE OF 3,184.36 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1,196.28 FEET, A CENTRAL ANGLE OF 22°09'26" AND A CHORD DISTANCE OF 459.74 FEET WHICH BEARS SOUTH 29°14'21" EAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 462.62 FEET; THENCE SOUTH 40°21'41" EAST, A DISTANCE OF 776.28 FEET; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE SOUTH 69°18'47" WEST, A DISTANCE OF 1,433.82 FEET, THENCE NORTH 20°41'22" WEST, A DISTANCE OF 995.98 FEET, THENCE NORTH 24°04'44" WEST, A DISTANCE OF 1,618.01 FEET; THENCE NORTH 86°17'06" WEST, A DISTANCE OF 2,604.28 FEET; THENCE NORTH 60°37'10" WEST, A DISTANCE OF 341.50 FEET; THENCE NORTH 43°23'02" WEST, A DISTANCE OF 2,172.87 FEET, THENCE NORTH 30°47'31" EAST, A DISTANCE OF 1,526.35 FEET; THENCE NORTH 45°31'15" EAST, A DISTANCE OF 902.38 FEET; THENCE NORTH 40°14'18" WEST, A DISTANCE OF 1,732.75 FEET; THENCE NORTH 06°10'40" WEST, A DISTANCE OF 189.68 FEET; THENCE NORTH 00°15'33" WEST, A DISTANCE OF 614.90 FEET; THENCE NORTH 88°32'16" EAST, A DISTANCE OF 257.93 FEET; THENCE NORTH 01°27'08" WEST, A DISTANCE OF 1,087.72 FEET TO A POINT ON THE SOUTH LINE OF STATE ROAD NO. 100; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE SOUTH 89°29'03" EAST A DISTANCE OF 959.81 FEET; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE SOUTH 00°30'57" WEST, A DISTANCE OF 210.00 FEET; THENCE SOUTH 89°29'03" EAST, A DISTANCE OF 210.00 FEET; THENCE SOUTH 00°30'57" WEST, A DISTANCE OF 389.92 FEET; THENCE SOUTH 89°28'38" EAST, A DISTANCE OF 822.42 FEET; THENCE SOUTH 00°06'48" EAST, A DISTANCE OF 1,704.61 FEET; THENCE NORTH 88°51'12"EAST, A DISTANCE OF 1,350.55 FEET; THENCE SOUTH 01°10'32" EAST, A DISTANCE OF 660.84 FEET; THENCE NORTH 88°37'17" EAST, A DISTANCE OF 158.75 FEET; THENCE SOUTH 18°14'40" EAST, A DISTANCE OF 330.09 FEET; THENCE NORTH 88°50'11" EAST, A DISTANCE OF 330.04 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY (STATE ROAD 201); THENCE ALONG SAID RIGHT OF WAY LINE SOUTH 18°15'00" EAST, A DISTANCE OF 1,788.60 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT: THE LAND CONTAINED IN THE QUIT CLAIM DEED TO EAST FLAGLER MOSQUITO CONTROL DISTRICT RECORDED IN OFFICIAL RECORDS BOOK 1620, PAGE 434, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING 0.89 ACRES, MORE OR LESS.

LESS AND EXCEPT: THE LAND CONTAINED IN THE SPECIAL WARRANTY DEED TO FLAGLER COUNTY RECORDED IN OFFICIAL RECORDS BOOK 1636, PAGE 1694, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING 81.32 ACRES, MORE OR LESS.

LESS AND EXCEPT: THE LAND CONTAINED IN THE SPECIAL WARRANTY DEED TO HIGHWAY 100 COMMERCIAL LLC RECORDED IN OFFICIAL RECORDS BOOK 1789, PAGE 750, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING 18.94 ACRES, MORE OR LESS.

LESS AND EXCEPT: TRACT PL-2 OF THE VACATED PLAT OF GARDENS AT HAMMOCK BEACH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 35, PAGES 80 THROUGH 100, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING A TOTAL OF 13.17 ACRES, MORE OR LESS.

SUMMERTOWN

PROPERTY OWNED BY HIGHWAY 100 COMMERCIAL, LLC

LEGAL DESCRIPTION
COMP PLAN AMENDMENT

A PORTION OF TRACT "FD2", GARDENS AT HAMMOCK BEACH, AS RECORDED IN MAP BOOK 35, PAGES 80 THROUGH 100 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING COMMENCE AT THE NORTHWESTERLY CORNER OF SAID TRACT "FD2", SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 100 (A 200 FOOT RIGHT OF WAY AS ESTABLISHED); THENCE SOUTH 89 DEGREES 29 MINUTES 03 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 382.15 FEET TO THE INTERSECTION WITH SOUTHWESTERLY RIGHT OF WAY LINE OF VILLA DRIVE WEST (A VARIABLE WIDTH PRIVATE RIGHT OF WAY AS ESTABLISHED), SAID POINT BEING THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 35.00 FEET; THENCE ALONG SAID CURVE AND SAID SOUTHWESTERLY RIGHT OF WAY LINE AN ARC DISTANCE OF 51.49 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 41 DEGREES 37 MINUTES 50 SECONDS EAST, AND A CHORD DISTANCE OF 46.97 FEET; THENCE SOUTH 00 DEGREES 30 MINUTES 47 SECONDS WEST, A DISTANCE OF 29.81 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 470.00 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 578.46 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 34 DEGREES 44 MINUTES 45 SECONDS EAST, AND A CHORD DISTANCE OF 542.64 FEET; THENCE SOUTH 70 DEGREES 00 MINUTES 17 SECONDS EAST, A DISTANCE OF 190.75 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 360.00 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 364.42 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 41 DEGREES 00 MINUTES 17 SECONDS EAST, AND A CHORD DISTANCE OF 349.06 FEET; THENCE SOUTH 12 DEGREES 00 MINUTES 17 SECONDS EAST, A DISTANCE OF 170.79 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 260.00 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 48.62 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 06 DEGREES 3B MINUTES 50 SECONDS EAST AND A CHORD DISTANCE OF 48.55 FEET; THENCE SOUTH 88 DEGREES 37 MINUTES 36 SECONDS WEST DEPARTING THE AFOREMENTIONED SOUTHWESTERLY RIGHT OF LINE OF VILLA DRIVE WEST, A DISTANCE OF 471.38 FEET; THENCE SOUTH 88 DEGREES 28 MINUTES 30 SECONDS WEST, A DISTANCE OF 589.08 FEET; THENCE NORTH 33 DEGREES 37 MINUTES 07 SECONDS WEST, A DISTANCE OF 50.65 FEET; THENCE NORTH 38 DEGREES 07 MINUTES 37 SECONDS WEST, A DISTANCE OF 95.67 FEET TO A POINT ON A WESTERLY LINE OF THE AFOREMENTIONED TRACT "FD2, GARDENS AT HAMMOCK BEACH"; THENCE NORTH 01 DEGREES 27 MINUTES 08 SECONDS WEST, A DISTANCE OF 968.01 FEET TO THE POINT OF BEGINNING.

SUMMERTOWN

PROPERTY OWNED BY PALM COAST INTRACOASTAL, LLC

LEGAL DESCRIPTION

A PARCEL OF LAND IN THE SOUTH 1/2 OF SECTION 11, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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SUMMERTOWN

PROPERTY OWNED BY VERANDA BAY INVESTMENTS LLC

LEGAL DESCRIPTION

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LESS AND EXCEPT: THE LAND CONTAINED IN THE SPECIAL WARRANTY DEED TO FLAGLER COUNTY RECORDED IN OFFICIAL RECORDS BOOK 1636, PAGE 1694, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING 81.32 ACRES, MORE OR LESS.

LESS AND EXCEPT: THE LAND CONTAINED IN THE SPECIAL WARRANTY DEED TO HIGHWAY 100 COMMERCIAL LLC RECORDED IN OFFICIAL RECORDS BOOK 1789, PAGE 750, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING 18.94 ACRES, MORE OR LESS.

LESS AND EXCEPT: TRACT PL-2 OF THE VACATED PLAT OF GARDENS AT HAMMOCK BEACH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 35, PAGES 80 THROUGH 100, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING A TOTAL OF 13.17 ACRES, MORE OR LESS.



ENGLAND-THIMS & MILLER
14775 Old St. Augustine Road, Jacksonville, Florida 32258
904.642.8990 | www.etmgeo.com | www.etminc.com

DISCLAIMER INFORMATION ON THIS MAP IS SUBJECT TO CONTINUOUS MODIFICATION AND UPDATING. ENGLAND-THIMS & MILLER, INC. (ETM) OFFERS NO WARRANTY EITHER EXPRESSED OR IMPLIED OF THE CONTENT, ACCURACY, OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE INFORMATION INCLUDED HEREON. LIKEWISE, ETM SHALL NOT BE RESPONSIBLE IN ANY WAY FOR ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED HEREON. NOT AUTHORIZED FOR DISTRIBUTION OR REPRODUCTION IN ANY FORM.

EXHIBIT C

Summertown ("Property") Comprehensive Plan Text Amendment

Policy A.1.1.3.I – Development of the Property shall be limited to a maximum of 1,640 residential units, a maximum of 840,000 square feet of nonresidential uses and a maximum of 250 hotel rooms ("Development Plan"). Land uses permitted within the Low Density Residential and Commercial Future Land Use designation shall be allowed as permitted in the City Comprehensive Plan and Land Development Regulations (July 2025). Changes to the Development Plan may be permitted providing the net new external trips (PM peak hour) do not increase as certified by the Developer's traffic engineer.

Serial Number
25-00352F

Observer
You. Your Neighbors. Your Neighborhood.
PalmCoastObserver.com

Palm Coast Observer
Published Weekly
Palm Coast, Flagler County, Florida

COUNTY OF FLAGLER

STATE OF FLORIDA

Before the undersigned authority personally appeared Nancy Kay Raymond who on oath says that he/she is Publisher's Representative of the Palm Coast Observer a weekly newspaper published at Palm Coast, Flagler County, Florida; that the attached copy of advertisement,

being a Public Hearing

in the matter of Ordinance 2025-25, 2025-26

in the Court, was published in said newspaper by print in the

issues of 9/25/2025

Affiant further says that the Palm Coast Observer complies with all legal requirements for publication in chapter 50, Florida Statutes.

*This Notice was placed on the newspaper's website and floridapublicnotices.com on the same day the notice appeared in the newspaper.

N. Kay Raymond
Nancy Kay Raymond

Sworn to and subscribed, and personally appeared by physical presence before me,

25th day of September, 2025 A.D.

by Nancy Kay Raymond who is personally known to me.

Sara Hubert
Notary Public, State of Florida
(SEAL)

SARA HUBERT
NOTARY
My Comm. Expires
Sept. 7, 2026
HH 309909
PUBLIC
STATE OF FLORIDA

CITY OF FLAGLER BEACH NOTICE OF PUBLIC HEARING

The City Commission proposes to adopt Ordinance No. 2025-26 Entitled:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING THE OFFICIAL ZONING MAP DESIGNATION FOR APPROXIMATELY 545.54 ACRES OF CERTAIN REAL PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

The City Commission proposes to adopt Ordinance No. 2025-25 Entitled:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING THE COMPREHENSIVE PLAN FUTURE LAND USE MAP DESIGNATION FOR APPROXIMATELY 544.97 ACRES OF CERTAIN REAL PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Applications have been submitted to rezone this property from Planned Unit Development (PUD), Reserved (R), and Single Family Residential (R1) Zoning Districts to the Master Planned Development (MPD) Zoning District, and to amend the Future Land Use Map designation of the property from Agriculture, Conservation, and Mixed Use: High Intensity to Low Density Residential and Commercial. All lands are located as depicted in the Location Map provided below.

PUBLIC HEARINGS ARE SCHEDULED TO BE HELD AT CITY HALL, 105 S. 2ND STREET, FLAGLER BEACH, FLORIDA AS FOLLOWS:

PLANNING AND ARCHITECTURAL REVIEW BOARD TUESDAY, OCTOBER 7, 2025 AT 5:30 P.M.

1ST READING CITY COMMISSION THURSDAY, OCTOBER 9, 2025 AT 5:30 P.M. OR AS SOON THEREAFTER AS POSSIBLE.

2ND READING CITY COMMISSION THURSDAY, NOVEMBER 13, 2025 AT 5:30 P.M. OR AS SOON THEREAFTER AS POSSIBLE.

ALL INTERESTED PARTIES ARE INVITED TO ATTEND.

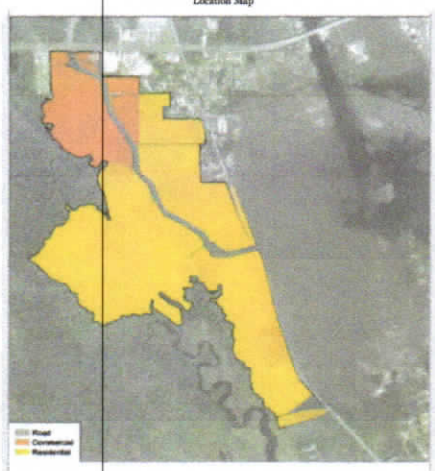
PLEASE DIRECT ANY QUESTIONS TO THE CITY OF FLAGLER BEACH AT (386-517-2000) EXT. 231

The public hearings may be continued to a future date or dates. The times and dates of any continuances of a public hearing shall be announced during the public hearing without any further published notice. The request will be heard at 5:30 PM, or as soon thereafter as possible, in the City Commission chambers located at 105 South Second Street, Flagler Beach, Florida.

If a person decides to appeal any decision made with respect to any matter considered at the above referenced hearings, he/she will need a record of the proceedings. For such purposes, it may be necessary 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 any of these proceedings should contact the City Clerk's Office at 386-517-2000 Ext. 233 at least 48 hours prior to the meeting. For further information about this request, please call the Planning and Building Department at (386) 517-2000 Ext. 231. The public may inspect information that is more detailed during office hours at the Planning and Building Department, 800 S. Daytona Ave.

Location Map



Sep. 25 25-00352F

CITY OF FLAGLER BEACH
BUILDING AND PLANNING DEPARTMENT

GENERAL APPLICATION

☐ *Final Site Plan*	☐ *Preliminary Plat*
☐ *Master Site Plan*	☐ *Final Plat*
☐ *Site Development Plan(s)*	☐ *Plat Vacating*
☐ *Rezoning*	☐ *Subdivision Master Plan*
☐ *Comprehensive Plan Amendment*	☐ *Non-statutory Land Division/Parcel Reconfiguration*
☑ *Future Land Use Map Amendment*	☐ *Site Plan Modification (Post approval)*
☐ *Special Exception*	☐ *Development Order Modification*
☐ *Variance*	☐ *Wireless Communication Facility (new structure)*

Application Submittal Date:_____

Application No.: PFLUMA25-0002

Fee Paid: $_____. Date Received:_____

Employee Accepting Application (print name):_____

Rejected Date: _____. Rejected by:_____

Reason for Rejection:_____

_____

A. PROJECT NAME: Summertown

B. LOCATION OF SUBJECT PROPERTY (PHYSICAL ADDRESS):_____

C. PROPERTY APPRAISER'S PARCEL ID NUMBER(s): See attached Exhibit "B" parcel ID Numbers

_____

D. LEGAL DESCRIPTION: _____Subdivision Name;_____

See attached Exhibit "A" legal description

Section;_____ Block(s);_____ Lot(s); _____

E. SUBJECT PROPERTY ACRES / SQUARE FOOTAGE:_____

F. FUTURE LAND USE MAP DESIGNATION: Agriculture/Timberlands EXISTING ZONING DISTRICT: PUD

OVERLAY DISTRICT:_____

G. FLOOD ZONE:_____ FEMA COMMUNITY PANEL NUMBER:_____ DATE:_____

H. CURRENT USE OF PROPERTY: Vacant

I. DESCRIPTION OF REQUEST/PROPOSED DEVELOPMENT (ATTACH ADDITIONAL SHEETS) _____

_____

_____

_____

J. PROPOSED NUMBER OF LOTS (If Applicable):_____ Development Phasing: *Yes* ☐ *No* ☐

CITY OF FLAGLER BEACH
PLANNING & ZONING DEPARTMENT

K. LIST BELOW ANY APPLICATIONS CURRENTLY UNDER REVIEW OR RECENTLY APPROVED ASSOCIATED WITH THIS APPLICATION:

L. WATER/SEWER PROVIDER:_____

M. EXISTING MORTGAGE? Yes ☐ No ☑

OWNER: Veranda Bay Investments, LLC &	***APPLICANT/AGENT:***
Name: Palm Coast Intracoastal, LLC	Name: Michael D. Chiumento III, Esq.
Mailing Address: 3129 Springbank Lane, Charlotte, NC 28226	Mailing Address: 145 City Place, Suite 301, Palm Coast, FL
Phone Number: 386-986-2411	Phone Number: 386-445-8900
E-mail Address: kenbelshe@yahoo.com	E-mail Address:

MORTGAGE HOLDER:	***ENGINEER OR PROFESSIONAL:***
Name:	Name: Lindsay Haga, England-Thims & Miller, Inc.
Mailing Address:	Mailing Address:
Phone Number:	Phone Number: -- 904-376-6296
E-mail Address:	E-mail Address: HagaL@etminc.com

SURVEYOR:	***LANDSCAPE ARCHITECT:***
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:

PLANNER:	***TRAFFIC ENGINEER:***
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:

ATTORNEY OF RECORD:	***DEVELOPER:***
Name: Michael D. Chiumento III, Esq.	Name:
Mailing Address: 145 City Place, Suite 301, Palm Coast	Mailing Address:
Phone Number: 386-445-8900	Phone Number:
E-mail Address: Michael3@legalteamforlfie.com	E-mail Address:

I HEREBY CERTIFY THAT ALL INFORMATION ON THIS APPLICATION IS CORRECT:

Signature of owner OR person authorized to represent this application:

Signature(s):_____ _____

Printed or typed name(s): William G. Allen, as Manager of Palm Coast Intracoastal, LLC | William G. Allen, as Manager of Veranda Bay Investments, LLC

The foregoing instrument was acknowledged before me by means of ✓ physical presence or __ online notarization this 30th day of, July 20 25 by William G. Allen as Manager individual submitted by ✓ Personal Knowledge ___ Satisfactory Evidence: Type _____

Tracey A. Benavides (SEAL)

Signature of Notary Public, State of Florida

TRACEY A. BENAVIDES
Notary Public-State of Florida
Commission # HH 190061
My Commission Expires
January 02, 2026

K. LIST BELOW ANY APPLICATIONS CURRENTLY UNDER REVIEW OR RECENTLY APPROVED ASSOCIATED WITH THIS APPLICATION:

L. WATER/SEWER PROVIDER: _____

M. EXISTING MORTGAGE? Yes ☐ No ☒

OWNER: Highway 100 Commercial, LLC	*APPLICANT/AGENT:* Michael D. Chiumento III, Esq.
Name: Michelle Chira, Trustee of the Michelle	Name: Chiumento Law, PLLC
Mailing Address: Chira Revocable Trust, as Mgr.	Mailing Address: 145 City Place, Ste. 301, Palm Coast, FL
Phone Number: 800 Highland Ave., Suite 200	Phone Number: 386-445-8900 32164
E-mail Address: Orlando, FL 32803	E-mail Address: michael3@legalteamforlife.com

MORTGAGE HOLDER: N/A	*ENGINEER OR PROFESSIONAL:*
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:

SURVEYOR:	*LANDSCAPE ARCHITECT:*
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:

PLANNER:	*TRAFFIC ENGINEER:*
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:

ATTORNEY OF RECORD:	*DEVELOPER:*
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:

I HEREBY CERTIFY THAT ALL INFORMATION ON THIS APPLICATION IS CORRECT:

Signature of owner OR person authorized to represent this application:

Signature(s): _____

Printed or typed name(s): Michelle Chira, Trustee of the Michelle Chira Revocable Trust, as Manager of ~~Highway 100 Commercial, LLC~~

The foregoing instrument was acknowledged before me by means of __ physical presence or __ online notarization this 13 day of JUNE 2024 by Michelle Chira, Trustee of the Michelle Chira Revocable Trust, as Manager of Highway 100 Commercial, LLC individual submitted by ✓ Personal Knowledge ___ Satisfactory Evidence: Type _____

_____
Signature of Notary Public, State of Florida

(SEAL)
Notary Public State of Florida
Dawn Harris
My Commission HH 489042
Expires 2/5/2028

CITY OF FLAGLER BEACH
BUILDING AND PLANNING DEPARTMENT

K. LIST BELOW ANY APPLICATIONS CURRENTLY UNDER REVIEW OR RECENTLY APPROVED ASSOCIATED WITH THIS APPLICATION:

L. WATER/SEWER PROVIDER: _____

M. EXISTING MORTGAGE? Yes ☐ No ☒

OWNER: Highway 100Commercial, LLC Mary L. Demetree, as Trustee of the Mary L. Demetree Revocable Trust, as Manager Address: 800 Highland Ave., Suite 200 Orlando, FL 32803	*APPLICANT/AGENT:* Michael D. Chiumento III Esq. Name: Chiumento Law, PLLC Mailing Address: E-mail Address: michael3@legalteamforlife.com
MORTGAGE HOLDER: N/A Name: Mailing Address: Phone Number: E-mail Address:	*ENGINEER OR PROFESSIONAL:* Name: Mailing Address: Phone Number: E-mail Address:

SURVEYOR:	*LANDSCAPE ARCHITECT:*
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:

PLANNER:	*TRAFFIC ENGINEER:*
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:

ATTORNEY OF RECORD:	*DEVELOPER:*
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:

I HEREBY CERTIFY THAT ALL INFORMATION ON THIS APPLICATION IS CORRECT:

Signature of owner OR person authorized to represent this application:

Signature(s): _____

Printed or typed name(s): Mary L. Demetree, as Trustee of the Mary L. Demetree Revocable Trust

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this ____ day of, May 2024 by Mary L. Demetree, as Trustee of the Mary L. Demetree Revocable Trust by ☒ Personal Knowledge ☐ Satisfactory Evidence: Type _____

Signature of Notary Public, State of Florida

(SEAL)

NOTARY PUBLIC STATE OF FLORIDA
AZYADET N. ALVAREZ
MY COMMISSION # HH 350861
EXPIRES: April 17, 2027

EXHIBIT “A”

SUMMERTOWN

PROPERTY OWNED BY HIGHWAY 100 COMMERCIAL, LLC

LEGAL DESCRIPTION

A PORTION OF TRACT "FD2", GARDENS AT HAMMOCK BEACH, AS RECORDED IN MAP BOOK 35, PAGES 80 THROUGH 100 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING COMMENCE AT THE NORTHWESTERLY CORNER OF SAID TRACT "FD2", SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 100 (A 200 FOOT RIGHT OF WAY AS ESTABLISHED); THENCE SOUTH 89 DEGREES 29 MINUTES 03 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 382.15 FEET TO THE INTERSECTION WITH SOUTHWESTERLY RIGHT OF WAY LINE OF VILLA DRIVE WEST (A VARIABLE WIDTH PRIVATE RIGHT OF WAY AS ESTABLISHED), SAID POINT BEING THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 35.00 FEET; THENCE ALONG SAID CURVE AND SAID SOUTHWESTERLY RIGHT OF WAY LINE AN ARC DISTANCE OF 51.49 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 41 DEGREES 37 MINUTES 50 SECONDS EAST, AND A CHORD DISTANCE OF 46.97 FEET; THENCE SOUTH 00 DEGREES 30 MINUTES 47 SECONDS WEST, A DISTANCE OF 29.81 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 470.00 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 578.46 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 34 DEGREES 44 MINUTES 45 SECONDS EAST, AND A CHORD DISTANCE OF 542.64 FEET; THENCE SOUTH 70 DEGREES 00 MINUTES 17 SECONDS EAST, A DISTANCE OF 190.75 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 360.00 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 364.42 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 41 DEGREES 00 MINUTES 17 SECONDS EAST, AND A CHORD DISTANCE OF 349.06 FEET; THENCE SOUTH 12 DEGREES 00 MINUTES 17 SECONDS EAST, A DISTANCE OF 170.79 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 260.00 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 48.62 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 06 DEGREES 3B MINUTES 50 SECONDS EAST AND A CHORD DISTANCE OF 48.55 FEET; THENCE SOUTH 88 DEGREES 37 MINUTES 36 SECONDS WEST DEPARTING THE AFOREMENTIONED SOUTHWESTERLY RIGHT OF LINE OF VILLA DRIVE WEST, A DISTANCE OF 471.38 FEET; THENCE SOUTH 88 DEGREES 28 MINUTES 30 SECONDS WEST, A DISTANCE OF 589.08 FEET; THENCE NORTH 33 DEGREES 37 MINUTES 07 SECONDS WEST, A DISTANCE OF 50.65 FEET; THENCE NORTH 38 DEGREES 07 MINUTES 37 SECONDS WEST, A DISTANCE OF 95.67 FEET TO A POINT ON A WESTERLY LINE OF THE AFOREMENTIONED TRACT "FD2, GARDENS AT HAMMOCK BEACH"; THENCE NORTH 01 DEGREES 27 MINUTES 08 SECONDS WEST, A DISTANCE OF 968.01 FEET TO THE POINT OF BEGINNING.

SUMMERTOWN

PROPERTY OWNED BY PALM COAST INTRACOASTAL, LLC

LEGAL DESCRIPTION
COMP PLAN AMENDMENT

A PARCEL OF LAND IN THE SOUTH 1/2 OF SECTION 11, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF GOVERNMENT SECTION 11, TOWNSHIP 12 SOUTH, RANGE 31 EAST AS MONUMENTED BY A 4" X 4" CONCRETE MONUMENT INSCRIBED WITH A "T"; THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 11 NORTH 88°51'19" EAST A DISTANCE OF 2,591.75 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°06'41" EAST A DISTANCE OF 1,287.36 FEET; THENCE NORTH 88°28'36" EAST A DISTANCE OF 680.27 FEET; THENCE SOUTH 01°24'50" EAST, A DISTANCE OF 345.10 FEET; THENCE SOUTH 88°36'24" WEST, A DISTANCE OF 150.00 FEET; THENCE SOUTH 01°28'15" EAST, A DISTANCE OF 300.30 FEET; THENCE NORTH 88°36'24" EAST, A DISTANCE OF 150.00 FEET; THENCE SOUTH 01°08'43" EAST, A DISTANCE OF 24.77 FEET; THENCE NORTH 88°54'22" EAST, A DISTANCE OF 749.54 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD 201, (ALSO KNOWN AS JOHN ANDERSON HIGHWAY); THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE, SOUTH 18°11'55" EAST, A DISTANCE OF 401.46 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE, SOUTH 77°14'08" WEST, A DISTANCE OF 99.57 FEET; THENCE SOUTH 01°16'02" EAST, A DISTANCE OF 216.94 FEET; THENCE SOUTH 88°50'35" WEST, A DISTANCE OF 126.47 FEET TO A POINT ON THE SOUTHERLY LINE OF AFORESAID SECTION 11; THENCE ALONG SAID SOUTHERLY LINE SOUTH 88°51'19" WEST, A DISTANCE OF 1,350.55 FEET TO THE POINT OF BEGINNING.

SUMMERTOWN

PROPERTY OWNED BY VERANDA BAY INVESTMENTS LLC

LEGAL DESCRIPTION
COMP PLAN AMENDMENT

A PORTION OF LOTS 1, 3, 7, 8 AND 9, AND ALL OF LOTS 4, 10, 11 AND 12, BLOCK C, BUNNELL DEVELOPMENT COMPANY'S LAND AS RECORDED IN PLAT BOOK 1, PAGE 1, IN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, TOGETHER WITH A PORTION OF GOVERNMENT SECTION 14, 38, AND 39, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, SITUATED IN GOVERNMENT SECTIONS 11, 14, 38 AND 39, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY (STATE ROAD 201) AND THE NORTH LINE OF SAID SECTION 38-12-31; THENCE SOUTH 71°47'17" WEST, A DISTANCE OF 100.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY (STATE ROAD 201), ALSO BEING THE POINT OF BEGINNING; THENCE ALONG SAID WEST RIGHT OF WAY LINE THE FOLLOWING THREE COURSES: SOUTH 18°10'26" EAST, A DISTANCE OF 3,184.36 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1,196.28 FEET, A CENTRAL ANGLE OF 22°09'26" AND A CHORD DISTANCE OF 459.74 FEET WHICH BEARS SOUTH 29°14'21" EAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 462.62 FEET; THENCE SOUTH 40°21'41" EAST, A DISTANCE OF 776.28 FEET; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE SOUTH 69°18'47" WEST, A DISTANCE OF 1,433.82 FEET, THENCE NORTH 20°41'22" WEST, A DISTANCE OF 995.98 FEET, THENCE NORTH 24°04'44" WEST, A DISTANCE OF 1,618.01 FEET; THENCE NORTH 86°17'06" WEST, A DISTANCE OF 2,604.28 FEET; THENCE NORTH 60°37'10" WEST, A DISTANCE OF 341.50 FEET; THENCE NORTH 43°23'02" WEST, A DISTANCE OF 2,172.87 FEET, THENCE NORTH 30°47'31" EAST, A DISTANCE OF 1,526.35 FEET; THENCE NORTH 45°31'15" EAST, A DISTANCE OF 902.38 FEET; THENCE NORTH 40°14'18" WEST, A DISTANCE OF 1,732.75 FEET; THENCE NORTH 06°10'40" WEST, A DISTANCE OF 189.68 FEET; THENCE NORTH 00°15'33" WEST, A DISTANCE OF 614.90 FEET; THENCE NORTH 88°32'16" EAST, A DISTANCE OF 257.93 FEET; THENCE NORTH 01°27'08" WEST, A DISTANCE OF 1,087.72 FEET TO A POINT ON THE SOUTH LINE OF STATE ROAD NO. 100; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE SOUTH 89°29'03" EAST A DISTANCE OF 959.81 FEET; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE SOUTH 00°30'57" WEST, A DISTANCE OF 210.00 FEET; THENCE SOUTH 89°29'03" EAST, A DISTANCE OF 210.00 FEET; THENCE SOUTH 00°30'57" WEST, A DISTANCE OF 389.92 FEET; THENCE SOUTH 89°28'38" EAST, A DISTANCE OF 822.42 FEET; THENCE SOUTH 00°06'48" EAST, A DISTANCE OF 1,704.61 FEET; THENCE NORTH 88°51'12"EAST, A DISTANCE OF 1,350.55 FEET; THENCE SOUTH 01°10'32" EAST, A DISTANCE OF 660.84 FEET; THENCE NORTH 88°37'17" EAST, A DISTANCE OF 158.75 FEET; THENCE SOUTH 18°14'40" EAST, A DISTANCE OF 330.09 FEET; THENCE NORTH 88°50'11" EAST, A DISTANCE OF 330.04 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY (STATE ROAD 201); THENCE ALONG SAID RIGHT OF WAY LINE SOUTH 18°15'00" EAST, A DISTANCE OF 1,788.60 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT: THE LAND CONTAINED IN THE QUIT CLAIM DEED TO EAST FLAGLER MOSQUITO CONTROL DISTRICT RECORDED IN OFFICIAL RECORDS BOOK 1620, PAGE 434, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING 0.89 ACRES, MORE OR LESS.

LESS AND EXCEPT: THE LAND CONTAINED IN THE SPECIAL WARRANTY DEED TO FLAGLER COUNTY RECORDED IN OFFICIAL RECORDS BOOK 1636, PAGE 1694, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING 81.32 ACRES, MORE OR LESS.

LESS AND EXCEPT: THE LAND CONTAINED IN THE SPECIAL WARRANTY DEED TO HIGHWAY 100 COMMERCIAL LLC RECORDED IN OFFICIAL RECORDS BOOK 1789, PAGE 750, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING 18.94 ACRES, MORE OR LESS.

LESS AND EXCEPT: TRACT PL-2 OF THE VACATED PLAT OF GARDENS AT HAMMOCK BEACH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 35, PAGES 80 THROUGH 100, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING A TOTAL OF 13.17 ACRES, MORE OR LESS.

SUMMERTOWN

PROPERTY OWNED BY HIGHWAY 100 COMMERCIAL, LLC

LEGAL DESCRIPTION
COMP PLAN AMENDMENT

A PORTION OF TRACT "FD2", GARDENS AT HAMMOCK BEACH, AS RECORDED IN MAP BOOK 35, PAGES 80 THROUGH 100 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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SUMMERTOWN

PROPERTY OWNED BY PALM COAST INTRACOASTAL, LLC

LEGAL DESCRIPTION

A PARCEL OF LAND IN THE SOUTH 1/2 OF SECTION 11, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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SUMMERTOWN

PROPERTY OWNED BY VERANDA BAY INVESTMENTS LLC

LEGAL DESCRIPTION

A PORTION OF LOTS 1, 3, 7, 8 AND 9, AND ALL OF LOTS 4, 10, 11 AND 12, BLOCK C, BUNNELL DEVELOPMENT COMPANY'S LAND AS RECORDED IN PLAT BOOK 1, PAGE 1, IN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, TOGETHER WITH A PORTION OF GOVERNMENT SECTION 14, 38, AND 39, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, SITUATED IN GOVERNMENT SECTIONS 11, 14, 38 AND 39, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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LESS AND EXCEPT: THE LAND CONTAINED IN THE QUIT CLAIM DEED TO EAST FLAGLER MOSQUITO CONTROL DISTRICT RECORDED IN OFFICIAL RECORDS BOOK 1620, PAGE 434, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING 0.89 ACRES, MORE OR LESS.

LESS AND EXCEPT: THE LAND CONTAINED IN THE SPECIAL WARRANTY DEED TO FLAGLER COUNTY RECORDED IN OFFICIAL RECORDS BOOK 1636, PAGE 1694, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING 81.32 ACRES, MORE OR LESS.

LESS AND EXCEPT: THE LAND CONTAINED IN THE SPECIAL WARRANTY DEED TO HIGHWAY 100 COMMERCIAL LLC RECORDED IN OFFICIAL RECORDS BOOK 1789, PAGE 750, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING 18.94 ACRES, MORE OR LESS.

LESS AND EXCEPT: TRACT PL-2 OF THE VACATED PLAT OF GARDENS AT HAMMOCK BEACH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 35, PAGES 80 THROUGH 100, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING A TOTAL OF 13.17 ACRES, MORE OR LESS.

EXHIBIT "B"

POD	OWNER	PROPERTY	ACREAGE
6	Palm Coast Intracoastal LLC	City of Flagler Beach - West Side (11-12-31-0650-000D0-0011)	31.58
p/o 4	Highway 100 Commercial LLC	13-12-31-2850-0FD20-0030	18.94
1, 2, 3, p/o 4, 5A, 5B and 7	Veranda Bay Investments LLC	West Side of John Anderson 13-12-31-0000-01010-0000	495.12

TOTAL ACREAGE 545.64

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

ORDINANCE NO. 2025-25

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING THE COMPREHENSIVE PLAN FUTURE LAND USE MAP DESIGNATION FOR APPROXIMATELY 544.97 ACRES OF CERTAIN REAL PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
    a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
    b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality
    c. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
    d. Section 553.73, Florida Statutes, relating to the Florida Building Code; or

[1] See Section 166.041(4)(c), Florida Statutes.

e. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

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

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

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

Serial Number
25-00356F

Observer
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Palm Coast Observer
Published Weekly
Palm Coast, Flagler County, Florida

COUNTY OF FLAGLER

STATE OF FLORIDA

Before the undersigned authority personally appeared Nancy Kay Raymond who on oath says that he/she is Publisher's Representative of the Palm Coast Observer a weekly newspaper published at Palm Coast, Flagler County, Florida; that the attached copy of advertisement,

being a Public Hearing

in the matter of Ordinance 2025-25, 2025-26

in the Court, was published in said newspaper by print in the

issues of 10/30/2025

Affiant further says that the Palm Coast Observer complies with all legal requirements for publication in chapter 50, Florida Statutes.

*This Notice was placed on the newspaper's website and floridapublicnotices.com on the same day the notice appeared in the newspaper.

N. Kay Raymond

Nancy Kay Raymond

Sworn to and subscribed, and personally appeared by physical presence before me,

30th day of October, 2025 A.D.

by Nancy Kay Raymond who is personally known to me.

Sara Hubert

Notary Public, State of Florida
(SEAL)

SARA HUBERT
NOTARY
My Comm. Expires
Sept. 7, 2026
HH 309909
PUBLIC
STATE OF FLORIDA

CITY OF FLAGLER BEACH NOTICE OF PUBLIC HEARING

The City Commission proposes to adopt Ordinance No. 2025-26 Entitled:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING THE OFFICIAL ZONING MAP DESIGNATION FOR APPROXIMATELY 545.54 ACRES OF CERTAIN REAL PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

The City Commission proposes to adopt Ordinance No. 2025-25 Entitled:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING THE COMPREHENSIVE PLAN FUTURE LAND USE MAP DESIGNATION FOR APPROXIMATELY 544.97 ACRES OF CERTAIN REAL PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Applications have been submitted to rezone this property from Planned Unit Development (PUD), Reserved (R), and Single Family Residential (R1) Zoning Districts to the Master Planned Development (MPD) Zoning District, and to amend the Future Land Use Map designation of the property from Agriculture, Conservation, and Mixed Use: High Intensity to Low Density Residential and Commercial. All lands are located as depicted in the Location Map provided below.

PUBLIC HEARINGS ARE SCHEDULED TO BE HELD AT CITY HALL, 105 S. 2ND STREET, FLAGLER BEACH, FLORIDA AS FOLLOWS:

PLANNING AND ARCHITECTURAL REVIEW BOARD TUESDAY, OCTOBER 7, 2025 AT 5:30 P.M.

1ST READING CITY COMMISSION THURSDAY, OCTOBER 9, 2025 AT 5:30 P.M. OR AS SOON THEREAFTER AS POSSIBLE.

2ND READING CITY COMMISSION THURSDAY, NOVEMBER 13, 2025 AT 5:30 P.M. OR AS SOON THEREAFTER AS POSSIBLE.

ALL INTERESTED PARTIES ARE INVITED TO ATTEND.

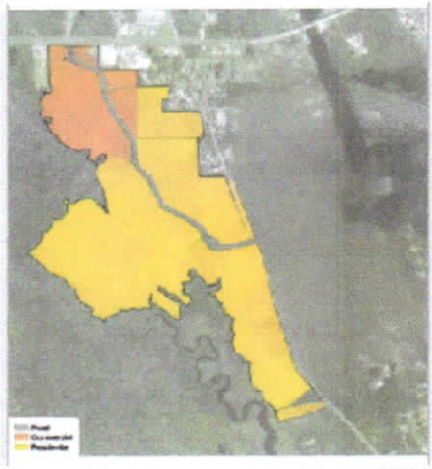
PLEASE DIRECT ANY QUESTIONS TO THE CITY OF FLAGLER BEACH AT (386-517-2000) EXT. 231

The public hearings may be continued to a future date or dates. The times and dates of any continuances of a public hearing shall be announced during the public hearing without any further published notice. The request will be heard at 5:30 PM, or as soon thereafter as possible, in the City Commission chambers located at 105 South Second Street, Flagler Beach, Florida.

If a person decides to appeal any decision made with respect to any matter considered at the above referenced hearings, he/she will need a record of the proceedings. For such purposes, it may be necessary 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 any of these proceedings should contact the City Clerk's Office at 386-517-2000 Ext. 233 at least 48 hours prior to the meeting. For further information about this request, please call the Planning and Building Department at (386) 517-2000 Ext. 231. The public may inspect information that is more detailed during office hours at the Planning and Building Department, 800 S. Daytona Ave.

Location Map



Oct. 30 25-00356F

Staff Report

City Commission Regular Meeting

November 13, 2025

To:	City Commission
From:	Lupita McClenning, Planner
Meeting Date:	November 13, 2025
Item Name:	Ordinance 2025-26. An Ordinance of the City Commission of the City of Flagler Beach, Florida, amending the Official Zoning Map designation for approximately 545.54 acres of certain real property; providing for severability; providing for conflicts; and providing for an effective date. (First Reading)

Background:

The Planning & Architectural Review Board will review the item at its October 7, 2025, meeting. The City Planner will provide a verbal report on their recommendations at the October 9, 2025, Commission meeting. The Applicant wishes to amend the official Zoning Map for 545+/- acres from currently zoned Planned Unit Development (Flagler County Designation), Reserved and Single Family Residential (City of Flagler Beach Designations) to Master Planned Development, City of Flagler Beach and create one single integrated mixed-use community.

Fiscal Impact:

Staff Recommendation:

Staff recommends the City Commission to approve the Master Planned Development Agreement (MPDA) for Summertown, finding the rezoning to be consistent with the purposes, goals, objectives, and policies of the City of Flagler Beach Comprehensive Plan; rezoning is compatible with the Land Development Regulations, is consistent with the uses and character of the surrounding land uses; that rezoning results in a logical, timely and orderly development pattern; is in compliance with SB 180 as the developer can propose to use the property under a set of self-imposed restrictions that are more stringent than the city's general zoning code and that the City can approve based on its determination restrictions are in the public's interest.

Attachments:

1. Ordinance 2025-26 Summertown MPDA Rezone Staff Report
2. Ordinance 2025-26 Summertown Rezone_MPD_FINAL DRAFT (1)
3. ST_Application for Rezoning EXECUTED
4. BIS 2025-26 ST

5. Summertown MPD Agreement redlined 12.11.24 vs 9.29.25 versions
6. Summer Town _City Commission_11132025 Developers presentation
7. 25-00356F Affidavit

To: Planning and Architectural Review Board

From: Lupita McClenning, City Planner

Applicant: Michael Chiumento

Property: 545 +/- acres located west of John Anderson and south of SR 100 Summertown

Request: Amend Official Zoning Map to Master Planned District (MPD) and Adopt Master Planned Development Agreement (MPDA) for Summertown.

Date: September 29, 2025

Applicant requests 545+/- acres currently zoned Planned Unit Development (Flagler County Designation), Reserved and Single Family Residential (City of Flagler Beach Designations) be amended on official zoning map as Master Planned Development, City of Flagler Beach.

Staff Recommendation

Staff recommends that the Planning and Architectural Review Board recommend the City Commission consider the following findings of fact and approve amending the official zoning map property from the Flagler County designation of Planned Unit Development and City of Flagler Beach designations of Reserved and Single Family Residential to Master Planned Development (MPD) and approve accompanying Master Planned Development Agreement (MPDA) for 545+/- acres of as:

1. The rezoning is consistent with the purposes, goals, objectives, and policies of the City of Flagler Beach Comprehensive Plan;
2. The rezoning is compatible with the Land Development Regulations, and generally consistent with the uses and character of the land surrounding and in the vicinity of the land proposed for rezoning;
3. The rezoning will result in a logical, timely and orderly development pattern;
4. The staff report has demonstrated sufficient justification that there are changed circumstances, which would require the rezoning request.

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APPLICANT REQUEST: AMEND 2005 FLAGLER COUNTY PLAN

Developer desires to amend the 2005 Flagler County Development Plan and submit a Master Planned Development Agreement (MPDA) that aligns, and in compliance with the City of Flagler Beach Comprehensive Plan, Ordinance 2024-06 Master Planned District (MPD) Zoning Ordinance, City's Land Development Code excluding LDR Code Sections for:

- Lot standards and dimensions, Master Planned District Planned Unit Development (PUD)
- Landscaping requirements for common areas, development standards for residential and commercial areas;

This staff report more describes the MPDA performance standards (not limited to density, intensity, setbacks, accessory structures, permitted uses, signage, and open space, site plan process, required improvements) as detailed in **Ordinance 2025-24 Master Planned Development** Agreement, 47-page document for Summertown.

The details recited in the development agreement are here forward transcribed into definitions, charts, tables, and performance standards for Summertown Planned Development.

SECTION 1 - RECITALS

Subject Property a single-integrated mixed-use community **residential, commercial, a hotel, and amenities.**

Developers/owners can apply to amend the zoning, aligned with MPD District and MPDA to Planning and Architectural Review Board (PARB) and to City Commission who will utilize the MDP and MPDA for its findings in considering and recommending zoning amendments.

Per FL Statute, acres less than <50 acres considered a small-scale amendment, + />50 acres a large-scale amendment and transmitted to DOE;

The Subject Property is designated as Low Density Residential and Commercial on the City's Future Land Use Map.

The request is in accordance with the Future Land Use Map designation of the subject property, and is compliant with applicable Objectives and Policies of the City of Flagler Beach Comprehensive Plan.

Developer desires to rezone Subject Property, subject to this Development Agreement.

The MPD Master Plan generally depicts the layout of the Project and delineates the approximate property boundaries, Project entrances, general location of Tracts and intended uses, all of which may be further refined in the future at the discretion of the Declarant.

The MPD Master Plan satisfies the requirements of the City's Comprehensive Plan, the LDR, and other City regulations, including but not limited to City Ordinance 2024-06 and can proceed directly to applications for preliminary plat or site plan approval.

This agreement does not affect the entitlements, rights, or responsibility of vested rights in 2005 Development Agreement for 110 acres of +/- 899 acres.

Once annexed and in the city proper, the city will manage land use and development for the **remaining +/- 756 acres combined acreage Veranda Bay Marina and Summertown.**

Timing and phasing; requirements of Comp Plan; LDR; and development deemed to be ongoing; notwithstanding in event development activities cease for period of ten (10) years Agreement shall expire unless otherwise mutually agreed to.

SECTION 2. OWNER AUTHORIZATION

SECTION 3. PROJECT AND MPDA SUMMERTOWN

Mixed-Use Development 545 Acres

(a) The Project

(b) Summertown is a mixed-use, development providing for commercial and significant open space, and is intended to provide shopping, office and other commerce and economic development opportunities. may also be developed into a mixed-use center where residential uses are integrated with the general commercial uses to further the concept of "work, shop and play.

- Summertown 16407 DU
  - 1.6 units per acre gross residential development
  - 3 units an acre per pod
- General Commercial
  - 840,000 SQFT Commercial
- Open Space
  - Minimum of forty percent (40%)

Project	545 ac.
Residential units (max.)	1,640 units (3.0 units/ac)
Commercial density (max.)	840,000 sq ft
Open Space -	>40%

Mixed Use adjacent to Intracoastal Waterway (ICW) intended to be developed into a commercial or private marina and may include:

- Ship store,
- Fueling station,
- Restaurants,
- Retails uses, and
- Commercial uses integrated with residential uses.

(c) Master Plan is conceptual and subject to change (location of internal sidewalks, stormwater ponds, and other improvements.) Parties agree such improvements include engineered site plans that locate improvements on each tract as developed and approved by the City.

SECTION 4 –MPD REVIEW AND APPROVAL PROCESS

(a) Master Plan generally depicts layout and delineates property boundaries, project entrances, tracts and intended uses,
(b) Development submittals to proceed with permitting to contain level of detail for Site Plan/Plat Site Plan.
(c) Should declarant obtain title to Public Lands 13-12-31-2850-OPL previously dedicated to the County, in good faith parties shall annex, amend land use and MPD consistent with 2025 MPDA.

Section 4. MPD Development Review Process

The MPD Master Plan generally depicts the layout of the Project and delineates the approximate property boundaries, project entrances, general location of tracts and intended uses, which may be further refined. MPD Master Plan satisfies the requirements of the City's Comprehensive Plan, the LDR, and other City regulations, including but not limited to City Ordinance 2024-06 and can proceed directly to applications for preliminary plat or site plan approval.

Including the **exception of PUD performance standards**, as outlined in Ordinance 2024-06, Master Planned District zoning category, the Summertown MPD aligns with the City's Land Development Regulations.

Tract	Type of Development	Projected Units		Projected Start of Development		Projected Completion	
1	Low Density Single-Family Residential (SFR) Units	300	units	**Q4**	**2026**	**Q2**	**2032**
2	Low Density Single-Family Residential (SFR) Units	240	units	**Q3**	**2026**	**Q2**	**2031**
3	Medium Density Residential - Multi Family	750	units	**Q1**	**2027**	**Q4**	**2043**
4	Town Center - Commercial/Retail/Office	800,000	sq. ft.	**Q4**	**2026**	**Q4**	**2044**
5A	Office / Retail / Commercial	40,000	sq. ft.	**Q4**	**2026**	**Q4**	**2028**
5B	High Density Residential/Hotel Site	250	units	**Q1**	**2030**	**Q3**	**2032**
6	Medium Density Apartments	350	units	**Q1**	**2030**	**Q4**	**2031**
7	Private Boat and RV Storage (for residents only)						

In the event development activities cease for a period of ten (10) years, the agreement expires unless agreed to by both parties.

SECTION 5. MODIFICATIONS TO DEVELOPMENT AGREEMENT AND MPD MASTER PLAN

Minor Modifications – are modifications to location of tracts, roadways, sidewalks/pathway systems and other improvements and deemed to be de minimis and approved administratively through designated Land Use Authority (LUA).

Minor modifications do not include:

(1) modifications to the maximum building height (35') nor
(2) changes to the maximum permitted residential units.

SECTION 6. PERMITTED USES

Residential Uses

- Single Family
- Townhome
- Duplex Condominium
- Multi-Family

Commercial Uses

- Personal and Professional Services
- Town Center Commercial/Retail
- Restaurants
- Farmers Markets
- Mixed Use
- Townhome/Duplex
- Multi-family
- Condominium
- Hotel
- Private Storage Boat/RV

Open Space forty Percent (40%)

- Preserved Lands
- Passive Recreation
- Conservation area
- Buffers and wetlands

SECTION 7. VEHICULAR/NON-VEHICULAR, PEDISTRIAN ACCESS AND INTERCONNECTIVITY

Master Plan integrates pedestrian, bicycle, and vehicular traffic circulation system within the project and adjacent Right-of-ways. All uses have access to roadways or shared driveways. The City shall be granted access at all times to the private roadway to ensure safety and compliance. Declarant to coordinate with Flagler County School District for school bus stop location.

SECTION 8. LAND DEVELOPMENT CODE AND PARTIAL NON-APPLICABILITY

Master Planned Development (MPD) Master Plan - conflict between terms of Development

Agreement and Master Plan, provisions of Development Agreement shall prevail. In event of inconsistency or conflict between terms of Development Agreement and Land Development Code, Development Agreement shall prevail. Where requirements are not contained in Development Agreement, the Land Development Code shall apply.

Excluding performance standards for the Summertown Master Planned District (MPD) zoning outlined in Master Plan and codified through the Development Agreement, the City's Land's Development Code in effect when annexed into the City proper, shall be applied. Subsequent changes.

SECTION 9. FACILTITY COMMITMENTS

Pg. 10 of 47 MPDA

(a) The city is not responsible for construction or creation of public facilities, or to facilitate the development within the project. The city warrants it has and shall maintain potable water and wastewater capacity for the Project. The declarant may at its sole discretion and without objection, construct private services or obtain services from other providers including adjacent municipalities.

(b) Private and Public Improvements – the declarant agrees to construct the following on-site improvements, at declarant's sole and exclusive expense, as a condition of the Development Agreement, and in addition to payment of all impact fees, unless otherwise provided:

(1) Private Improvements:

a. Parking areas
b. Utilities
c. Master stormwater system
d. Sidewalks
e. Lighting
f. Recreational facilities
g. Perimeter buffer
h. Landscaping
i. Trails /Hubs

The City has shown nexus between legitimate City interest, and the conditions imposed herein. Conditions imposed are proportional to the impacts the development has on the public, based on determination by studies that conditions are related in nature and to the extent of impacts from proposed project.

Disclosure: the declarant acknowledges impact fees in effect (pg. 10 of 47. Line 22). The City discloses the that Summertown and Summertown's impact are taken into consideration in the current Mobility Plan Assessment as required to implement a mobility impact fee. Additionally, the City discloses the upcoming Parking Plan Assessment, and hereby disclose it has yet to assess/study impacts and subsequently what the impact if any for a marina, dry, and wet slips.

iii. Nothing herein shall be deemed a prohibited exaction Section 70.45 Florida Statute, and declarant agrees he has not suffered any damages under that statute.

(c) Sidewalks and Pedestrian Paths: Internal, integrated system of sidewalks. Pedestrian maintain access to all uses, as reasonable and practical, and homeowners responsible for community 5' sidewalks, internal roadway system. Declarant provide stabilized pedestrian trails as permissible for purposes of providing recreational opportunities, connectivity, and open space.

(d) Stormwater system – the declarant shall be responsible for designing, permitting, constructing, and maintaining the means of conveyance of stormwater runoff within the Project, including not limited to all stormwater lines, ditches, culverts, and other stormwater facilities that are necessary to convey and treat stormwater runoff. Conceptual model included subject to final permitting including not limited to City's site plan/plat approval.

(e) Parks and Recreation: 1100 acres, boating ramp, active and passive recreation, plus declarant shall dedicate or cause to be conveyed to City a two (2) acre park site with direct access to John Anderson Highway, satisfies the City's Park and Recreation LOS.

(f) Community Development Districts: acknowledges that the Annexed Property is subject to Gardens at Hammock Beach CDD, initially established by Flagler County. The agrees it shall accept and acknowledge the powers granted to the CDD by law, and agree to execute all documents necessary or take action to transfer local government jurisdiction to the City, and agrees that in good faith will assist to amend the district's existing boundaries. DREW pg. 12 lines 10-17.

SECTION 10. DEVELOPMENT STANDARDS

Parking

a. Parking requirements for each Tract shall be consistent with the LDR, unless provided for elsewhere in the MPD Agreement. Aggregate number of parking spaces shall be satisfied (shared parking and facilities may serve more than one tract/use) including mixed uses with different operating times and peak hour parking. Multifamily development shall require 1.75 parking spaces/unit

Open Space

b. Open Space to be maintained by Community Development District or HOA. Open Space 40% of gross area, equivalent to 42 acres, of which 17% of the project dedicated to as conservation. Open Space to be maintained by Community Development District or HOA. Open Space Requirement met.

Water/Wastewater/Reuse

c. Declarant shall convey all on site water, wastewater, and reuse improvements. The City shall not charge fees to CDD or property owners for use of City reuse for common areas the later of 01/01/2036 or for ten years after the City provides reuse water to Project. The City shall not require declarant to pre-pay water and sewer impact, connection, or CIAC fees until City issues building permit.

Transportation

d. Transportation – Declarant obligated to comply with FDOT requirements for impacts to SR 100; and shall construct improvements as may be provided for impacts to John Anderson Highway at time deemed necessary; and shall be obligated for all costs of design, permitting, and construction of all traffic improvements identified in the Transportation Study.

Drainage

e. Drainage – Declarant shall construct and maintain stormwater management system that provides treatment and attenuation as required by SJRWMD (SJRWMD) and the LDR. Stormwater piping, swales, and ditches shall be designed to convey a five (5) year, twenty-four (24) hour storm event.

Stormwater detention facilities shall be designed to meet water quality and attenuation requirements of SJRWMD.

Landscaping, Tree, and Vegetation Protection

f. Landscaping, Tree and Vegetation Protection: Declarant shall record an encumbrance or easement on its property adjacent to John Anderson Highway ensuring the buffer along John Anderson Highway is 100' average width along the eastern side of the ROW. – See Buffers Map @mtg 09/18.
    a. Landscaping design shall comply with Exhibit D. No potable water shall be used for irrigation after sufficient stormwater or reclaimed water capacity becomes available.
    b. Efforts to preserve and enhance design through relation of building, parking, roadway, stormwater includes supplemental landscaping to blend and accentuate residential area, entrances, and other common spaces.
    c. General landscaping parking lots, roadways, entrances, residential, commercial, and other common areas to be landscaped.
        i. Native materials to be used most as possible.
        ii. Residential common areas – fifty percent (50%) total planted consist of native, drought-tolerant or waterwise.
        iii. Native or drought-tolerant include SMRWMD Waterwise Florida Landscapes, Florida Native Plant Society, Gardner's Guide to FL native plant (Osorio 2001) or comparable prepared by FL Dept of Ag, Florida Fish & Wildlife, FDEP. All ornamental beds and lawn will have supplemental irrigation.
        iv. Shall require three (3) shade trees SFR detached and commit to incorporate drought-tolerant vegetation, and investment in in reuse water distribution system, removal of trees and vegetation protection allowed to extent removal is necessary to provide for stormwater, utilities, recreational opportunities, building footprint, roadways, sidewalks, paths, and dying trees as noted by a licensed arborist may be removed and/or are exempt. All species of pine trees may be removed without mitigation or permit.
        v. During site plan and/or platting tracts, declarant shall provide the City a tree survey depicting location of viable specimen trees within tract with DMB 30" or greater. LIST OF DISTINCT TREES and add to DEFINITION page 16 line 8
        vi. Distinct Tree Mitigation Fee $25 per diameter inch of Distinct Tree Removed. Removal of any one (1) Distinct Tree shall not exceed $4000. page 16 line 18

John Anderson Highway Buffer

(g) Declarant shall record an encumbrance or easement on its property adjacent to John Anderson Highway ensuring buffer along John Anderson Highway is one-hundred foot (100') in average width along eastern side of right-of-way.

Lighting

(h) Future development phases, including pole mounted lighting shall be designed to minimize light pollution to off-site properties.

Fire Protection

(i) Fire Protection: Declarant previously donated to Flagler County a three (3) acre parcel of land for a fire station to serve the Project and residents along John Anderson Highway. Fire protection for the project will be met through a system of fire hydrants installed on the Project. Location of fire

hydrants shall be shown on all construction documents, technical site plans, and plats. The Project shall comply with the City's fire protection requirements and provide fire protections services in accordance with established local response times.

Utilities

(j) The declarant is responsible for any costs associated with extension of City utilities to the Subject Property that may be required to serve this project.

Interconnectivity

(k) Units within the Project shall be interconnected by roadways and sidewalks, as called for by the City's Comprehensive Plan.

The Project shall provide and maintain the minimum number of access drives onto John Anderson Highway.

Wetland Protection

(l) All wetlands within the MPD identified using the methodology outlined in Florida Administrative Code. Wetland delineations shall be conducted by a qualified Florida environmental professional The survey shall clearly delineate the wetland jurisdictional line and the required upland buffer boundary.

Signage

(m) Signs shall comply with the LDR, unless otherwise provided herein.

Neighborhood entrance shall have a maximum height of twelve (12) feet and a maximum signage area of one hundred (100) square feet.

Commercial Ground signs shall be permitted with a maximum signage area per sign of three hundred twenty (320) square feet and a maximum height of ten (10) feet.

Entrance features such as walls, architectural icons, water features, landforms, landscaping, or other effects that announce and signify arrival are permitted.

Temporary Facilities

(n) Temporary support facilities shall be permitted for a period of ten (10) years, at which time sales offices, model homes, development trailers and real estate offices shall be transitioned into a permanent use.

Model homes shall not be deemed commercial activities.

The City shall permit the construction of Model Homes during the development of phase /or tract.

Rental Program

(o) All or any portion of the Project's Tracts, (except Tract A-1 and Tract F) permitted for long-term, short-term, resort residential, or resort condominium rental programs or any third-party rental program operators approved by the Declarant.

Short-term vacation rentals shall be prohibited.

Marina

(p) The design, permitting and construction of the Marina located on Tract M shall be governed by permits issued by State and Federal agencies.

The development of the Marina shall:

(i) participate in the FDEP Clean Marina program, and

(ii) remain exempt from Chapter 22, Art IV of the City Code of Ordinances.

The Marina may, at Declarant's sole discretion, include wet and dry slips, transient or permanent slips, fueling facilities, pump out station, a boat ramp and any uses permitted as commercial use.

Dry slips shall be used solely for the maintenance and repair of boats and not for long-term storage.

City Planner comments: <u>The City discloses it has yet to assess/study impacts and accordingly what impacts if any subsequently from a marina, dry, and wet slips.</u>

Age Restriction

(q) Nothing in the Development Agreement shall prohibit any age restriction requirements or use permitted by Federal or State law.

Accessory Uses

(r) Typical residential accessory uses will be allowed, including but not limited to: decks, swimming pools, patios, air conditioning units, walkways, and sidewalks.

Accessory uses and structures will be allowed in accordance provided uses and structures are customarily incidental and clearly subordinate to the principal use.

Pools, covered pools, patios, outdoor fireplaces, decks, and gazebos, either attached or detached from the principal use structure, may be constructed up to a minimum of five (5) feet from the rear or side property boundary**.**

SECTION 11. PHASING OF DEVELOPMENT

Multiple Phases

The Declarant shall submit a Preliminary Plat or Site Plan for the relevant phase.

Each Tract of the Project will include infrastructure to support the proposed uses, including water and wastewater service, drainage, private roads, vehicular, and pedestrian access facilities.

All infrastructure necessary to support each phase that is constructed on the Subject Property shall be constructed concurrently with, or prior to construction of that phase of the Project, as approved by the City, and prior to the issuance of building permits for that phase.

Roadways

Roadways shall be constructed concurrently with development of adjacent lots.

Contiguous roadways will be available at all times prior to the issuance of building permits for that phase

Internal sidewalks shall be constructed adjacent to each residential lot at the time the home is constructed and prior to the Certificate of Occupancy**.**

Clearing/Grading

The City may issue permits for clearing, grading, and earthwork for portions of the Subject Property before approving final construction plans; however, permits required for land clearing, grading, and earthwork must be obtained.

SECTION 12. LOT AND BUILDING STANDARDS

Residential

Type	SF	Multi-family	Town House
Min. Distance Between Buildings*	10’	10’	10’
Min. Bldg. Setback to Water	20’	20’	20’
Max. Bldg. Height**	35’	35’	35’
Min. Front Bldg. Setback to Property Line	15’	15’	10’
Min. Bldg. Rear Yard Setback***	10’	10’	10’
Type	SF	Multi-family	Town House
Minimum Front Setback from Right of Way	20’	N/A	20’
Minimum Bldg. Side Street or Rear Yard Setback	10’	10’	10’
Min. Lot Size (SF)	4,000 sf	N/A	1,600 sf
Minimum Lot Width	40’	N/A	16’
Max. Impervious Surface Ratio****	70%	80%	80%**

* Shall be measured as the distance between walls of adjacent structures.

** In the event the City increases its max building height limitations, the Declarant may elect to increase its maximum building height to such new limit. Notwithstanding, residential structures presently under construction or constructed may exceed this height limitation.
***Except as provided in Section 10(q), above.

**** Impervious Surface Ratios shall be applicable to each Tract.

Commercial and Mixed-Use (residential above)

Min. Lot Width	60'*
Min. Lot Size	12,000 sf
Min. Bldg. Side Setback	0'
Min. Bldg. Street-Side Setback	10'
Min. Bldg. Front Setback	10'
Max. Bldg. Height**	35'
Min. Bldg. Rear Setback	10'
Minimum Bldg. Setback to MPD Property Line	20'
Max. Impervious Surface Ratio***	80%****

* If Town Houses are developed within a Commercial District, the dimensional standards for Town Houses shall control.

** In the event the City increases its max building height limitations, the Declarant may elect to increase its maximum building height to such new limit.

*** Impervious Surface Ratios shall be applicable to each Tract.

****Minimum open space shall be forty percent (40%) of the entire MPD gross area.

Architectural Style

All architectural standards and requirements shall be determined, approved, and enforced by the Developer.

Developer voluntarily electing to impose the City's existing *Commercial Architectural Design Standards* that are governed by the City's LDR, Section 2.04.02.

Flagler Beach design guidelines were based on existing land uses, zoning classifications, desired development characteristics and geographic locations.

To represent the distinct commercial district character of Flagler Beach and create a functional whole, commercial and mixed- use districts each will emulate the design guidelines to illustrate general principles that will assist to preserve and enhance the desired character. Per the LDR, Section. 2.02.04, the design guidelines are not be construed as prescriptive standards – they offer designers a flexible tool for quality and innovation.

Common elements are Streetscape Design, Sidewalks, Street Trees, Lighting, Signage, Street Furniture, Parking and Vehicular Circulation, Public Open Space, Service, Refuse, and Delivery Design, Landscaping, Architectural Style.

While the architectural requirements do not recommend a specific design theme, the recommended four (4) architectural styles a include:

- Florida Frame Vernacular,
- Key West Caribbean Style,
- Bungalow Style, and
- Classic Revival.

SECTION 13. PERMITS AND APPROVALS

~~The subdivision of property for any Tract shall not require platting and the Declarant may convey a Tract by metes and bounds and without platting~~.

The failure of the Development Agreement to address any specific State or Federal permit, condition, term, or restriction shall not relieve the Declarant of the requirement of complying with the law governing said permitting requirements, conditions, terms, or restrictions.

All required City, County, State, or Federal permits shall be obtained prior to commencement of construction

Development Agreement is not a Preliminary Plat approval, and the Declarant remains responsible for complying with all provisions of the LDR, unless provided elsewhere in this Development Agreement.

Open burning shall be prohibited during development and property owners shall be subject to the City's LDR.

SECTION 14. DEVELOPMENT FEES

The Declarant acknowledges and agrees that the City has enacted citywide impact fees and may in the future increase the amount of those fees.

The Declarant acknowledges that the Project shall be subject to all fees in effect at the time of permitting.

Declarant shall not be charged impact fees for the marina wet slips or dry slips. **City DISCLOSURE*

Conditions imposed are proportional to the impacts the development has on the public, based on determination by studies that conditions are related in nature and to the extent of impacts from proposed project.

Disclosure: the declarant acknowledges impact fees in effect (pg. 10 of 47. Line 22). <u>The City discloses the that Veranda Bay and Summertown's impact are taken into consideration in the current Mobility Plan Assessment as required to implement a mobility impact fee. Additionally, the City discloses the upcoming Parking Plan Assessment, and hereby disclose it has yet to assess/study impacts and subsequently what the impact if any for a marina, dry, and wet slips.</u>

<u>iii.</u> Nothing herein shall be deemed a prohibited exaction Section 70.45 Florida Statute, and declarant agrees he has not suffered any damages under that statute.

SECTION 15. LONG-TERM MAINTENANCE COMMON AREAS

The Declarant shall dedicate maintenance and control of common areas to:

(i) the existing community development district,

(ii) a property owners association or

(iii) other entity accepted by the LUA.

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

SECTION 17. NOTICES

SECTION 18. SEVERABILITY

SECTION 19. SUCCESSORS AND ASSIGNS.

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

SECTION 21. TERM/EFFECTIVE DATE.

SECTION 22. RECORDATION

SECTION 23. THIRD PARTY RIGHTS

SECTION 24. SPECIFIC PERFORMANCE / TIME IS OF THE ESSENCE

SECTION 25. ATTORNEYS' FEES

SECTION 26. FORCE MAJEURE

SECTION 27. INDEMNIFICATION

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

SECTION 29. CAPTIONS

SECTION 30. EXHIBITS

SECTION 31. INTERPRETATION

SECTION 32. FURTHER ASSURANCES

SECTION 33. COUNTERPARTS

SECTION 34. MODIFICATIONS, AMENDMENTS AND NON-WAIVER

SECTION 35. ENTIRE AGREEMENT AND EFFECT ON PRIOR AGREEMENTS

ORDINANCE 2025-26
SUMMERTOWN REZONING
APPLICATION NO. PZR25-0002

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING THE OFFICIAL ZONING MAP DESIGNATION FOR APPROXIMATELY 545.54 ACRES OF CERTAIN REAL PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Flagler Beach, as the governing body of the City, pursuant to the authority vested in Chapter 163 and Chapter 166, Florida Statutes and the City of Flagler Beach Land Development Regulations, is authorized and empowered to consider applications relating to zoning; and

WHEREAS, the City of Flagler Beach is in receipt of a request to amend the official zoning map for the property described herein; and

WHEREAS, the above described property is presently zoned Planned Unit Development (Flagler County Designation), Reserved and Single Family Residential (City of Flagler Beach Designations) and the request is to have the property rezoned as Master Planned Development; and

WHEREAS, the request is in accord with the Future Land Use Map designation of the subject property, and is complaint with all applicable Objectives and Policies of the City of Flagler Beach Comprehensive Plan; and

WHEREAS, the Planning and Architectural Review Board (PARB) has recommended the City Commission change the Official Zoning Map to reflect a new designation for the subject property as Master Planned Development; and

WHEREAS, the City Commission has considered the findings in the staff report and the following findings of fact:

1. The rezoning is consistent with the purposes, goals, objectives, and policies of the City of Flagler Beach Comprehensive Plan;
2. The rezoning is compatible with the Land Development Regulations, and generally consistent with the uses and character of the land surrounding and in the vicinity of the land proposed for rezoning;

3. The rezoning will result in a logical, timely and orderly development pattern;
4. The staff report has demonstrated sufficient justification that there are changed circumstances, which would require the rezoning request.

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AS FOLLOWS:

SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS. The above recitals (whereas clauses) are hereby adopted as the legislative and administrative findings of the City Commission of the City of Flagler Beach.

SECTION 2. OFFICIAL ZONING MAP AMENDED. The approximately 545.54 acre subject area generally located along the east and west of John Anderson Highway, and directly south of State Road 100 as legally described in Exhibit "A" and depicted in Exhibit "B", attached hereto, is hereby amended from the Flagler County designation of Planned Unit Development and City of Flagler Beach designations of Reserved and Single Family Residential to Master Planned Development (MPD).

SECTION 3. CONFLICTS. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. INCORPORATION OF DEVELOPMENT AGREEMENT. The Summertown Master Planned Development Agreement attached hereto as Exhibit "C" is incorporated into this Ordinance by reference as if fully set forth herein and development upon the property here rezoned shall be consistent with its terms..

SECTION 5. SEVERABILITY. If any section, subsection, sentence, clause, phrase or provision of this Ordinance is held to be unconstitutional or otherwise invalid by a court of competent jurisdiction, such unconstitutionality or invalidity shall not be construed as to render unconstitutional or invalid the remaining provisions of the Ordinance.

SECTION 6. EFFECTIVE DATE. This Ordinance shall become effective immediately upon the effective date of Ordinance No. 2025-_____, as adopted by the City Commission of the City of Flagler Beach, Florida. If Ordinance No. 2025-____ does not become effective, then this Ordinance shall become null and void.

APPROVED on First Reading the _____day of _____2025.

ADOPTED on Second Reading after due public notice and public hearing this _____day of _____, 2025.

ATTEST:

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

_____
CITY CLERK

_____
Patti King, Mayor

APPROVED AS TO FORM AND LEGALITY:

_____
DREW SMITH, CITY ATTORNEY

Serial Number
25-00352F

Observer
You. Your Neighbors. Your Neighborhood.
Palm CoastObserver.com

Palm Coast Observer
Published Weekly
Palm Coast, Flagler County, Florida

COUNTY OF FLAGLER

STATE OF FLORIDA

Before the undersigned authority personally appeared Nancy Kay Raymond who on oath says that he/she is Publisher's Representative of the Palm Coast Observer a weekly newspaper published at Palm Coast, Flagler County, Florida; that the attached copy of advertisement,

being a Public Hearing

in the matter of Ordinance 2025-25, 2025-26

in the Court, was published in said newspaper by print in the

issues of 9/25/2025

Affiant further says that the Palm Coast Observer complies with all legal requirements for publication in chapter 50, Florida Statutes.

*This Notice was placed on the newspaper's website and floridapublicnotices.com on the same day the notice appeared in the newspaper.

N. Kay Raymond

Nancy Kay Raymond

Sworn to and subscribed, and personally appeared by physical presence before me,

25th day of September, 2025 A.D.

by Nancy Kay Raymond who is personally known to me.

Sara Hubert

Notary Public, State of Florida
(SEAL)

SARA HUBERT
NOTARY
My Comm. Expires
Sept. 7, 2026
HH 309909
PUBLIC
STATE OF FLORIDA

CITY OF FLAGLER BEACH NOTICE OF PUBLIC HEARING

The City Commission proposes to adopt Ordinance No. 2025-25 Entitled:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING THE OFFICIAL ZONING MAP DESIGNATION FOR APPROXIMATELY 540.44 ACRES OF CERTAIN REAL PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

The City Commission proposes to adopt Ordinance No. 2025-26 Entitled:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING THE COMPREHENSIVE PLAN FUTURE LAND USE MAP DESIGNATION FOR APPROXIMATELY 544.97 ACRES OF CERTAIN REAL PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Applications have been submitted to rezone this property from Planned Unit Development (PUD), Reserved (R), and Single Family Residential (R1) Zoning Districts to the Master Planned Development (MPD) Zoning District, and to amend the Future Land Use Map designation of the property from Agriculture, Conservation, and Mixed Use: High Intensity to Low Density Residential and Commercial. All lands are located as depicted in the Location Map provided below.

PUBLIC HEARINGS ARE SCHEDULED TO BE HELD AT CITY HALL, 105 S. 2ND STREET, FLAGLER BEACH, FLORIDA, AS FOLLOWS:

PLANNING AND ARCHITECTURAL REVIEW BOARD TUESDAY, OCTOBER 7, 2025 AT 5:30 P.M.

1ST READING CITY COMMISSION THURSDAY, OCTOBER 9, 2025 AT 6:00 P.M. OR AS SOON THEREAFTER AS POSSIBLE.

2ND READING CITY COMMISSION THURSDAY, NOVEMBER 13, 2025 AT 6:00 P.M. OR AS SOON THEREAFTER AS POSSIBLE.

ALL INTERESTED PARTIES ARE INVITED TO ATTEND.

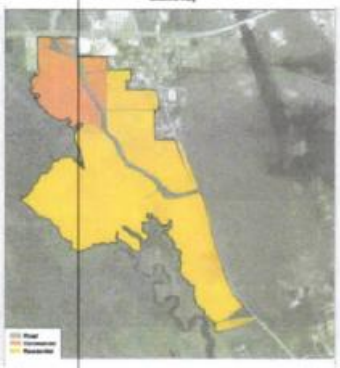
PLEASE DIRECT ANY QUESTIONS TO THE CITY OF FLAGLER BEACH AT (386-517-2000) EXT. 233.

The public hearings may be continued to a future date or dates. The times and dates of any continuances of a public hearing shall be announced during the public hearing without any further published notice. The request will be heard at 5:30 PM, or as soon thereafter as possible, in the City Commission chambers located at 105 South Second Street, Flagler Beach, Florida.

If a person decides to appeal any decision made with respect to any matter considered at the above referenced hearings, he/she will need a record of the proceedings. For such purpose, it may be necessary 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 any of these proceedings should contact the City Clerk's Office at 386-517-2000 Ext. 233 at least 48 hours prior to the meeting. For further information about this request, please call the Planning and Building Department at (386) 517-2000 Ext. 233. The public may inspect information that is more detailed during office hours at the Planning and Building Department, 800 S. Daytona Ave.

Location Map



Sep. 25 25-00352F

EXHIBIT “C"

Summertown

Master Planned Development Agreement

Michael D. Chiumento III, Esq.
Chiumento Law, PLLC.
145 City Place, Suite 301
Palm Coast, FL 32164

---------- [SPACE ABOVE THIS LINE FOR RECORDING DATA] ----------

SUMMER TOWN

MASTER PLANNED DEVELOPMENT AGREEMENT

THIS MASTER PLANNED DEVELOPMENT AGREEMENT, (this "Development Agreement") is made and executed this _____ day of _____, 2025 by and between the CITY OF FLAGLER BEACH, a Florida municipal corporation (the "City"), with an address at 105 S. Second St., Flagler Beach, Florida, 32136, and the master developer of the Subject Property, VERANDA BAY INVESTMENTS, LLC, 3129 Springbank Lane, Suite 201, Charlotte, NC, 28226 ("Veranda Bay" or "Declarant"), PALM COAST INTRACOASTAL, LLC, a Florida limited liability company with an address at 3129 Springbank Lane, Suite 201, Charlotte, NC 28226 ("PCI"), and HIGHWAY 100 COMMERCIAL, LLC ("HC 100") whose address is 800 North Highland Ave, Suite 200, Orlando, Florida 32803 (hereinafter collectively referred to as the "Owners")

RECITALS.

A. In 2005, Flagler County adopted Ordinance 2005 -22 recorded at O.R. Book 1429, Page 19, et seq., Public Records of Flagler County, Florida which rezoned and approved the negotiated PUD Development Agreement (the "2005 Development Agreement") for a mixed-use development affecting approximately 1,999 acres of land.

B. As negotiated in the 2005 Development Agreement, the owner conveyed approximately 1,100 acres of land designated as environmental lands to Flagler County for the purpose of public services, preservation, conservation, and public recreation for the benefit of citizens of Flagler County. In addition, the owner conveyed to the County two parcels of land for a public boat ramp and for public safety. These lands conveyed to the County are collectively called the "Public Land".

C. As negotiated in the 2005 Development Agreement, the remaining +/- 899 acres of land (the "2005 PUD Property") is permitted to be developed as a mixed-use development with a portion of it having been annexed into the City of Flagler Beach, Flagler County, Florida, on the Effective Date of this Agreement and subject to this Development Agreement.

D. The Declarant owns 495 acres of land (the "Declarant Lands") located west of John Anderson Highway as depicted on **Exhibit "A"** and specifically described as **Exhibit "A".**

E. The Declarant is the authorized agent for HC 100 which owns approximately 18.94 acres of land (the "HC 100 Lands") located west of John Anderson Highway along SR 100 as depicted on **Exhibit "A"** and specifically described as **Exhibit "A"**.

F. The Declarant is the authorized agent for PCI which owns +/- 31.5 acres of a land (the "PCI Lands") located west of John Anderson Highway along SR 100 as depicted on **Exhibit "A"** and specifically described as **Exhibit "A"**.

G. The Declarant Lands, the HC Lands, and the PCI Lands shall collectively hereinafter be referred to as the "Subject Property".

H. The Declarant desires to rezone the Subject Property, amend the present entitlements, and create one single integrated mixed-use community.

I. The Declarant has the sole authority to seek a rezoning of the Subject Property as

permitted by law.

J. The City's Comprehensive Plan shows the Subject Property, *infra*, designated as Low Density Residential and Commercial on its Future Land Use Map.

K. Based upon the finding of facts and conclusions of law, the City Commission determines that this Development Agreement is consistent with the City's Comprehensive Plan, the City's Land Development Regulations (2025) (the "LDR 2025"), and that the conditions, terms, restrictions, and requirements set forth herein are necessary for the protection of the public health, safety, and welfare of the citizens of the City.

L. The City Commission further finds that this Development Agreement is consistent with an exercise of the City's powers under the *Municipal Home Rule Powers Act*, Article VIII, Section 2(b) of the *Constitution of the State of Florida*, Chapter 166, *Florida Statutes*, the *City Charter*, other controlling laws, and the City's police powers.

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

N. The Parties, therefore, desire to rezone the Subject Property, making it subject to this Development Agreement.

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

SECTION 1. RECITALS.

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

SECTION 2. REPRESENTATIONS OF DECLARANT.

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

SECTION 3. THE PROJECT & MPD MASTER PLAN.

(a) The Declarant shall continue to develop the Subject Property as a mixed-use development generally consistent with the MPD Master Plan (**Exhibit "B")** hereinafter referred to as the "Project".

(b) This Project is a mixed-use, low-density development focused on providing significant Open Space, including preserved lands. The Project provides for low density residential development and commercial development along State Road 100 ("SR100"). The residential uses shall include multiple types of housing opportunities such as low-density residential development, medium-density multi-family uses, and high-density multi-family uses; none exceeding thirty-five (35') feet in height. Property designated as Commercial, generally located adjacent to SR100, is intended to provide shopping, office and other commerce and economic development opportunities for the Project's residents and the general public. However, this area may also be developed into a mixed-use center where residential uses are integrated with the general commercial uses to further the concept of "work, shop and play". The Project will preserve a minimum of forty percent (40%) of the Project as Open Space, which includes, but is not limited to, preserved lands subject to passive recreation, buffers and

wetlands. Recognizing that approximately 1,100 acres of land were previously dedicated to the County for (i) preservation, and (ii) public safety, the Parties agree that the Project benefits the entire Flagler County community, including the residents of the City of Flagler Beach. The Project's density and intensity are provided below.

Project	545 ac.
Residential units (max.)	1,640 units (3.0 units/ac)
Commercial density (max.)	840,000 sq ft
Open Space -	>40%

(c) The MPD Master Plan is conceptual in nature and subject to change as permitted by this Development Agreement. The locations of improvements are graphical in nature and will be located as the Project is designed, permitted and approved by the City. For example, the location of sidewalks, stormwater ponds, and other improvements noted on the MPD Master Plan are not required to be constructed in the exact locations as shown. The Parties agree that all such improvements will be engineered and located on each tract, or portion thereof, as developed and subsequently approved by the City.

SECTION 4. APPROVAL OF MPD DEVELOPMENT AGREEMENT, MPD MASTER PLAN APPROVAL, AND DEVELOPMENT REVIEW PROCESS.

The City Commission, at its regular meeting on _____, 2025 and pursuant to Ordinance 2025-___, adopted this Development Agreement affecting the Subject Property. This Development Agreement *supersedes* prior agreements to avoid conflicting obligations.

(a) The MPD Master Plan generally depicts the layout of the Project and delineates the approximate property boundaries, Spine Road (as defined below), Project entrances, general location of Tracts and intended uses, all of which may be further refined in the future at the discretion of the Declarant. Moreover, the MPD Master Plan satisfies the requirements of the City's Comprehensive Plan, the LDR 2025 and other City regulations, including but not limited to City Ordinance 2024-06 and can proceed directly to applications for preliminary plat or site plan approval.

(c) The Parties agree and acknowledge that, in the event, the Declarant obtains title to any portion of those Public Lands (13-12-31-2850-0FD20-0010 or 13-12-31-2850-0PL20-0000) previously dedicated to the County, the Parties shall in good faith annex such into the City, amend its land use designation and rezone the property in a manner that is consistent with adjacent lands owned by the Declarant or its assigns.

SECTION 5. MODIFICATIONS TO THE DEVELOPMENT AGREEMENT & MPD MASTER PLAN.

Modifications to the exact location of Tracts, roadways, primary sidewalk/pathway systems, and other improvements generally depicted on the MPD Master Plan are anticipated to change ("Minor Modifications") and shall be approved by the City Manager or its designee (the "Land Use Administrator" or "LUA") during review of construction documents, site plans, or Preliminary Plat for the Project or portions thereof, as long as the development standards contained in this Development Agreement are maintained. Moreover, the Land Use Administrator shall approve a Minor Modification in writing, without City Commission approval, for modifications to the Development Agreement, MPD Master Plan and any construction documents and Preliminary Plat for the Subject Property, provided that: (1) the

maximum building height and maximum number of residential units permitted are not exceeded; (2) the Project setbacks from adjacent properties, Bulow Creek or buffers along John Anderson Highway are not modified; or (3) the approved plans maintain the general development standards in this Development Agreement. The Declarant may challenge the LUA's denial of a Minor Modification and, in writing, request a hearing before the City Commission which will, in good faith, decide whether the change is deemed a Minor Modification. Only proposed changes that affect criteria (1) through (3) above shall require City Commission approval or be deemed to require a rezoning, as provided by *Florida Statutes*, Chapter 163, or the City's regulations. Otherwise, a Minor Modification or other change shall be deemed to be de minimis and shall be approved by the LUA as provided above.

SECTION 6. PERMITTED USES.

The Declarant agrees to fully comply with the following uses and restrictions on the Subject Property. The Declarant must develop the Project generally consistent with the MPD Master Plan with the following approved uses on each Tract (**Exhibit "C"**), as provided by the table below. The design standards for the permitted use on each Tract shall comply with design standards provided in Section 12.1, Lot Dimensional Standards, below:

TRACT	ZONING DISTRICT	APPROVED USES
1	Residential	SFR, Town House, Multi-family
2	Residential	SFR, Town House, Multi-family
3	Residential	SFR, Town House, Multi-family
4	Commercial	Mixed-Use, Commercial, Town House, Multi-family

5A & 5B	Commercial	Mixed-Use, Commercial, Town House, Multi-family
6	Residential	SFR, Town House, Multi-family
7	Residential	SFR, Amenity

(a) SFR: The purpose of the Single-Family Residential (SFR) uses is to provide areas for detached single-family dwellings and accessory use, including ancillary dwelling units permitted by State statutes and the Declarant. SFR uses adjacent to Bulow Creek shall be prohibited from constructing docks along Bulow Creek.

(b) Town House: This use permits two or more attached or shared wall single-family units. Town House may include fee simple or condominium ownership models. Town House units may be constructed with one car garages, so long as minimum parking standards are met. In addition, duplex homes under single ownership are permitted.

(c) Multi-family: The purpose of multi-family use is to provide areas for attached housing, and medium-density to high-density apartments or condominiums. These uses also allow for assisted living or nursing homes.

(d) Commercial: This use is to provide areas for general commercial and office uses to meet the community-wide demand for retail, services, business, and employment opportunities. Specific uses are provided by the City Ordinance 2024-06 with additional permitted uses being amphitheaters and farmers markets. Commercial uses may also include residential uses to establish mixed-use neighborhood nodes consistent with Section 16, below.

(e) Mixed-Use: This use supports economic development by providing a specific, defined location where multiple opportunities for working, shopping, entertainment, lodging,

and living are provided. Recognizing that Tracts may include both commercial and residential uses, the mixed-use allows for designs to integrate commercial and residential (attached or detached) uses to achieve this goal. For example, mixed-use allows for buildings to provide commercial uses on the first floor with residential above.

(f) Conservation: This use allows areas within the Project to generally remain in their natural vegetative state upon which development may proceed with restrictions. The use permitted to be developed in Conservation areas are restricted to: 1) open space parks, 2) recreation areas, 3) public facilities/utilities, and 4) uninhabitable structures. The Conservation use designation shall be permitted on any Tract despite not being designated in the table above.

SECTION 7. VEHICULAR/NON-VEHICULAR AND PEDESTRIAN ACCESS, AND INTERCONNECTIVITY.

(a) The MPD Master Plan integrates pedestrian, bicycle, and vehicular traffic circulation systems within the Project and within adjacent right-of-way(s). All uses shall have access to a roadway or shared driveway(s) and may, but are not required to, front on a dedicated road. The City, but not the general public, shall be granted access at all times to all private roadways to ensure that public safety is maintained.

(b) During the subsequent design and development stage of the Project, the Declarant shall coordinate with the Flagler County School District for a school bus stop location, if necessary.

(c) As depicted on the MPD Master Plan, the Spine Road (*defined below*) shall be a public right-of-way. The MPD Master Plan depicts various Tracts intended for development accessing the Spine Road, the final location of such is at the sole discretion of the Declarant.

The Spine Road shall be designed and constructed to also accommodate pedestrian traffic for the benefit of the general public, and as generally depicted on **Exhibit "D"**

SECTION 8. LAND DEVELOPMENT CODE PARTIAL NON-APPLICABILITY.

The development of the Project shall proceed in accordance with the terms of this Development Agreement. In the event of a conflict between the terms of this Development Agreement and the MPD Master Plan, the provisions of this Development Agreement shall prevail. In the event of an inconsistency or conflict between the terms of this Development Agreement and the LDR 2025, the terms and provisions of this Development Agreement shall prevail. Where specific requirements are not contained in this Development Agreement, the LDR 2025 shall apply to the extent that it does not conflict with the provisions of this Development Agreement or the general intent of the MPD Master Plan. Moreover, the Parties agree that the City's LDR (2025) shall be applied and any subsequent changes to such shall have no effect unless the Declarant elects, at its sole discretion, to comply with such change to the LDR 2025.

SECTION 9. FACILITY COMMITMENTS.

(a) Unless provided elsewhere in this Development Agreement or other agreement, the Declarant agrees that the City is not responsible for the construction or creation of public facilities or capacity to facilitate the development of the Subject Property. As a material inducement for entering into this Agreement, the City represents and warrants that it presently has and shall maintain potable water and wastewater capacity for the Project, each of which is estimated to be 576,000 gallons per day, and the failure to provide such shall be deemed a breach of this Agreement subject to damages. Therefore, the City shall reserve sufficient potable, wastewater, and reuse water capacity for the Project, and if such reservation cannot

be immediately satisfied by the City when requested by the Declarant, the Parties agree that the Declarant may, at its sole discretion and without objection from the City, construct private services or obtain such services from other providers including adjacent municipalities. The City discloses that Veranda Bay and Summertown's impact are taken into consideration in the current Mobility Plan Assessment as required to implement a mobility impact fee. Additionally, the City discloses the upcoming Park Plan Assessment and hereby disclose it has yet to assess/study impacts and subsequently what the impact if any for a marina, dry, and wet slips.

(b) Private & Public Improvements: The Declarant agrees to construct the following on-site improvements at the Declarant's sole and exclusive expense as a condition of this Development Agreement, and in addition to the payment of all impact fees relating to the development of the Subject Property, unless otherwise provided for herein:

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

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

iii. Nothing herein shall be deemed a prohibited exaction under *Florida Statutes*, Section 70.45, and Declarant agrees it has not suffered any damages under that statute.

(c) Sidewalks and Pedestrian Paths: The Declarant shall provide an internal integrated system of sidewalks to ensure that pedestrians maintain access to all uses. The

Declarant shall require homeowners to construct community sidewalks a minimum of five (5) feet wide on at least one side of the internal roadway system, as may be determined by the Declarant. In addition, the Declarant may provide stabilized pedestrian trails in other areas of the Project, as permitted by governmental permits for the purpose of providing recreational opportunities, connectivity and open space. Moreover, the Declarant shall construct an eight foot (8') multi-use trail along the Spine Road connecting SR100 to John Anderson Highway as generally depicted on the MPD Master Plan and **Exhibit "E".**

(d) Access: Ingress and egress to the Project shall be provided, constructed, and dedicated to the City as a public roadway between SR100 and John Anderson Highway, as generally depicted on the MPD Master Plan (the "Spine Road"). Prior to dedication, at the Declarant's sole discretion, Declarant (or its assigns) may reserve an easement over the Spine Road for purposes of signage, enhanced landscape maintenance, Tract access and construction. Moreover, the development of Tracts may be gated from the Spine Road and other public rights of way. The cost of design and construction of the Spine Road shall be eligible for transportation impact fee credits on a dollar-for-dollar basis.

(e) Spine Road Construction. If after the 150th home is completed within the Project, the construction of the Spine Road connection from State Road 100 to John Anderson Highway is not completed, no further building permits will be issued for new home construction within the Project until the Spine Road construction is complete.

(f) Stormwater System: The Declarant shall be responsible for designing, permitting, constructing, and maintaining the means of conveyance of stormwater runoff within the Project including, but not limited to, all stormwater lines, ditches, culverts, and other stormwater facilities that are necessary to convey and treat stormwater runoff (the "Stormwater

System"), as generally depicted on **Exhibit "F".** This is graphical in nature, subject to change and intended to only provide a conceptual model subject to final permitting including but not limited to the City's preliminary plat approvals.

(g) Parks And Recreation: Given (i) the prior conveyance of the Public Lands, including the public boating facility land to Flagler County, and (ii) the active and passive recreational obligations found herein, the Project satisfies the City's Comprehensive Plan and the City's recreational level of service. Notwithstanding, the Declarant shall provide one or more active recreational facilities for the benefit of the Project's residents. Declarant will cooperate with Flagler County to provide public park access to Bulow Creek in the southwest portion of the Project through the parcel currently owned by the County or an equivalent property. A maximum of three (3) community docks or community viewing platforms shall be permitted on Bulow Creek subject to state, federal and county approval.

In addition to the above, the Declarant shall dedicate and convey to the City a two (2) acre park site with direct access to the Spine Road and the multiuse trail constructed by the Declarant. The parties may mutually agree in writing to the Declarant's design, permitting and construction of improvements on the aforementioned park sites. In the event such agreement requires the Declarant to make improvements to the park sites, the Declarant shall be entitled to receive City park impact fee credits for the costs of such park improvements.

(h) Community Development Districts: The City agrees and acknowledges that the Subject Property is subject to the Gardens at Hammock Beach Community Development District, Flagler County, Florida ("District"), Chapter 190, *Florida Statutes*, which was initially established by Flagler County. The City agrees that it shall accept and acknowledge the powers granted to the District pursuant to State law. The City agrees to execute all

documents that may be necessary or take any action necessary to transfer the local government jurisdiction to the City, to the extent such may be necessary. In addition, the City agrees and acknowledges that it will, in good faith, assist the Declarant, at Declarant's sole discretion, to amend the District's existing boundaries by removing the Subject Property from the District. In addition, the City shall, at the request of the Declarant, assist the Declarant to establish an additional community development district governing that portion of the Subject Property which shall be permitted to finance, fund, plan, establish, acquire, construct, enlarge or extend, equip, operate and maintain projects, systems and facilities for the purposes described in Section 190.012, *Florida Statutes*, including but not limited to, any transportation improvements that may be required by this Development Agreement or other permit.

(i) Agriculture/Silviculture: The Subject Property has been and will continue to be used for silviculture purposes. Silviculture activities may continue to occur on the Subject Property until that portion of the Subject Property approved for development obtains all necessary permits and construction commences. All silviculture activities shall continue to comply with all Federal and State requirements. All silviculture activities shall comply with the State of Florida Division of Forestry Best Management Practices. The Subject Property shall therefore remain eligible for all agricultural exemptions as provided by law.

SECTION 10. DEVELOPMENT STANDARDS.

(a) Parking: Parking requirements for each Tract shall be consistent with the LDR 2025, unless provided for elsewhere in this MPD Agreement. The calculation of minimum parking space requirements for the development of any Tract or subsequently platted lot may include excess parking spaces from another Tract or lot, so long as the aggregate number of parking spaces required for both is satisfied. Additionally, the Declarant may have shared

parking facilities serving more than one use or Tract, only if the Declarant provides analysis from a traffic engineer that the different uses or mixed-uses will have different peak hour parking demands and sufficient parking will be provided as required by the LDR 2025. The calculation of minimum parking space requirements for the development of any Tract may be determined by the Declarant, subject to the recommendation of a duly licensed traffic engineer. Multi-family developments shall require 1.75 parking spaces/unit or more, as determined by the Declarant.

(b) Open Space: Minimum open space shall be forty percent (40%) of the Project. Tracts may be developed with less open space, so long as the aforementioned requirement for the Project is maintained. Open space is defined by Ordinance 2024-06 and the flexibility defined therein shall be approved by the Land Use Administrator. Open space shall be maintained by either the Community Development District, a property owners association, a mutually agreeable conservation easement, or other method satisfactory to the Declarant. Based on the obligations of this Development Agreement and the prior conveyance of the Public Lands, the City's open space requirements provided in its Comprehensive Plan, LDR 2025 and other regulations is satisfied.

(c) Water/Wastewater/Reuse: The Declarant shall convey all on site water, waste water and reuse improvements being served by the City to the City, pursuant to the City's standard utility agreement. The City shall not charge fees to a community development district or a property owners association for the use of City reuse water for common areas until the later of (i) January 1, 2034 or (ii) for ten (10) years after the City provides reuse water to the Project. Moreover, the City shall not require the Declarant to prepay water and sewer "impact", "connection" or "CIAC" fees until the City issues a building permit for a residential or non-residential structure.

(d) Transportation: The Parties accept the traffic study performed by Chindalur Traffic Solutions, Inc. (the "Transportation Study"), including its conclusions which are incorporated herein by reference. Notwithstanding, the Declarant shall be obligated to comply with Florida Department of Transportation requirements for its impacts to SR100. As for impacts to John Anderson Highway, the Declarant shall construct improvements as may be provided in the Transportation Study ("Traffic Improvements") at such time as deemed necessary in the Transportation Study. The Declarant shall be obligated for all the cost of design, permitting and construction of all required Traffic Improvements identified in the Transportation Study. The Project shall be deemed vested and no additional off site transportation improvements shall be required to be constructed by the Declarant.

(e) Drainage: The Declarant shall construct and maintain a stormwater management system that provides treatment and attenuation as required by St. Johns River Water Management District (SJRWMD) and the LDR 2025. Stormwater piping, swales and ditches shall be designed to convey a five (5) year, twenty-four (24) hour storm event. Stormwater detention facilities shall be designed to meet the water quality and attenuation requirements of SJRWMD. Any impact to a flood zone shall be solely regulated by SJRWMD, FEMA or other applicable State and Federal agencies. Permits issued by these agencies shall be determined to ensure that the proposed impact satisfies any and all City requirements, including but not limited to the City's Comprehensive Plan. As provided in the Pre-Annexation Agreement and upon request, the City shall timely cooperate with Declarant to obtain a CLOMR(s) or LOMAR(s) as issued by FEMA. In addition, the Declarant shall adopt and require construction standards for residential homes to have a finished floor elevation at or above the FEMA 100 yr flood plain elevation.

(f) Landscaping, Tree and Vegetation Protection: Landscaping requirements adjacent to SR100 and John Anderson Highway shall be subject to this Development Agreement and the LDR (2025). All other landscaping design and requirements shall comply with those standards provided in **Exhibit "G** which may be amended from time to time. No potable water shall be used for irrigation after sufficient stormwater or reclaimed water capacity becomes available for the entire Project. Efforts to preserve and enhance the Project's design will be achieved, by the Declarant, through adjustments of building, parking, roadway and stormwater locations and through supplemental landscaping that will blend with the natural look yet carefully accentuate the residential areas, entrances, and other common spaces. General landscaping around parking lots, roadways, entrances, residential and commercial buildings, and other common areas will be landscaped with ornamental and native plant materials when possible. Within residential common areas, fifty percent (50%) of the total planted vegetation, by aerial extent, shall consist of native, drought-tolerant or waterwise vegetation. Native or drought-tolerant plants include those in the SJRWMD's Waterwise Florida Landscapes, the Florida Native Plant Society's list of native landscape plants for Flagler County, A Gardener's Guide to Florida's Native Plants (Osorio 2001), or comparable guidelines prepared by the Florida Department of Agriculture and Consumer Services, SJRWMD, Florida Fish and Wildlife Conservation Commission or Florida Department of Environmental Protection. All ornamental landscape beds and lawn areas will have supplemental irrigation. Flexibility of the MPD Master Plan shall allow for further refinement of site development, and landscaping.

The Declarant shall require (i) three (3) shade trees for each single-family detached lot and (ii) a shade tree every eighty (80) feet along each side of the Spine Road. Tree

and vegetation protection, removal, conservation, and mitigation requirements shall be governed by this Development Agreement. In consideration of (i) the approximately 1,100 acres previously conveyed to the County, (ii) the forty percent (40%) minimum open space required for the Project as provided in Section 10(b) above, (iii) the Declarant's significant commitment herein to extensive landscaping along the Spine Road, (iv) the Declarant's commitment herein to require three (3) shade trees for each single-family detached lot, (v) the Declarant's commitment herein to incorporate drought-tolerant vegetation and (vi) the Declarant's commitment to a significant investment in a reuse water distribution system, the removal of trees and vegetation shall be allowed to the extent the removal of such is necessary as solely determined by the Declarant, to provide infrastructure, stormwater, utilities, recreational opportunities or finished lots. Mitigation for tree and vegetation removal shall be required, as provided in the paragraph below.

During the platting process, the Declarant shall provide the City a tree survey depicting the location of viable specimen trees within the tract being platted as defined by the City's LDR 2025 (excluding pine and palm trees) with diameters of thirty inches (30") or greater ("Distinct Trees"). The Declarant shall make efforts to protect Distinct Trees as part of its design and development of parcels. If the Declarant or its assigns determines that it is necessary to remove Distinct Trees, the removal shall be allowed and the Declarant shall mitigate said tree removal by paying to the City a fee (the "Distinct Tree Mitigation Fee"). The Distinct Tree Mitigation Fee shall be calculated as twenty-five dollars ($25.00) per diameter inch of Distinct Trees removed. The Distinct Tree Mitigation Fee shall be due and payable within sixty (60) days after Final Plat approval. Notwithstanding the above, the cost to mitigate the removal of any one Distinct Tree as provided in this section shall not exceed $4,000.00. Diseased or dying trees, as

certified by a licensed arborist, may be removed by the Declarant and shall be exempt from mitigation as provided in this section.

All other trees and vegetation, including but not limited to all species of pine trees and palm trees, may be removed without mitigation or permit.

A Community Development District, Property Owners Association or Home Owners Association shall be permitted to use temporary wells and stormwater for the Project's irrigation until sufficient reuse capacity is available for the entire Project, subject only to permits issued by the state or federal agencies. Notwithstanding the foregoing, private wells shall be prohibited on individual single-family lots.

(g) John Anderson Buffer. The Developer shall provide a 25-foot minimum and 50-foot average buffer along the limits of the Project boundary that coincides with the western side of John Anderson Highway right of way.

(h) Lighting: All lighting, including but not limited to all pole mounted lighting, shall be designed to minimize light pollution to off-site properties and to comply with the LDR 2025, unless otherwise agreed to by the LUA. In addition, development within one hundred feet (100') from Bulow Creek shall use low level lighting shielded from view to minimize its impact to the natural environment.

(i) Fire Protection: The Declarant previously donated to Flagler County a three (3) acre parcel of land for a fire station to serve the Project and the residents along John Anderson Highway. Fire protection requirements for the Project will be met through a system of fire hydrants installed on the Project by the Declarant in accordance with City standards. The locations of fire hydrants shall be shown on all construction documents, technical site plans, or preliminary plats. The Project shall comply with the City's fire protection requirements. The

City will provide fire protection services to the Project in accordance with established local response agreements.

(j) Utilities: The Declarant shall be responsible for any costs associated with the extension of City utilities to the Subject Property that may be required to serve this Project. Notwithstanding, all City utilities, including water and sewer, constructed in or adjacent to the Spine Road shall be eligible to receive connection fee credits on a dollar-for-dollar basis.

(k) Interconnectivity and Access: All units within the Project maybe interconnected by roadways and sidewalks, as called for by the City's Comprehensive Plan. The Project shall provide and maintain the minimum number of access drives onto John Anderson Highway, as generally depicted on the MPD Master Plan.

(l) Wetland Protection and Management:

(i) Purpose and Intent

The purpose of this section is to provide protection, maintenance, enhancement, and sustainable utilization of wetlands and associated upland buffers within the Project in a manner that reasonably aligns with the City's Comprehensive Plan, state regulatory standards, and best environmental practices. This approach balances ecological sustainability with efficient land development, promoting no net loss of wetland functions while allowing for practical site design. Wetlands may be preserved to support wildlife habitat, water quality, flood control, and aesthetic values, consistent with oversight from agencies such as the SJRWMD and FDEP.

(ii) Wetland Identification and Survey

All wetlands within the MPD shall be identified using the methodology outlined in the Florida Administrative Code. Wetlands may include forested swamps, sloughs, freshwater and tidal marshes, wet prairies, saltwater marshes, and areas adjacent to the Intracoastal

Waterway. Roadside ditches, conveyance swales, utility-related drainage features, and stormwater management systems are exempt from these regulations.

Wetland delineations shall be conducted by a qualified Florida environmental professional, and boundaries shall be surveyed by a Florida registered land surveyor, including topographical data. The survey shall clearly delineate the wetland jurisdictional line and the required upland buffer boundary. This information shall be incorporated into all subdivision plats, and development applications submitted for approval.

(iii) Allowed Activities and Development in Wetlands and Buffers

To facilitate reasonable development while preserving wetland integrity, the following activities are permitted within wetlands and required upland buffers, provided they do not result in adverse impacts to wetland functions:

- Authorized wetland restoration, enhancement, monitoring, or mitigation activities with approved permits from FDEP, SJRWMD, or the U.S. Army Corps of Engineers (ACOE).
- Elevated walkways, paths, nature trails, hiking trails, or walking paths not exceeding six (6) feet in width, constructed of wood, environmentally friendly materials, natural materials, or open grid systems.
- Minor drainage structures such as swales or outfall pipes.
- Pruning or planting of suitable native vegetation, including removal of exotic and nuisance plant species (as defined by the Florida Exotic Pest Plant Council Invasive Plant List).
- Manual clearing with hand tools of vegetation on single parcels, maintaining ecological functions like wildlife habitat and nutrient filtration.

- Bona fide agricultural, fire control, silviculture, and mosquito control activities following best management practices from relevant state agencies.
- Utility facilities, including crossings, easements, or rights-of-way for service provision.
- Custodial maintenance of stormwater management systems.
- Driveway installations for single-family units in existing subdivisions where wetland crossings are the only access point, maintaining hydrologic connections and using best management practices.
- Activities qualifying for de minimis alterations under state general permits or Florida Statutes.
- Wetland impacts for access to permissible uses or linear projects, following an approved alternatives analysis for avoidance and minimization, including Florida Department of Transportation projects.

All allowed activities must comply with applicable landscaping and tree protection as provided for in this Agreement.

(iv) Measures to Avoid or Minimize Wetland Impacts

Development within the Subject Property shall prioritize avoidance and minimization of wetland impacts through practicable design modifications. Modifications shall not require fundamental changes to project type or function, nor shall they include economically unviable or technically infeasible options that endanger public safety. Stormwater management systems must not cause net adverse impacts on wetland or surface water functions unless offset by appropriate mitigation per state requirements.

(v) Wetland Impact Review and Mitigation

Wetland impacts shall be categorized based on quality assessments and require the following analysis and mitigation:

Wetland Category	Description	Requirements
Optimal Wetlands	Named systems associated with surface waters or quality score 0.71 - 1.0	Wetland impact analysis; alternatives analysis; assurance of no net loss of functions; mitigation preferably within City boundaries or same hydrologic basin per SJRWMD / FAC; copies of federal/state permits.
Moderate Wetlands	Quality Score 0.41 – 0.70	Wetland impact analysis; alternatives analysis; mitigation in same hydrologic basin; copies of federal/state permits.
Minimal Wetlands	Quality Score 0.0 – 0.40	Wetland impact analysis; mitigation in same hydrologic basin; copies of federal/state permits.

Mitigation shall occur in accordance with Section 373.4135, *Florida Statutes*, allowing use of mitigation banks or off-site regional options outside City jurisdiction if necessary. Impacts to optimal wetlands shall achieve no net loss of functions. All impacts shall be governed by SJRWMD or FDEP permits, which serve as evidence of compliance.

(vi) Wetland Buffers

A natural upland buffer shall be provided adjacent to all wetlands, including saltwater marshes and the Intracoastal Waterway, to protect ecological functions. The buffer shall average no less than twenty-five (25) feet in width across the site, with a minimum width of fifteen (15) feet in constrained areas, unless otherwise permitted by FDEP, SJRWMD or

ACOE, provided the overall average meets or exceeds twenty-five (25) feet. This averaging allows for flexible site planning while maintaining equivalent protection.

Buffers shall not be created by filling jurisdictional wetlands unless allowed by SJRWMD permit and appropriate mitigation. Existing vegetation within buffers shall be preserved or revegetated with native species if disturbed. Allowed activities within buffers are outlined in Sections 10(l) (iii) and (iv) above.

(m) Bulow Creek Buffer. The Developer shall provide a 25-foot minimum and 75-foot average buffer along the limits of the Project boundary that coincides with Bulow Creek. The Declarant shall also provide a natural buffer no less than one hundred (100) feet from the edge of the Bulow Creek riverbank. Notwithstanding the foregoing, the minimum setback shall be 75-feet in those areas as generally depicted in **Exhibit "H"**. The Declarant shall in good faith evaluate opportunities for Flagler County to purchase from the Declarant Environmentally Sensitive Lands as defined by state statute and local ordinance. In no way shall the Declarant be obligated to sell or convey any portion of the Property to the County or any third party as contemplated by the aforementioned sentence.

(n) Signage: Signs shall comply with the LDR 2025, unless otherwise provided herein. The design and intent of signage is to ensure adequate means of communication through signage while maintaining the attractive visual appearance within the Project. Signage shall meet the following requirements:

(i) Gateway Signage and Entrance Features. Signage located at the primary entrances to the Project (SR100 and John Anderson Highway) shall have a maximum height of twenty (20) feet with a maximum signage area of one hundred sixty (160) square feet. A maximum of two (2) gateway signs shall be permitted for any primary entrance. An entrance

structure may be designed in conjunction with the entrance signage, or it may occur separately. However, the main entrance to the Project located at the intersection of John Anderson and Spine Road may have an entrance structure exceeding twenty (20) feet, but no taller than thirty-five (35) feet.

(ii) Thoroughfare Neighborhood Entrance Signs. Signage located along any internal road or at any neighborhood entrance shall have a maximum height of twelve (12) feet and a maximum signage area of one hundred (100) square feet. Any entrance feature shall have a maximum height of twenty (20) feet. However, the main entrance to Project located at the intersection of John Anderson and Spine Road may have an entrance structure exceeding twenty (20) feet, but no taller than thirty-five (35) feet.

(iii) Commercial Signage. Ground signs shall be permitted for the commercial area of the Project with a maximum signage area per sign of three hundred twenty (320) square feet and a maximum height of twenty (20) feet. Additional commercial signage and wall signage shall be permitted, including signage at the Marina and Intracoastal Waterway.

(iv) Signage Area. Signage area shall be calculated using the actual text and, if applicable, logo graphics area only. Walls or architectural effects shall not count toward the signage area square feet restriction, but shall meet the height restrictions set forth above.

(v) Entrance Features. Walls, architectural icons, water features, landforms, landscaping, or other effects which announce and signify arrival are permitted for the signage on the Subject Property. Where a sign is incorporated in an entrance feature, the sign height shall be measured from the bottom to the top of the sign copy area.

(vi) Ground signage provided for in this section shall be permitted to be constructed in the public right of way.

(o) Temporary Facilities/Model Homes: Temporary support facilities shall be permitted for a period of ten (10) years, at which time sales offices, model homes, development trailers and real estate offices shall be transitioned into a permanent use within the Project. This time period may be extended for successive periods of three (3) years by the LUA. Temporary support facility approval and extension shall be processed by the LUA. The initial application for temporary support facilities will be reviewed and approved by City Staff. Following City Staff approval, a building permit application will be submitted to the City Building Department for review and approval. Residential units may be used as model homes and sales centers (collectively, "Model Homes"). Up to five Model Homes can be constructed, occupied, and operated as sales centers for each Tract of the Project. Sales and leasing activities shall be limited to properties located within the Project. Construction and Certificates of Occupancies shall be issued consistent with the City and State rules, regulations, and codes for residential structures. Model homes shall not be deemed commercial activities. The City shall permit the construction of Model Homes during the development of a Tract so long as a stabilized subbase of an adjacent roadway is available.

(p) Rental Program: Except for parcels developed as detached single family residential, Developer reserves the right to place all or any portion of the Project's units, in long term, short term, resort residential, or resort condominium rental programs operated by Declarant, its affiliates or any third-party rental program operators approved by the Declarant.

(q) Age Restrictions: Nothing in the Development Agreement shall prohibit any age restriction requirements or use permitted by Federal or State law.

(r) Accessory Uses: Typical residential accessory uses will be allowed, including but not limited to: decks, swimming pools, patios, air conditioning units, walkways and sidewalks. Accessory uses and structures will be allowed in accordance with this Development Agreement, provided such uses and structures are of a nature customarily incidental and clearly subordinate to the permitted or principal use of a structure. Accessory uses or structures contained within or

attached to the building containing the principal use shall be considered a part of the principal building and not an accessory building and shall meet the same requirements for setbacks as the main use structure. However, pools, covered pools, patios, outdoor fireplaces, decks, and gazebos, either attached or detached from the principal use structure, may be constructed up to a minimum of five (5) feet from the rear or side property boundary. In no case shall the water's edge of a swimming pool be located closer than five (5) feet from the side and rear property line. Air conditioning and heating units, pool mechanical equipment, utility meters and other mechanical or utility service features may be located in any required side or rear yard up to a minimum two (2) foot setback to the property line. No accessory structure, excluding yard ornaments, shall be located within the required front yard.

SECTION 11. PHASING OF DEVELOPMENT.

(a) The Project may be developed in multiple phases. Prior to the issuance of any permit for any phase of the Project (and prior to any construction of any improvement, building, or structure on the Subject Property), the Declarant shall submit a Preliminary Plat or Site Plan for the relevant phase. Each Tract of the Project will include infrastructure to support the proposed uses, including water and wastewater service, drainage, private roads, vehicular, and pedestrian access facilities. All infrastructure necessary to support each phase that is constructed on the Subject Property shall be constructed concurrently with, or prior to construction of that phase of the Project, as approved by the City, and prior to the issuance of building permits for that phase. Adequate emergency vehicle access and turnarounds shall be provided at all times.

(b) Roadways shall be constructed concurrently with development of adjacent lots to ensure that contiguous roadways are available at all times prior to the issuance of any

building permits for that phase. To avoid unnecessary construction and repair costs, internal sidewalks shall be constructed adjacent to each residential lot at the time the home is constructed and prior to the Certificate of Occupancy, and each home's building permit shall be conditioned on this requirement. Model Homes shall be exempt from this standard until no longer being used as such at which time the owner shall construct the required sidewalk.

(c) The City may issue permits for clearing, grading and earthwork for portions of the Subject Property before approving final construction plans, however, all Federal and State permits required for land clearing, grading and earthwork shall be obtained.

(d) The Project will be developed in multiple phases. The tracts identified on **Exhibit "B_"** may be transferred by metes and bounds without platting. However, no infrastructure improvements, except for stormwater, utilities or fill, may be made on any tract until the City issues a preliminary plat development order for the development of that tract or portion thereof.

SECTION 12. LOT AND BUILDING STANDARDS.

(a) Lot Dimensional Standards: Dimensional standards for each use shall comply with the LDR 2025 except as follows:

Type	SF	Multi-family	Town House
Min. Distance Between Buildings*	**10'**	**10'**	**10'**
Min. Bldg. Setback to Water	**20'**	**20'**	**20'**
Max. Bldg. Height**	**35'**	**35'**	**35'**
Min. Front Bldg. Setback to Property Line	**15'**	**15'**	**10'**
Min. Bldg. Rear Yard Setback***	**10'**	**10'**	**10'**
Type	**SF**	**Multi-family**	**Town House**
Minimum Front Setback from Right of Way	**20'**	**N/A**	**20'**

Minimum Bldg. Side Street or Rear Yard Setback	**10'**	**10'**	**10'**
Min. Lot Size (SF)	**4,000 sf**	**N/A**	**1,600 sf**
Minimum Lot Width	**40'**	**N/A**	**16'**
Max. Impervious Surface Ratio****	**70%**	**80%**	**80%****

* Shall be measured as the distance between walls of adjacent structures.
** In the event the City increases its max building height limitations, the Declarant may elect to increase its maximum building height to such new limit. Notwithstanding, residential structures presently under construction or constructed may exceed this height limitation.
***Except as provided in Section 10(q), above.
**** Impervious Surface Ratios shall be applicable to each Tract.

Commercial or Mixed-Use with Residential Above Commercial Site Development Requirements

Min. Lot Width	**60'***
Min. Lot Size	**12,000 sf**
Min. Bldg. Side Setback	**0'**
Min. Bldg. Street-Side Setback	**10'**
Min. Bldg. Front Setback	**10'**
Max. Bldg. Height**	**35'**
Min. Bldg. Rear Setback	**10'**
Minimum Bldg. Setback to MPD Property Line	**20'**
Max. Impervious Surface Ratio***	**80%******

* If Town Houses are developed within a Commercial District, the dimensional standards for Town Houses shall control.

** In the event the City increases its max building height limitations, the Declarant may elect to increase its maximum building height to such new limit.

*** Impervious Surface Ratios shall be applicable to each Tract.

****Minimum open space shall be forty percent (40%) of the entire MPD gross area.

(b) Mixed-Use Dimensional Standards: If a mixed-use is being developed for both residential and commercial uses on the same Lot then the dimensional standards for the dominant use shall be utilized (residential or commercial uses having the most building gross floor area), unless commercial uses are on the first floor and the residential uses are on above

floor(s), then the standards in the above table shall be used. Any conflict in dimensional or design standards for a mixed-use development may be resolved by the Land Use Administrator.

(c) Architecture: All architectural standards and requirements shall be determined, approved and enforced by the Declarant. Notwithstanding, commercial architectural requirements shall be governed by the City's LDR 2025.

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

(a) The failure of the Development Agreement to address any specific State or Federal permit, condition, term, or restriction shall not relieve the Declarant of the requirement of complying with the law governing said permitting requirements, conditions, terms, or restrictions.

(b) All required City, County, State, or Federal permits shall be obtained prior to commencement of construction. This Development Agreement is not a Preliminary Plat approval, and the Declarant remains responsible for complying with all provisions of the LDR 2025, unless provided elsewhere in this Development Agreement. The subdivision of the Subject Property to provide for any Tract shall not require platting as required by Chapter 177, *Florida Statutes*, and therefore the Declarant may convey a Tract by metes and bounds and without platting.

(c) Open burning shall be prohibited during development and property owners shall be subject to the City's LDR 2025.

SECTION 14. DEVELOPMENT FEES.

The Declarant acknowledges and agrees that the City has enacted citywide impact fees,

and may in the future increase the amount of those fees. The Declarant acknowledges that the Project shall be subject to all fees in effect at the time of permitting.

SECTION 15. COMMON AREAS AND MAINTENANCE.

To ensure the long-term maintenance and control of common areas, the Declarant shall dedicate such areas to (i) the existing community development district, (ii) a property owners association or (iii) other entity accepted by the LUA.

SECTION 16. CONVERSION OF USES.

The Declarant may increase or decrease the amount of a particular land use without modifying or amending this Development Agreement or the MPD Master Plan, but only within the minimum and maximum standards provided for on the Land Use Conversion Matrix attached as **Exhibit "I",** provided that (i) the changes are consistent with the Land Use Conversion Matrix and (ii) at the time of election of a land use conversion under the Land Use Conversion Matrix, the Declarant shall notify the City of the conversion in writing at least thirty (30) days in advance of the conversion. Any modification to this Development Agreement shall incorporate all changes previously made pursuant to the Land Use Conversion Matrix prior to the filing of such modification. Provided that the conversion is (i) consistent with the criteria contained in the Land Use Conversion Matrix attached as **Exhibit "I",** and (ii) such converted uses are consistent with the uses allowed under by this Development Agreement. Notwithstanding the foregoing, any change or deviation from the approved land uses provided for herein shall be consistent with the City's Comprehensive Plan, which may require a small-scale comprehensive plan amendment as more particularly described in Section 163.3187, Florida Statutes.

SECTION 17. BREACH, ENFORCEMENT, ALTERNATIVE DISPUTE AND

CONFLICT RESOLUTION.

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

(b) In the event that a dispute arises between the Parties, the City and Declarant shall attempt to resolve all disputes informally and if they cannot, the Parties agree to engage in pre-suit mediation before a certified Circuit Court mediator selected by the Parties within thirty (30) days of either party making a written request to the other. If the Parties fail to agree to a mediator, a certified mediator will be selected solely by the City. The Parties shall equally pay all costs of mediation.

SECTION 18. NOTICES.

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

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

(c) Any such notice will be deemed effective when received (if sent by hand delivery receipt required,) or on that date which is ten (10) days after such notice is deposited in the United States mail (if sent by certified mail).

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

As to the City: City Manager
City of Flagler Beach

	City Hall 105 S. 2nd Street Flagler Beach, FL 32136
As to the Declarant:	Veranda Bay Investments , LLC Attn: Kenneth Belshe 3129 Springbank Lane 201 Charlotte, NC 28226
With copies to:	Michael D. Chiumento III, Esq. Chiumento Law, PLLC 145 City Place, Suite 301 Palm Coast, FL 32164

SECTION 19. SEVERABILITY.

The terms and provisions of this Development Agreement are not intended to be severable, unless any term or provision shall be found to be invalid or illegal, in which case the remaining portions of the Development Agreement shall remain valid and binding on the Parties.

SECTION 20. SUCCESSORS AND ASSIGNS.

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

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

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

SECTION 21. GOVERNING LAW, VENUE AND COMPLIANCE WITH LAW.

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

(b) Venue for any dispute shall be in the Seventh Judicial Circuit Court in and for Flagler County, Florida, or the Middle District if in Federal court.

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

(d) If State or Federal laws are enacted after execution of this Development Agreement which are applicable to and preclude the Parties' compliance with this Development Agreement, this Development Agreement shall be modified as necessary to comply with the relevant law.

SECTION 22. TERM/EFFECTIVE DATE.

(a) This Development Agreement shall be effective upon approval by the City Commission and execution of this Development Agreement by all Parties (the "Effective Date").

(b) This Development Agreement will expire thirty (30) years from the Effective Date unless renewed in writing by the Parties.

SECTION 23. RECORDATION.

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

SECTION 24. 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 25. SPECIFIC PERFORMANCE / TIME IS OF THE ESSENCE.

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

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

SECTION 26. ATTORNEYS' FEES.

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

SECTION 27. FORCE MAJEURE.

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

SECTION 28. INDEMNIFICATION.

The Declarant shall indemnify and save the City harmless from and against any and all damages caused solely by the Declarant's development of the Subject Property as provided in this Development Agreement. This provision shall exclude any damages arising out of a third party challenging this Development Agreement or any subsequent development order issued by the City affecting the Subject Property as defined by State statute.

SECTION 29. ENFORCEMENT: CITY'S RIGHT TO TERMINATE DEVELOPMENT AGREEMENT.

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

(b) The failure by the Declarant to perform its material obligations hereunder shall constitute a default, entitling the City to pursue whatever remedies are available to it under Florida law or equity, including, without limitation, an action for specific performance and/or injunctive relief, or alternatively, the termination of this Development Agreement. Prior to the City filing any action or terminating this Development Agreement as a result of a default under this Development Agreement, the City shall first provide the Declarant written notice of said default. Upon receipt of said notice, the Declarant shall be provided a ninety (90) day period in which to cure the default to the reasonable satisfaction of the City prior to the City filing an action or terminating this Development Agreement. If ninety (90) days is not considered by the Parties to be a reasonable period in which to cure the default, the cure period shall be extended to such cure period acceptable to the City, but in no case shall that cure period exceed one hundred and eighty (180) days from initial notification of default. Upon the judicial termination of the Development Agreement, the Declarant shall immediately be divested of all

rights and privileges granted hereunder.

SECTION 30. CAPTIONS.

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

SECTION 31. 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 32. INTERPRETATION.

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

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

SECTION 33. FURTHER ASSURANCES.

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

SECTION 34. COUNTERPARTS.

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

SECTION 35. MODIFICATIONS, AMENDMENTS AND NON-WAIVER.

(a) Unless provided for in Section 5, above: (1) Amendments to and waivers of the provisions herein shall be made by the Parties only in writing by formal amendment, and (2) This Development Agreement shall not be modified or amended except by written agreement executed by all Parties hereto and upon approval of the City.

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

SECTION 36. ENTIRE AGREEMENT AND EFFECT ON PRIOR AGREEMENTS.

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

(SIGNATURES INTENTIONALITY LEFT TO NEXT PAGE)

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

CITY OF FLAGLER BEACH, FLORIDA

_____

_____, Mayor

ATTEST:

_____

_____, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____

_____, Esq.
City Attorney

The foregoing instrument was acknowledged before me by means of [_] physical presence or [_] online notarization, this _____ day of _____, 2025, by _____, Mayor of the CITY OF FLAGLER BEACH, who is personally known to me.

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

WITNESSES:

"DECLARANT"
VERANDA BAY INVESTMENTS, LLC

By:_____
William G. Allen, Manager

_____
Witness Signature

_____
Print Witness Name
Address:_____

_____

_____
Witness Signature

_____
Print Witness Name
Address:_____

_____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [_] physical presence or [_] online notarization, this _____ day of _____, 2025, by William G. Allen, Manager, of Veranda Bay Investments, LLC, a Florida limited liability company, (check one) [_] who is personally known to me or [_] who produced _____ as identification.

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

EXHIBIT "A"

LEGAL DESCRIPTION

A PORTION OF TRACT "FD2", GARDENS AT HAMMOCK BEACH, AS RECORDED IN MAP BOOK 35, PAGES 80 THROUGH 100 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING COMMENCE AT THE NORTHWESTERLY CORNER OF SAID TRACT "FD2", SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 100 (A 200 FOOT RIGHT OF WAY AS ESTABLISHED); THENCE SOUTH 89 DEGREES 29 MINUTES 03 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 382.15 FEET TO THE INTERSECTION WITH SOUTHWESTERLY RIGHT OF WAY LINE OF VILLA DRIVE WEST (A VARIABLE WIDTH PRIVATE RIGHT OF WAY AS ESTABLISHED), SAID POINT BEING THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 35.00 FEET; THENCE ALONG SAID CURVE AND SAID SOUTHWESTERLY RIGHT OF WAY LINE AN ARC DISTANCE OF 51.49 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 41 DEGREES 37 MINUTES 50 SECONDS EAST, AND A CHORD DISTANCE OF 46.97 FEET; THENCE SOUTH 00 DEGREES 30 MINUTES 47 SECONDS WEST, A DISTANCE OF 29.81 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 470.00 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 578.46 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 34 DEGREES 44 MINUTES 45 SECONDS EAST, AND A CHORD DISTANCE OF 542.64 FEET; THENCE SOUTH 70 DEGREES 00 MINUTES 17 SECONDS EAST, A DISTANCE OF 190.75 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 360.00 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 364.42 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 41 DEGREES 00 MINUTES 17 SECONDS EAST, AND A CHORD DISTANCE OF 349.06 FEET; THENCE SOUTH 12 DEGREES 00 MINUTES 17 SECONDS EAST, A DISTANCE OF 170.79 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 260.00 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 48.62 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 06 DEGREES 3B MINUTES 50 SECONDS EAST AND A CHORD DISTANCE OF 48.55 FEET; THENCE SOUTH 88 DEGREES 37 MINUTES 36 SECONDS WEST DEPARTING THE AFOREMENTIONED SOUTHWESTERLY RIGHT OF LINE OF VILLA DRIVE WEST, A DISTANCE OF 471.38 FEET; THENCE SOUTH 88 DEGREES 28 MINUTES 30 SECONDS WEST, A DISTANCE OF 589.08 FEET; THENCE NORTH 33 DEGREES 37 MINUTES 07 SECONDS WEST, A DISTANCE OF 50.65 FEET; THENCE NORTH 38 DEGREES 07 MINUTES 37 SECONDS WEST, A DISTANCE OF 95.67 FEET TO A POINT ON A WESTERLY LINE OF THE AFOREMENTIONED TRACT "FD2, GARDENS AT HAMMOCK BEACH"; THENCE NORTH 01 DEGREES 27 MINUTES 08 SECONDS WEST, A DISTANCE OF 968.01 FEET TO THE POINT OF BEGINNING.

Together with

A PARCEL OF LAND IN THE SOUTH 1/2 OF SECTION 11, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF GOVERNMENT SECTION 11, TOWNSHIP 12 SOUTH, RANGE 31 EAST AS MONUMENTED BY A 4" X 4" CONCRETE MONUMENT INSCRIBED WITH A "T"; THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 11 NORTH 88°51'19" EAST A DISTANCE OF 2,591.75 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°06'41" EAST A DISTANCE OF 1,287.36 FEET; THENCE NORTH 88°28'36" EAST A DISTANCE OF 680.27 FEET; THENCE SOUTH 01°24'50" EAST, A DISTANCE OF 345.10 FEET; THENCE SOUTH 88°36'24" WEST, A DISTANCE OF 150.00 FEET; THENCE SOUTH 01°28'15" EAST, A DISTANCE OF 300.30 FEET; THENCE NORTH 88°36'24" EAST, A DISTANCE OF 150.00 FEET; THENCE SOUTH 01°08'43" EAST, A DISTANCE OF 24.77 FEET; THENCE NORTH 88°54'22" EAST, A DISTANCE OF 749.54 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD 201, (ALSO KNOWN AS JOHN ANDERSON HIGHWAY); THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE, SOUTH 18°11'55" EAST, A DISTANCE OF 401.46 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE, SOUTH 77°14'08" WEST, A DISTANCE OF 99.57 FEET; THENCE SOUTH 01°16'02" EAST, A DISTANCE OF 216.94 FEET; THENCE SOUTH 88°50'35" WEST, A DISTANCE OF 126.47 FEET TO A POINT ON THE SOUTHERLY LINE OF AFORESAID SECTION 11; THENCE ALONG SAID SOUTHERLY LINE SOUTH 88°51'19" WEST, A DISTANCE OF 1,350.55 FEET TO THE POINT OF BEGINNING.

Together with

A PORTION OF LOTS 1, 3, 7, 8 AND 9, AND ALL OF LOTS 4, 10, 11 AND 12, BLOCK C, BUNNELL DEVELOPMENT COMPANY'S LAND AS RECORDED IN PLAT BOOK 1, PAGE 1, IN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, TOGETHER WITH A PORTION OF GOVERNMENT SECTION 14, 38, AND 39, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, SITUATED IN GOVERNMENT SECTIONS 11, 14, 38 AND 39, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY (STATE ROAD 201) AND THE NORTH LINE OF SAID SECTION 38-12-31; THENCE SOUTH 71°47'17" WEST, A DISTANCE OF 100.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY (STATE ROAD 201), ALSO BEING THE POINT OF BEGINNING; THENCE ALONG SAID WEST RIGHT OF WAY LINE THE FOLLOWING THREE COURSES: SOUTH 18°10'26" EAST, A DISTANCE OF 3,184.36 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1,196.28 FEET, A CENTRAL ANGLE OF 22°09'26" AND A CHORD DISTANCE OF 459.74 FEET WHICH BEARS SOUTH 29°14'21" EAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 462.62 FEET; THENCE SOUTH 40°21'41" EAST, A DISTANCE OF 776.28 FEET; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE SOUTH 69°18'47" WEST, A DISTANCE OF 1,433.82 FEET, THENCE NORTH 20°41'22" WEST, A DISTANCE OF 995.98 FEET, THENCE NORTH 24°04'44" WEST, A DISTANCE OF 1,618.01 FEET; THENCE NORTH 86°17'06" WEST, A DISTANCE OF 2,604.28 FEET; THENCE NORTH 60°37'10" WEST, A DISTANCE OF 341.50 FEET; THENCE NORTH 43°23'02" WEST, A DISTANCE OF 2,172.87 FEET, THENCE NORTH 30°47'31" EAST, A DISTANCE

OF 1,526.35 FEET; THENCE NORTH 45°31’15” EAST, A DISTANCE OF 902.38 FEET; THENCE NORTH 40°14’18” WEST, A DISTANCE OF 1,732.75 FEET; THENCE NORTH 06°10’40” WEST, A DISTANCE OF 189.68 FEET; THENCE NORTH 00°15’33” WEST, A DISTANCE OF 614.90 FEET; THENCE NORTH 88°32’16” EAST, A DISTANCE OF 257.93 FEET; THENCE NORTH 01°27’08” WEST, A DISTANCE OF 1,087.72 FEET TO A POINT ON THE SOUTH LINE OF STATE ROAD NO. 100; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE SOUTH 89°29’03” EAST A DISTANCE OF 959.81 FEET; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE SOUTH 00°30’57” WEST, A DISTANCE OF 210.00 FEET; THENCE SOUTH 89°29’03” EAST, A DISTANCE OF 210.00 FEET; THENCE SOUTH 00°30’57” WEST, A DISTANCE OF 389.92 FEET; THENCE SOUTH 89°28’38” EAST, A DISTANCE OF 822.42 FEET; THENCE SOUTH 00°06’48” EAST, A DISTANCE OF 1,704.61 FEET; THENCE NORTH 88°51’12”EAST, A DISTANCE OF 1,350.55 FEET; THENCE SOUTH 01°10’32” EAST, A DISTANCE OF 660.84 FEET; THENCE NORTH 88°37’17” EAST, A DISTANCE OF 158.75 FEET; THENCE SOUTH 18°14’40” EAST, A DISTANCE OF 330.09 FEET; THENCE NORTH 88°50’11” EAST, A DISTANCE OF 330.04 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY (STATE ROAD 201); THENCE ALONG SAID RIGHT OF WAY LINE SOUTH 18°15’00” EAST, A DISTANCE OF 1,788.60 FEET TO THE POINT OF BEGINNING.

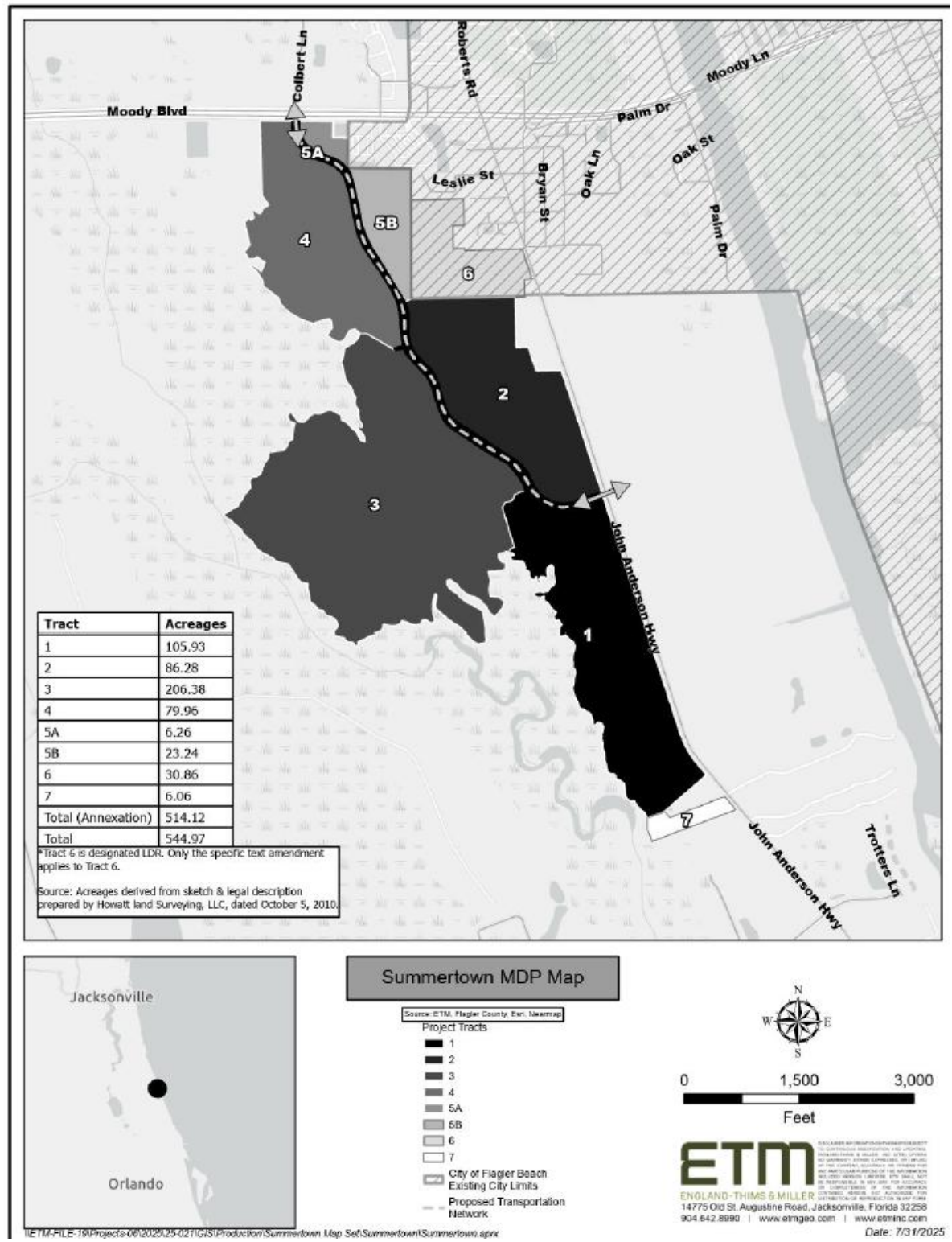
LESS AND EXCEPT: THE LAND CONTAINED IN THE QUIT CLAIM DEED TO EAST FLAGLER MOSQUITO CONTROL DISTRICT RECORDED IN OFFICIAL RECORDS BOOK 1620, PAGE 434, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING 0.89 ACRES, MORE OR LESS.

LESS AND EXCEPT: THE LAND CONTAINED IN THE SPECIAL WARRANTY DEED TO FLAGLER COUNTY RECORDED IN OFFICIAL RECORDS BOOK 1636, PAGE 1694, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING 81.32 ACRES, MORE OR LESS.

LESS AND EXCEPT: THE LAND CONTAINED IN THE SPECIAL WARRANTY DEED TO HIGHWAY 100 COMMERCIAL LLC RECORDED IN OFFICIAL RECORDS BOOK 1789, PAGE 750, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING 18.94 ACRES, MORE OR LESS.

LESS AND EXCEPT: TRACT PL-2 OF THE VACATED PLAT OF GARDENS AT HAMMOCK BEACH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 35, PAGES 80 THROUGH 100, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING A TOTAL OF 13.17 ACRES, MORE OR LESS.

EXHIBIT "B"



Tract	Acreages
1	105.93
2	86.28
3	206.38
4	79.96
5A	6.26
5B	23.24
6	30.86
7	6.06
Total (Annexation)	514.12
Total	544.97

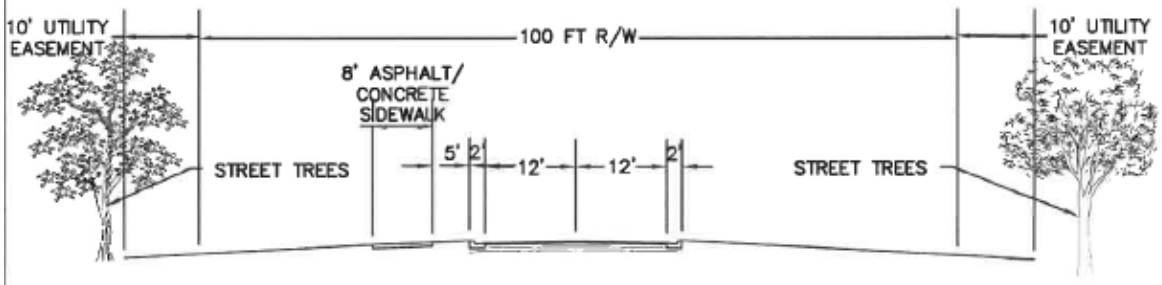
*Tract 6 is designated LDR. Only the specific text amendment applies to Tract 6.

Source: Acreages derived from sketch & legal description prepared by Howatt land Surveying, LLC, dated October 5, 2010.

EXHIBIT “C”

EXHIBIT “D”

EXHIBIT "E"



VERANDA BAY

SPINE ROAD SECTION

PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
CERTIFICATE OF AUTHORIZATON NUMBER 00003910

EXHIBIT E

EXHIBIT "F"

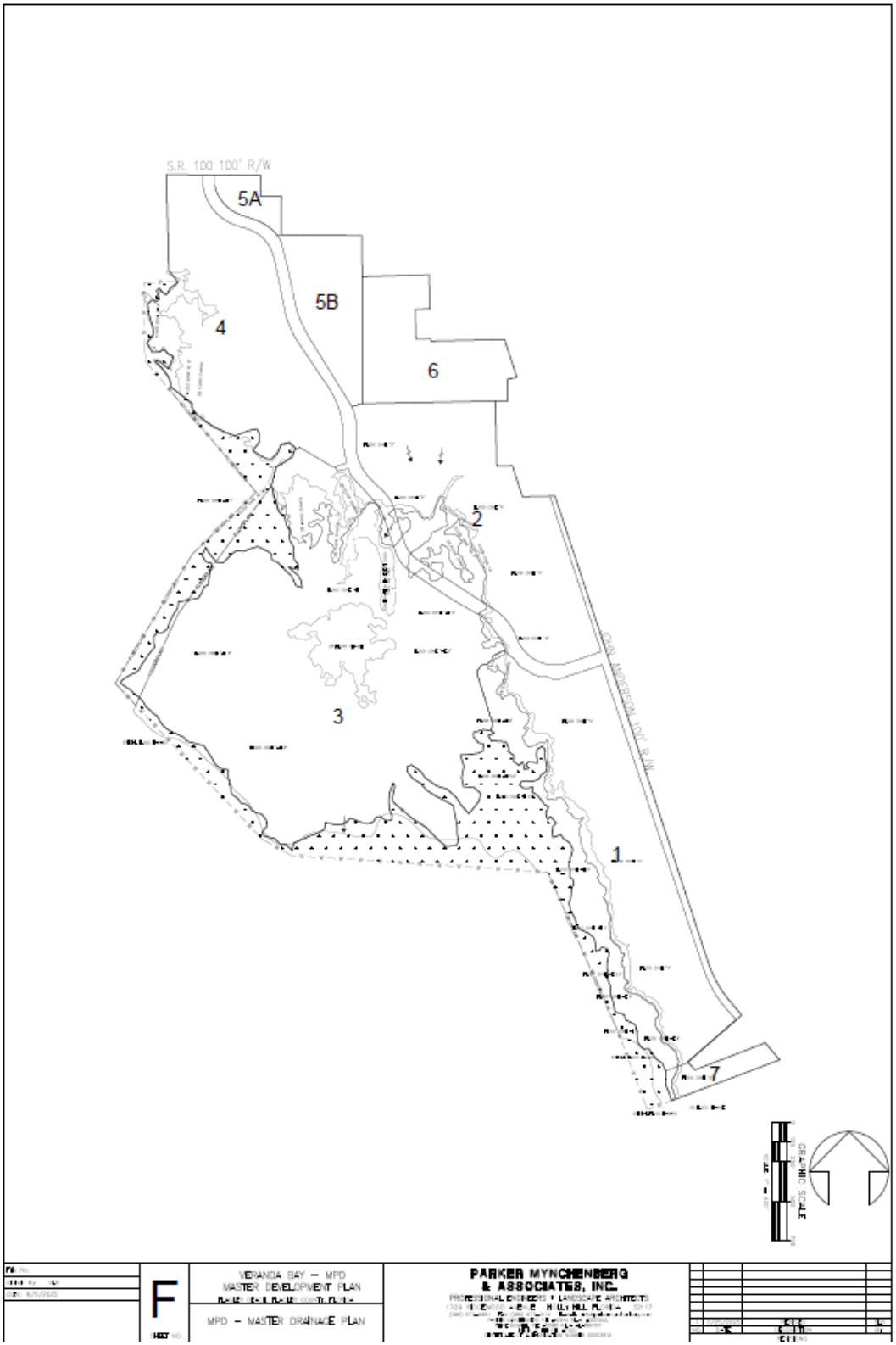

S.R. 100 100' R/W
5A
5B
4
6
2
3
1
7
VERANDA BAY – MPD
MASTER DEVELOPMENT PLAN
MPD – MASTER DRAINAGE PLAN
F
PARKER MYNCHENBERG
& ASSOCIATES, INC.

EXHIBIT "G"

LANDSCAPE GUIDELINES

GENERAL:
All developed home sites shall be landscaped according to plans approved by the ARC. It is the intent of the ARC that all residential planting be consistent in terms of quantity, mass and quality. All plant material used shall be classified as Florida Fancy. All walls require foundation plantings, and plant height and size shall accentuate and compliment the home's architecture. Tree and palm staking shall be removed no later than 12 months from installation. Landscaping as approved by the ARC shall be complete at the time of submittal of the Builder's Construction Completion Transmittal (Attachment #3) to the ARC. All shrubs, trees, grass and plantings of every kind shall be kept well maintained, properly cultivated and free of trash and other unsightly material.

Each lot's landscaping shall have three general elements: front yard planting, side yard planting and rear yard planting. Plant requirements for each area are contained in the Landscape Design Criteria along with the plant requirements for each area.

LANDSCAPING PLAN:
A basic landscape plan for each home site must be designed by a professional landscape architect or landscape designer and be submitted to and approved by the ARC. The plan is to be submitted along with the other required items at the time of application. It shall incorporate existing vegetation on the site, if any, and show any existing trees to be removed. The landscape plan shall indicate all plant types by botanical and common names, sizes, height, spread, caliper and plant spacing. Additionally, the plants shall be identified on the plan as well as in a master plant list. Tree and shrub placement should take into account the location of utilities and minimize conflicts with water, sewer and electric utilities.

EXISTING TREES:
In order that the natural beauty of the home site may be preserved, no living tree having a diameter of six (6) inches or more, as measured one (1) foot above the natural grade, shall be destroyed and removed from the property unless approved by the ARC in connection with its approval of the plans and specifications for the construction of improvements on the property. The builder shall take special care during construction not to injure or destroy trees or tree root systems including use of protective barriers to keep equipment away from trees.

SHRUBBERY:
In general, no hedge, shrubbery or vegetation of any kind shall be placed in the form of a fence on any lot across the front street line or on either of the side lot lines. The ARC may approve, on a case-by-case basis, hedges on rear side lot lines.

SOD:
All areas within each home site not covered with pavement, buildings, shrubs, or groundcover shall be completely sodded (St. Augustine or Floratam), unless otherwise approved by the ARC.

MULCH:
All planting areas within each home site shall be covered and maintained with two (2) inches or more of pine, cypress, or other suitable mulch. The type of mulch shall be identified on the landscape plan. If rock is to be used, it must be white, gray or brown river rock, and must be identified on the landscape plan.

PLANT MATERIALS:
Plant materials shall equal or exceed the standards for Florida Fancy. The landscape plan shall indicate all plant types by Botanical and common names, sizes, height, spread, caliper and plant spacing. All plant materials are subject to the review and approval of the ARC. No artificial vegetation will be permitted on the exterior of any home.

IRRIGATION:
All landscaped areas shall be provided with an automatic underground irrigation system or sprinkling system connected to a reclaimed water source, a central irrigation system, or a potable water supply. Irrigation must be provided to the back of the curb of the adjacent street and to the shoreline of all portions of a lake, marsh or other watercourse within or adjacent to the home site, except that irrigation of conservation easements is not required. The use of rain sensors shall be incorporated into the design. The homeowner will be subject to rules and regulations concerning irrigation issued by the master association. Irrigation systems shall not draw water from lakes, ponds, or other water management areas, unless approved by the ARC. No well of any kind shall be dug or drilled on any residential lot.

FERTILIZERS AND PESTICIDES:
Only biodegradable fertilizers and pesticides approved by the U.S. Environmental Protection Agency and the Florida Department of Environmental Regulation shall be used.

FRONT YARD PLANTING:
All front yard planting to consist of the following:
18' – 24' on average height palm trees
5' accent tree
14' street tree (minimum 2" caliper) - shade tree
3-gallon shrub mass
3-gallon groundcover mass
1-gallon groundcover mass
10-gallon specimen accents

SIDE YARD PLANTING:
All side yard planting to consist of the following:
3-gallon foundation hedge
Foundation plantings to extend 1/3 the length of the home

REAR YARD PLANTING:
All rear yard planting to consist of the following:
Two - 6' shade trees
If any palm tree is to be used, they must be 18' – 24' on average height palm trees
10-gallon shrub mass
3-gallon foundation shrub
3-gallon groundcover mass
10-gallon accent shrubs

EXHIBIT "H"

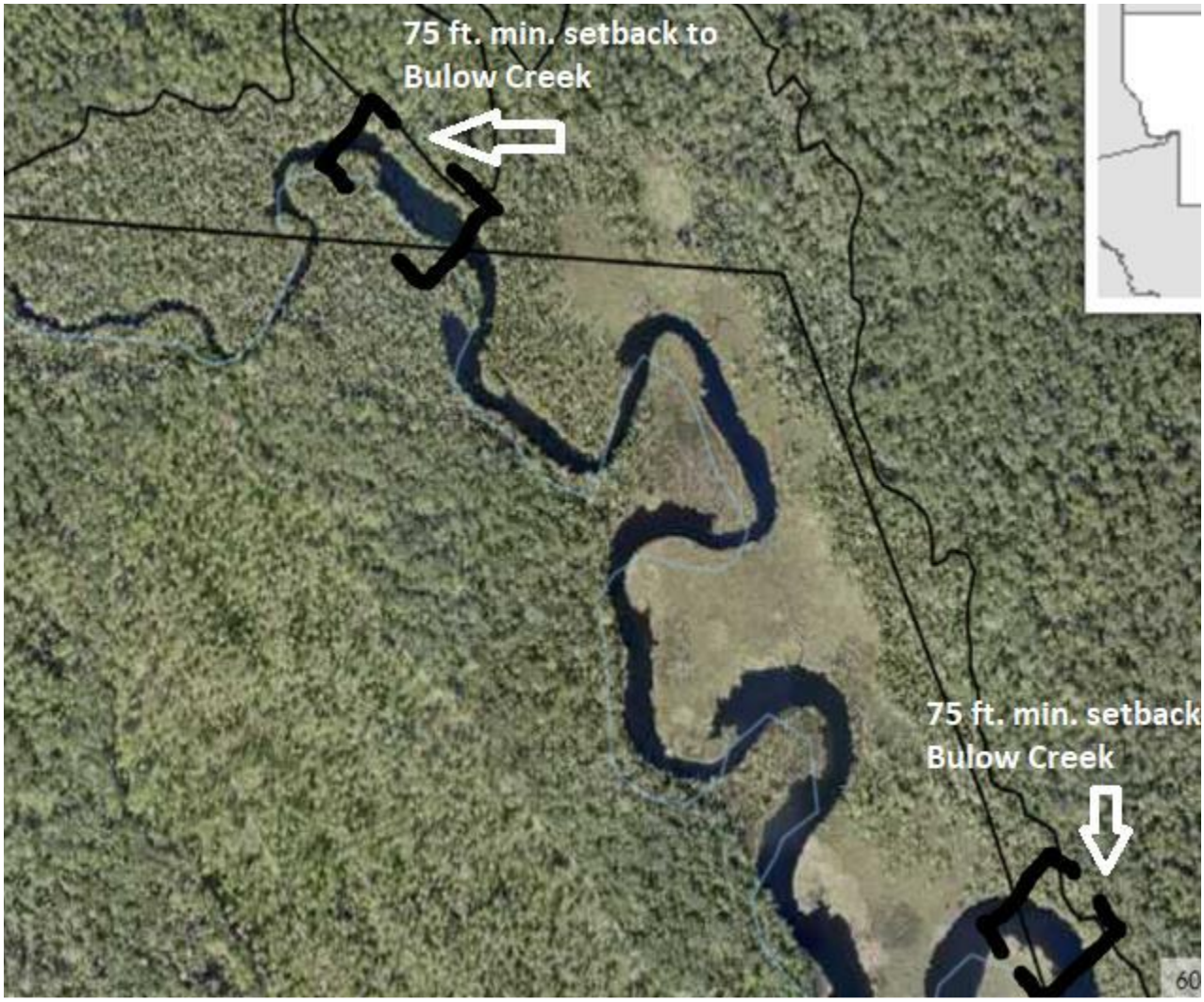

75 ft. min. setback to
Bulow Creek
75 ft. min. setback
Bulow Creek

EXHIBIT "I"

Veranda Bay - Land Use Exchange Table

Land Use Type	Proposed Quantity	Units	Net External PM Peak Trips	Net External PM Peak Trip Rate
Single-family Detached Residential	1,067	DUs	824	0.772
Single-family Attached Residential	96	DUs	46	0.476
Multifamily Housing (Mid-Rise) 4 - 10 Story Buildings	1,332	DUs	447	0.335
Shopping and Retail	456	KSF	1,518	3.327
Recreational Community Center	22	KSF	57	2.545

		Convert To				
		SF Detached	SF Attached	Multi-Family	Shopping/Retail	Rec Comm Center
Convert From	**Single-family Detached Residential**	1.000	1.622	2.304	0.232	0.303
	Single-family Attached Residential	0.617	1.000	1.421	0.143	0.187
	Multifamily Housing (Mid-Rise) 4 - 10 Story Buildings	0.434	0.704	1.000	0.101	0.132
	Shopping and Retail	4.310	6.989	9.931	1.000	1.307
	Recreational Community Center	3.297	5.347	7.597	0.765	1.000

Example:

To convert 50 Single Family Residential Dwelling Units to Shopping/Retail, multiply 50 * 0.23 = 11,602.00 SF

To convert 10,000 SF Shopping/Retail to Single Family Detached Residentail, multiply 10,000/1000 * 4.310 43.00 Units

CITY OF FLAGLER BEACH
PLANNING & ZONING DEPARTMENT

INTAKE APPLICATION

☐ Final Site Plan	☐ Preliminary Plat
☐ Master Site Plan	☐ Final Plat
☐ Site Development Plan(s)	☐ Plat Vacating
☑ Rezoning	☐ Subdivision Master Plan
☐ Comprehensive Plan Amendment	☐ Non-statutory Land Division/Parcel Reconfiguration
☐ Future Land Use Map Amendment	☐ Site Plan Modification (Post approval)
☐ Special Exception	☐ Development Order Modification
☐ Variance	☐ Wireless Communication Facility (new structure)

Application Submittal Date:_____

Application No.: PZR25-0002

Fee Paid: $_____. Date Received:_____

Employee Accepting Application (print name):_____

Rejected Date: _____. Rejected by:_____

Reason for Rejection:_____

_____

A. PROJECT NAME: Summertown

B. LOCATION OF SUBJECT PROPERTY (PHYSICAL ADDRESS):_____

C. PROPERTY APPRAISER'S PARCEL ID NUMBER(s): See attached Exhibit "B" parcel ID Numbers

_____

D. LEGAL DESCRIPTION: _____Subdivision Name;_____

See attached Exhibit "A" legal description

Section;_____ Block(s);_____ Lot(s); _____

E. SUBJECT PROPERTY ACRES / SQUARE FOOTAGE:_____

F. FUTURE LAND USE MAP DESIGNATION: Agriculture/Timberlands EXISTING ZONING DISTRICT: PUD

OVERLAY DISTRICT:_____

G. FLOOD ZONE:_____ FEMA COMMUNITY PANEL NUMBER:_____ DATE:_____

H. CURRENT USE OF PROPERTY: Vacant

I. DESCRIPTION OF REQUEST/PROPOSED DEVELOPMENT (ATTACH ADDITIONAL SHEETS) _____

_____

_____

_____

J. PROPOSED NUMBER OF LOTS (If Applicable):_____ Development Phasing: *Yes* ☐ *No* ☐

CITY OF FLAGLER BEACH
PLANNING & ZONING DEPARTMENT

K. LIST BELOW ANY APPLICATIONS CURRENTLY UNDER REVIEW OR RECENTLY APPROVED ASSOCIATED WITH THIS APPLICATION:

L. WATER/SEWER PROVIDER:_____

M. EXISTING MORTGAGE? Yes ☐ No ☑

OWNER: Veranda Bay Investments, LLC &	***APPLICANT/AGENT:***
Name: Palm Coast Intracoastal, LLC	Name: Michael D. Chiumento III, Esq.
Mailing Address: 3129 Springbank Lane, Charlotte, NC 28226	Mailing Address: 145 City Place, Suite 301, Palm Coast, FL
Phone Number: 386-986-2411	Phone Number: 386-445-8900
E-mail Address: kenbelshe@yahoo.com	E-mail Address:

MORTGAGE HOLDER:	***ENGINEER OR PROFESSIONAL:***
Name:	Name: Lindsay Haga, England-Thims & Miller, Inc.
Mailing Address:	Mailing Address:
Phone Number:	Phone Number: -- 904-376-6296
E-mail Address:	E-mail Address: HagaL@etminc.com

SURVEYOR:	***LANDSCAPE ARCHITECT:***
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:

PLANNER:	***TRAFFIC ENGINEER:***
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:

ATTORNEY OF RECORD:	***DEVELOPER:***
Name: Michael D. Chiumento III, Esq.	Name:
Mailing Address: 145 City Place, Suite 301, Palm Coast	Mailing Address:
Phone Number: 386-445-8900	Phone Number:
E-mail Address: Michael3@legalteamforlfie.com	E-mail Address:

I HEREBY CERTIFY THAT ALL INFORMATION ON THIS APPLICATION IS CORRECT:

Signature of owner OR person authorized to represent this application:

Signature(s):_____ _____

Printed or typed name(s): William G. Allen, as Manager of Palm Coast Intracoastal, LLC; William G. Allen, as Manager of Veranda Bay Investments, LLC

The foregoing instrument was acknowledged before me by means of ✓ physical presence or __ online notarization this _____ day of, July 20 25 by William G. Allen as Manager individual submitted by ✓ Personal Knowledge ___ Satisfactory Evidence: Type _____

_____ (SEAL)

Signature of Notary Public, State of Florida

TRACEY A. BENAVIDES
Notary Public-State of Florida
Commission # HH 190061
My Commission Expires
January 02, 2026

WHEN PETITIONER IS THE OWNER OF SUBJECT PROPERTY

This is to certify that I am the owner in fee simple of subject lands described above in the Petition for Rezoning & Comprehensive Plan Amendment & Annexation

STATE OF FLORIDA,
County of Flagler

Subscribed and Sworn to (or affirmed) before me by:

Highway 100 Commercial, LLC

By: _____
SIGNATURE OF OWNER
Mary L. Demetree as Trustee of the Mary L. Demetree Revocable Trust, Manager of Highway 100 Commercial, LLC
OWNER'S NAME (Print/Type)
800 Highland Ave., Suite 200, Orlando, FL 32803
ADDRESS (Street, City) & Phone Number

This 29 day of May, 2024. (Who is personally known) to me or has produced _____ as identification.

HH350861
Commission Number & Expiration

Notary Public

AZYADET N. ALVAREZ
MY COMMISSION # HH 350
EXPIRES: April 17, 2027

WHEN PETITIONER IS THE AGENT OF THE OWNER OF SUBJECT PROPERTY

This is to certify that I am the owner of subject lands described above in the Petition for Rezoning & Comprehensive Plan Amendment and that I have authorized Michael D. Chiumento III, Esq. to make and file the aforesaid Petition for Rezoning & Comprehensive Plan Amendment & Annexation

STATE OF FLORIDA,
County of Flagler
Subscribed and Sworn to (or affirmed) before me by:

Highway 100 Commercial, LLC

By: _____
Mary L. Demetree as Trustee of the Mary L. Demetree Revocable Trust, Manager of Highway 100 Commercial, LLC
OWNER'S NAME (Print/Type)
800 Highland Ave., Suite 200
Orlando, FL 32803
ADDRESS (Street, City) & Phone Number

This 29 day of May, 2024. (Who is personally known) to me or has produced _____ as identification.

HH350861 4/17/27
Commission Number & Expiration

Notary Public

AZYADET N. ALVAREZ
MY COMMISSION # HH 350861
EXPIRES: April 17, 2027

WHEN PETITIONER IS THE OWNER OF SUBJECT PROPERTY

This is to certify that I am the owner in fee simple of subject lands described above in the Petition for Rezoning & Comprehensive Plan Amendment & Annexation

STATE OF FLORIDA,
County of Flagler

Subscribed and Sworn to (or affirmed) before me by:

Highway 100 Commercial, LLC

By: _____
SIGNATURE OF OWNER

Michelle Chira, Trustee of the Michelle Chira Revocable Trust, as Manager of Highway 100 Commercial, LLC
OWNER'S NAME (Print/Type)

800 Highland Ave., Suite 200, Orlando, FL 32803
ADDRESS (Street, City) & Phone Number

This 13 day of JUNE, 2024. Who is personally known ☑ to me or has produced _____ as identification.

HH489042 2/5/28
Commission Number & Expiration

_____
Notary Public

Notary Public State of Florida
Dawn Harris
My Commission HH 489042
Expires 2/5/2028

WHEN PETITIONER IS THE AGENT OF THE OWNER OF SUBJECT PROPERTY

This is to certify that I am the owner of subject lands described above in the Petition for Rezoning & Comprehensive Plan Amendment and that I have authorized Michael D. Chiumento III, Esq. to make and file the aforesaid Petition for Rezoning & Comprehensive Plan Amendment & Annexation

STATE OF FLORIDA,
County of Flagler
Subscribed and Sworn to (or affirmed) before me by:

Highway 100 Commercial, LLC

By: _____
SIGNATURE OF OWNER

Michelle Chira, Trustee of the Michelle Chira Revocable Trust, as Manager of Highway 100 Commercial, LLC
OWNER'S NAME (Print/Type)

800 Highland Ave., Suite 200
Orlando, FL 32803
ADDRESS (Street, City) & Phone Number

This 13 day of JUNE, 2024. Who is personally known ☑ to me or has produced _____ as identification.

HH489042 2/5/28
Commission Number & Expiration

_____
Notary Public

Notary Public State of Florida
Dawn Harris
My Commission HH 489042
Expires 2/5/2028

FOR USE WHEN PETITIONER IS THE OWNER OF SUBJECT PROPERTY

This is to certify that I am the owner in fee simple of subject lands described above in the Petition for Rezoning, Comp Plan Amendment & Annexation

Palm Coast Intracoast, LLC

STATE OF FLORIDA,
County of Flagler

Subscribed and Sworn to (or affirmed) before me by

SIGNATURE OF OWNER

William G. Allen, Jr., as Manager

OWNER'S NAME (Print/Type)

3129 Springbank Lane, #201, Charlotte, NC

ADDRESS (Street, City) & Phone Number

TRACEY A. BENAVIDES
Notary Public-State of Florida
Commission # HH 190061
My Commission Expires
January 02, 2026

This 3rd day of June, 2024. Who is personally known to me or has produced _____ as identification.

HH190061 01/02/26
Commission Number & Expiration

Tracy A. Benavides
Notary Public

FOR USE WHEN PETITIONER IS THE AGENT OF THE OWNER OF SUBJECT PROPERTY

This is to certify that I am the owner of subject lands described above in the Petition for Rezoning and that I have authorized _____ to make and file the aforesaid Petition for Rezoning..

STATE OF FLORIDA,
County of Flagler

Subscribed and Sworn to (or affirmed) before me by

SIGNATURE OF OWNER

OWNER'S NAME (Print/Type)

ADDRESS (Street, City) & Phone Number

This ____ day of _____, 20____. Who is personally known to me or has produced _____ as identification.

Commission Number & Expiration

Notary Public

FOR USE WHEN PETITIONER IS THE OWNER OF SUBJECT PROPERTY

This is to certify that I am the owner in fee simple of subject lands described above in the Petition for Rezoning, Comp Plan Amendment & Annexation

STATE OF FLORIDA,
County of Flagler

Veranda Bay Investments, LLC

Subscribed and Sworn to (or affirmed) before me by

SIGNATURE OF OWNER

William G. Allen, Sr., as Manager

OWNER'S NAME (Print/Type)

3129 Springbank Lane, #201, Charlotte NC

ADDRESS (Street, City) & Phone Number

TRACEY A. BENAVIDES
Notary Public-State of Florida
Commission # HH 190061
My Commission Expires
January 02, 2026

This 3rd day of June, 2024. Who is personally known to me or has produced _____ as identification.

HH190061 01/02/26
Commission Number & Expiration

Tracey A. Benavides
Notary Public

FOR USE WHEN PETITIONER IS THE AGENT OF THE OWNER OF SUBJECT PROPERTY

This is to certify that I am the owner of subject lands described above in the Petition for Rezoning and that I have authorized _____ to make and file the aforesaid Petition for Rezoning..

STATE OF FLORIDA,
County of Flagler

Subscribed and Sworn to (or affirmed) before me by

SIGNATURE OF OWNER

OWNER'S NAME (Print/Type)

ADDRESS (Street, City) & Phone Number

This ____ day of _____, 20____. Who is personally known to me or has produced _____ as identification.

Commission Number & Expiration

Notary Public

BUILDING AND PLANNING DEPT.
800 S Daytona Ave
FLAGLER BEACH, FL 32136
Phone (386) 517-2000. Ext. 231

REZONING/FUTURE LAND USE AMENDMENT

REQUIRED ATTACHMENTS

INTAKE SUBMITTAL

- ☐ Application
- ☐ Application fee
- ☐ Concurrency fee (May be deferred until site development application)
- ☐ Ownership Disclosure form (Add'l documentation required if the property owner is a trust or corporation)
- ☐ Owner Authorization Form (Required if the applicant and/or consultant is not the owner)
- ☐ Detailed narrative of amendment (PD Major/Minor Amendment only)

PROJECT No. PZR25-0002

ALL INFORMATION MUST BE PROVIDED FOR APPLICATION TO BE DETERMINED COMPLETE

FUTURE LAND USE AMENDMENT/ REZONING

APPLICATION TYPES

- ☐ LARGE SCALE FUTURE LAND USE AMENDMENT ONLY
- ☐ REZONE

- ☐ SMALL SCALE FUTURE LAND USE AMENDMENT ONLY
- ☐ REZONE

- ☐ TEXT AMENDMENT ASSOCIATED WITH LAND USE AMENDMENT

- ☐ REZONE (NON-PD)**

- ☐ PD REZONE**
- ☐ PD REZONE

BUILDING AND PLANNING DEPT.
800 S Daytona Ave
FLAGLER BEACH, FL 32136
Phone (386) 517-2000. Ext. 231

PROJECT Summertown

PROJECT NAME:

PARCEL ID #(S): See attached Exhibit "B" parcel ID Numbers	
LOCATION:	
EXISTING USE(S): Vacant	PROPOSED USE(S):
TOTAL ACREAGE:	
WATER PROVIDER:	SEWER PROVIDER:
CURRENT ZONING: PUD	PROPOSED ZONING: PUD
CURRENT FUTURE LAND USE: Agriculture/Timberlands	PROPOSED FUTURE LAND USE:

BUILDING AND PLANNING DEPT.
800 S Daytona Ave
FLAGLER BEACH, FL 32136
Phone (386) 517-2000. Ext.231

PROJECT

PROJECT NAME: Summertown	
PARCEL ID #(S): See attached Exhibit "B" parcel ID Numbers	
LOCATION:	
EXISTING USE(S): Vacant	PROPOSED USE(S):
TOTAL ACREAGE:	BCC DISTRICT:
WATER PROVIDER:	SEWER PROVIDER:
CURRENT ZONING: PUD	PROPOSED ZONING: PUD
CURRENT FUTURE LAND USE: Agriculture/Timberlands	PROPOSED FUTURE LAND USE:

APPLICANT

EPLAN PRIVILEGES: VIEW ONLY ☐ UPLOAD ☐ NONE ☐

NAME: Michael D. Chiumento III	COMPANY: Chiumento Law, PLLC	
ADDRESS: 145 City Place, Suite 301		
CITY: Palm Coast	STATE: FL	ZIP: 32164
PHONE: 386-445-8900	EMAIL: Michael3@legalteamforlife.com	

CONSULTANT

EPLAN PRIVILEGES: VIEW ONLY ☐ UPLOAD ☐ NONE ☐

NAME: Lindsay Haga	COMPANY: England-Thims & Miller, Inc.	
ADDRESS:		
CITY:	STATE:	ZIP:
PHONE: 904-376-6296	EMAIL: HagaL@etminc.com	

OWNER(S)

(INCLUDE NOTARIZED OWNER'S AUTHORIZATION FORM)

NAME(S): Veranda Bay Investments, LLC & Palm Coast Intracoastal, LLC		
ADDRESS: 3129 Springbank Lane, #201 Charlotte NC		
CITY:	STATE:	ZIP:
PHONE: 386-986-2411	EMAIL: kenbelshe@yahoo.com	

BUILDING AND PLANNING DEPT.
800 S Daytona Ave
FLAGLER BEACH, FL 32136
Phone (386) 517-2000. Ext. 231

CONCURRENCY REVIEW MANAGEMENT SYSTEM (SELECT ONE)

☐ I elect to defer the Concurrency Review that is required by Chapter 163, Florida Statutes, per Seminole County's Comprehensive Plan for the above listed property until a point as late as Site Plan and/or Final Engineering submittals for this proposed development plan. I further specifically acknowledge that any proposed development on the subject property will be required to undergo Concurrency Review and meet all Concurrency requirements in the future. MPD **Final Development Plan may not defer**.

☐ I hereby declare and assert that the aforementioned proposal and property described are covered by a valid previously issued Certificate of Vesting or a prior Concurrency determination (Test Notice issued within the past two years as identified below. Please attach a copy of the Certificate of Vesting or Test Notice.)

TYPE OF CERTIFICATE	CERTIFICATE NUMBER	DATE ISSUED
VESTING:	_____	_____
TEST NOTICE:	_____	_____

☐ Concurrency Application and appropriate fee are attached. I wish to encumber capacity at an early point in the development process and understand that only upon approval of the Development Order and the full payment of applicable facility reservation fees is a Certificate of Concurrency issued and entered into the Concurrency Management monitoring system.

I hereby represent that I have the lawful right and authority to file this application.

Veranda Bay Investments, LLC

SIGNATURE OF OWNER/AUTHORIZED AGENT
(PROOF OF PROPERTY OWNER'S AUTHORIZATION IS REQUIRED IF SIGNED BY SOMEONE OTHER THAN THE PROPERTY OWNER)

7-30-25
DATE

Palm Coast Intracoastal, LLC

Signature of Owner

7-30-25
DATE

SUMMERTOWN

PROPERTY OWNED BY HIGHWAY 100 COMMERCIAL, LLC

LEGAL DESCRIPTION
COMP PLAN AMENDMENT

A PORTION OF TRACT "FD2", GARDENS AT HAMMOCK BEACH, AS RECORDED IN MAP BOOK 35, PAGES 80 THROUGH 100 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING COMMENCE AT THE NORTHWESTERLY CORNER OF SAID TRACT "FD2", SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 100 (A 200 FOOT RIGHT OF WAY AS ESTABLISHED); THENCE SOUTH 89 DEGREES 29 MINUTES 03 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 382.15 FEET TO THE INTERSECTION WITH SOUTHWESTERLY RIGHT OF WAY LINE OF VILLA DRIVE WEST (A VARIABLE WIDTH PRIVATE RIGHT OF WAY AS ESTABLISHED), SAID POINT BEING THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 35.00 FEET; THENCE ALONG SAID CURVE AND SAID SOUTHWESTERLY RIGHT OF WAY LINE AN ARC DISTANCE OF 51.49 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 41 DEGREES 37 MINUTES 50 SECONDS EAST, AND A CHORD DISTANCE OF 46.97 FEET; THENCE SOUTH 00 DEGREES 30 MINUTES 47 SECONDS WEST, A DISTANCE OF 29.81 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 470.00 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 578.46 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 34 DEGREES 44 MINUTES 45 SECONDS EAST, AND A CHORD DISTANCE OF 542.64 FEET; THENCE SOUTH 70 DEGREES 00 MINUTES 17 SECONDS EAST, A DISTANCE OF 190.75 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 360.00 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 364.42 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 41 DEGREES 00 MINUTES 17 SECONDS EAST, AND A CHORD DISTANCE OF 349.06 FEET; THENCE SOUTH 12 DEGREES 00 MINUTES 17 SECONDS EAST, A DISTANCE OF 170.79 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 260.00 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 48.62 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 06 DEGREES 3B MINUTES 50 SECONDS EAST AND A CHORD DISTANCE OF 48.55 FEET; THENCE SOUTH 88 DEGREES 37 MINUTES 36 SECONDS WEST DEPARTING THE AFOREMENTIONED SOUTHWESTERLY RIGHT OF LINE OF VILLA DRIVE WEST, A DISTANCE OF 471.38 FEET; THENCE SOUTH 88 DEGREES 28 MINUTES 30 SECONDS WEST, A DISTANCE OF 589.08 FEET; THENCE NORTH 33 DEGREES 37 MINUTES 07 SECONDS WEST, A DISTANCE OF 50.65 FEET; THENCE NORTH 38 DEGREES 07 MINUTES 37 SECONDS WEST, A DISTANCE OF 95.67 FEET TO A POINT ON A WESTERLY LINE OF THE AFOREMENTIONED TRACT "FD2, GARDENS AT HAMMOCK BEACH"; THENCE NORTH 01 DEGREES 27 MINUTES 08 SECONDS WEST, A DISTANCE OF 968.01 FEET TO THE POINT OF BEGINNING.

SUMMERTOWN

PROPERTY OWNED BY PALM COAST INTRACOASTAL, LLC

LEGAL DESCRIPTION
COMP PLAN AMENDMENT

A PARCEL OF LAND IN THE SOUTH 1/2 OF SECTION 11, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF GOVERNMENT SECTION 11, TOWNSHIP 12 SOUTH, RANGE 31 EAST AS MONUMENTED BY A 4" X 4" CONCRETE MONUMENT INSCRIBED WITH A "T"; THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 11 NORTH 88°51'19" EAST A DISTANCE OF 2,591.75 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°06'41" EAST A DISTANCE OF 1,287.36 FEET; THENCE NORTH 88°28'36" EAST A DISTANCE OF 680.27 FEET; THENCE SOUTH 01°24'50" EAST, A DISTANCE OF 345.10 FEET; THENCE SOUTH 88°36'24" WEST, A DISTANCE OF 150.00 FEET; THENCE SOUTH 01°28'15" EAST, A DISTANCE OF 300.30 FEET; THENCE NORTH 88°36'24" EAST, A DISTANCE OF 150.00 FEET; THENCE SOUTH 01°08'43" EAST, A DISTANCE OF 24.77 FEET; THENCE NORTH 88°54'22" EAST, A DISTANCE OF 749.54 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD 201, (ALSO KNOWN AS JOHN ANDERSON HIGHWAY); THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE, SOUTH 18°11'55" EAST, A DISTANCE OF 401.46 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE, SOUTH 77°14'08" WEST, A DISTANCE OF 99.57 FEET; THENCE SOUTH 01°16'02" EAST, A DISTANCE OF 216.94 FEET; THENCE SOUTH 88°50'35" WEST, A DISTANCE OF 126.47 FEET TO A POINT ON THE SOUTHERLY LINE OF AFORESAID SECTION 11; THENCE ALONG SAID SOUTHERLY LINE SOUTH 88°51'19" WEST, A DISTANCE OF 1,350.55 FEET TO THE POINT OF BEGINNING.

SUMMERTOWN

PROPERTY OWNED BY VERANDA BAY INVESTMENTS LLC

LEGAL DESCRIPTION
COMP PLAN AMENDMENT

A PORTION OF LOTS 1, 3, 7, 8 AND 9, AND ALL OF LOTS 4, 10, 11 AND 12, BLOCK C, BUNNELL DEVELOPMENT COMPANY'S LAND AS RECORDED IN PLAT BOOK 1, PAGE 1, IN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, TOGETHER WITH A PORTION OF GOVERNMENT SECTION 14, 38, AND 39, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, SITUATED IN GOVERNMENT SECTIONS 11, 14, 38 AND 39, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY (STATE ROAD 201) AND THE NORTH LINE OF SAID SECTION 38-12-31; THENCE SOUTH 71°47'17" WEST, A DISTANCE OF 100.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY (STATE ROAD 201), ALSO BEING THE POINT OF BEGINNING; THENCE ALONG SAID WEST RIGHT OF WAY LINE THE FOLLOWING THREE COURSES: SOUTH 18°10'26" EAST, A DISTANCE OF 3,184.36 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1,196.28 FEET, A CENTRAL ANGLE OF 22°09'26" AND A CHORD DISTANCE OF 459.74 FEET WHICH BEARS SOUTH 29°14'21" EAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 462.62 FEET; THENCE SOUTH 40°21'41" EAST, A DISTANCE OF 776.28 FEET; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE SOUTH 69°18'47" WEST, A DISTANCE OF 1,433.82 FEET, THENCE NORTH 20°41'22" WEST, A DISTANCE OF 995.98 FEET, THENCE NORTH 24°04'44" WEST, A DISTANCE OF 1,618.01 FEET; THENCE NORTH 86°17'06" WEST, A DISTANCE OF 2,604.28 FEET; THENCE NORTH 60°37'10" WEST, A DISTANCE OF 341.50 FEET; THENCE NORTH 43°23'02" WEST, A DISTANCE OF 2,172.87 FEET, THENCE NORTH 30°47'31" EAST, A DISTANCE OF 1,526.35 FEET; THENCE NORTH 45°31'15" EAST, A DISTANCE OF 902.38 FEET; THENCE NORTH 40°14'18" WEST, A DISTANCE OF 1,732.75 FEET; THENCE NORTH 06°10'40" WEST, A DISTANCE OF 189.68 FEET; THENCE NORTH 00°15'33" WEST, A DISTANCE OF 614.90 FEET; THENCE NORTH 88°32'16" EAST, A DISTANCE OF 257.93 FEET; THENCE NORTH 01°27'08" WEST, A DISTANCE OF 1,087.72 FEET TO A POINT ON THE SOUTH LINE OF STATE ROAD NO. 100; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE SOUTH 89°29'03" EAST A DISTANCE OF 959.81 FEET; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE SOUTH 00°30'57" WEST, A DISTANCE OF 210.00 FEET; THENCE SOUTH 89°29'03" EAST, A DISTANCE OF 210.00 FEET; THENCE SOUTH 00°30'57" WEST, A DISTANCE OF 389.92 FEET; THENCE SOUTH 89°28'38" EAST, A DISTANCE OF 822.42 FEET; THENCE SOUTH 00°06'48" EAST, A DISTANCE OF 1,704.61 FEET; THENCE NORTH 88°51'12"EAST, A DISTANCE OF 1,350.55 FEET; THENCE SOUTH 01°10'32" EAST, A DISTANCE OF 660.84 FEET; THENCE NORTH 88°37'17" EAST, A DISTANCE OF 158.75 FEET; THENCE SOUTH 18°14'40" EAST, A DISTANCE OF 330.09 FEET; THENCE NORTH 88°50'11" EAST, A DISTANCE OF 330.04 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY (STATE ROAD 201); THENCE ALONG SAID RIGHT OF WAY LINE SOUTH 18°15'00" EAST, A DISTANCE OF 1,788.60 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT: THE LAND CONTAINED IN THE QUIT CLAIM DEED TO EAST FLAGLER MOSQUITO CONTROL DISTRICT RECORDED IN OFFICIAL RECORDS BOOK 1620, PAGE 434, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING 0.89 ACRES, MORE OR LESS.

LESS AND EXCEPT: THE LAND CONTAINED IN THE SPECIAL WARRANTY DEED TO FLAGLER COUNTY RECORDED IN OFFICIAL RECORDS BOOK 1636, PAGE 1694, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING 81.32 ACRES, MORE OR LESS.

LESS AND EXCEPT: THE LAND CONTAINED IN THE SPECIAL WARRANTY DEED TO HIGHWAY 100 COMMERCIAL LLC RECORDED IN OFFICIAL RECORDS BOOK 1789, PAGE 750, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING 18.94 ACRES, MORE OR LESS.

LESS AND EXCEPT: TRACT PL-2 OF THE VACATED PLAT OF GARDENS AT HAMMOCK BEACH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 35, PAGES 80 THROUGH 100, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING A TOTAL OF 13.17 ACRES, MORE OR LESS.

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

ORDINANCE NO. 2025-26

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING THE OFFICIAL ZONING MAP DESIGNATION FOR APPROXIMATELY 545.54 ACRES OF CERTAIN REAL PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
    a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
    b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality
    c. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
    d. Section 553.73, Florida Statutes, relating to the Florida Building Code; or

[1] See Section 166.041(4)(c), Florida Statutes.

e. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

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

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

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

Michael D. Chiumento III, Esq.
Chiumento Law, PLLC.
145 City Place, Suite 301
Palm Coast, FL 32164

---------- [SPACE ABOVE THIS LINE FOR RECORDING DATA] ----------

~~**VERANDA BAY**~~

~~**AMENDED AND RESTATED**~~

SUMMER TOWN

MASTER PLANNED DEVELOPMENT AGREEMENT

THIS ~~AMENDED AND RESTATED~~ MASTER PLANNED DEVELOPMENT AGREEMENT, (this "Development Agreement") is made and executed this ___ day of _____, ~~2024~~2025 by and between the CITY OF FLAGLER BEACH, a Florida municipal corporation (the "City"), with an address at 105 S. Second St., Flagler Beach, Florida, 32136, and the master developer of the Subject Property, VERANDA BAY INVESTMENTS, LLC, 3129 Springbank Lane, Suite 201, Charlotte, NC, 28226 ("Veranda Bay" or "Declarant"), PALM COAST INTRACOASTAL, LLC, a Florida limited liability company with an address at 3129 Springbank Lane, Suite 201, Charlotte, NC 28226 ~~(The "Declarant").~~("PCI"), and HIGHWAY 100 COMMERCIAL, LLC ("HC 100") whose address is 800 North Highland Ave, Suite 200, Orlando, Florida 32803 (hereinafter collectively referred to as the "Owners")

RECITALS.

A. In 2005, Flagler County adopted Ordinance 2005 -22 recorded at O.R. Book 1429, Page 19, et seq., Public Records of Flagler County, Florida which rezoned and approved the negotiated PUD Development Agreement (the "2005 Development Agreement") for a mixed-use development affecting approximately 1,999 acres of land.

~~B.~~ As negotiated in the 2005 Development Agreement, the owner conveyed approximately 1,100 acres of land designated as environmental lands to Flagler County for the purpose of public services, preservation, conservation, and public recreation for

B. the benefit of citizens of Flagler County. In addition, the owner conveyed to the County two parcels of land for a public boat ramp and for public safety. These lands conveyed to the County are collectively called the "Public Land".

C. As negotiated in the 2005 Development Agreement, the remaining +/- 899 acres of land (the "2005 PUD Property") is permitted to be developed as a mixed-use development ~~and was~~with a portion of it having been annexed into the City of Flagler Beach, Flagler County, Florida, on the Effective Date of this Agreement ~~(**Exhibit "A").**~~and subject to this Development Agreement.

D. The Declarant ~~also~~ owns ~~two parcels of a land, totaling +/- 54.8~~495 acres~~, which are located directly adjacent to the PUD Property (**Exhibit "A"**) within the City~~ of land (the "Declarant ~~Parcel") and which have a land use designation of residential uses.~~Lands") located west of John Anderson Highway as depicted on **Exhibit "A"** and specifically described as **Exhibit "A".**

E. The Declarant is the authorized agent for HC 100 which owns approximately 18.94 acres of land (the "HC 100 Lands") located west of John Anderson Highway along SR 100 as depicted on **Exhibit "A"** and specifically described as **Exhibit "A"**.

F. The Declarant is the authorized agent for PCI which owns +/- 31.5 acres of a land (the "PCI Lands") located west of John Anderson Highway along SR 100 as depicted on **Exhibit "A"** and specifically described as **Exhibit "A"**.

G. The Declarant Lands, the HC Lands, and the PCI Lands shall collectively hereinafter be referred to as the "Subject Property".

~~E.~~H. The Declarant desires to rezone the Subject Property, amend the ~~presently approved development plan for the PUD Property and the Declarant Property (collectively, the "Subject~~

~~Property; **Exhibit "A"**) by creating a~~present entitlements, and create one single integrated mixed-use community ~~providing for a marina and other amenities~~.

~~F. Subsequent to the effective date of the 2005 Development Agreement, the Declarant properly developed and conveyed a portion of the PUD Property (the "Approved Properties"; **Exhibit "B"**) to third parties for uses including but not limited to single-family residential lots.~~

~~G.~~I. The Declarant has the sole authority to ~~amend the terms and conditions of the 2005 Development Agreement~~seek a rezoning of the Subject Property as permitted by law.

~~H.~~J. The City's Comprehensive Plan shows the Subject Property, *infra*, designated as Low Density Residential and Commercial on its Future Land Use Map.

~~I.~~K. Based upon the finding of facts and conclusions of law, the City Commission determines that this Development Agreement is consistent with the City's Comprehensive Plan, the City's Land Development Regulations (~~2024~~2025) (the "LDR 2025"), and that the conditions, terms, restrictions, and requirements set forth herein are necessary for the protection of the public health, safety, and welfare of the citizens of the City.

~~J.~~L. The City Commission further finds that this Development Agreement is consistent with an exercise of the City's powers under the *Municipal Home Rule Powers Act*, Article VIII, Section 2(b) of the *Constitution of the State of Florida*, Chapter 166, *Florida Statutes*, the *City Charter*, other controlling laws, and the City's police powers.

~~K.~~M. This is a non-statutory Development Agreement which is not subject to or enacted pursuant to the provisions of Sections 163.3220 -163.3243, *Florida Statutes*.

~~L.~~N. The Parties, therefore, desire to ~~amend and restate the 2005~~rezone the Subject

Property, making it subject to this Development Agreement ~~affecting the Subject Property~~.

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

SECTION 1. RECITALS.

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

SECTION 2. REPRESENTATIONS OF DECLARANT.

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

SECTION 3. THE PROJECT & MPD MASTER PLAN.

(a) The Declarant shall continue to develop the Subject Property as a mixed-use development generally consistent with the MPD Master Plan (**Exhibit "~~C~~B")** hereinafter referred to as the "Project".

~~(b)~~ This Project is a mixed-use, low-density development focused on providing significant Open Space, including preserved lands. The Project provides for low density residential development~~,~~ and commercial development along State Road 100 ("SR100~~") and a marina village.~~"). The residential uses shall include multiple types of housing opportunities such as low-~~-~~density residential development, medium-~~-~~density multi-family uses, and high-~~-~~density multi-family uses; none exceeding thirty-~~-~~five ~~feet~~ (35') feet in height. Property designated as Commercial, generally located adjacent to SR100, is intended to provide shopping, office and other commerce and economic development opportunities for the Project's residents and the general public. However, this area may also be developed into a mixed-use center where residential uses are integrated with the general commercial uses to further the concept of "work, shop and play". ~~The commercial area identified adjacent to the~~

Intracoastal Waterway ("ICW") is intended to be developed into a commercial or private marina which may include

(b) ~~a ship store, restaurants, retail uses or other commercial uses integrated with medium density to high density residential uses.~~ The Project will preserve a minimum of forty percent (40%) of the Project ~~(+/- 300 acres)~~ as Open Space, which includes, but is not limited to, preserved lands subject to passive recreation, buffers and wetlands. Recognizing that approximately 1,100 acres of land were previously dedicated to the County for (i) preservation, ~~(ii) access to the ICW,~~ and (~~iii~~ii) public safety, the Parties agree that the Project benefits the entire Flagler County community, including the residents of the City of Flagler Beach. The Project's density and intensity are provided below.

Project	~~899~~545 ac.
Residential units (max.)	~~2200~~1,640 units (~~2.4~~3.0 units/ac)
Commercial density (max.)	~~650~~840,000 sq ft
Open Space ~~(40%)~~	>~~300 ac.~~40%

(c) The MPD Master Plan is conceptual in nature and subject to change as permitted by this Development Agreement. The locations of improvements are graphical in nature and will be located as the Project is designed, permitted and approved by the City. For example, the location of sidewalks, stormwater ponds, and other improvements noted on the MPD Master Plan are not required to be constructed in the exact locations as shown. The Parties agree that all such improvements will be engineered and located on each tract, or portion thereof, as developed and subsequently approved by the City.

SECTION 4. APPROVAL OF MPD DEVELOPMENT AGREEMENT, MPD MASTER PLAN APPROVAL, AND DEVELOPMENT REVIEW PROCESS.

The City Commission, at its regular meeting on _____, ~~2024~~2025 and pursuant to Ordinance ~~2024~~2025-__, adopted this Development Agreement affecting the Subject Property. This Development Agreement *supersedes* prior agreements to avoid conflicting obligations.

(a) The MPD Master Plan generally depicts the layout of the Project and delineates the approximate property boundaries, Spine Road (as defined below), Project entrances, general location of Tracts and intended uses, all of which may be further refined in the future at the discretion of the Declarant. Moreover, the MPD Master Plan satisfies the requirements of the City's Comprehensive Plan, the LDR 2025 and other City regulations, including but not limited to City Ordinance 2024-06 and can proceed directly to applications for preliminary plat or site plan approval.

~~(b) The MPD Master Plan contains a level of detail satisfactory to permit the Project or portions of it to proceed directly to Preliminary Plat and/or Site Plan approval of any portion of the Subject Property which shall be approved by the City.~~

~~(c) This Development Agreement (i) does not affect the entitlements, rights or responsibilities of any owner of the Approved Properties and (ii) affirms any and all vested rights of the Approved Properties as provided in the 2005 Development Agreement and the Approvals as defined by City of Flagler Beach Ordinance 2024-_ (the "Pre-Annexation Agreement").~~

~~(d) The development of the Project has commenced, satisfies all timing or phasing~~

~~requirements by the City's Comprehensive Plan and LDR, and is therefore deemed to be ongoing. Absent written notice from the Declarant to the City abandoning the Project or terminating this Agreement, this Agreement shall not expire or lapse. Notwithstanding, in the event development activities cease for a period of ten (10) years, this Agreement shall expire unless otherwise agreed to by the parties.~~

~~(~~e(c) The Parties agree and acknowledge that, in the event, the Declarant obtains title to any portion of those Public Lands (13-12-31-2850-~~0PL30-0000; 13-12-31-2850-~~0FD20-0010 ~~and~~or 13-12-31-2850-0PL20-0000) previously dedicated to the County~~-~~, the Parties shall in good faith annex such into the City, amend its land use designation and rezone the property in a manner that is consistent with adjacent lands owned by the Declarant or its assigns.

SECTION 5. MODIFICATIONS TO THE DEVELOPMENT AGREEMENT & MPD MASTER PLAN.

Modifications to the exact location of Tracts, roadways, primary sidewalk/pathway systems, and other improvements generally depicted on the MPD Master Plan are anticipated to change ("Minor Modifications") and shall be approved by the City Manager or its designee (the "Land Use Administrator" or "LUA") during review of construction documents, site plans, or Preliminary Plat for the Project or portions thereof, as long as the development standards contained in this Development Agreement are maintained. Moreover, the Land Use Administrator shall approve a Minor Modification in writing, without City Commission approval, for modifications to the Development Agreement, MPD Master Plan and any construction documents and Preliminary Plat for the Subject Property, provided that: (1) the maximum building height and maximum number of residential units permitted are not exceeded; (2) the Project setbacks from adjacent properties, Bulow Creek or buffers along

John Anderson Highway are not modified; or (3) the approved plans maintain the general development standards in this Development Agreement. The Declarant may challenge the LUA's denial of a Minor Modification and, in writing, request a hearing before the City Commission which will, in good faith, decide whether the change is deemed a Minor Modification. Only proposed changes that affect criteria (1) ~~thru~~through (3) above shall require City Commission approval or be deemed to require a rezoning, as provided by *Florida Statutes*, Chapter 163, or the City's regulations. Otherwise, a Minor Modification or other change shall be deemed to be de minimis and shall be approved by the LUA as provided above.

SECTION 6. PERMITTED USES.

The Declarant agrees to fully comply with the following uses and restrictions on the Subject Property. The Declarant must develop the Project generally consistent with the MPD Master Plan with the following approved uses on each Tract (**Exhibit "~~D~~C"**), as provided by the table below. The design standards for the permitted use on each Tract shall comply with design standards provided in Section 12.1, Lot Dimensional Standards, below:

TRACT	ZONING DISTRICT	APPROVED USES
~~A~~	~~Residential~~	~~SFR, Town House and Conservation~~
~~B~~1	Residential	SFR, Town House, Multi-family
~~C~~2	Residential	SFR, Town House, Multi-family
~~D~~3	Residential	SFR, Town House, Multi-family
~~E~~4	Commercial	Mixed-Use, Commercial, Town House, Multi-family~~, Marina~~

~~F~~	~~Residential~~	~~SFR, Town House, Multi-family~~
~~G~~	~~Residential~~	~~SFR, Town House, Multi-family~~
~~H~~	~~Residential~~	~~SFR, Town House, Multi-family~~
~~I~~5A & 5B	Commercial	Mixed-Use, Commercial, Town House, Multi-family
~~J1 & J2~~	~~Commercial~~	~~Mixed-Use, Commercial, Town House, Multi-family~~
~~K~~6	Residential	SFR, Town House, Multi-family
~~L~~7	Residential	SFR, Amenity
~~M~~	~~Residential~~	~~SFR~~

(a) SFR: The purpose of the Single-Family Residential (SFR) uses is to provide areas for detached single-family dwellings and accessory use, including ancillary dwelling units permitted by State statutes and the Declarant. ~~SFR uses adjacent to the ICW shall be permitted to construct docks in any configuration designated by the Declarant, subject only to State and Federal permitting requirements.~~ SFR uses adjacent to Bulow Creek shall be prohibited from constructing docks along Bulow Creek.

(b) Town House: This use permits two or more attached or shared wall single-family units. Town House may include fee simple or condominium ownership models. Town House units may be constructed with one car garages, so long as minimum parking standards are met. In addition, duplex homes under single ownership are permitted.

(c) Multi-family: The purpose of ~~the~~ multi-family use is to provide areas for attached housing, and medium-density to high-density apartments or condominiums. These uses also allow for assisted living or nursing homes.

(d) Commercial: This use is to provide areas for general commercial and office

uses to meet the community-wide demand for retail, services, business, and employment opportunities. Specific uses are provided by the City Ordinance 2024-06 with additional permitted uses being amphitheaters~~,~~ and farmers markets~~, mooring docks and marina facilities~~. Commercial uses may also include residential uses to establish mixed-use neighborhood nodes consistent with Section 16, below.

(e) Mixed-Use: This use supports economic development by providing a specific, defined location where multiple opportunities for working, shopping, entertainment, lodging, and living are provided. Recognizing that Tracts may include both commercial and residential uses, the mixed-use allows for designs to integrate commercial and residential (attached or detached) uses to achieve this goal. For example, mixed-use allows for buildings to provide commercial uses on the first floor with residential above.

(f) Conservation: This use allows areas within the Project to generally remain in their natural vegetative state upon which development may proceed with restrictions. The use permitted to be developed in Conservation areas are restricted to: 1) open space parks, 2) recreation areas, 3) public facilities/utilities, and 4) uninhabitable structures. The Conservation use designation shall be permitted on any Tract despite not being designated in the table above.

SECTION 7. VEHICULAR/NON-VEHICULAR AND PEDESTRIAN ACCESS, AND INTERCONNECTIVITY.

(a) The MPD Master Plan integrates pedestrian, bicycle, and vehicular traffic circulation systems within the Project and within adjacent right-of-way(s). All uses shall have access to a roadway or shared driveway(s) and may, but are not required to, front on a dedicated

road. The City, but not the general public, shall be granted access at all times to all private roadways to ensure that public safety is maintained.

(b) During the subsequent design and development stage of the Project, the Declarant shall coordinate with the Flagler County School District for a school bus stop location, if necessary.

(c) As depicted on the MPD Master Plan, the Spine Road (*defined below*) shall be a public right-of-way. The MPD Master Plan depicts various Tracts intended for development accessing the Spine Road, the final location of such is at the sole discretion of the Declarant. The Spine Road shall be designed and constructed to also accommodate pedestrian traffic for the benefit of the general public, and as generally depicted on **Exhibit "~~E~~.D"**

~~(d) Vehicular and pedestrian access from the Project to Palm Drive shall be expressly prohibited.~~

SECTION 8. LAND DEVELOPMENT CODE PARTIAL NON-APPLICABILITY.

The development of the Project shall proceed in accordance with the terms of this Development Agreement. In the event of a conflict between the terms of this Development Agreement and the MPD Master Plan, the provisions of this Development Agreement shall prevail. In the event of an inconsistency or conflict between the terms of this Development Agreement and the LDR 2025, the terms and provisions of this Development Agreement shall prevail. Where specific requirements are not contained in this Development Agreement, the LDR 2025 shall apply to the extent that it does not conflict with the provisions of this Development Agreement or the general intent of the MPD Master Plan. Moreover, the Parties agree that the City's LDR (~~2024~~2025) shall be applied and any subsequent changes to such shall

have no effect unless the Declarant elects, at its sole discretion, to comply with such change to the LDR 2025.

SECTION 9. FACILITY COMMITMENTS.

(a) Unless provided elsewhere in this Development Agreement or other agreement, the Declarant agrees that the City is not responsible for the construction or creation of public facilities or capacity to facilitate the development of the Subject Property. As a material inducement for entering into this Agreement, the City represents and warrants that it presently has and shall maintain potable water and wastewater capacity for the Project, each of which is estimated to be ~~850~~576,000 gallons per day, and the failure to provide such shall be deemed a breach of this Agreement subject to damages. Therefore, the City shall reserve sufficient potable, wastewater, and reuse water capacity for the Project, and if such reservation cannot be immediately satisfied by the City when requested by the Declarant, the Parties agree that the Declarant may, at its sole discretion and without objection from the City, construct private services or obtain such services from other providers including adjacent municipalities. The City discloses that Veranda Bay and Summertown's impact are taken into consideration in the current Mobility Plan Assessment as required to implement a mobility impact fee. Additionally, the City discloses the upcoming Park Plan Assessment and hereby disclose it has yet to assess/study impacts and subsequently what the impact if any for a marina, dry, and wet slips.

(b) Private & Public Improvements: The Declarant agrees to construct the following on-site improvements at the Declarant's sole and exclusive expense as a condition of this Development Agreement, and in addition to the payment of all impact fees relating to

the development of the Subject Property, unless otherwise provided for herein:

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

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

iii. Nothing herein shall be deemed a prohibited exaction under *Florida Statutes*, Section 70.45, and Declarant agrees it has not suffered any damages under that statute.

(c) Sidewalks and Pedestrian Paths: The Declarant shall provide an internal integrated system of sidewalks to ensure that pedestrians maintain access to all uses. The Declarant shall require homeowners to construct community sidewalks a minimum of five (5) feet wide on at least one side of the internal roadway system, as may be determined by the Declarant. In addition, the Declarant may provide stabilized pedestrian trails in other areas of the Project, as permitted by governmental permits for the purpose of providing recreational opportunities, connectivity and open space. Moreover, the Declarant shall construct an eight foot (8') multi-use trail along the Spine Road connecting SR100 to John Anderson Highway as generally depicted on the MPD Master Plan and **Exhibit "E".**

(d) Access: Ingress and egress to the Project shall be provided, constructed, and dedicated to the City as a public roadway between SR100 and John Anderson Highway, as generally depicted on the MPD Master Plan (the "Spine Road"). Prior to dedication, at the

Declarant's sole discretion, Declarant (or its assigns) may reserve an easement over the Spine Road for purposes of signage, enhanced landscape maintenance, Tract access and construction. Moreover, the development of Tracts may be gated from the Spine Road and other public rights of way. The cost of design and construction of the Spine Road shall be eligible for transportation impact fee credits on a dollar-for-dollar basis.

(e) Spine Road Construction. If after the ~~600th~~150th home is completed within the ~~residential areas of Veranda Bay~~Project, the construction of the Spine Road connection from State Road 100 to John Anderson Highway is not completed, no further building permits will be issued for new home construction within the Project until the Spine Road construction is complete. ~~However, in no event shall the City refuse to issue building permits for those residential lots identified by Flagler County's approval of Application#3210, the Preliminary Plat for the Hammock Beach River Club PUD (a/k/a the Gardens PUD)...~~

(f) Stormwater System: The Declarant shall be responsible for designing, permitting, constructing, and maintaining the means of conveyance of stormwater runoff within the Project including, but not limited to, all stormwater lines, ditches, culverts, and other stormwater facilities that are necessary to convey and treat stormwater runoff (the "Stormwater System"), as generally depicted on **Exhibit "F".** This is graphical in nature, subject to change and intended to only provide a conceptual model subject to final permitting including but not limited to the City's preliminary plat approvals.

(g) Parks And Recreation: Given (i) the prior conveyance of the Public Lands, including the public boating facility land to Flagler County, and (ii) the active and passive recreational obligations found herein, the Project satisfies the City's Comprehensive Plan and the City's recreational level of service. Notwithstanding, the Declarant shall provide one or

more active recreational facilities ~~west of John Anderson Highway~~ for the benefit of the Project's residents. Declarant will cooperate with Flagler County to provide public park access to Bulow Creek in the southwest portion of the Project through the parcel currently owned by the County or an equivalent property. A maximum of three (3) community docks or community viewing platforms shall be permitted on Bulow Creek subject to state, federal and county approval.

In addition to the above, the Declarant shall dedicate and convey to the City~~: (i)~~ a ~~four (4~~two (2) acre park site ~~with direct access to John Anderson Highway, and (ii) Two (2) one acre park sites~~ with direct access to the Spine Road and the multiuse trail constructed by the Declarant. The parties may mutually agree in writing to the Declarant's design, permitting and construction of improvements on the aforementioned park sites. In the event such agreement requires the Declarant to make improvements to the park sites, the Declarant shall be entitled to receive City park impact fee credits for the costs of such park improvements.

(h) Community Development Districts: The City agrees and acknowledges that the ~~Annexed~~Subject Property is subject to the Gardens at Hammock Beach Community Development District, Flagler County, Florida ("District"), Chapter 190, *Florida Statutes*, which was initially established by Flagler County. The City agrees that it shall accept and acknowledge the powers granted to the District pursuant to State law. The City agrees to execute all documents that may be necessary or take any action necessary to transfer the local government jurisdiction to the City, to the extent such may be necessary. In addition, the City agrees and acknowledges that it will, in good faith, assist the Declarant, at Declarant's sole discretion, to amend the District's existing boundaries~~. The~~ by removing the Subject Property from the District. In addition, the City shall, at the request of the Declarant, assist the Declarant

to establish an additional community development district governing that portion of the ~~Annexed~~Subject Property ~~west of John Anderson Highway,~~ which shall be permitted to finance, fund, plan, establish, acquire, construct, enlarge or extend, equip, operate and maintain projects, systems and facilities for the purposes described in Section 190.012, *Florida Statutes*, including but not limited to, any transportation improvements that may be required by this Development Agreement or other permit.

(i) Agriculture/Silviculture: The Subject Property has been and will continue to be used for silviculture purposes. Silviculture activities may continue to occur on the Subject Property until that portion of the Subject Property approved for development obtains all necessary permits and construction commences. All silviculture activities shall continue to comply with all Federal and State requirements. All silviculture activities shall comply with the State of Florida Division of Forestry Best Management Practices. The Subject Property shall therefore remain eligible for all agricultural exemptions as provided by law.

SECTION 10. DEVELOPMENT STANDARDS.

(a) Parking: Parking requirements for each Tract shall be consistent with the LDR 2025, unless provided for elsewhere in this MPD Agreement. The calculation of minimum parking space requirements for the development of any Tract or subsequently platted lot may include excess parking spaces from another Tract or lot, so long as the aggregate number of parking spaces required for both is satisfied. Additionally, the Declarant may have shared parking facilities serving more than one use or Tract, only if the Declarant provides analysis from a traffic engineer that the different uses or mixed-uses will have different peak hour parking demands and sufficient parking will be provided as required by the LDR 2025. The calculation

of minimum parking space requirements for the development of any Tract may be determined by the Declarant, subject to the recommendation of a duly licensed traffic engineer. Multi-family developments shall require 1.75 parking spaces/unit or more, as determined by the Declarant.

(b) Open Space: Minimum open space shall be ~~359.6 acres [~~forty percent (40~~%)]~~%) of the Project ~~in its entirety including a minimum of 90.42 acres of conservation and 45 acres of landscape/wetland buffers~~. Tracts may be developed with less open space, so long as the aforementioned requirement for the Project is maintained. Open space is defined by Ordinance 2024-06 and the flexibility defined therein shall be approved by the Land Use Administrator. Open space shall be maintained by either the Community Development District, a property owners association, a mutually agreeable conservation easement, or other method satisfactory to the Declarant. Based on the obligations of this Development Agreement and the prior conveyance of the Public Lands, the City's open space requirements provided in its Comprehensive Plan, LDR 2025 and other regulations is satisfied.

(c) Water/Wastewater/Reuse: The Declarant shall convey all on site water, waste water and reuse improvements being served by the City to the City, pursuant to the City's standard utility agreement. The City shall not charge fees to a community development district or a property owners association for the use of City reuse water for common areas until the later of (i) January 1, 2034 or (ii) for ten (10) years after the City provides reuse water to the Project. Moreover, the City shall not require the Declarant to prepay water and sewer "impact", "connection" or "CIAC" fees until the City issues a building permit for a residential or non-residential structure.

(d) Transportation: The Parties accept the traffic study performed by Chindalur

Traffic Solutions, Inc. (the "Transportation Study"), including its conclusions which are incorporated herein by reference. Notwithstanding, the Declarant shall be obligated to comply with Florida Department of Transportation requirements for its impacts to SR100. As for impacts to John Anderson Highway, the Declarant shall construct improvements as may be provided in the Transportation Study ~~and as depicted on the MPD Master Plan~~ ("Traffic Improvements") at such time as deemed necessary in the Transportation Study. The Declarant shall be obligated

for all the cost of design, permitting and construction of all required Traffic Improvements identified in the Transportation Study. The Project shall be deemed vested and no additional off site transportation improvements shall be required to be constructed by the Declarant.

(e) Drainage: The Declarant shall construct and maintain a stormwater management system that provides treatment and attenuation as required by St. Johns River Water Management District (SJRWMD) and the LDR 2025. Stormwater piping, swales and ditches shall be designed to convey a five (5) year, twenty-four (24) hour storm event. Stormwater detention facilities shall be designed to meet the water quality and attenuation requirements of SJRWMD. Any impact to a flood zone shall be solely regulated by ~~SRJRMD~~SJRWMD, FEMA or other applicable State and Federal agencies. Permits issued by these agencies shall be ~~determinative~~ determined to ensure that the proposed impact satisfies any and all City ~~regulations, codes and ordinances~~requirements, including but not limited to the City's Comprehensive Plan. As provided in the Pre-Annexation Agreement and upon request, the City shall timely cooperate with Declarant to obtain a CLOMR(s) or LOMAR(s) as issued by FEMA. In addition, the Declarant shall adopt and require construction standards

for residential homes to have a finished floor elevation at or above the FEMA 100 yr flood plain elevation.

(f) Landscaping, Tree and Vegetation Protection: Landscaping requirements adjacent to SR100 and John Anderson Highway shall be subject to this Development Agreement and the LDR. (2025). All other landscaping design and requirements shall comply with those standards provided in **Exhibit "I"G** which may be amended from time to time. No potable water shall be used for irrigation after sufficient stormwater or reclaimed water sourcecapacity becomes available in adequate quantitiesfor the entire Project. Efforts to preserve and enhance the Project's design will be achieved, by the Declarant, through adjustments of building, parking, roadway and stormwater locations and through supplemental landscaping that will blend with the natural look yet carefully accentuate the residential areas, entrances, and other common spaces. General landscaping around parking lots, roadways, entrances, residential and commercial buildings, and other common areas will be landscaped with ornamental and native plant materials when possible. Within residential common areas, fifty percent (50%) of the total planted vegetation, by aerial extent, shall consist of native, drought-tolerant or waterwise vegetation. Native or drought-tolerant plants include those in the SJRWMD's Waterwise Florida Landscapes, the Florida Native Plant Society's list of native landscape plants for Flagler County, A Gardener's Guide to Florida's Native Plants (Osorio 2001), or comparable guidelines prepared by the Florida Department of Agriculture and Consumer Services, SJRWMD, Florida Fish and Wildlife Conservation Commission or Florida Department of Environmental Protection. All ornamental landscape beds and lawn areas will have supplemental irrigation. Flexibility of the MPD Master Plan shall allow for further refinement of site development, and landscaping.

The Declarant shall require (i) three (3) shade trees for each single-family detached lot and (ii) a shade tree every eighty (80) feet along each side of the Spine Road. Tree and vegetation protection, removal, conservation, and mitigation requirements shall be governed by this Development Agreement. In consideration of (i) the approximately 1,100 acres previously conveyed to the County, (ii) the forty percent (40%) minimum open space required for the Project as provided in Section 10(b) above, (iii) the Declarant's significant commitment herein to extensive landscaping along the Spine Road, (iv) the Declarant's commitment herein to require three (3) shade trees for each single-family detached lot, (v) the Declarant's commitment herein to incorporate drought-tolerant vegetation and (vi) the Declarant's commitment to a significant investment in a reuse water distribution system, the removal of trees and vegetation shall be allowed to the extent the removal of such is necessary as solely determined by the Declarant, to provide infrastructure, stormwater, utilities, recreational opportunities or finished lots. Mitigation for tree and vegetation removal shall ~~not~~ be required, ~~except~~ as provided in the paragraph below.

During the platting process ~~of individual tracts~~, the Declarant shall provide the City a tree survey depicting the location of viable specimen trees within the tract being platted as defined by the City's LDR 2025 (excluding pine and palm trees) with diameters of thirty inches (30") or greater ("Distinct Trees"). The Declarant shall make efforts to protect Distinct Trees as part of its design and development of ~~individual tracts.~~parcels. If the Declarant or its assigns determines that it is necessary to remove Distinct Trees, the removal shall be allowed and the Declarant shall mitigate said tree removal by paying to the City a fee (the "Distinct Tree Mitigation Fee"). The Distinct Tree Mitigation Fee shall be calculated as twenty~~-~~five dollars ($25.00) per diameter inch of Distinct Trees removed. The Distinct Tree Mitigation Fee shall be

due and payable within sixty (60) days after Final Plat approval. Notwithstanding the above, the cost to mitigate the removal of any one Distinct Tree as provided in this section shall not exceed $4,000.00. Diseased or dying trees, as certified by a licensed arborist, may be removed by the Declarant and shall be exempt from mitigation as provided in this section.

All other trees and vegetation, including but not limited to all species of pine trees and palm trees, may be removed without mitigation or permit.

A Community Development District ~~or,~~ Property Owners Association or Home Owners Association shall be permitted to use temporary wells and stormwater for the Project's irrigation until sufficient reuse capacity is available for the entire Project, subject only to permits issued by the state or federal agencies. Notwithstanding the foregoing, private wells shall be prohibited on individual single-family lots.

(g) John Anderson Buffer. The Developer shall provide a 25-foot minimum and 50-foot average buffer along the limits of the Project boundary that coincides with the western side of John Anderson Highway right of way.

~~(g)~~(h) Lighting: All lighting, including but not limited to all pole mounted lighting, shall be designed to minimize light pollution to off-site properties and to comply with the LDR 2025, unless otherwise agreed to by the LUA. In addition, development within one hundred feet (100') from Bulow Creek shall use low level lighting shielded from view to minimize its impact to the natural environment.

~~(h)~~(i) Fire Protection: The Declarant previously donated to Flagler County a three (3) acre parcel of land for a fire station to serve the Project and the residents along John Anderson Highway. Fire protection requirements for the Project will be met through a system of fire hydrants installed on the Project by the Declarant in accordance with City standards. The

locations of fire hydrants shall be shown on all construction documents, technical site plans, or preliminary plats. The Project shall comply with the City's fire protection requirements. The City will provide fire protection services to the Project in accordance with established local response agreements.

~~(i)~~(j) Utilities: The Declarant shall ~~not~~ be responsible for any costs associated with the extension of City utilities to the Subject Property that may be required to serve this Project. Notwithstanding, all City utilities, including water and sewer, constructed in or adjacent to the Spine Road shall be eligible to receive connection fee credits on a dollar-for-dollar basis.

~~(j)~~(k) Interconnectivity and Access: All units within the Project ~~shall be~~maybe interconnected by roadways and sidewalks, as called for by the City's Comprehensive Plan. The Project shall provide and maintain the minimum number of access drives onto John Anderson Highway, as generally depicted on the MPD Master Plan.

(l) ~~Wetlands:~~ Wetland ~~permitting, including their impacts~~ Protection and~~/or mitigation, for the Project may occur~~ Management:

(i) Purpose and ~~shall only be subject to Federal and States permits which the City shall accept.~~ Intent

The ~~City agrees that any approval, impact or effect to~~ purpose of this section is to provide protection, maintenance, enhancement, and sustainable utilization of wetlands~~, wetland~~ and associated upland buffers~~, and wetland setbacks provided by said permits shall be accepted by the City and deemed consistent with~~ within the Project in a manner that reasonably aligns with the City's Comprehensive Plan~~. The Project shall therefore be~~, state regulatory standards, and best environmental practices. This approach balances ecological sustainability with efficient land development, promoting no net loss of wetland functions while allowing for practical

site design. Wetlands may be preserved to support wildlife habitat, water quality, flood control, and aesthetic values, consistent with oversight from agencies such as the SJRWMD and FDEP.

(ii) Wetland Identification and Survey

All wetlands within the MPD shall be identified using the methodology outlined in the Florida Administrative Code. Wetlands may include forested swamps, sloughs, freshwater and tidal marshes, wet prairies, saltwater marshes, and areas adjacent to the Intracoastal Waterway. Roadside ditches, conveyance swales, utility-related drainage features, and stormwater management systems are exempt from these regulations.

Wetland delineations shall be conducted by a qualified Florida environmental professional, and boundaries shall be surveyed by a Florida registered land surveyor, including topographical data. The survey shall clearly delineate the wetland jurisdictional line and the required upland buffer boundary. This information shall be incorporated into all subdivision plats, and development applications submitted for approval.

(iii) Allowed Activities and Development in Wetlands and Buffers

To facilitate reasonable development while preserving wetland integrity, the following activities are permitted within wetlands and required upland buffers, provided they do not result in adverse impacts to wetland functions:

- Authorized wetland restoration, enhancement, monitoring, or mitigation activities with approved permits from FDEP, SJRWMD, or the U.S. Army Corps of Engineers (ACOE).
- Elevated walkways, paths, nature trails, hiking trails, or walking paths not exceeding six (6) feet in width, constructed of wood, environmentally friendly materials, natural materials, or open grid systems.

- Minor drainage structures such as swales or outfall pipes.
- Pruning or planting of suitable native vegetation, including removal of exotic and nuisance plant species (as defined by the Florida Exotic Pest Plant Council Invasive Plant List).
- Manual clearing with hand tools of vegetation on single parcels, maintaining ecological functions like wildlife habitat and nutrient filtration.
- Bona fide agricultural, fire control, silviculture, and mosquito control activities following best management practices from relevant state agencies.
- Utility facilities, including crossings, easements, or rights-of-way for service provision.
- Custodial maintenance of stormwater management systems.
- Driveway installations for single-family units in existing subdivisions where wetland crossings are the only access point, maintaining hydrologic connections and using best management practices.
- Activities qualifying for de minimis alterations under state general permits or Florida Statutes.
- Wetland impacts for access to permissible uses or linear projects, following an approved alternatives analysis for avoidance and minimization, including Florida Department of Transportation projects.

All allowed activities must comply with applicable landscaping and tree protection as provided for in this Agreement.

(iv) Measures to Avoid or Minimize Wetland Impacts

Development within the Subject Property shall prioritize avoidance and minimization of wetland impacts through practicable design modifications. Modifications shall not require fundamental changes to project type or function, nor shall they include economically unviable or technically infeasible options that endanger public safety. Stormwater management systems must not cause net adverse impacts on wetland or surface water functions unless offset by appropriate mitigation per state requirements.

(v) Wetland Impact Review and Mitigation

Wetland impacts shall be categorized based on quality assessments and require the following analysis and mitigation:

Wetland Category	**Description**	**Requirements**
Optimal Wetlands	Named systems associated with surface waters or quality score 0.71 - 1.0	Wetland impact analysis; alternatives analysis; assurance of no net loss of functions; mitigation preferably within City boundaries or same hydrologic basin per SJRWMD / FAC; copies of federal/state permits.
Moderate Wetlands	Quality Score 0.41 – 0.70	Wetland impact analysis; alternatives analysis; mitigation in same hydrologic basin; copies of federal/state permits.
Minimal Wetlands	Quality Score 0.0 – 0.40	Wetland impact analysis; mitigation in same hydrologic basin; copies of federal/state permits.

Mitigation shall occur in accordance with Section ~~4 of the LDR~~373.4135, *Florida Statutes*, allowing use of mitigation banks or off-site regional options outside City jurisdiction if necessary.

Impacts to optimal wetlands shall achieve no net loss of functions. All impacts shall be governed by SJRWMD or FDEP permits, which serve as evidence of compliance.

(vi) Wetland Buffers

A natural upland buffer shall be provided adjacent to all wetlands, including saltwater marshes and the Intracoastal Waterway, to protect ecological functions. The buffer shall average no less than twenty-five (25) feet in width across the site, with a minimum width of fifteen (15) feet in constrained areas, unless otherwise permitted by FDEP, SJRWMD or ACOE, provided the overall average meets or exceeds twenty-five (25) feet. This averaging allows for flexible site planning while maintaining equivalent protection.

~~(k)~~ Buffers shall not be created by filling jurisdictional wetlands unless allowed by SJRWMD permit and appropriate mitigation. Existing vegetation within buffers shall be preserved or revegetated with native species if disturbed. Allowed activities within buffers are outlined in Sections 10(l) (iii) and (iv) above.

~~(l)~~(m) Bulow Creek Buffer. The Developer shall provide a 25-foot minimum and 75-foot average buffer along the limits of the Project boundary that coincides with Bulow Creek. The Declarant shall also provide a natural buffer no less than one hundred (100) feet from the edge of the Bulow Creek ~~river bank.~~ riverbank. Notwithstanding the foregoing, the minimum setback shall be 75-feet in those areas as generally depicted in **Exhibit "~~G~~H"**. The Declarant shall in good faith evaluate opportunities for Flagler County to purchase from the Declarant Environmentally Sensitive Lands as defined by state statute and local ordinance. In no way shall the Declarant be obligated to sell or convey any portion of the Property to the County or any third party as contemplated by the aforementioned sentence.

~~(m)~~(n) Signage: Signs shall comply with the LDR 2025, unless otherwise provided

herein. The design and intent of signage is to ensure adequate means of communication through signage while maintaining the attractive visual appearance within the Project. Signage shall meet the following requirements:

(i) Gateway Signage and Entrance Features. ~~–~~Signage located at the primary entrances to the Project (SR100 and John Anderson Highway) shall have a maximum height of twenty (20) feet with a maximum signage area of one hundred sixty (160) square feet. A maximum of two (2) gateway signs shall be permitted for any primary entrance. An entrance structure may be designed in conjunction with the entrance signage, or it may occur separately. However, the main entrance to ~~Veranda Bay residential~~the Project located at the intersection of John Anderson and ~~Buena Vista Boulevard~~Spine Road may have an entrance structure exceeding twenty (20) feet, but no taller than thirty-five (35) feet.

(ii) Thoroughfare Neighborhood Entrance Signs. Signage located along any internal road or at any neighborhood entrance shall have a maximum height of twelve (12) feet and a maximum signage area of one hundred (100) square feet. Any entrance feature shall have a maximum height of twenty (20) feet. However, the main entrance to ~~Veranda Bay residential~~Project located at the intersection of John Anderson and ~~Buena Vista Boulevard~~Spine Road may have an entrance structure exceeding twenty (20) feet, but no taller than thirty-five (35) feet.

(iii) Commercial Signage. Ground signs shall be permitted for the commercial area of the Project with a maximum signage area per sign of three hundred twenty (320) square feet and a maximum height of twenty (20) ~~-~~feet. Additional commercial signage and wall signage shall be permitted, including signage at the Marina and Intracoastal Waterway.

(iv) Signage Area. Signage area shall be calculated using the actual text and, if applicable, logo graphics area only. Walls or architectural effects shall not count toward the signage area square feet restriction, but shall meet the height restrictions set forth above.

(v) Entrance Features. Walls, architectural icons, water features, landforms, landscaping, or other effects which announce and signify arrival are permitted for the signage on the Subject Property. Where a sign is incorporated in an entrance feature, the sign height shall be measured from the bottom to the top of the sign copy area.

(vi) Ground signage provided for in this section shall be permitted to be constructed in the public right of way.

~~(n)~~(o) Temporary Facilities/Model Homes: Temporary support facilities shall be permitted for a period of ten (10) years, at which time sales offices, model homes, development trailers and real estate offices shall be transitioned into a permanent use within the Project. This time period may be extended for successive periods of three (3) years by the LUA. Temporary support facility approval and extension shall be processed by the LUA. The initial application for temporary support facilities will be reviewed and approved by City Staff. Following City Staff approval, a building permit application will be submitted to the City Building Department for review and approval. Residential units may be used as model homes and sales centers (collectively, "Model Homes"). Up to five Model Homes can be constructed, occupied, and operated as sales centers for each Tract of the Project. Sales and leasing activities shall be limited to properties located within the Project. Construction and Certificates of Occupancies shall be issued consistent with the City and State rules, regulations, and codes for residential structures. Model homes shall not be deemed commercial activities. The City shall permit the construction of Model Homes during the development of a Tract so long as a stabilized subbase of an adjacent roadway is available.

~~(o)~~ Rental Program: Except for parcels developed as detached single family residential, Developer reserves the right to place all or any portion of the

Project's units ~~located in zoned Commercial on the MPD Master Plan~~, in long term, short term, resort residential, or resort condominium rental programs operated by Declarant, its affiliates or any third-party rental program operators approved by the Declarant. ~~Otherwise, short term vacation rentals shall be prohibited.~~

(p) ~~Marina: The Marina located on Tract E, shall only be governed by permits issued by State and Federal agencies. The City agrees that said permits shall be deemed to be consistent with the City's Comprehensive Plan, the LDR and other City ordinances. The development of the Marina shall: (i) participate in the FDEP Clean Marina program, and (ii) remain exempt from Chapter 22, Art IV of the City Code of Ordinances. The Marina may, at Declarant's sole discretion, include wet and dry slips, transient or permanent slips, fueling facilities, a boat ramp and any uses permitted as a commercial use. However, dry slips shall be used solely for the maintenance and repair of boats and not for long-term storage. Subject to the above, the design, permitting and construction of the Marina shall be exempt from any City code or regulation, except its fire and building codes.~~

(q) Age Restrictions: Nothing in the Development Agreement shall prohibit any age restriction requirements or use permitted by Federal or State law.

(r) Accessory Uses: Typical residential accessory uses will be allowed, including but not limited to: decks, swimming pools, patios, air conditioning units, walkways and sidewalks. Accessory uses and structures will be allowed in accordance with this Development Agreement, provided such uses and structures are of a nature customarily incidental and clearly subordinate to the permitted or principal use of a structure. Accessory uses or structures contained within or attached to the building containing the principal use shall be considered a part of the principal building and not an accessory building and shall meet the same requirements for setbacks as the main use structure. However, pools, covered pools, patios, outdoor fireplaces, decks, and gazebos,

either attached or detached from the principal use structure, may be constructed up to a minimum of five (5) feet from the rear or side property boundary. In no case shall the water's edge of a swimming pool be located closer than five (5) feet from the side and rear property line. Air conditioning and heating units, pool mechanical equipment, utility meters and other mechanical or utility service features may be located in any required side or rear yard up to a minimum two (2) foot setback to the property line. No accessory structure, excluding yard ornaments, shall be located within the required front yard.

SECTION 11. PHASING OF DEVELOPMENT.

(a) The Project may be developed in multiple phases. Prior to the issuance of any permit for any phase of the Project (and prior to any construction of any improvement, building, or structure on the Subject Property), the Declarant shall submit a Preliminary Plat or Site Plan for the relevant phase. Each Tract of the Project will include infrastructure to support the proposed uses, including water and wastewater service, drainage, private roads, vehicular, and pedestrian access facilities. All infrastructure necessary to support each phase that is constructed on the Subject Property shall be constructed concurrently with, or prior to construction of that phase of the Project, as approved by the City, and prior to the issuance of building permits for that phase. Adequate emergency vehicle access and turnarounds shall be provided at all times.

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

be conditioned on this requirement. Model Homes shall be exempt from this standard until no longer being used as such at which time the owner shall construct the required sidewalk.

(c) The City may issue permits for clearing, grading and earthwork for portions of the Subject Property before approving final construction plans, however, all Federal and State permits ~~relating to~~required for land clearing, grading and earthwork ~~must~~shall be obtained.

(d) The Project will be developed in multiple phases. The tracts identified on **Exhibit "B_"** may be transferred by metes and bounds without platting. However, no infrastructure improvements, except for stormwater, utilities or fill, may be made on any tract until the City issues a preliminary plat development order for the development of that tract or portion thereof.

SECTION 12. LOT AND BUILDING STANDARDS.

(a) Lot Dimensional Standards: Dimensional standards for each use shall comply with the LDR 2025 except as follows:

Type	SF	Multi-family	Town House	~~Multi-family Marina~~
Min. Distance Between Buildings****	10'	10'	10'	~~10'~~
Min. Bldg. Setback to Water	20'	20'	20'	~~10'~~
Max. Bldg. Height******	35'	35'	35'	~~35'~~
Min. Front Bldg. Setback to Property Line	15'	15'	10'	~~10'~~
Min. Bldg. Rear Yard Setback***	10'	10'	10'	~~10'~~
Type	**SF**	**Multi-family**	**Town House**	~~**Multi-family Marina**~~
Minimum Front Setback from Right of Way	20'	N/A	20'	~~N/A~~
Minimum Bldg. Side Street or Rear Yard Setback	10'	10'	10'	~~10'~~
Min. Lot Size (SF)	4,000 sf	N/A	1,600 sf	~~N/A~~
Minimum Lot Width	40'	N/A	16'	~~N/A~~

Max. Impervious Surface Ratio**********	**70%**	**80%**	**80%****	**~~80%**~~**

~~*Except as provided in Section 10, above.~~

~~**Maximum Floor Area and Impervious Surface Ratios shall be applicable to each Tract.~~

**** Shall be measured as the distance between walls of adjacent structures.

****** In the event the City increases its max building height limitations, the Declarant may elect to increase its maximum building height to such new limit. Notwithstanding, residential structures presently under construction or constructed may exceed this height limitation.

***Except as provided in Section 10(q), above.

**** Impervious Surface Ratios shall be applicable to each Tract.

Commercial or Mixed-Use with Residential Above Commercial Site Development Requirements

Min. Lot Width	**~~80'~~***60'***
Min. Lot Size	**12,000 sf**
Min. Bldg. Side Setback	**0'**
Min. Bldg. Street-Side Setback	**10'**
Min. Bldg. Front Setback	**10'**
Max. Bldg. Height******	**35'**
Min. Bldg. Rear Setback	**10'**
Minimum Bldg. Setback to MPD Property Line	**20'**
~~Maximum Floor Area Ratio*~~	**~~100%~~**
Max. Impervious Surface Ratio****	**80~~%~~**%******

~~* Maximum Floor Area and Impervious Surface Ratios shall be applicable to each Tract.~~

~~**Minimum open space shall be forty percent (40%) of the entire MPD gross area.~~

***

* If Town Houses are developed within a Commercial District, the dimensional standards for Town Houses shall control.

****** In the event the City increases its max building height limitations, the Declarant may elect to increase its maximum building height to such new limit.

*** Impervious Surface Ratios shall be applicable to each Tract.

****Minimum open space shall be forty percent (40%) of the entire MPD gross area.

(b) Mixed-Use Dimensional Standards: If a mixed-use is being developed for both residential and commercial uses on the same Lot then the dimensional standards for the dominant use shall be utilized (residential or commercial uses having the most building gross floor area), unless commercial uses are on the first floor and the residential uses are on above floor(s), then the standards in the above table shall be used. Any conflict in dimensional or design standards for a mixed-use development may be resolved by the Land Use Administrator.

(c) Architecture: All architectural standards and requirements shall be determined, approved and enforced by the Declarant. Notwithstanding, commercial architectural requirements shall be governed by the City's LDR 2025.

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

(a) The failure of the Development Agreement to address any specific State or Federal permit, condition, term, or restriction shall not relieve the Declarant of the requirement of complying with the law governing said permitting requirements, conditions, terms, or restrictions.

(b) All required City, County, State, or Federal permits shall be obtained prior to commencement of construction. This Development Agreement is not a Preliminary Plat approval, and the Declarant remains responsible for complying with all provisions of the LDR 2025, unless provided elsewhere in this Development Agreement. The subdivision of the

Subject Property to provide for any Tract shall not require platting as required by Chapter 177, *Florida Statutes*, and therefore the Declarant may convey a Tract by metes and bounds and without platting.

(c) ~~Burning:~~ Open burning shall be prohibited during development and property owners shall be subject to the City's LDR~~.~~ 2025.

SECTION 14. DEVELOPMENT FEES.

The Declarant acknowledges and agrees that the City has enacted citywide impact fees, and may in the future increase the amount of those fees. The Declarant acknowledges that the Project shall be subject to all fees in effect at the time of permitting. ~~Notwithstanding the above, the Declarant shall not be charged impact fees for the marina wet slips or dry slips.~~

SECTION 15. COMMON AREAS AND MAINTENANCE.

To ensure the long-term maintenance and control of common areas, the Declarant shall dedicate such areas to (i) the existing community development district, (ii) a property owners association or (iii) other entity accepted by the LUA ~~(collectively the "Association").~~.

SECTION 16. CONVERSION OF USES.

The Declarant may increase or decrease the amount of a particular land use without modifying or amending this Development Agreement or the MPD Master Plan, but only within the minimum and maximum standards provided for on the Land Use Conversion Matrix attached as **Exhibit "~~H~~I",** provided that (i) the changes are consistent with the Land Use Conversion Matrix and (ii) at the time of election of a land use conversion under the Land Use Conversion Matrix, the Declarant shall notify the City of the conversion in writing at least thirty (30) days in advance of the conversion. Any modification to this Development Agreement shall

incorporate all changes previously made pursuant to the Land Use Conversion Matrix prior to the filing of such modification. Provided that the conversion is (i) consistent with the criteria contained in the Land Use Conversion Matrix attached as **Exhibit "~~H~~I",** and (ii) such converted uses are consistent with the uses allowed under by this Development Agreement. Notwithstanding the foregoing, any change or deviation from the approved land uses provided for herein shall be consistent with the City's Comprehensive Plan, which may require a small-scale comprehensive plan amendment as more particularly described in Section 163.3187, Florida Statutes.

SECTION 17. BREACH, ENFORCEMENT, ALTERNATIVE DISPUTE AND CONFLICT RESOLUTION.

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

(b) In the event that a dispute arises between the Parties, the City and Declarant shall attempt to resolve all disputes informally and if they cannot, the Parties agree to engage in pre-suit mediation before a certified Circuit Court mediator selected by the Parties within thirty (30) days of either party making a written request to the other. If the Parties fail to agree to a mediator, a certified mediator will be selected solely by the City. The Parties shall equally pay all costs of mediation.

SECTION 18. NOTICES.

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

party).

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

(c) Any such notice will be deemed effective when received (if sent by hand delivery receipt required,) or on that date which is ten (10) days after such notice is deposited in the United States mail (if sent by certified mail).

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

As to the City:	City Manager City of Flagler Beach City Hall 105 S. 2nd Street Flagler Beach, FL 32136
As to the Declarant:	~~PALM COAST INTRACOASTAL, LLC, Attn: Kenneth Belshe~~Veranda Bay Investments , LLC Attn: Kenneth Belshe 3129 ~~SPRINGBANK LN~~Springbank Lane 201 ~~CHARLOTTE~~Charlotte, NC 28226
With copies to:	Michael D. Chiumento III, Esq. Chiumento Law, PLLC 145 City Place, Suite 301 Palm Coast, FL 32164

SECTION 19. SEVERABILITY.

The terms and provisions of this Development Agreement are not intended to be severable~~. However, in the event~~, unless any ~~portion of this Development Agreement~~term or provision shall be found to be invalid or illegal, ~~then~~in which case the remaining portions of the Development Agreement shall remain valid and binding on the Parties.

SECTION 20. SUCCESSORS AND ASSIGNS.

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

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

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

SECTION 21. GOVERNING LAW, VENUE AND COMPLIANCE WITH LAW.

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

(b) Venue for any dispute shall be in the Seventh Judicial Circuit Court in and for Flagler County, Florida, or the Middle District if in Federal court.

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

(d) If State or Federal laws are enacted after execution of this Development Agreement which are applicable to and preclude the Parties' compliance with this Development Agreement, this Development Agreement shall be modified as necessary to comply with the relevant law.

SECTION 22. TERM/EFFECTIVE DATE.

(a) This Development Agreement shall be effective upon approval by the City Commission and execution of this Development Agreement by all Parties (the "Effective Date").

(b) This Development Agreement will expire thirty (30) years from the Effective Date unless renewed in writing by the Parties.

SECTION 23. RECORDATION.

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

SECTION 24. 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 25. SPECIFIC PERFORMANCE / TIME IS OF THE ESSENCE.

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

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

SECTION 26. ATTORNEYS' FEES.

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

SECTION 27. FORCE MAJEURE.

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

SECTION 28. INDEMNIFICATION.

The Declarant shall indemnify and save the City harmless from and against any and all damages caused solely by the Declarant's development of the Subject Property as provided in this Development Agreement. This provision shall exclude any damages arising out of a third

party challenging this Development Agreement or any subsequent development order issued by the City affecting the Subject Property as defined by State statute.

SECTION 29. ENFORCEMENT: CITY'S RIGHT TO TERMINATE DEVELOPMENT AGREEMENT.

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

(b) The failure by the Declarant to perform its material obligations hereunder shall constitute a default, entitling the City to pursue whatever remedies are available to it under Florida law or equity, including, without limitation, an action for specific performance and/or injunctive relief, or alternatively, the termination of this Development Agreement. Prior to the City filing any action or terminating this Development Agreement as a result of a default under this Development Agreement, the City shall first provide the Declarant written notice of said default. Upon receipt of said notice, the Declarant shall be provided a ninety (90) day period in which to cure the default to the reasonable satisfaction of the City prior to the City filing an action or terminating this Development Agreement. If ninety (90) days is not considered by the Parties to be a reasonable period in which to cure the default, the cure period shall be extended to such cure period acceptable to the City, but in no case shall that cure period exceed one hundred and eighty (180) days from initial notification of default. Upon the judicial termination of the Development Agreement, the Declarant shall immediately be divested of all rights and privileges granted hereunder.

SECTION 30. CAPTIONS.

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

SECTION 31. 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 32. INTERPRETATION.

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

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

SECTION 33. FURTHER ASSURANCES.

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

SECTION 34. COUNTERPARTS.

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

SECTION 35. MODIFICATIONS, AMENDMENTS AND NON-WAIVER.

(a) Unless provided for in Section 5, above: (1) Amendments to and waivers of the provisions herein shall be made by the Parties only in writing by formal amendment, and (2) This Development Agreement shall not be modified or amended except by written agreement executed by all Parties hereto and upon approval of the City.

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

SECTION 36. ENTIRE AGREEMENT AND EFFECT ON PRIOR AGREEMENTS.

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

(SIGNATURES INTENTIONALITY LEFT TO NEXT PAGE)

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

CITY OF FLAGLER BEACH, FLORIDA

_____

_____, Mayor

ATTEST:

_____

_____, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____

_____, Esq.
City Attorney

The foregoing instrument was acknowledged before me by means of [_] physical presence or [_] online notarization, this _____ day of _____, ~~2024~~2025, by ___, Mayor of the CITY OF FLAGLER BEACH, who is personally known to me.

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

WITNESSES:

"DECLARANT"
~~PALM COAST INTRACOASTAL~~VERANDA BAY INVESTMENTS, LLC

_____
Witness Signature

By:_____
William G. Allen, ~~Jr.,~~ Manager

_____
~~Print~~
Print Witness Name
Address:_____

_____

_____
Witness Signature

_____
~~Print~~
Print Witness Name
Address:_____

_____

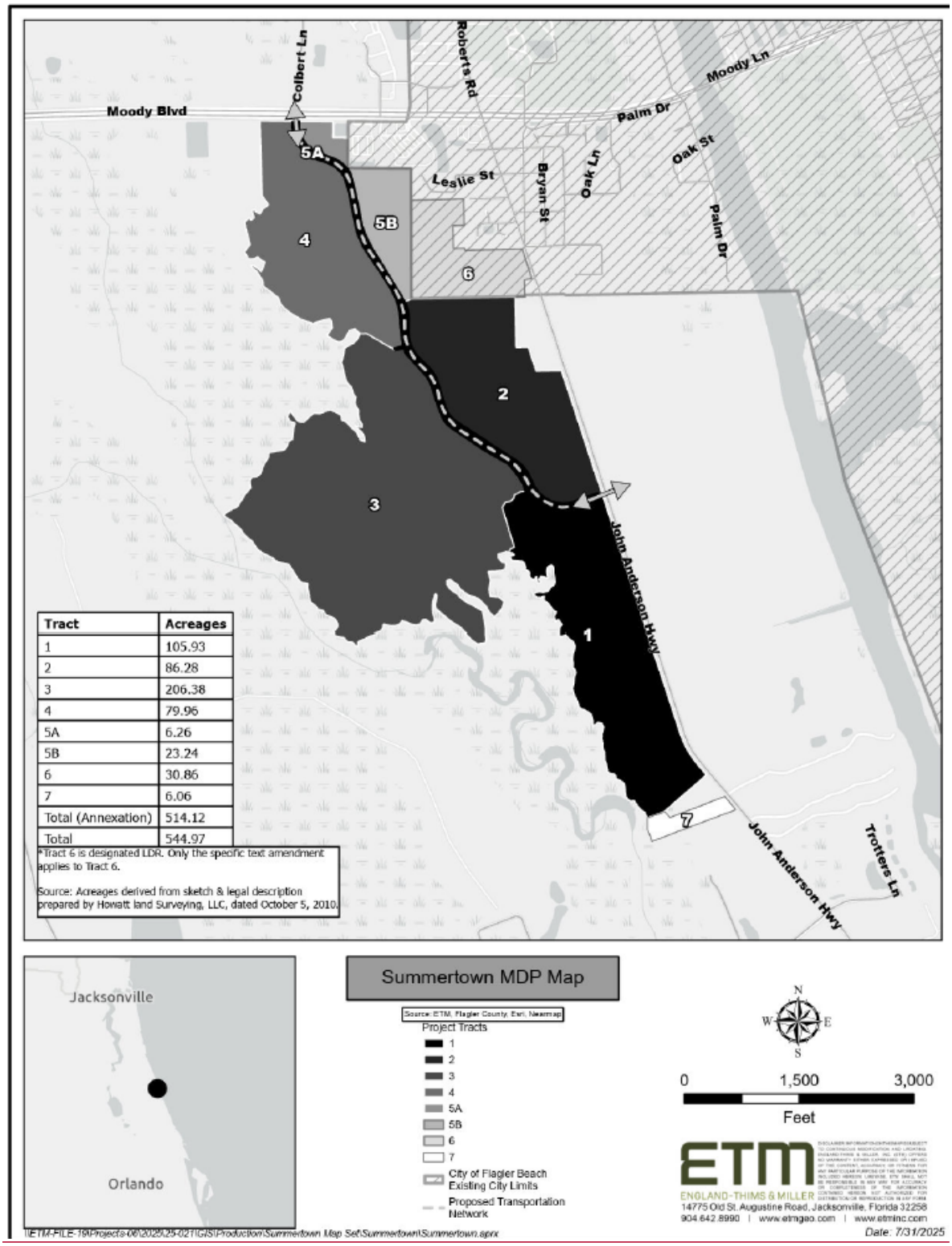
STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [_] physical presence or [_] online notarization, this _____ day of _____, ~~2024~~2025, by William G. Allen, ~~Jr.,~~ Manager, of ~~Palm Coast Intracoastal~~Veranda Bay Investments, LLC, a Florida limited liability company, (check one) [_] who is personally known to me or [_] who produced _____ as identification.

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

EXHIBIT "A"


Moody Blvd
Colbert Ln
Roberts Rd
Moody Ln
Palm Dr
Oak St
Oak Ln
Bryan St
Leslie St
Palm Dr
5A
5B
4
6
2
3
1
7
John Anderson Hwy
John Anderson Hwy
Trotters Ln
Tract | Acreages
1 | 105.93
2 | 86.28
3 | 206.38
4 | 79.96
5A | 6.26
5B | 23.24
6 | 30.86
7 | 6.06
Total (Annexation) | 514.12
Total | 544.97
*Tract 6 is designated LDR. Only the specific text amendment applies to Tract 6.
Source: Acreages derived from sketch & legal description prepared by Howatt land Surveying, LLC, dated October 5, 2010.
Jacksonville
Orlando
Summertown MDP Map
Source: ETM, Flagler County, Esri, Nearmap
Project Tracts
1
2
3
4
5A
5B
6
7
City of Flagler Beach Existing City Limits
Proposed Transportation Network
N
W
E
S
0
1,500
3,000
Feet
ETM
ENGLAND-THIMS & MILLER
14775 Old St. Augustine Road, Jacksonville, Florida 32258
904.642.8990 | www.etmgeo.com | www.etminc.com
Date: 7/31/2025
\ETM-FILE-19\Projects-06\2025\25-021\GIS\Production\Summertown Map Set\Summertown\Summertown.aprx

LEGAL DESCRIPTION

A PORTION OF TRACT "FD2", GARDENS AT HAMMOCK BEACH, AS RECORDED IN MAP BOOK 35, PAGES 80 THROUGH 100 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
FOR A POINT OF BEGINNING COMMENCE AT THE NORTHWESTERLY CORNER OF SAID TRACT "FD2", SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 100 (A 200 FOOT RIGHT OF WAY AS ESTABLISHED); THENCE SOUTH 89 DEGREES 29 MINUTES 03 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 382.15 FEET TO THE INTERSECTION WITH SOUTHWESTERLY RIGHT OF WAY LINE OF VILLA DRIVE WEST (A VARIABLE WIDTH PRIVATE RIGHT OF WAY AS ESTABLISHED), SAID POINT BEING THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 35.00 FEET; THENCE ALONG SAID CURVE AND SAID SOUTHWESTERLY RIGHT OF WAY LINE AN ARC DISTANCE OF 51.49 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 41 DEGREES 37 MINUTES 50 SECONDS EAST, AND A CHORD DISTANCE OF 46.97 FEET; THENCE SOUTH 00 DEGREES 30 MINUTES 47 SECONDS WEST, A DISTANCE OF 29.81 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 470.00 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 578.46 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 34 DEGREES 44 MINUTES 45 SECONDS EAST, AND A CHORD DISTANCE OF 542.64 FEET; THENCE SOUTH 70 DEGREES 00 MINUTES 17 SECONDS EAST, A DISTANCE OF 190.75 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 360.00 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 364.42 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 41 DEGREES 00 MINUTES 17 SECONDS EAST, AND A CHORD DISTANCE OF 349.06 FEET; THENCE SOUTH 12 DEGREES 00 MINUTES 17 SECONDS EAST, A DISTANCE OF 170.79 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 260.00 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 48.62 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 06 DEGREES 3B MINUTES 50 SECONDS EAST AND A CHORD DISTANCE OF 48.55 FEET; THENCE SOUTH 88 DEGREES 37 MINUTES 36 SECONDS WEST DEPARTING THE AFOREMENTIONED SOUTHWESTERLY RIGHT OF LINE OF VILLA DRIVE WEST, A DISTANCE OF 471.38 FEET; THENCE SOUTH 88 DEGREES 28 MINUTES 30 SECONDS WEST, A DISTANCE OF 589.08 FEET; THENCE NORTH 33 DEGREES 37 MINUTES 07 SECONDS WEST, A DISTANCE OF 50.65 FEET; THENCE NORTH 38 DEGREES 07 MINUTES 37 SECONDS WEST, A DISTANCE OF 95.67 FEET TO A POINT ON A WESTERLY LINE OF THE AFOREMENTIONED TRACT "FD2, GARDENS AT HAMMOCK BEACH"; THENCE NORTH 01 DEGREES 27 MINUTES 08 SECONDS WEST, A DISTANCE OF 968.01 FEET TO THE POINT OF BEGINNING.

Together with

A PARCEL OF LAND IN THE SOUTH 1/2 OF SECTION 11, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF GOVERNMENT SECTION 11, TOWNSHIP 12 SOUTH, RANGE 31 EAST AS MONUMENTED BY A 4" X 4" CONCRETE MONUMENT INSCRIBED WITH A "T"; THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 11 NORTH 88°51'19" EAST A DISTANCE OF 2,591.75 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°06'41" EAST A DISTANCE OF 1,287.36 FEET; THENCE NORTH 88°28'36" EAST A DISTANCE OF 680.27 FEET; THENCE SOUTH 01°24'50" EAST, A DISTANCE OF 345.10 FEET; THENCE SOUTH 88°36'24" WEST, A DISTANCE OF 150.00 FEET; THENCE SOUTH 01°28'15" EAST, A DISTANCE OF 300.30 FEET; THENCE NORTH 88°36'24" EAST, A DISTANCE OF 150.00 FEET; THENCE SOUTH 01°08'43" EAST, A DISTANCE OF 24.77 FEET; THENCE NORTH 88°54'22" EAST, A DISTANCE OF 749.54 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD 201, (ALSO KNOWN AS JOHN ANDERSON HIGHWAY); THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE, SOUTH 18°11'55" EAST, A DISTANCE OF 401.46 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE, SOUTH 77°14'08" WEST, A DISTANCE OF 99.57 FEET; THENCE SOUTH 01°16'02" EAST, A DISTANCE OF 216.94 FEET; THENCE SOUTH 88°50'35" WEST, A DISTANCE OF 126.47 FEET TO A POINT ON THE SOUTHERLY LINE OF AFORESAID SECTION 11; THENCE ALONG SAID SOUTHERLY LINE SOUTH 88°51'19" WEST, A DISTANCE OF 1,350.55 FEET TO THE POINT OF BEGINNING.

Together with

A PORTION OF LOTS 1, 3, 7, 8 AND 9, AND ALL OF LOTS 4, 10, 11 AND 12, BLOCK C, BUNNELL DEVELOPMENT COMPANY'S LAND AS RECORDED IN PLAT BOOK 1, PAGE 1, IN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, TOGETHER WITH A PORTION OF GOVERNMENT SECTION 14, 38, AND 39, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, SITUATED IN GOVERNMENT SECTIONS 11, 14, 38 AND 39, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY (STATE ROAD 201) AND THE NORTH LINE OF SAID SECTION 38-12-31; THENCE SOUTH 71°47'17" WEST, A DISTANCE OF 100.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY (STATE ROAD 201), ALSO BEING THE POINT OF BEGINNING; THENCE ALONG SAID WEST RIGHT OF WAY LINE THE FOLLOWING THREE COURSES: SOUTH 18°10'26" EAST, A DISTANCE OF 3,184.36 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1,196.28 FEET, A CENTRAL ANGLE OF 22°09'26" AND A CHORD DISTANCE OF 459.74 FEET WHICH BEARS SOUTH 29°14'21" EAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 462.62 FEET; THENCE SOUTH 40°21'41" EAST, A DISTANCE OF 776.28 FEET; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE SOUTH 69°18'47" WEST, A DISTANCE OF 1,433.82 FEET, THENCE NORTH 20°41'22" WEST, A DISTANCE OF 995.98 FEET, THENCE NORTH 24°04'44" WEST, A DISTANCE OF 1,618.01 FEET; THENCE NORTH 86°17'06" WEST, A DISTANCE OF 2,604.28 FEET; THENCE NORTH 60°37'10" WEST, A DISTANCE OF 341.50 FEET; THENCE NORTH 43°23'02" WEST, A DISTANCE OF 2,172.87 FEET, THENCE NORTH 30°47'31" EAST, A DISTANCE OF 1,526.35 FEET; THENCE NORTH 45°31'15" EAST, A DISTANCE OF 902.38 FEET; THENCE NORTH

40°14’18” WEST, A DISTANCE OF 1,732.75 FEET; THENCE NORTH 06°10’40” WEST, A DISTANCE OF 189.68 FEET; THENCE NORTH 00°15’33” WEST, A DISTANCE OF 614.90 FEET; THENCE NORTH 88°32’16” EAST, A DISTANCE OF 257.93 FEET; THENCE NORTH 01°27’08” WEST, A DISTANCE OF 1,087.72 FEET TO A POINT ON THE SOUTH LINE OF STATE ROAD NO. 100; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE SOUTH 89°29’03” EAST A DISTANCE OF 959.81 FEET; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE SOUTH 00°30’57” WEST, A DISTANCE OF 210.00 FEET; THENCE SOUTH 89°29’03” EAST, A DISTANCE OF 210.00 FEET; THENCE SOUTH 00°30’57” WEST, A DISTANCE OF 389.92 FEET; THENCE SOUTH 89°28’38” EAST, A DISTANCE OF 822.42 FEET; THENCE SOUTH 00°06’48” EAST, A DISTANCE OF 1,704.61 FEET; THENCE NORTH 88°51’12”EAST, A DISTANCE OF 1,350.55 FEET; THENCE SOUTH 01°10’32” EAST, A DISTANCE OF 660.84 FEET; THENCE NORTH 88°37’17” EAST, A DISTANCE OF 158.75 FEET; THENCE SOUTH 18°14’40” EAST, A DISTANCE OF 330.09 FEET; THENCE NORTH 88°50’11” EAST, A DISTANCE OF 330.04 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY (STATE ROAD 201); THENCE ALONG SAID RIGHT OF WAY LINE SOUTH 18°15’00” EAST, A DISTANCE OF 1,788.60 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT: THE LAND CONTAINED IN THE QUIT CLAIM DEED TO EAST FLAGLER MOSQUITO CONTROL DISTRICT RECORDED IN OFFICIAL RECORDS BOOK 1620, PAGE 434, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING 0.89 ACRES, MORE OR LESS.

LESS AND EXCEPT: THE LAND CONTAINED IN THE SPECIAL WARRANTY DEED TO FLAGLER COUNTY RECORDED IN OFFICIAL RECORDS BOOK 1636, PAGE 1694, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING 81.32 ACRES, MORE OR LESS.

LESS AND EXCEPT: THE LAND CONTAINED IN THE SPECIAL WARRANTY DEED TO HIGHWAY 100 COMMERCIAL LLC RECORDED IN OFFICIAL RECORDS BOOK 1789, PAGE 750, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING 18.94 ACRES, MORE OR LESS.

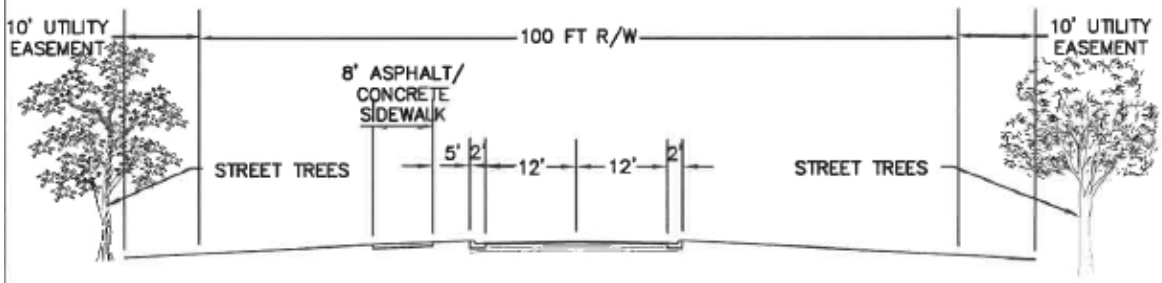
LESS AND EXCEPT: TRACT PL-2 OF THE VACATED PLAT OF GARDENS AT HAMMOCK BEACH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 35, PAGES 80 THROUGH 100, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. CONTAINING A TOTAL OF 13.17 ACRES, MORE OR LESS.

EXHIBIT "B"

EXHIBIT "C"

EXHIBIT "D"

EXHIBIT "E"



VERANDA BAY

SPINE ROAD SECTION

PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: Info@parkermynchenberg.com
CERTIFICATE OF AUTHORIZATON NUMBER 00003910

EXHIBIT E

EXHIBIT "F"

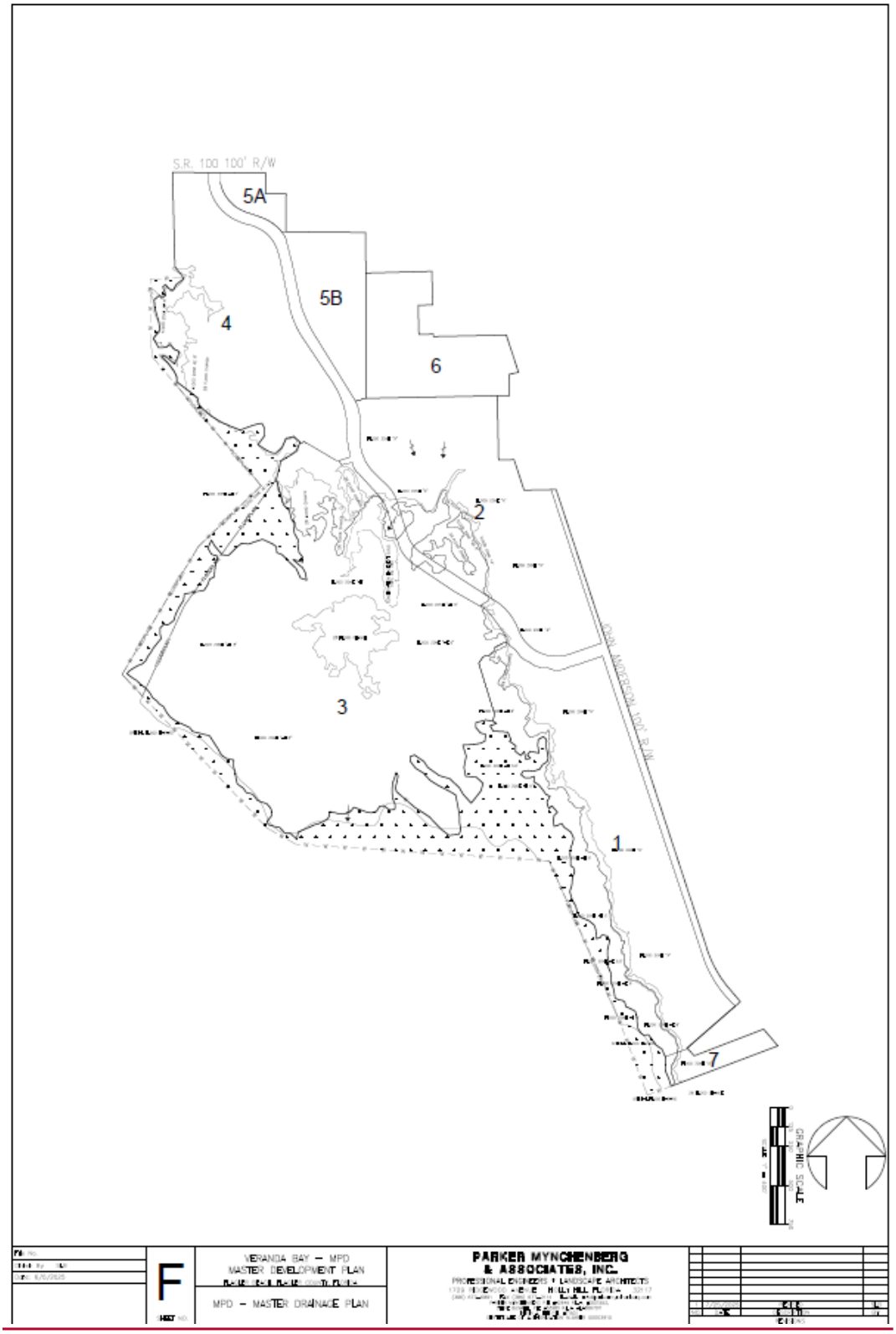

S.R. 100 100' R/W
5A
5B
4
6
2
3
1
7
GRAPHIC SCALE
F
VERANDA BAY – MPD
MASTER DEVELOPMENT PLAN
MPD – MASTER DRAINAGE PLAN
PARKER MYNCHENBERG
& ASSOCIATES, INC.

EXHIBIT "G"

LANDSCAPE GUIDELINES

GENERAL:
All developed home sites shall be landscaped according to plans approved by the ARC. It is the intent of the ARC that all residential planting be consistent in terms of quantity, mass and quality. All plant material used shall be classified as Florida Fancy. All walls require foundation plantings, and plant height and size shall accentuate and compliment the home's architecture. Tree and palm staking shall be removed no later than 12 months from installation. Landscaping as approved by the ARC shall be complete at the time of submittal of the Builder's Construction Completion Transmittal (Attachment #3) to the ARC. All shrubs, trees, grass and plantings of every kind shall be kept well maintained, properly cultivated and free of trash and other unsightly material.

Each lot's landscaping shall have three general elements: front yard planting, side yard planting and rear yard planting. Plant requirements for each area are contained in the Landscape Design Criteria along with the plant requirements for each area.

LANDSCAPING PLAN:
A basic landscape plan for each home site must be designed by a professional landscape architect or landscape designer and be submitted to and approved by the ARC. The plan is to be submitted along with the other required items at the time of application. It shall incorporate existing vegetation on the site, if any, and show any existing trees to be removed. The landscape plan shall indicate all plant types by botanical and common names, sizes, height, spread, caliper and plant spacing. Additionally, the plants shall be identified on the plan as well as in a master plant list. Tree and shrub placement should take into account the location of utilities and minimize conflicts with water, sewer and electric utilities.

EXISTING TREES:
In order that the natural beauty of the home site may be preserved, no living tree having a diameter of six (6) inches or more, as measured one (1) foot above the natural grade, shall be destroyed and removed from the property unless approved by the ARC in connection with its approval of the plans and specifications for the construction of improvements on the property. The builder shall take special care during construction not to injure or destroy trees or tree root systems including use of protective barriers to keep equipment away from trees.

SHRUBBERY:
In general, no hedge, shrubbery or vegetation of any kind shall be placed in the form of a fence on any lot across the front street line or on either of the side lot lines. The ARC may approve, on a case-by-case basis, hedges on rear side lot lines.

SOD:
All areas within each home site not covered with pavement, buildings, shrubs, or groundcover shall be completely sodded (St. Augustine or Floratam), unless otherwise approved by the ARC.

MULCH:
All planting areas within each home site shall be covered and maintained with two (2) inches or more of pine, cypress, or other suitable mulch. The type of mulch shall be identified on the landscape plan. If rock is to be used, it must be white, gray or brown river rock, and must be identified on the landscape plan.

LANDSCAPE GUIDELINES

PLANT MATERIALS:
Plant materials shall equal or exceed the standards for Florida Fancy. The landscape plan shall indicate all plant types by Botanical and common names, sizes, height, spread, caliper and plant spacing. All plant materials are subject to the review and approval of the ARC. No artificial vegetation will be permitted on the exterior of any home.

IRRIGATION:
All landscaped areas shall be provided with an automatic underground irrigation system or sprinkling system connected to a reclaimed water source, a central irrigation system, or a potable water supply. Irrigation must be provided to the back of the curb of the adjacent street and to the shoreline of all portions of a lake, marsh or other watercourse within or adjacent to the home site, except that irrigation of conservation easements is not required. The use of rain sensors shall be incorporated into the design. The homeowner will be subject to rules and regulations concerning irrigation issued by the master association. Irrigation systems shall not draw water from lakes, ponds, or other water management areas, unless approved by the ARC. No well of any kind shall be dug or drilled on any residential lot.

FERTILIZERS AND PESTICIDES:
Only biodegradable fertilizers and pesticides approved by the U.S. Environmental Protection Agency and the Florida Department of Environmental Regulation shall be used.

FRONT YARD PLANTING:
All front yard planting to consist of the following:
18' – 24' on average height palm trees
5' accent tree
14' street tree (minimum 2" caliper) - shade tree
3-gallon shrub mass
3-gallon groundcover mass
1-gallon groundcover mass
10-gallon specimen accents

SIDE YARD PLANTING:
All side yard planting to consist of the following:
3-gallon foundation hedge
Foundation plantings to extend 1/3 the length of the home

REAR YARD PLANTING:
All rear yard planting to consist of the following:
Two - 6' shade trees
If any palm tree is to be used, they must be 18' – 24' on average height palm trees
10-gallon shrub mass
3-gallon foundation shrub
3-gallon groundcover mass
10-gallon accent shrubs

EXHIBIT "H"

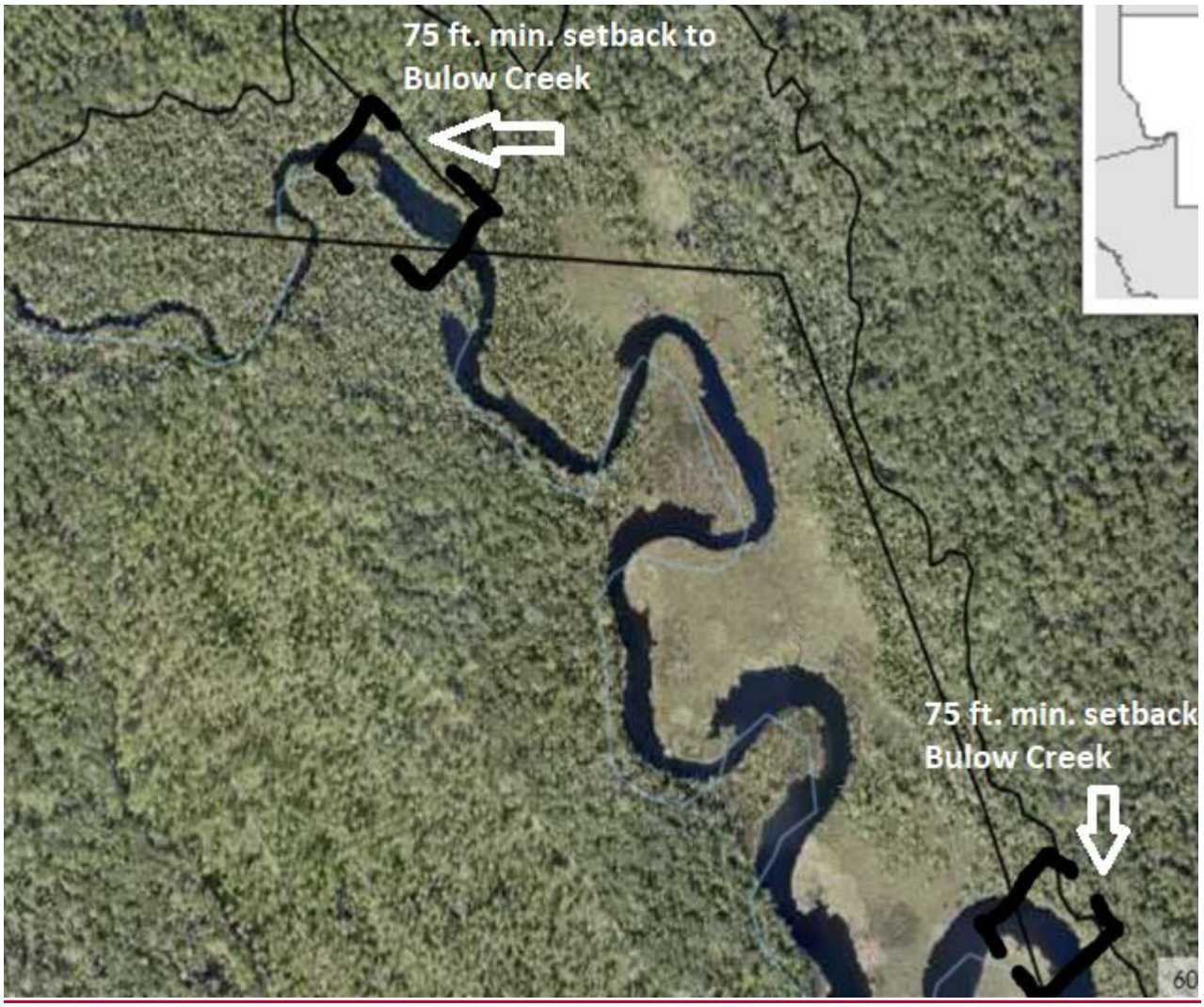

75 ft. min. setback to
Bulow Creek
75 ft. min. setback
Bulow Creek

EXHIBIT "I"

Veranda Bay - Land Use Exchange Table

Land Use Type	Proposed Quantity	Units	Net External PM Peak Trips	Net External PM Peak Trip Rate
Single-family Detached Residential	1,067	DUs	824	0.772
Single-family Attached Residential	96	DUs	46	0.476
Multifamily Housing (Mid-Rise) 4 - 10 Story Buildings	1,332	DUs	447	0.335
Shopping and Retail	456	KSF	1,518	3.327
Recreational Community Center	22	KSF	57	2.545

		Convert To				
		SF Detached	SF Attached	Multi-Family	Shopping/Retail	Rec Comm Center
Convert From	**Single-family Detached Residential**	1.000	1.622	2.304	0.232	0.303
	Single-family Attached Residential	0.617	1.000	1.421	0.143	0.187
	Multifamily Housing (Mid-Rise) 4 - 10 Story Buildings	0.434	0.704	1.000	0.101	0.132
	Shopping and Retail	4.310	6.989	9.931	1.000	1.307
	Recreational Community Center	3.297	5.347	7.597	0.765	1.000

Example:

To convert 50 Single Family Residential Dwelling Units to Shopping/Retail, multiply 50 * 0.23 =	11,602.00	SF
To convert 10,000 SF Shopping/Retail to Single Family Detached Residentail, multiply 10,000/1000 * 4.310	43.00	Units



Flagler Beach City Commission
November 13, 2025

Voluntary Annexation Application
Large Scale Land Use Map & Text Amendment Application
Master Development Plan Rezoning Application

Project Team

Palm Coast Intracoastal, LLC
Veranda Bay Investments, LLC
Highway 100 Commercial, LLC

Landowner/Developer

Ken Belshe - Representative

Legal

Michael D. Chiumento

Legal

Jay Livingston

Planning

Lindsay Haga, AICP
Jeff Crammond, P.E.

Transportation

Rajesh Chindular, P.E.
Holly Walker, P.E.

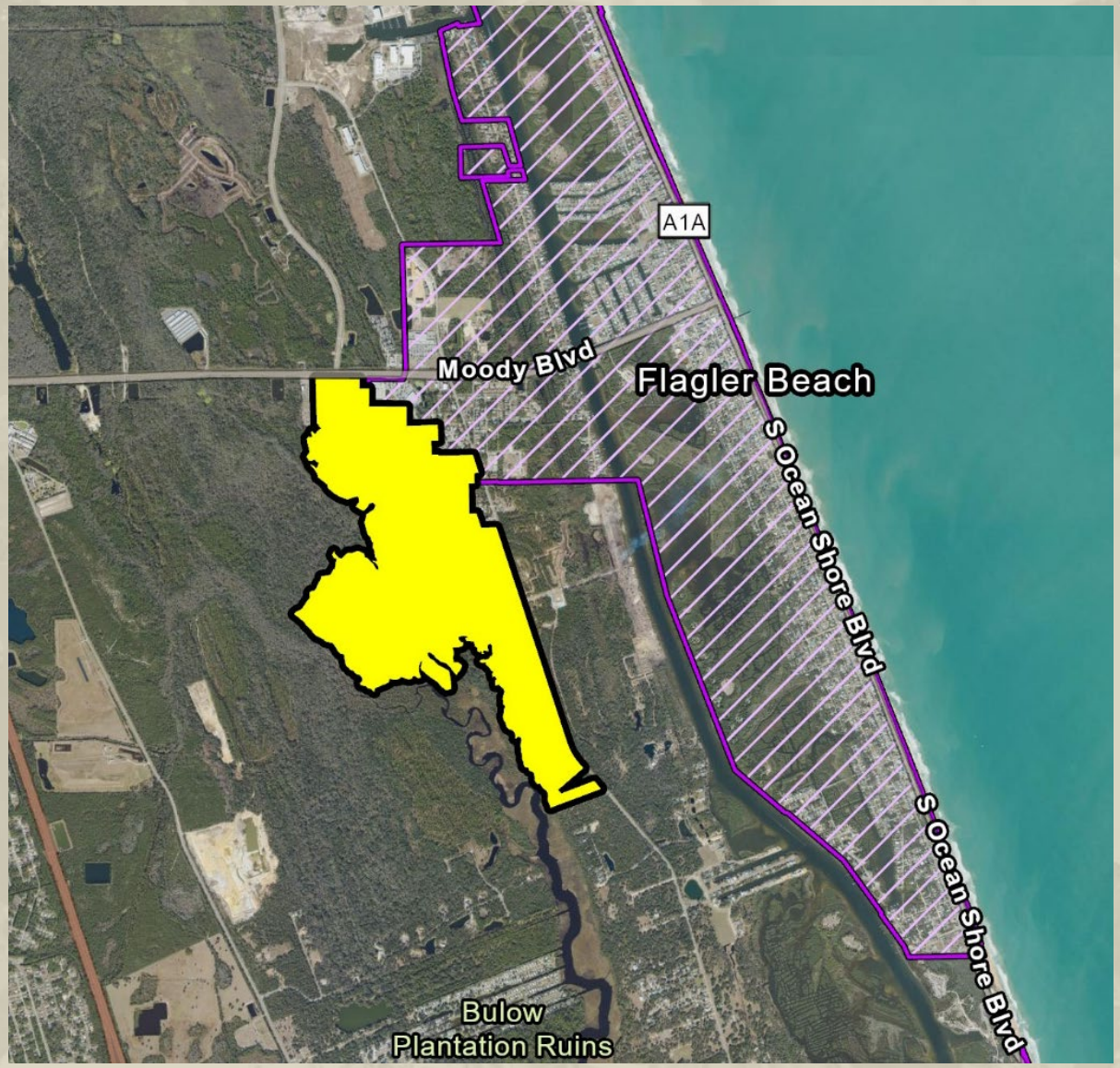
Engineering

Environmental

Location

Vicinity Map

Situated adjacent to Flagler Beach city limits on west side of city



History

November 7, 2005	January 2, 2008	May 24, 2018	November 25, 2020
Gardens at Hammock Beach PUD approved by Flagler County	1,114 +/- acres conveyed to Flagler County for Conservation, Recreation & Public Safey	Current owner acquires the entire PUD	Flagler County approves first phase of 335 lots along with an amendment to Conceptual Site Plan

History

January 25, 2024

City of Flagler Beach Mayor and City Commissioner send letter to invite the developer to consider annexation to Flagler Beach

September 3, 2024

Flagler Beach PARB recommends approval - unanimous

October 17, 2024

Flagler Beach City Commission 1st Reading Approval

Summer 2025

Refiled as two applications

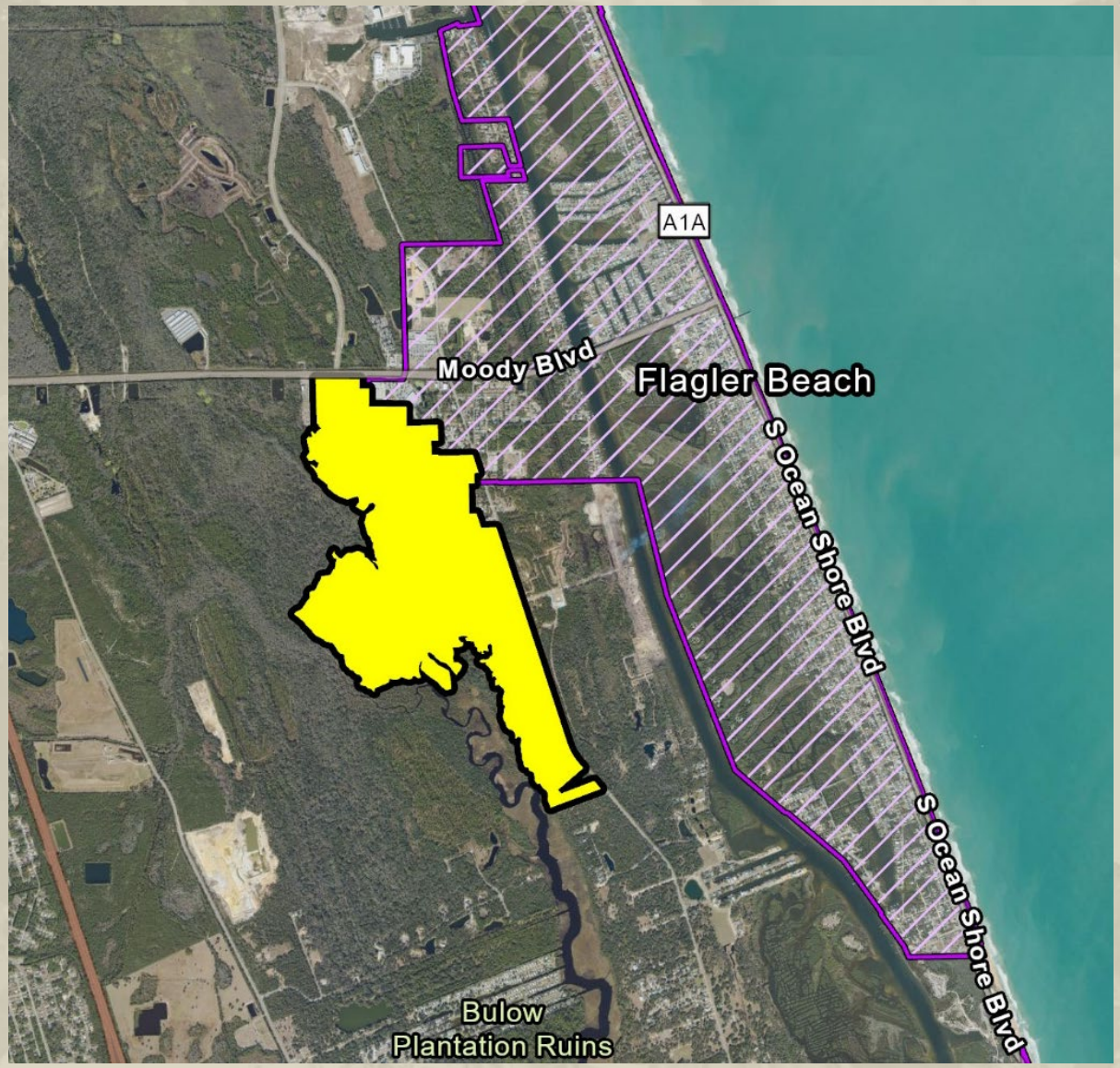
Today

Summer Town Project Applications

Location

Vicinity Map

Situated adjacent to Flagler Beach city limits on west side of city



Developer's Vision

- 250 room boutique hotel
- 840,000 square feet of mixed use including
  - Retail
  - Commercial
  - Restaurant
  - Offices
- Walkable concept
- Commercial architectural approval by PARB
- 1,640 units of low density residential
- Developer commitment of Regional Spine Road with 8ft multi-use path

Developer's Vision

- 40% open space
- 50% of landscape Florida native
- John Anderson roadway buffer
- Bulow Creek setback
- Developer commitment to link to Bulow Creek Headwaters Regional Park
- Tree preservation commitment
- Donation of City parks
- Commitment to stormwater harvesting and reclaimed water for irrigation – no wells

Developer's Vision





















SUMMER
TOWN











SUMMER TOWN


SUMMER
TOWN

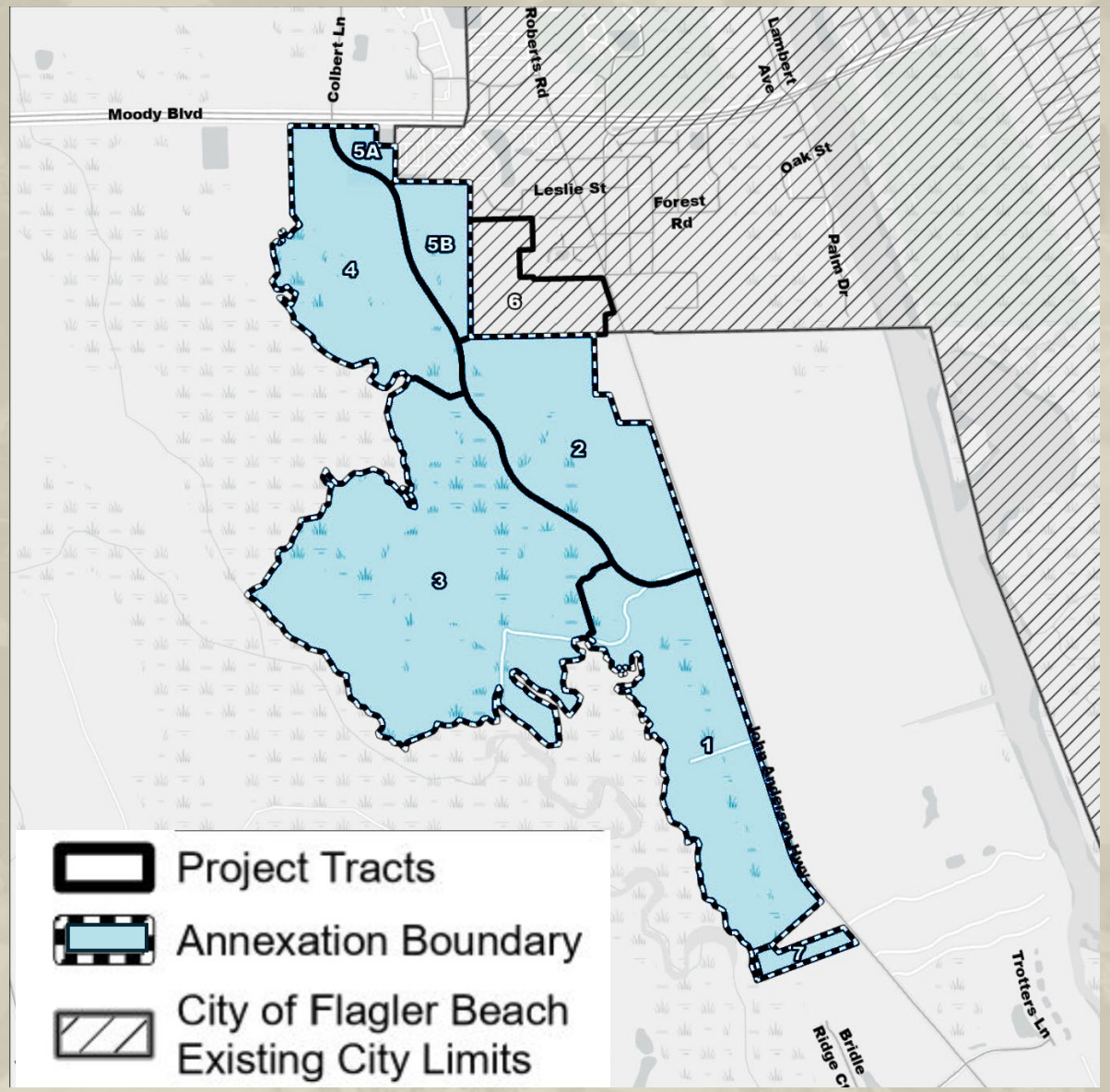
Project Elements

Planning	Public Infrastructure	Environmental	Drainage
Master Plan	Transportation	Open Space	Master Stormwater Plan
Development Program	Utilities	Preservation	
	Public Safety	Buffering	
	School Planning		
	Parks		

Planning

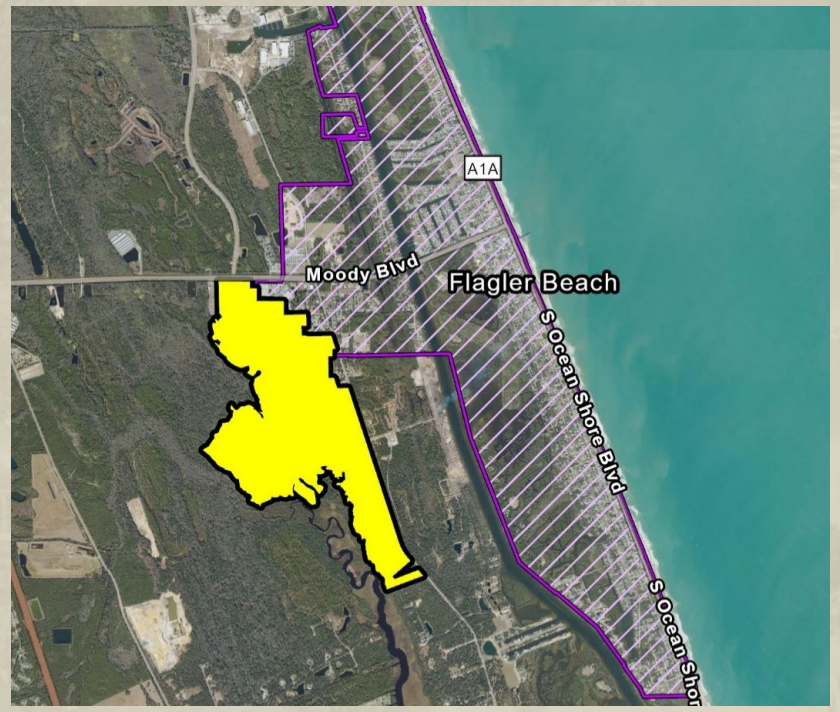
Annexation

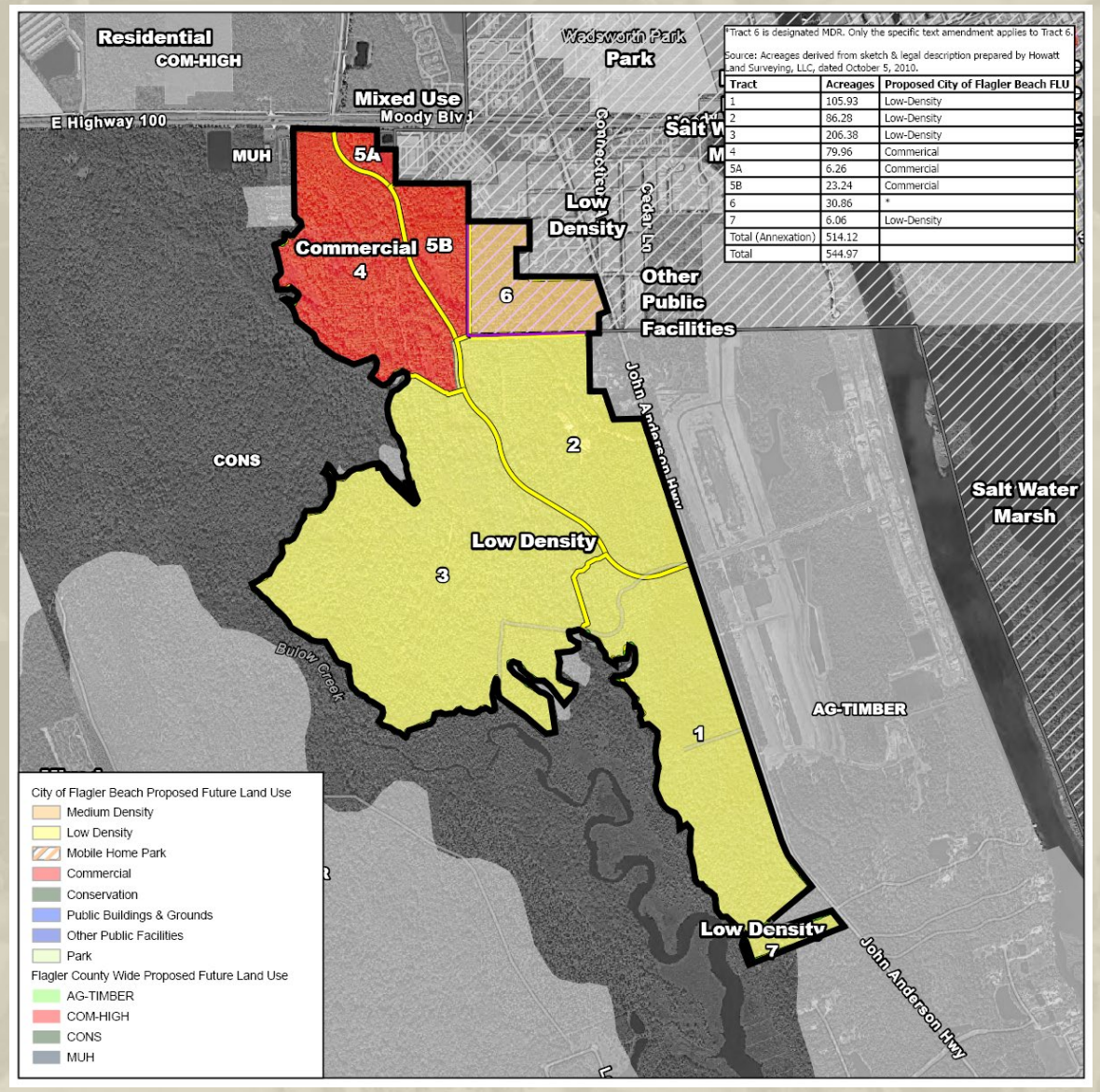
- 30 acres in City (Tract 6)
- 514 acres to be annexed



Planning

Proposed Future Land Use Map





Planning

Proposed Text Amendment

EXHIBIT C

Summertown ("Property") Comprehensive Plan Text Amendment

Policy A.1.1.3.I – Development of the Property shall be limited to a maximum of 1,640 residential units, a maximum of 840,000 square feet of nonresidential uses and a maximum of 250 hotel rooms ("Development Plan"). Land uses permitted within the Low Density Residential and Commercial Future Land Use designation shall be allowed as permitted in the City Comprehensive Plan and Land Development Regulations (July 2025), however, in accordance with this policy, density and intensity permitted by the Comprehensive Plan do not apply to this development. Changes to the Development Plan may be permitted providing the net new external trips (PM peak hour) do not increase as certified by the Developer's traffic engineer.

Planning

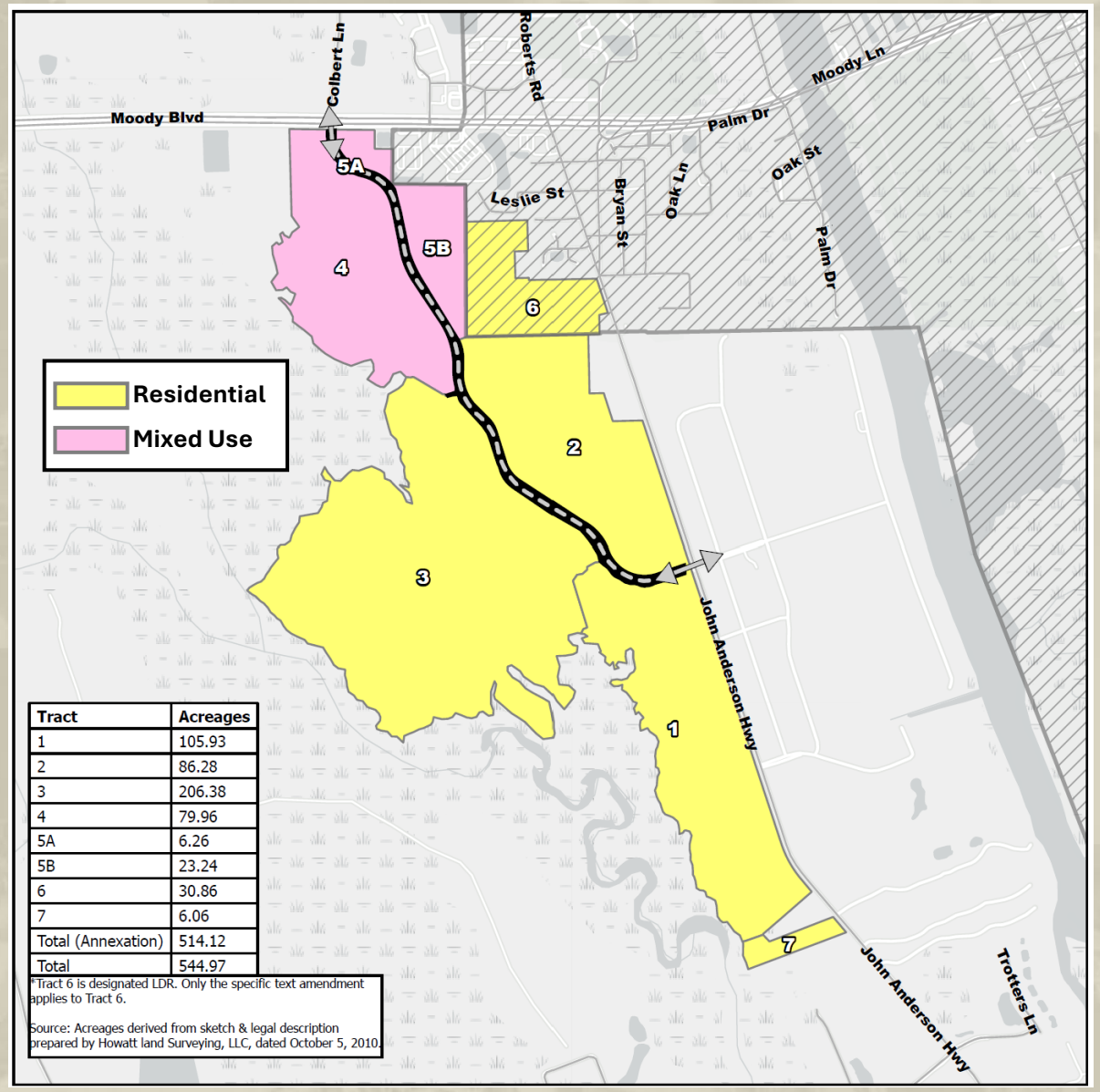
Rezoning Application

MPD Master Plan

- 1,640 homes
- 840,000 square feet commercial retail
- 250 hotel rooms

MPD Text

- Mixed Use, low density (3 units/ac)
- 40% Open Space
- 35' building height
- Vehicular & Pedestrian Access
- *Regional Spine Road connection*
- *Bulow Creek Buffer*
- *Roadway Buffer*
- Commercial architectural requirements per City LDR



Tract	Acreages
1	105.93
2	86.28
3	206.38
4	79.96
5A	6.26
5B	23.24
6	30.86
7	6.06
Total (Annexation)	514.12
Total	544.97

*Tract 6 is designated LDR. Only the specific text amendment applies to Tract 6.

Source: Acreages derived from sketch & legal description prepared by Howatt land Surveying, LLC, dated October 5, 2010.

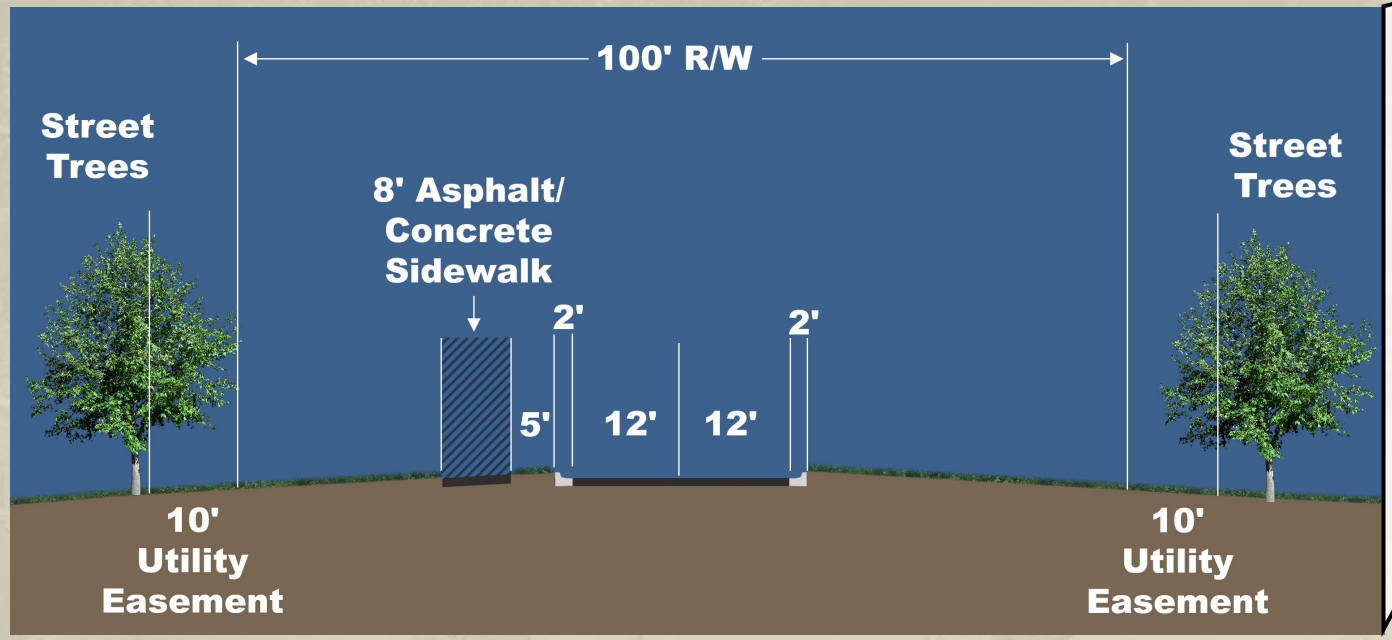
Public Infrastructure

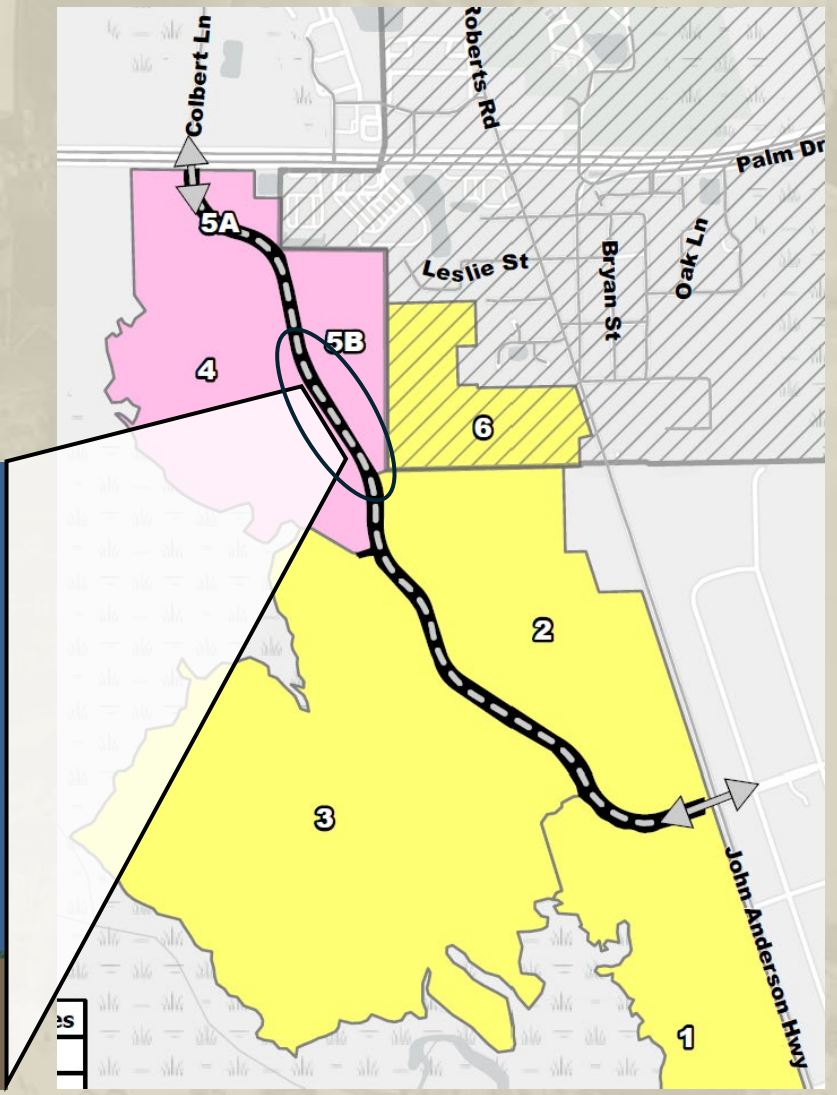
- Transportation
- Utilities
- Public Safety
- School Planning
- Parks

Transportation

Regional Spine Road

- Constructed from SR100 to John Anderson Highway **before** the 150th home built





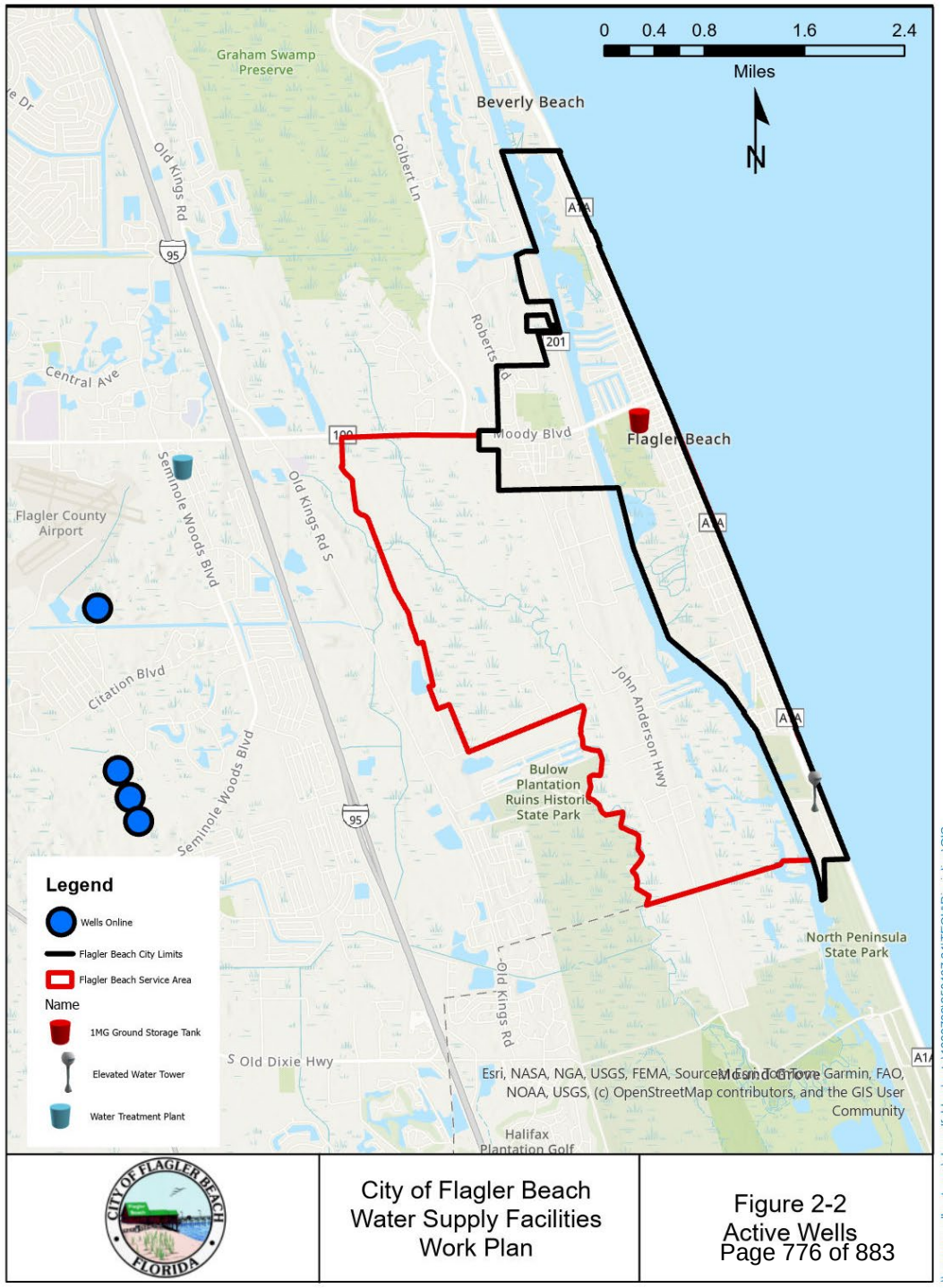
Transportation

Segment & Intersection Analysis

- Existing & Planned roadway infrastructure will accommodate build out through YR2040
- Developer constructed **Regional Spine Road (estimated $5MM)** adds significant capacity to network which will allow all roadway segments to operate at adopted LOS
- Access/Intersection improvements will be constructed, and/or mitigated, at engineering plan approval

Utilities: Water & Sewer

- Currently served by the City
- Adequate capacity exists to serve the project at its full build out
- Developer commitment for reuse
- Common area reuse water incentive
- Homebuilders and multifamily developers will pay impact fees in place at time of building permit
- Estimated minimum **$12.3MM** to be paid in utility impact fees
  (Source: Veranda Bay building permit assessments)


0 0.4 0.8 1.6 2.4
Miles
N
Graham Swamp Preserve
Beverly Beach
Old Kings Rd
Colbert Ln
Roberts Rd
Central Ave
Moody Blvd
Flagler Beach
Flagler County Airport
Seminole Woods Blvd
Old Kings Rd S
Citation Blvd
John Anderson Hwy
Bulow Plantation Ruins Historic State Park
North Peninsula State Park
S Old Dixie Hwy
Halifax Plantation Golf
Legend
Wells Online
Flagler Beach City Limits
Flagler Beach Service Area
Name
1MG Ground Storage Tank
Elevated Water Tower
Water Treatment Plant
Esri, NASA, NGA, USGS, FEMA, Source: Esri, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community
City of Flagler Beach
Water Supply Facilities
Work Plan
Figure 2-2
Active Wells



City of Flagler Beach

800 South Daytona Avenue
Flagler Beach, Florida 32136
Phone 386-517-2000 Ext. 230
Cell 386-276-1007

Office of the City Engineer

September 3, 2024

Subject: Water and Waste-water capacity

Lupita McClenning:

After reviewing our Consumptive User permit from St. Johns River Water Management District, we have a maximum daily allowance of 0.912 MGD. This has been reduced by 10% since the city has had more than 10% of unaccounted water in 2019. Based on our latest reports from Jim Ramer, we are averaging 0.610 MGD for the month of August. This gives the City of Flagler beach the ability to increase our use approximately 23% before we will be required to apply for a new Consumptive use permit. Keep in mind, this does not tank into account any committed flows, already permitted, but not completed yet. The current water plant has a maximum design capacity of 1.5 MGD. In order to set our water plant up for future growth, we will need to start acquiring property for new wells and begin discussions with SJRWMD to increase our consumptive use permit. We have acquired well sites #17 and #18, however wells #10 and #11 may be approaching the end of their useful life, therefore the new wells may not provide the city with additional capacity. We will then need to plan for increasing the capacity of our water treatment plant to at least 2.0 MGD.
The Waste Water Treatment plant currently has a design capacity of 1.0 MGD. We are currently in design, to replace the existing WWTP. The new WWTP will increase our design capacity from 1.0 MGD to 1.5 MGD, with the ability to expand it to 2.0 MGD in the future, if needed. If the city of Flagler Beach intends to grow beyond the 2.0 MGD design capacity, we may need to make sure we have the room for additional expansion at the existing site.

Sincerely,

William Freeman

William H. Freeman, P.E.



City of Flagler Beach

P.O. Box 70 • 105 South Second Street
Flagler Beach, Florida 32136
Phone (386) 517-2000

November 16, 2023

Ms. Denise Bevan
City Manager, Palm Coast
160 Lake Avenue
Palm Coast, Florida 32164

Dear Ms. Bevan:

Based upon conversations with several stakeholders, the owner of several properties, in general and commonly referred to as "Veranda Bay," has expressed interest in annexing the subject properties into the Palm Coast city limits. A map depicting the general area is attached for reference but a list of specific Parcel Identification numbers to be considered for annexation will be subsequently appended to this correspondence.

Under the provisions of the Interlocal Agreement (Water and Wastewater Service Area- John Anderson Corridor) between Flagler County and the City of Flagler Beach (May 16, 2016), the City of Flagler Beach is responsible for the installation (or procurement) and provision of utility services to the subject parcels.

For the purpose of providing utility services, the City's Water Treatment Plant has a production capacity of 2,000,000 gallons per day. The current permit issued by St. Johns River Water Management District (SJRWMD) allows for an average daily withdrawal of water in the amount of 912,000 gallons per day. The permit is in effect until 2036 when the permit will be reviewed. Daily usage of water in 2022 averaged 616,000 gallons. Current storage capacity of treated water is 1,400,000 gallons. Additional wells and storage are planned to increased capacity.

The City's Wastewater Treatment Plant has a current capacity of 1,000,000 gallons per day. A planned expansion of the facility will increase the capacity to 1,500,000, with additional capacity designed to further increase capacity to 2,000,000 gallons per day and incorporate the re-use of wastewater. The most recent three-month average (August, September, October) of daily usage was 798,000 gallons per day.

The above information confirms that the City of Flagler Beach has sufficient existing utility capacity (and the means to develop additional capacity, if necessary) to accommodate the future demand for utility services within the City and for the additional development of "Veranda Bay."

Sincerely,

Dale L. Martin
City Manager

Mr. Dale L. Martin, City Manager; dmartin@cityofflaglerbeach; mobile (904) 557-5047



Utilities: Water

2.0 MGPD (Expansion Capacity)

1.5 Million GPD (Plant Capacity)

1.45 MGPD

98,020 GPD (Projected Veranda Bay Year 2030 Demand)

426,200 GPD (Projected Summertown Year 2045 Demand)

929,750 GPD (Current City Demand)

Utilities: Wastewater

2.0 MGPD (Expansion Capacity)

1.5 Million GPD (Plant Capacity)

2.3 MGPD

487,600 GPD (Projected Veranda Bay Year 2030 Demand)

490,720 GPD (Projected Summertown Year 2045 Demand)

1,372,848 GPD (Current City Demand)

Public Safety

Fire Protection & Other Public Safety

- Developer previously donated three (3) acre parcel for fire station to Flagler County
- Developer previously donated one (1) acre parcel for mosquito control to Flagler County
- Estimated **$7.8MM** to be paid in Fire and Police impact fees *(Source: City of Flagler Beach, average home size 2,500 square feet)*

School Planning

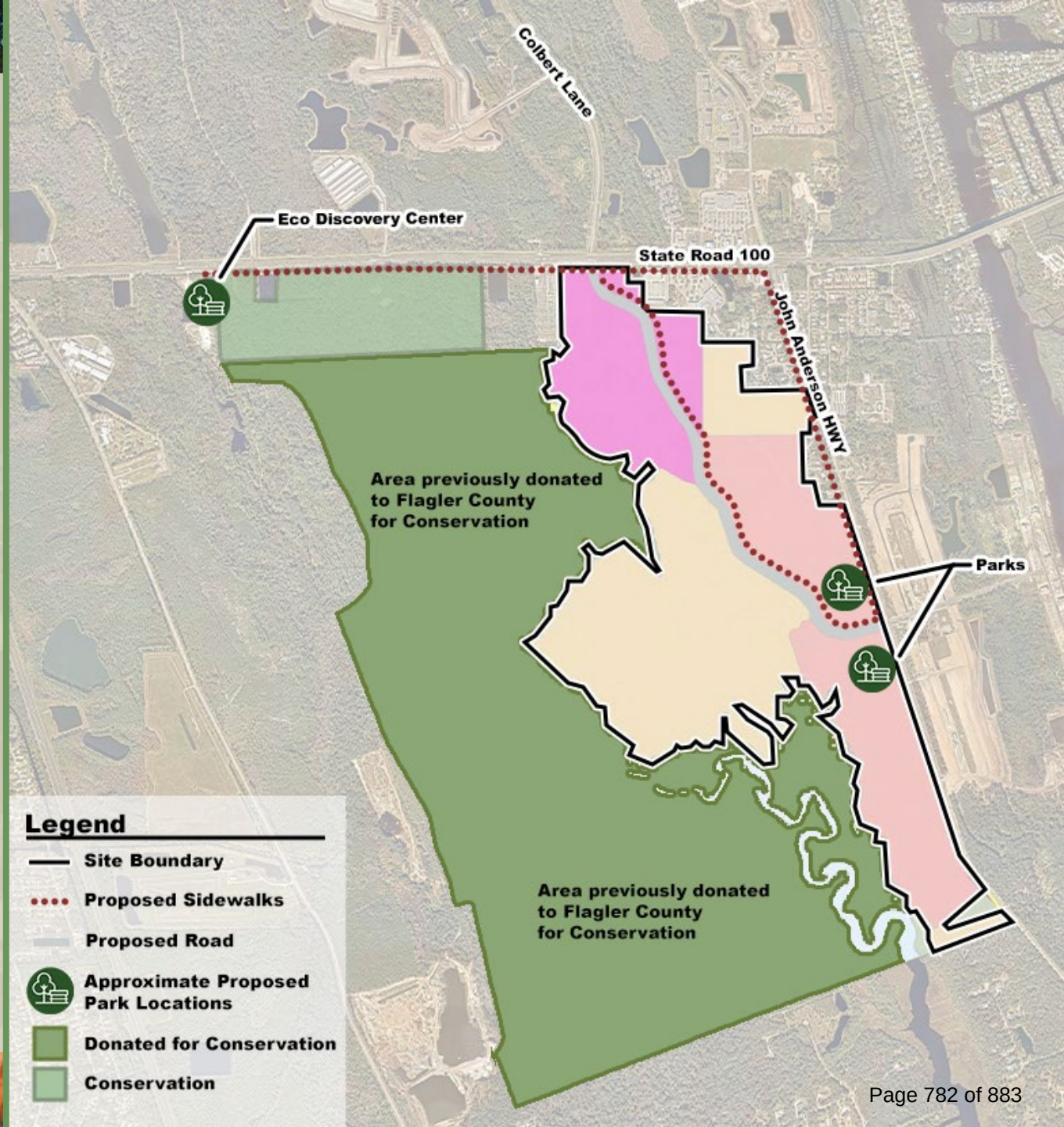
Public Schools

- Developer working with the Flagler County School District for school planning
- Developer will mitigate for any school impacts as required by county regulations
- Estimated **$8.9MM** to be paid in public school impact fee *(Source: Flagler County)*

Parks

Recreation

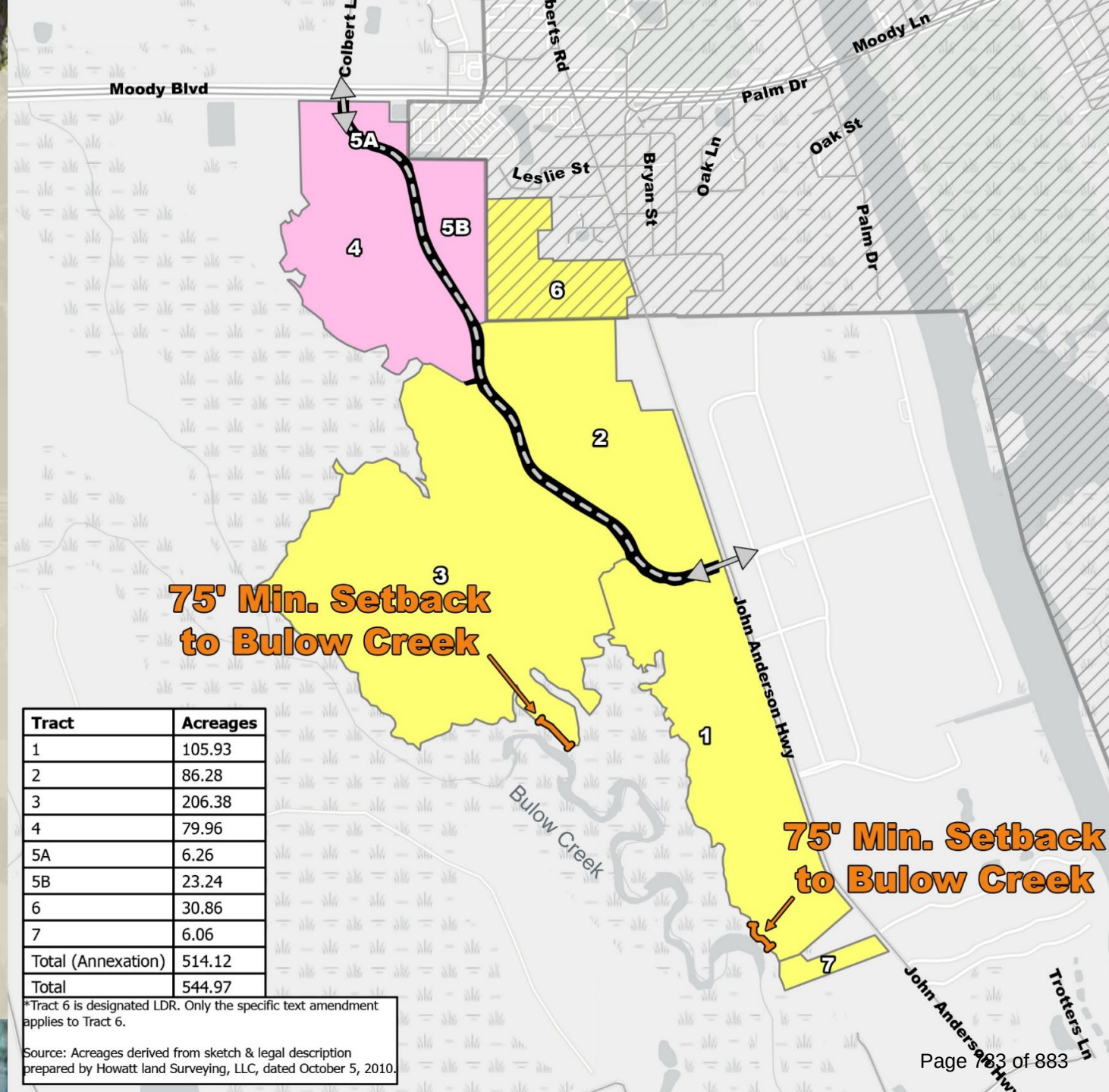
- Prior conveyance of lands, including public boating facility land to Flagler County
- Developer commits to convey two (2)-1 acre park sites with direct access to John Anderson Highway
- Developer commitment to link to Bulow Creek Headwaters Regional Park
- Developer will provide private parks and amenities to serve all 1,640 homes



Environmental

Open Space & Wetland Protection

- Minimum 40% of the Project shall be open space
- Wetland Impact categorized by quality assessment
- Wetland Buffers
  - Natural upland buffer adjacent to wetlands and saltwater marshes
- Bulow Creek setback



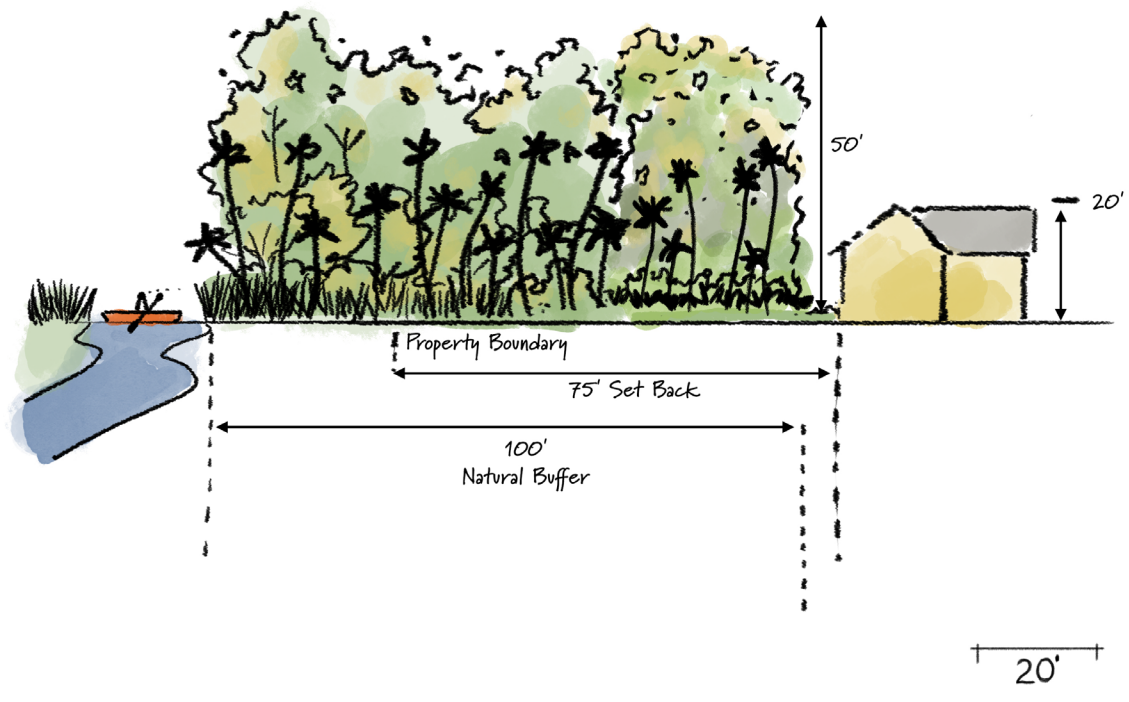
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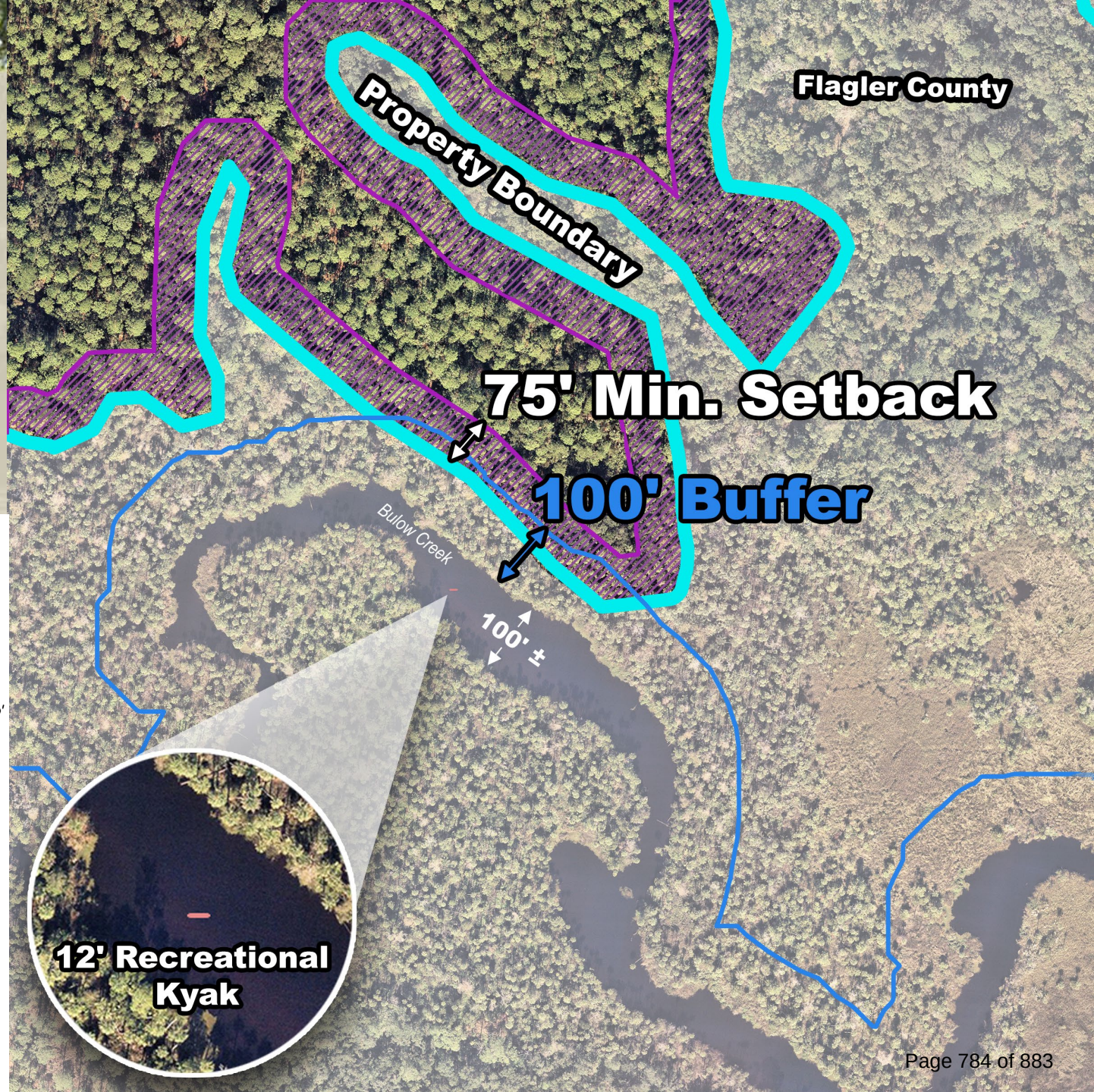
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Environmental

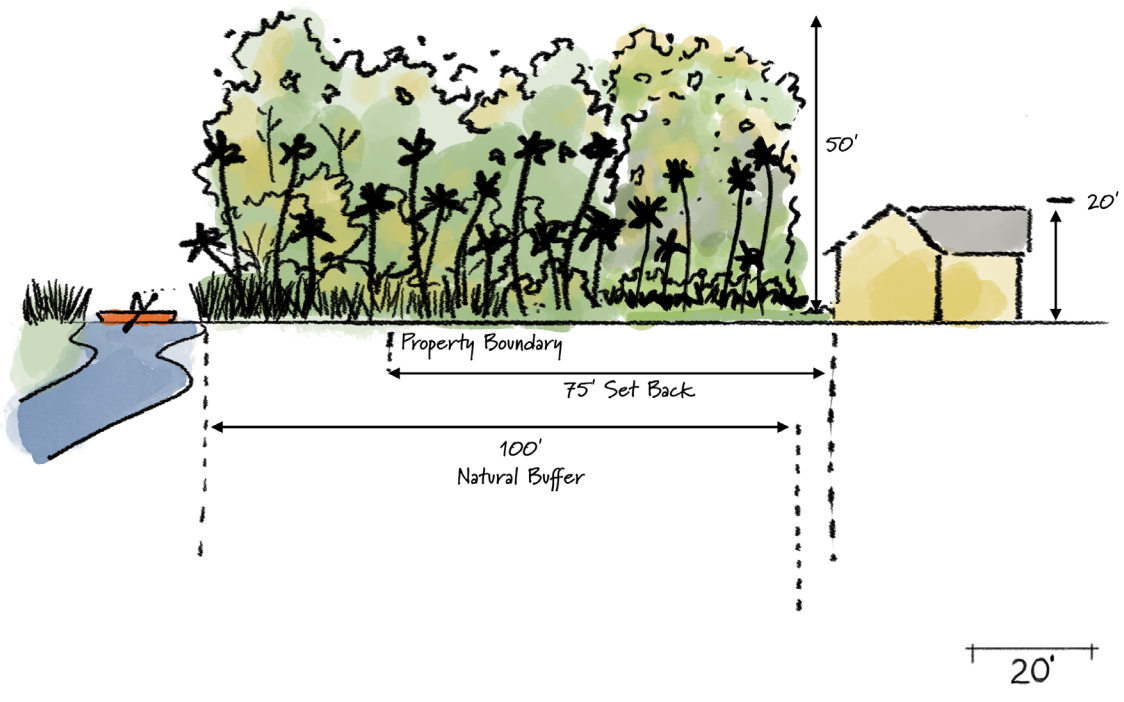
Northern Bulow Creek Buffer and Setback





Environmental

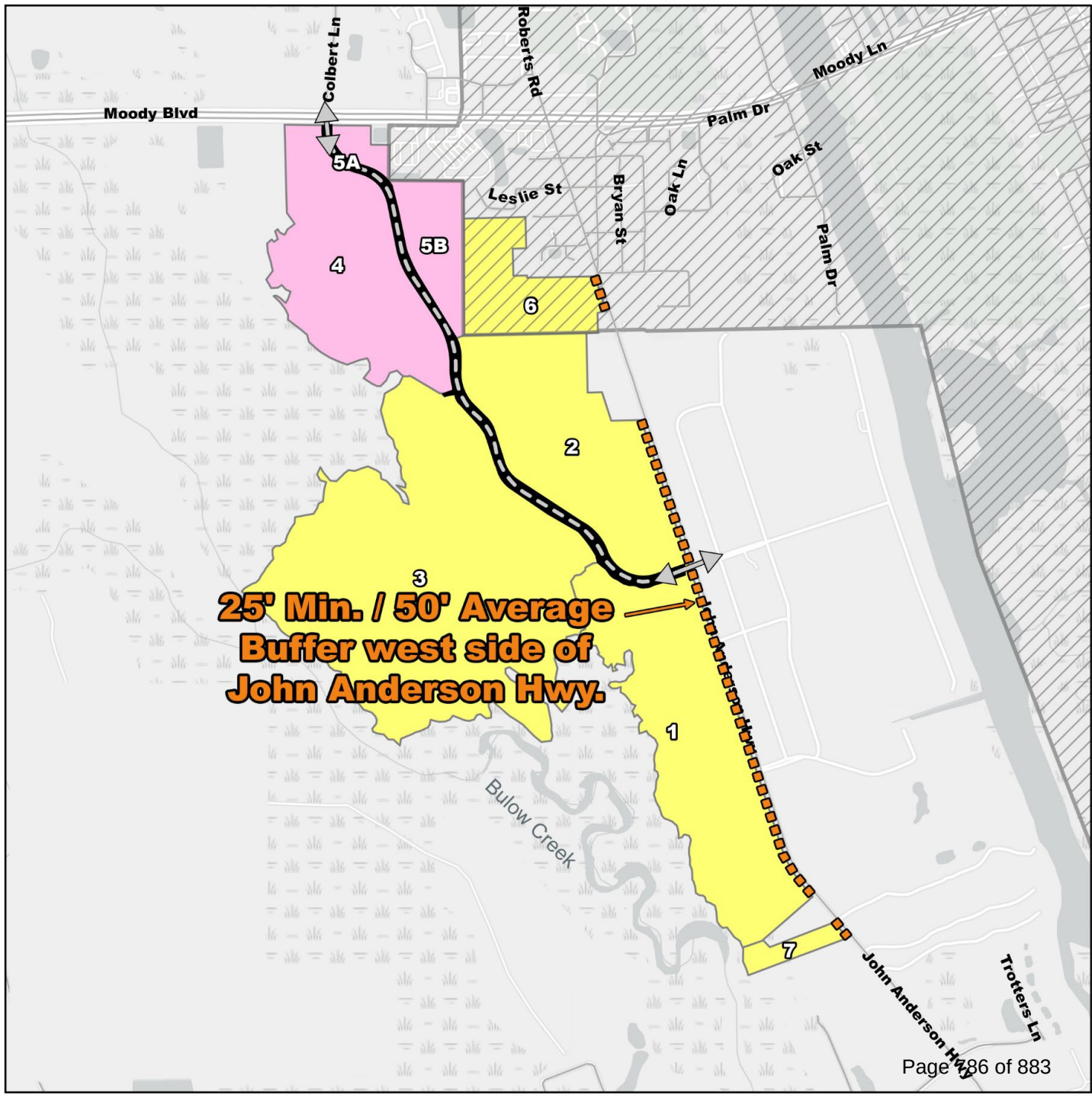
Southern Bulow Creek Buffer and Setback





Environmental

- Average 50 foot buffer along John Anderson Highway
- Stormwater harvesting or reclaimed water for irrigation
- 50% of residential common areas shall be native, drought-tolerant or waterwise vegetation
- Three shade trees per detached lot
- Tree survey for Distinct Trees
  - Mitigation $25 per diameter inch, up to a maximum of $4,000 per Distinct Tree



Drainage

Master Stormwater Plan

- Finished Floor Elevation above Flood Zone X
- Master Drainage Plan
- Master stormwater system owned and maintained by CDD or HOA

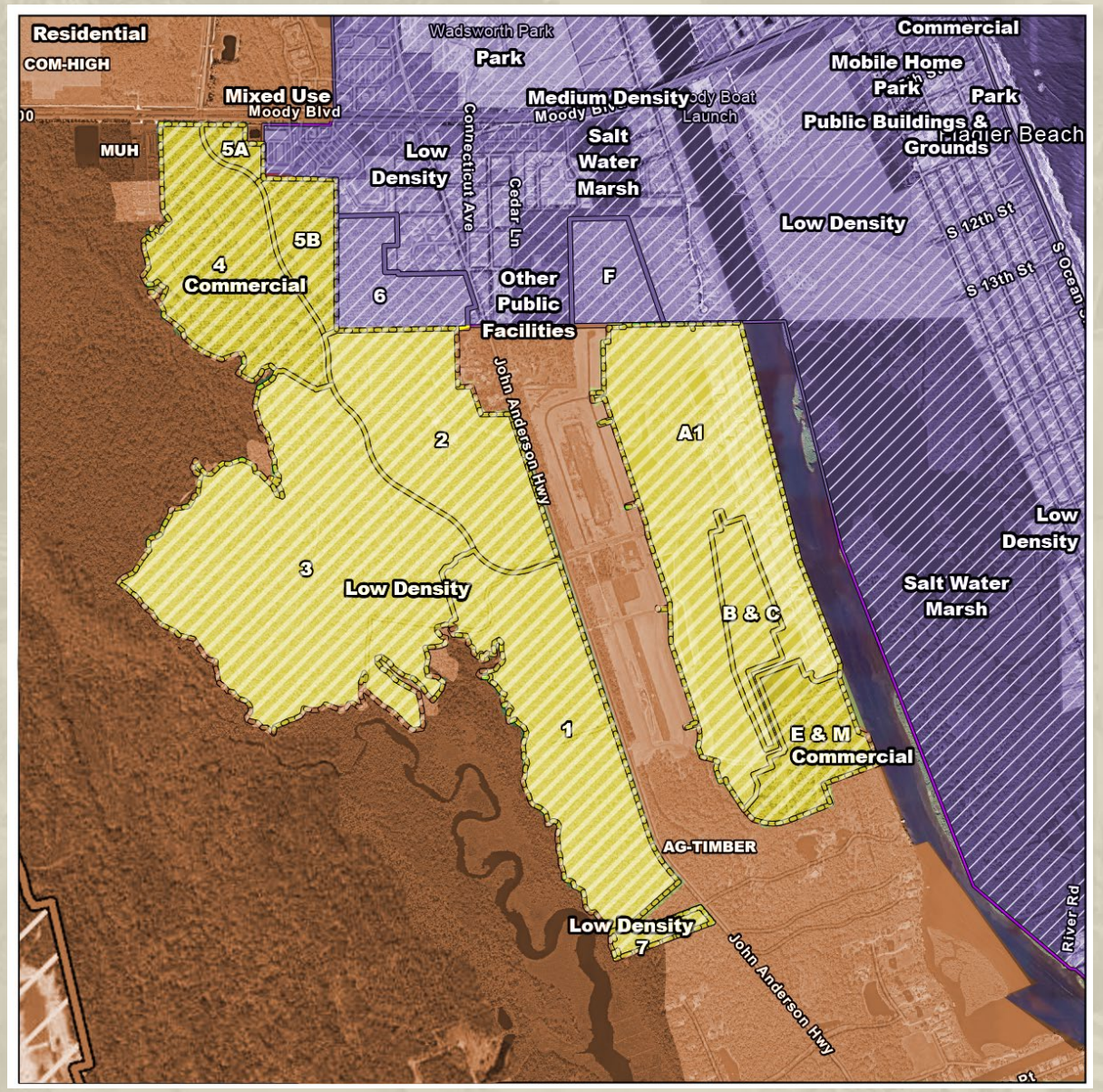
Summary

- **Mixed Use Development** program: a maximum of **1,640 homes** and **840,000 square feet of retail** and **250 hotel rooms** to create a destination and increased tax base.
- **Conservation and Recreation** set aside
- Public safety set aside and impact fee payment
- The project is compatible with the surrounding zoning and Comprehensive Plan
- The infrastructure, recreational and community support amenities to serve this project are **in place** or **will be constructed**.
- Staff recommends **approval** of the FLUM amendment and MPD rezoning, finding both applications consistent with the Comprehensive Plan.

Requested actions

- **Approve** by **first reading** Voluntary Annexation
- **Approve <u>transmittal</u>** of the Comprehensive Plan Amendment
- **Approve** by **first reading** the MPD rezoning

Thank You


Residential
COM-HIGH
Mixed Use
Moody Blvd
MUH
5A
5B
4
Commercial
6
Low
Density
Connecticut Ave
Cedar Ln
Wadsworth Park
Park
Medium Density
Moody Blvd
Salt
Water
Marsh
Other
Public
Facilities
F
Commercial
Mobile Home
Park
Park
Public Buildings &
Grounds
Low Density
S 12th St
S 13th St
2
3
Low Density
John Anderson Hwy
A1
B & C
E & M
Commercial
AG-TIMBER
1
Low Density
7
John Anderson Hwy
Low
Density
Salt Water
Marsh
River Rd

Serial Number
25-00356F

Observer
You. Your Neighbors. Your Neighborhood.
Palm CoastObserver.com

Palm Coast Observer
Published Weekly
Palm Coast, Flagler County, Florida

COUNTY OF FLAGLER

STATE OF FLORIDA

Before the undersigned authority personally appeared Nancy Kay Raymond who on oath says that he/she is Publisher's Representative of the Palm Coast Observer a weekly newspaper published at Palm Coast, Flagler County, Florida; that the attached copy of advertisement,

being a Public Hearing

in the matter of Ordinance 2025-25, 2025-26

in the Court, was published in said newspaper by print in the

issues of 10/30/2025

Affiant further says that the Palm Coast Observer complies with all legal requirements for publication in chapter 50, Florida Statutes.

*This Notice was placed on the newspaper's website and floridapublicnotices.com on the same day the notice appeared in the newspaper.

N. Kay Raymond

Nancy Kay Raymond

Sworn to and subscribed, and personally appeared by physical presence before me,

30th day of October, 2025 A.D.

by Nancy Kay Raymond who is personally known to me.

Sara Hubert

Notary Public, State of Florida
(SEAL)

SARA HUBERT
NOTARY
My Comm. Expires
Sept. 7, 2026
HH 309909
PUBLIC
STATE OF FLORIDA

CITY OF FLAGLER BEACH NOTICE OF PUBLIC HEARING

The City Commission proposes to adopt Ordinance No. 2025-26 Entitled:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING THE OFFICIAL ZONING MAP DESIGNATION FOR APPROXIMATELY 545.54 ACRES OF CERTAIN REAL PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

The City Commission proposes to adopt Ordinance No. 2025-25 Entitled:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING THE COMPREHENSIVE PLAN FUTURE LAND USE MAP DESIGNATION FOR APPROXIMATELY 544.97 ACRES OF CERTAIN REAL PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Applications have been submitted to rezone this property from Planned Unit Development (PUD), Reserved (R), and Single Family Residential (R1) Zoning Districts to the Master Planned Development (MPD) Zoning District, and to amend the Future Land Use Map designation of the property from Agriculture, Conservation, and Mixed Use: High Intensity to Low Density Residential and Commercial. All lands are located as depicted in the Location Map provided below.

PUBLIC HEARINGS ARE SCHEDULED TO BE HELD AT CITY HALL, 105 S. 2ND STREET, FLAGLER BEACH, FLORIDA AS FOLLOWS:

PLANNING AND ARCHITECTURAL REVIEW BOARD TUESDAY, OCTOBER 7, 2025 AT 5:30 P.M.

1ST READING CITY COMMISSION THURSDAY, OCTOBER 9, 2025 AT 5:30 P.M. OR AS SOON THEREAFTER AS POSSIBLE.

2ND READING CITY COMMISSION THURSDAY, NOVEMBER 13, 2025 AT 5:30 P.M. OR AS SOON THEREAFTER AS POSSIBLE.

ALL INTERESTED PARTIES ARE INVITED TO ATTEND.

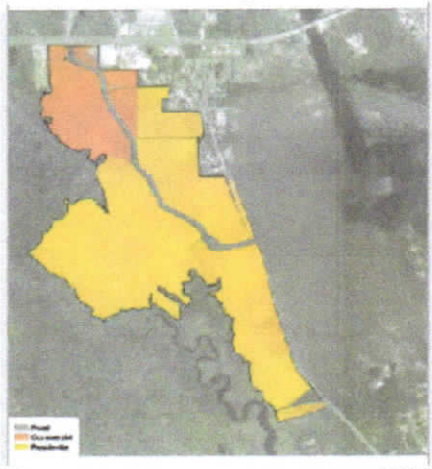
PLEASE DIRECT ANY QUESTIONS TO THE CITY OF FLAGLER BEACH AT (386-517-2000) EXT. 231

The public hearings may be continued to a future date or dates. The times and dates of any continuances of a public hearing shall be announced during the public hearing without any further published notice. The request will be heard at 5:30 PM, or as soon thereafter as possible, in the City Commission chambers located at 105 South Second Street, Flagler Beach, Florida.

If a person decides to appeal any decision made with respect to any matter considered at the above referenced hearings, he/she will need a record of the proceedings. For such purposes, it may be necessary 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 any of these proceedings should contact the City Clerk's Office at 386-517-2000 Ext. 233 at least 48 hours prior to the meeting. For further information about this request, please call the Planning and Building Department at (386) 517-2000 Ext. 231. The public may inspect information that is more detailed during office hours at the Planning and Building Department, 800 S. Daytona Ave.

Location Map



Oct. 30 25-00356F