

residents from driving through the KB Homes community. The multi-family community also has an exclusive exit for its residents onto Whiteview Parkway that also has an entrance at this access point but is limited to emergency vehicles only.

Since the number of multi-family units is above the 100-unit threshold, the Master Site Plan is considered a “Major” (Tier 3) development, requiring review and recommendation by the PLDRB followed by review and final determination by the City Council. If the City Council approves the Master Site Plan, the applicant can follow with a Technical Site Plan application with administrative review of detailed engineering drawings.

**SITE DEVELOPMENT PLAN SUMMARY:**

- PROJECT ACREAGE: 18.84 +/- acres
- NUMBER OF NEW BUILDINGS: One clubhouse and 14 residential buildings
- TOTAL UNITS: 316 multi-family units

**LAND USE AND ZONING INFORMATION**

The following table summarizes the general existing and proposed land use and zoning data:

**SURROUNDING ZONING AND FLUM CATEGORIES**

Direction	FLUM Category	Zoning District
North	Mixed Use	MPD
South	Residential	DPX
East	Residential	DPX
West	Mixed Use	MPD

**SITE DEVELOPMENT REQUIREMENTS:**

Site development must be in accordance with the requirements of the City of Palm Coast Land Development Code, the Comprehensive Plan and the latest Building Codes. The following tables summarize the basic development standard requirements and corresponding proposed development criteria, with which the application complies:

**SITE DEVELOPMENT REQUIREMENTS FOR MPD (MFR-2 USES)**

Criteria (per MPD or LDC)	Required	Provided
Minimum Lot Size	4 acres	18.84 +/- acres
Maximum Density	11.14 units/acre	10.9 units/acre
Maximum Impervious Coverage	70%	46%
Maximum Building Height	60 ft.	45.67 ft.
Minimum living area	650 s.f.	650 s.f. minimum
Minimum Building Setbacks	Front: 25 ft. Rear: 20 ft. Int. Side: 10 ft.	25 ft. minimum 20 ft. minimum 10 ft. minimum

Minimum Parking		
316 x 1.66 spaces/Unit*	525 residential spaces	525 residential spaces
Plus clubhouse at 1 per 250 s.f.	+19 clubhouse spaces	+19 clubhouse spaces
Total spaces including garages	544 total spaces	544 total spaces
316 units x 33% with garages	106 garage spaces	108 garage spaces
Surface spaces	438 surface spaces	436 surface spaces
Including ADA designated parking	20 spaces	20 spaces

\*Per approved Parking Flexibility Study

**MASTER SITE PLAN PROCESS**

The Master Site Plan application process is specified in Section 2.10 of the Unified Land Development Code (LDC). This review process is intended to ensure that site development takes place in an orderly and efficient manner through a process that provides adequate review based on the size and complexity of the proposed development. Master Site Plan review and approval establishes the viability of a development thereby, allowing a project to proceed to the Technical Site Plan process.

This application incorporates a review/approval process coordinated by and through City staff, the PLDRB, and the City Council as applicable. As provided in Table 2-1 of Sec. 2.04 of the LDC, residential projects over 100 units are classified as Major projects, which require review and recommendation from the PLDRB, and with final review and determination by the City Council.

Section 2.10.04 of the LDC establishes the review criteria for a Master Site Plan as detailed below.

<b>Review Criteria</b>	<b>Comments</b>
1. Logic of design	The Master Site Plan proposed for multi-family development illustrates a community consisting of ten 3-story, 30-unit multi-family buildings and four 2-story, 4-unit carriage home buildings. Most of the units are inside a perimeter ring road that allows most residents to walk or bike within the community with minimal interference from motor vehicles.
2. Internal Consistency	The Master Site Plan is designed for the multi-family development of the Whiteview MPD and previously the 205-lot single-family subdivision of the Whiteview MPD commenced development.
3. Impact on neighboring sites	This multi-family project is very well located as the 205-narrow lot KB Homes single-family home project was developed with this multi-family project in mind and also the future park site that is adjacent to both communities was figured into the Whiteview MPD layout. Additionally, across White Mill Drive and Whiteview Parkway is DPX Zoning.
4. Internal vehicle and pedestrian connectivity	Pedestrian accessways will allow future residents to walk and bicycle throughout the site using sidewalks and also travel to public trails along Pine Lakes Parkway and Whiteview Parkway.
5. Public benefit from the project	The project will allow for a wider diversity of housing

	<p>opportunities to be available in Palm Coast which will provide housing for elderly residents and also for younger residents working in jobs that provide essential and key services to all Palm Coast residents.</p>
--	---

**ANALYSIS BASED ON UNIFIED LAND DEVELOPMENT CODE CHAPTER 2, SECTION 2.05.05**

Prior to approval of a Development Order for a Site Plan, the proposed project must be evaluated for conformance with the requirements of LDC Chapter 2, Section 2.05.05, which provides criteria that must be met to issue approval. The proposed project has been evaluated against the review criteria as directed by the LDC, which states: *When reviewing a development order application, the approval authority shall determine whether sufficient factual data was presented in order to render a decision. The decision to issue a development order shall be based upon the following, including but not limited to:*

***A. The proposed development must not be in conflict with or contrary to the public interest;***

**Planning Staff Finding:** The proposed development is not in conflict with or contrary to the public interest, as the specified land use is consistent with the Whiteview MPD Agreement, the City’s LDC and the Comprehensive Plan.

***B. The proposed development must be consistent with the Comprehensive Plan and the provisions of this LDC;***

**Planning Staff Finding:** The request is consistent with the Comprehensive Plan. The following are applicable goals, policies and objectives that the project supports:

- **Chapter 1 – Land Use Element: Goal 1.1** - *Preserve the character of residential communities, prevent urban sprawl and protect open space and environmental resources, while providing a mix of land uses, housing types, services, and job opportunities in mixed use centers and corridors.* Allowing multi-family uses on this infill site will combat urban sprawl by utilizing land that is located east of US 1 and reasonably close to numerous commercial and institutional services. During the MPD Rezoning, the multi-family component assisted in allowing the current property owner to agree to grant the City a deed for an approximate 9-acre future park site by utilizing the density credits for the park site for this multi-family project. Additionally, these multi-family homes will allow a broader mix of housing types in Palm Coast where a preponderance of available homes are single-family detached homes. Multi-family land uses compared to single-family home sites, also allow a significantly better opportunity for preserving open space and protecting environmentally sensitive areas.
- **Chapter 1 – Land Use Element: Policy 1.1.4.5** – *Land use patterns will be required to be efficient and not disproportionately increase the cost of providing and maintaining public facilities, as well as providing housing and transportation strategies that will foster energy conservation.* Public services are already available to serve the site and should have adequate capacity for doing so. Additionally, multi-family homes with fewer exterior walls than detached single-family homes will be significantly more energy efficient.

- **Chapter 3 - Housing Element: Objective 3.4.1 Diversity in Housing Opportunities; Policy 3.4.1.1** – *Through the FLUM and zoning district regulations of the LDC, the City shall make provisions to supply land that can be developed with various types of residential uses, including single-family homes of various sizes, duplexes, multi-family dwellings, and residential units in mixed use developments.* Approval of this multi-family Master Site Plan will allow the developer to move forward with developing multi-family homes in an area that predominantly has single-family and two-family uses but with sufficient buffering and screening between the subject property and these lower density neighboring properties.

***C. The proposed development must not impose a significant financial liability or hardship for the City;***

**Planning Staff Findings:** The proposed development does not impose a significant financial liability or hardship for the City as the project will meet the LDC and the City's concurrency requirements.

***D. The proposed development must not create an unreasonable hazard, or nuisance, or constitute a threat to the general health, welfare, or safety of the City's inhabitants;***

**Planning Staff Finding:** The proposed development poses no unreasonable hazard, nuisance, nor does it constitute a threat to the general health, welfare, or safety of the City's inhabitants. All improvements will be newly constructed and/or developed in compliance with the relevant LDC, Building Code and other agency requirements.

***E. The proposed development must comply with all other applicable local, state and federal laws, statutes, ordinances, regulations, or codes;***

**Planning Staff Finding:** For the project to proceed, the applicant is required to submit a Technical Site Plan, building plans and permit applications as required to the various agencies having jurisdiction, and shall meet all requirements of other applicable local, state and federal laws, statutes, ordinances, regulations and codes.

## **PUBLIC PARTICIPATION**

A neighborhood information meeting was held in the initial step of the development process which was during the MPD Rezoning process for the Whiteview Land MPD.

## **SUMMARY OF FINDINGS**

After review and evaluation of the proposed project for conformance with the requirements of the Whiteview Land MPD, the City of Palm Coast LDC and Comprehensive Plan, staff finds that the proposed conceptual Master Site Plan can meet the requirements for approval. The Master Site Plan process recognizes that up to 25% cumulative design change may be allowed after further engineering.

## **RECOMMENDATION**

Planning staff recommends that the Planning and Land Development Regulation Board find this in compliance with the Comprehensive Plan and recommend approval to City Council for Application #5216, Whiteview Multi-Family a Master Site Plan for 316 homes so the developer

may apply for a Technical Site Plan that would need to meet all applicable development requirements and subject to the following conditions.

1. The applicant's traffic engineer shall submit AM and PM Peak Hour turn lane analyses for the Whiteview Land MPD's access onto Pine Lakes Parkway at least ten days prior to the City Council meeting date.

Prepared By:  
Community Development Department  
City of Palm Coast  
160 Lake Avenue, Suite 135  
Palm Coast, FL 32164

Return To:  
City Clerk  
City of Palm Coast  
160 Lake Avenue, Suite 225  
Palm Coast, FL 32164

**CITY OF PALM COAST**  
**DEVELOPMENT ORDER**  
**APPROVAL**

**WHITEVIEW MULTI-FAMILY APARTMENTS MASTER SITE PLAN**

On April 4, 2023, The City of Palm Coast issued this Development Order relating to and touching and concerning the following described property:

TRACT "G" AND TRACT "K", WHITEVIEW VILLAGE PHASE 1, ACCORDING TO THE  
PLAT THEREOF AS RECORDED IN PLAT BOOK 40, PAGES 46 THROUGH 55, OF  
THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

(The aforementioned property description has been provided to the City of Palm Coast by the owner of the aforescribed property.)

**FINDINGS OF FACT**

**Property Owner: MIRAL CORP**  
**4370 LA JOLLA VILLAGE DR, STE 650**  
**SAN DIEGO, CA 92122**

**Project Name: WHITEVIEW MULTI-FAMILY APARTMENTS**

**Application: MASTER SITE PLAN**

**Project No. 2022080216**

**Application No. 5216**

**Requested Master Site Plan Approval:**

Parcel Nos: 23-11-30-6060-00000-00G0 & 23-11-30-6060-00000-00K0

Acreage: 18.84 +/-

Zoning: MPD (with MPD-2 uses)

Proposed Use: Residential Apartments

Proposed Number of Units: One Clubhouse, 14 Residential Buildings and 316 Multi-Family Units.

The Development Approval sought is consistent with the *City of Palm Coast Comprehensive Plan* and will be developed consistent with and in compliance to applicable

land development regulations and all other applicable regulations and ordinances as set forth in the *Code of Ordinances of the City of Palm Coast*.

The Owners have expressly agreed to be bound by and subject to the development conditions and commitments stated below and have covenanted and agreed to have such conditions and commitments run with, follow and perpetually burden the aforescribed property.

## ORDER

### **NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:**

- (1) The aforementioned application for Development Approval is **GRANTED**.
- (2) All development of the property shall fully comply with all of the codes and ordinances in effect in the City of Palm Coast at the time of issuance of a development order and/or development permit, including but not limited to, all impact fee ordinances.
- (3) The conditions upon this development approval and the commitment made as to this development approval, which have been accepted by and agreed to by the Owner of the property, is as follows:

#### **Comments to be addressed at Technical Site Plan**

TRAFFIC ENGINEER-PHONG NGUYEN - (386) 986-3779 - PNGUYEN@PALMCOASTGOV.COM  
Per the Whiteview Subdivision Plat D.O. dated July 17, 2020, additional conditions section requires "that any new Development Order application, including the multi-family tract or the commercial tract, the applicant shall submit a new traffic study." The original intent of this condition is to assess total project turning movement counts at both access drives for traffic entering and exiting the project in order to determine site access needs. Since then, the Whiteview Multi Family subdivision has applied for development and provided a new traffic study evaluating the access needs for the MF entrance onto White Mill Dr and the proposed SF subdivision is gated so no direct access from the MF onto Pine Lakes Pkwy; however, this traffic study only evaluate the impacts of the MF development but not addressing the Single Family subdivision impacts, especially the SF entrance onto Pine Lakes Pkwy. The original SF entrance distribution of 40.7% to 4% does not reflect actual local distribution as indicated in the recent traffic turning movement counts for Pine Lakes Pkwy at White Mill Dr as conducted for the Whiteview MF development.

Please provide an addendum in term of a Technical Memo to evaluate the build-out conditions for the 205 single family (SF) units by KB Homes to determine site access needs for the SF entrance onto Pine Lakes Pkwy. The City's concern is that the westbound left turn lane may be warranted by the SF subdivision at build-out. Since no residents currently occupied the SF subdivision in order to collect turning movement counts at the SF entrance, please use the recent turning movement counts for the intersection of Pine Lakes Pkwy at White Mill Dr and use the same percentage distribution to evaluate the SF site access needs.

FLAGLER COUNTY SCHOOL BOARD: DAMARIS RAMIREZ - (386)986-3750 - DRAMIREZ@PALMCOASTGOV.COM

Owner shall coordinate with Flagler County School Board, if applicable, in accordance with the Interlocal Agreement to address school concurrency and finalize mitigation schedule impact for students for this project prior to issuance of a Technical Site Plan with Master Plan DO.

#### **Request City Council Approval Subject to the following:**

1. The applicant's traffic engineer shall submit the Technical Memo mentioned above for the AM and

PM Peak Hour turn lane analyses for the Whiteview MPD's access onto Pine Lakes Parkway at least ten days prior to the City Council meeting date.

(4) This Development Order touches and concerns the aforescribed property and the conditions, commitments and provisions of this Development Order shall perpetually burden, run with and follow the said property and be a servitude upon and binding upon said property unless released in whole or part by action of the City of Palm Coast by virtue of a document of equal dignity herewith. The Owners have expressly covenanted and agreed to the provision and all other terms and provisions of this Development Order.

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

**Done and Ordered on the date first written above.**

**As approved and authorized for execution by the City of Palm Coast Planning and Land Development Regulation Board on April 4, 2023.**

**Attest:**

**CITY OF PALM COAST, FLORIDA**

\_\_\_\_\_  
Virginia Smith, City Clerk

\_\_\_\_\_  
David Alfin, City Mayor

\_\_\_\_\_ Sign and Record



**Development Order Affidavit**

**OWNER'S CONSENT AND COVENANT:**

Project Name: WHITEVIEW MULTI-FAMILY APARTMENTS  
Project No.: 2022080216  
Application Type: MASTER SITE PLAN  
Application No.: 5216

**COMES NOW**, MIRAL CORP, the Owner on behalf of itself and its successors, assigns and transferees of any nature, whatsoever, and consents to and agrees with the covenants to perform and fully abide by the provisions, terms, and conditions, and commitments set forth in this Development Order. Affiant states that he/she accepts the findings, as outlined in this Development Order, and further states that he/she has neither paid nor promised any person, firm or corporation any discount, rebate, commission, or refund for the purpose of securing the said Development Order for WHITEVIEW MULTI-FAMILY APARTMENTS:

MIRAL CORP  
4370 LA JOLLA VILLAGE DR, STE 650  
SAN DIEGO, CA 92122

\_\_\_\_\_  
Authorized Signer

**ACKNOWLEDGEMENT**

**STATE OF** \_\_\_\_\_

**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me, by means of \_ physical presence or \_ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_ of MIRAL CORP who is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification and did/did not take an oath.

**WITNESS** my hand and official seal in the County and State last aforesaid this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public

**RESOLUTION 2023-\_\_\_\_**  
**WHITEVIEW MULTI-FAMILY APARTMENTS MASTER SITE PLAN**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING APPLICATION #5216 WHITEVIEW MULTI-FAMILY APARTMENTS MASTER SITE PLAN; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on August 30, 2022, Application No. 5216, (hereinafter “the application”) was submitted by Miral Corp to the City of Palm Coast Community Development Department for approval of a residential Master Site Plan for 316 apartments on 18.84 +/- acres of land located at the northwest corner of White Mill Drive and Whiteview Parkway; and

**WHEREAS**, the City staff has reviewed the development proposal and has determined that it is in accordance with the codes, ordinances and land development regulations of the City; and

**WHEREAS**, the Planning and Land Development Regulation Board held a public hearing on the application at a meeting on March 15, 2023, and determined it is in compliance with the Comprehensive Plan and recommended approval to the City Council by a \_\_\_\_ vote; and

**NOW, THEREFORE, BE IT RESOLVED** by the City of Palm Coast, Flagler County, Florida:

**SECTION 1. APPROVAL APPLICATION/FINDINGS.**

(a). The City Council hereby approves the application for Whiteview Multi-Family Apartments Master Site Plan for a 316-unit apartment community located at the northwest corner of White Mill Drive and Whiteview Parkway and hereby authorizes the Mayor of the City of Palm Coast to execute the Development Order.

(b). The development approval sought under and pursuant to the application is consistent with the City of Palm Coast Comprehensive Plan and development of the property will be subject to and consistent with and in compliance with applicable land development

regulations and all other applicable regulations and ordinances as set forth in the *Code of Ordinances of the City of Palm Coast*.

**SECTION 2. SEVERABILITY.** It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Resolution are severable, and if any phrase, clause, sentence, paragraph or section of this Resolution shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Resolution.

**SECTION 3. CONFLICTS.** All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed.

**SECTION 4. IMPLEMENTING ACTIONS.** The City Manager, or designee, is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

**SECTION 5. EFFECTIVE DATE.** This Resolution shall become effective immediately upon its passage and adoption.

**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida, on this \_\_\_\_ day of \_\_\_\_\_ 2023.

**CITY OF PALM COAST, FLORIDA**

*ATTEST:*

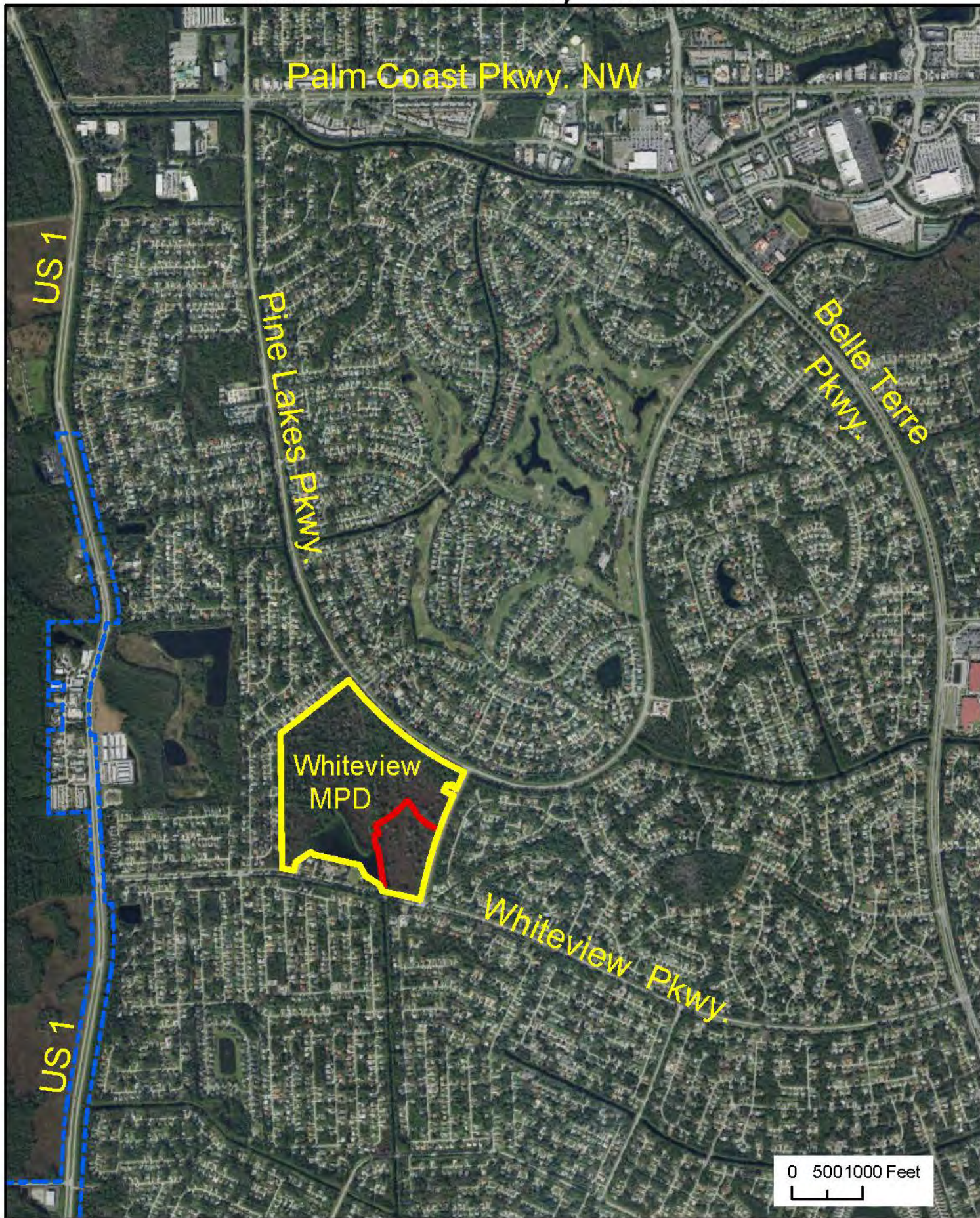
\_\_\_\_\_  
DAVID ALFIN, MAYOR

\_\_\_\_\_  
VIRGINIA A. SMITH, CITY CLERK




Approved as to form and legality

\_\_\_\_\_  
NEYSA BORKERT, ESQ  
CITY ATTORNEY

# Whiteview Multi-Family Distant Aerial



## Legend




-  Palm Coast City Limits
-  Whiteview Multi-Family
-  Whiteview Boundary All



# Whiteview Multi-Family Closeup Aerial

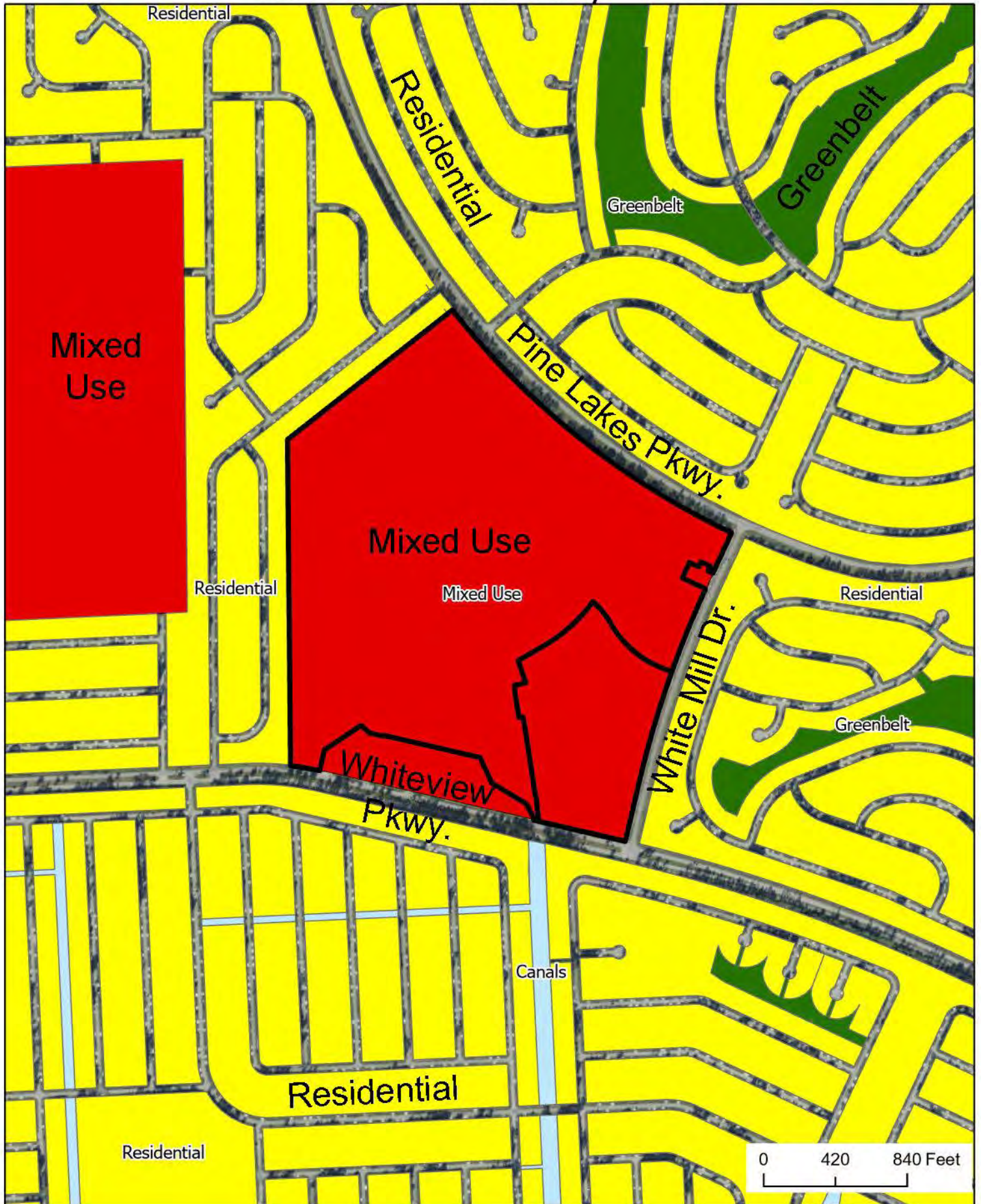


## Legend

-  Palm Coast City Limits
-  Whiteview Boundary All
-  Whiteview Multi-Family



# Whiteview Multi-Family - FLUM



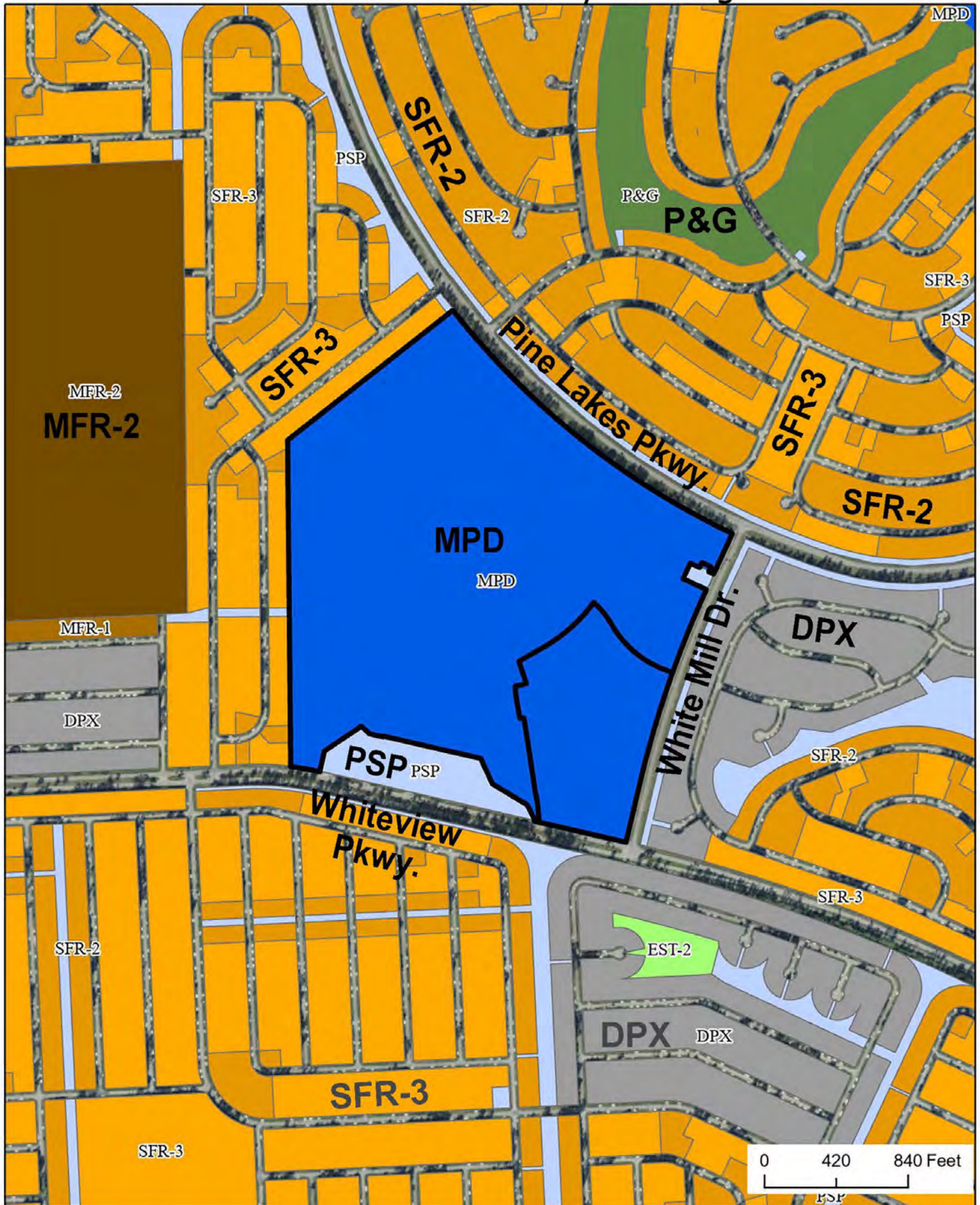
- Legend**
- Palm Coast City Limits
  - Whiteview Multi-Family
  - Whiteview Boundary All

- Canals
- Greenbelt

- Mixed Use
- Residential



# Whiteview Multi-Family - Zoning



- Legend**
- Palm Coast City Limits
  - Whiteview Multi-Family
  - Whiteview Boundary All
  - Palm Coast Zoning
  - DPX

- EST-2
- MFR-1
- MFR-2
- MPD
- P&G
- PSP
- SFR-2
- SFR-3



# WHITEVIEW MULTIFAMILY

## MASTER SITE PLAN WISTERIA LN., PALM COAST, FL

SECTION 23 & 26, TOWNSHIP 11S, RANGE 30E  
LAT.: 29°14'24.75"N LONG.: 81°14'56.94"W

**ALLIANT**  
10475 Fortune Pkwy,  
Suite 101  
Jacksonville, FL 32256  
904.240.1351 MAIN  
www.alliant-inc.com  
CA# 29471

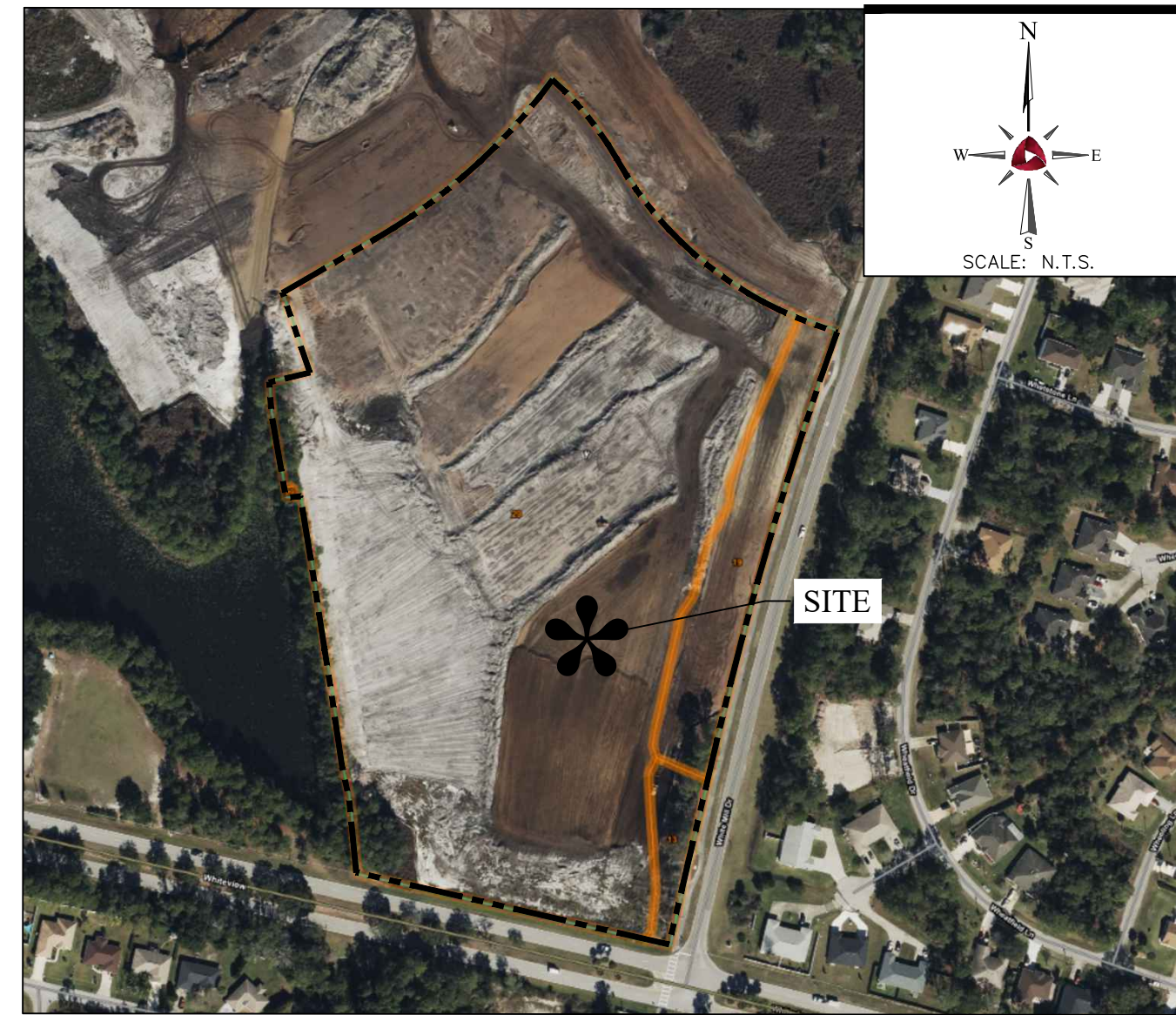
FOR CITY USE

Design Team	<b>OWNER</b> MIRBOD & ASSOCIATES 4370 LA JOLLA VILLAGE DR, 650 SAN DIEGO, CA 92122 CONTACT: MARC MIRBOD PH: (310) 709-3868 EMAIL: marc@mirbod.com	<b>DEVELOPER:</b> MESA CAPITAL PARTNERS 3060 PEACHTREE ROAD NW, SUITE 970 ATLANTA, GA 30305 CONTACT: TY MITCHELL PH: (470) 719-2303 EMAIL: tmitchell@mesacap.com	<b>LANDSCAPE ARCHITECT:</b> ANDREW S. DANCE & ASSOCIATES, LLC. 13 EVANSVILLE LN PALM COAST, FL 32164 CONTACT: ANDREW DANCE PH: (386) 627-5600 EMAIL: andrewdancerla@gmail.com	<b>ENGINEER:</b> ALLIANT ENGINEERING, INC. 10475 FORTUNE PKWY., SUITE 101 JACKSONVILLE, FL 32256 CONTACT: CURT WIMPEE, P.E. PH: (904) 647-5383 EMAIL: cwimpee@alliant-inc.com	<b>SURVEYOR:</b> ALLIANT SURVEYING, INC. 10475 FORTUNE PKWY., SUITE 2 JACKSONVILLE, FL 32256 CONTACT: CLAYTON WALLEY, PSM PH: (904) 240-1351 EMAIL: cwalley@alliant-inc.com	<b>GEOTECHNICAL ENGINEER:</b> ECS FLORIDA, LLC 2706 S. RIDGEWOOD AVE., STE. 2 SOUTH DAYTONA, FLORIDA 32119 CONTACT: VICTOR FALTAS PH: (386) 944-9588 EMAIL: vfaltas@ecslimited.com	Design Team

### SOILS MAP LEGEND

- 13 - IMMOKALEE FINE SAND, 0 TO 2 PERCENT SLOPES
- 19 - VALKARIA FINE SAND, 0 TO 2 PERCENT SLOPES
- 29 - UDARENTS, MODERATELY WET

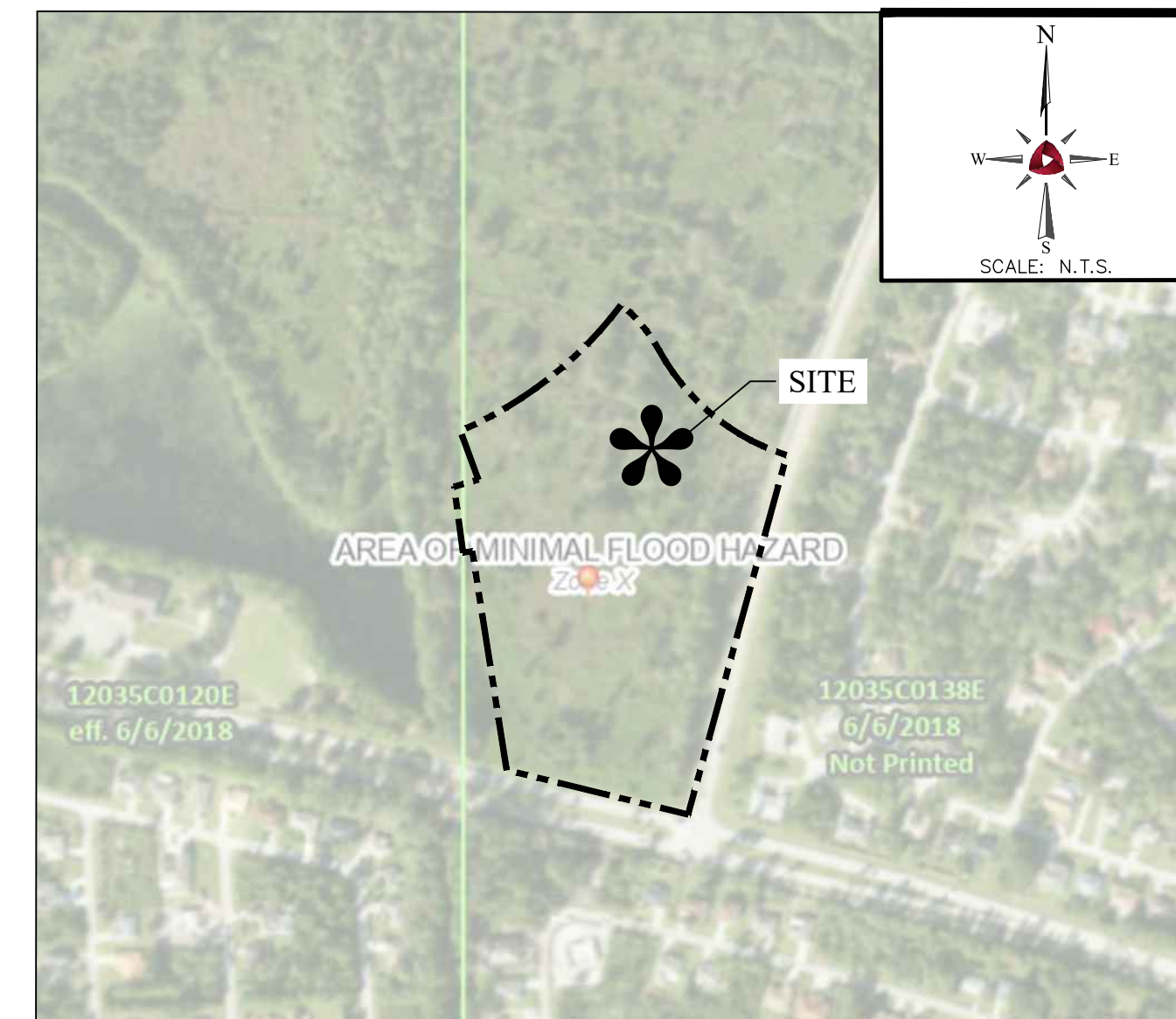
SOURCE:  
USDA NATURAL RESOURCES CONSERVATION SERVICE - WEB SOIL SURVEY



SOILS MAP



VICINITY MAP



FLOOD MAP

### FLOOD MAP LEGEND

ZONE X: AREA OF MINIMAL FLOOD HAZARD  
FEMA FLOOD INSURANCE RATE MAP  
COMMUNITY PANEL MAP #12035C0138E  
& 12035C0120E DATED JUNE 6, 2018

### UTILITY OPERATING AUTHORITIES:

**ELECTRIC:**  
FLORIDA POWER & LIGHT COMPANY  
5910 E. HIGHWAY 100  
PALM COAST, FL 32164  
CONTACT: BREAHA BEAN  
PH: (386) 586-6422  
EMAIL: breaaha.bean@fpl.com

**WATER AND SEWER SERVICE:**  
CITY OF PALM COAST (COPC UTILITIES)  
2 UTILITY DRIVE  
PALM COAST, FL 32137  
CONTACT: CHRIS JOHNSON  
PH: (386) 986-2384  
EMAIL: cjohnson@palmcoastgov.com

**TELEVISION AND PHONE:**  
BRIGHTHOUSE/SPECTRUM  
2323 N. STATE STREET  
BUNNELL, FL 32110  
PH: (866) 874-2389

**GAS:**  
TECO PEOPLES GAS  
4040 PHILLIPS HIGHWAY  
JACKSONVILLE, FL 32207  
CONTACT: BRIAN ROSKE  
PH: (904) 553-6914  
EMAIL: bkraske@tecoenergy.com

### SITE DATA

<b>SITE ADDRESS</b> NW CORNER OF WHITEVIEW PKWY. & WHITE MILL DR., PALM COAST, FL 32164	<b>AREA CALCULATIONS</b> TOTAL SITE AREA = 820,737 SF = 18.84 AC PROPOSED ASPHALT ROAD/DRIVES = 182,300 SF = 4.18 AC = 22.21% PROPOSED BUILDINGS = 141,569 SF = 3.25 AC = 17.25% PROPOSED DETACHED GARAGES = 16,008 SF = 0.37 AC = 1.95% PROPOSED SIDEWALKS/PADS = 35,955 SF = 0.83 AC = 4.38%
<b>TAX PARCEL I.D. NO.</b> 23-11-30-6060-00000-00G0 23-11-30-6060-00000-00K0	<b>DENSITY CALCULATIONS</b> ALLOWABLE DENSITY PER THE MPD: AREA: 27 AC MULTI-FAMILY SITE + 2 AC PREVIOUSLY COMMERCIAL-RESERVED SITE. TOTAL = 29 AC UPLAND = 26.69 AC WETLAND = 2.31 AC 26.69 AC X 12 UNITS/AC + 2.31 AC X 3 UNITS/AC = 327 MAX. PROPOSED DENSITY = 316 UNITS
<b>GENERAL PROJECT DESCRIPTION</b> THE PROPOSED DEVELOPMENT WILL PROVIDE 316 MULTI-FAMILY HOUSING UNITS.	<b>RECREATIONAL AREA CALCULATIONS</b> TOTAL RECREATION ARE REQUIRED: 316 UNITS X 2.4 PERSONS PER HOUSEHOLD X 8 AC / 1000 POPULATION = 6.07 AC ACTIVE RECREATION AREA REQUIRED: 0.625 X 6.07 AC = 3.79 AC PASSIVE RECREATION AREA REQUIRED: 0.375 X 6.07 AC = 2.28 AC RECREATION AREA PROVIDED ON MULTI-FAMILY SITE: 4.60 AC (ACTIVE) AREA INCLUDED FOR PARKLAND DEDICATION ON PREVIOUSLY COMMERCIAL-RESERVED SITE: 1.47 AC (PASSIVE)
<b>PROJECT DATUM AND COORDINATE SYSTEM</b> VERTICAL: NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) HORIZONTAL: FLORIDA STATE PLANE NAD83 (FL83-EF)	<b>PERMITS REQUIRED</b> • CITY OF PALM COAST PRELIMINARY PLAT • CITY OF PALM COAST FINAL PLAT • CITY OF PALM COAST TECHNICAL SITE PLAN • FDEP WATER PERMIT • FDEP WASTEWATER PERMIT • SURFWD ENVIRONMENTAL RESOURCE PERMIT
<b>ZONING</b> MPD	<b>BUILDING SETBACKS</b>
<b>FUTURE LAND USE</b> DRI MIXED USE	<b>FDOT DATA</b> SUBJECT PROPERTY DOES NOT ABUT AN FDOT ROADWAY
<b>BUILDING HEIGHT</b> 60' MAX 45'-8" MAX PROPOSED	<b>STORMWATER SUMMARY</b> THE PROPOSED SITE SHALL BE GRADED TO DRAIN TO STORMWATER COLLECTION INLETS THAT FLOW TO 2 ON-SITE DRY RETENTION PONDS. THE DRY RETENTION PONDS FLOW TO THE EXISTING WHITEVIEW SINGLE FAMILY DEVELOPMENT WET DETENTION PONDS. THE DETENTION PONDS DISCHARGE THROUGH THEIR RESPECTIVE CONTROL STRUCTURES.
<b>BUILDING SETBACKS</b> FRONT 20' REAR 10' INTERIOR SIDE 5' STREET SIDE 15'	<b>BUILDING UNIT DISTRIBUTION</b> RESIDENTIAL: 1 BED = 120 UNITS 2 BED = 166 UNITS 3 BED = 30 UNITS SUBTOTAL = 316 UNITS
<b>PARKING CALCULATIONS</b> TOTAL PROPOSED RESIDENTIAL UNITS = 316 UNITS PARKING CALCULATIONS 1.5 SPACES/ UNIT (316 UNITS X 1.5) = 474 SPACES	<b>PROPOSED</b> SURFACE PARKING: 436 SPACES DETACHED GARAGES: 48 SPACES ATTACHED GARAGES: 60 SPACES TOTAL PARKING SPACES PROVIDED = 544 SPACES
<b>BICYCLE RACK CALCULATIONS</b> 474 VEHICLE SPACES REQUIRED BICYCLE RACK SPACES: 474 X 0.1 = 47.4 ≈ 48 SPACES REQUIRED BICYCLE RACK SPACES PROVIDED = 48 SPACES	

### LEGAL DESCRIPTION:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF  
FLAGLER, STATE OF FLORIDA, AND DESCRIBED AS FOLLOWS:  
TRACT "G" AND TRACT "K", WHITEVIEW VILLAGE PHASE 1, ACCORDING TO  
THE PLAT THEREOF AS RECORDED IN PLAT BOOK 40, PAGES 46-55, OF  
PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.



Know what's below.  
Call before you dig.  
Dial 811

Sheet Number	Sheet Title
C-0.0	COVER SHEET
C-1.0	CONCEPTUAL SITE PLAN
C-2.0	CONCEPTUAL DRAINAGE PLAN
C-3.0	CONCEPTUAL UTILITY PLAN
C-4.0	AUTOTURN FIRE TRUCK EXHIBIT
M-01	OVERALL CONCEPTUAL LANDSCAPE PLAN
M-02	LANDSCAPE CODE SUMMARY AND TREE INVENTORY

NO. DATE DESCRIPTION

WHITEVIEW MULTIFAMILY  
WISTERIA LN.  
PALM COAST, FL  
MASTER SITE PLAN  
COVER SHEET

CURT WIMPEE, P.E.  
Date 7/9/24  
License No. 79764

PROJECT TEAM DATA  
DESIGNED: CMW  
DRAWN: MC  
PROJECT NO: 222-0022

C-0.0

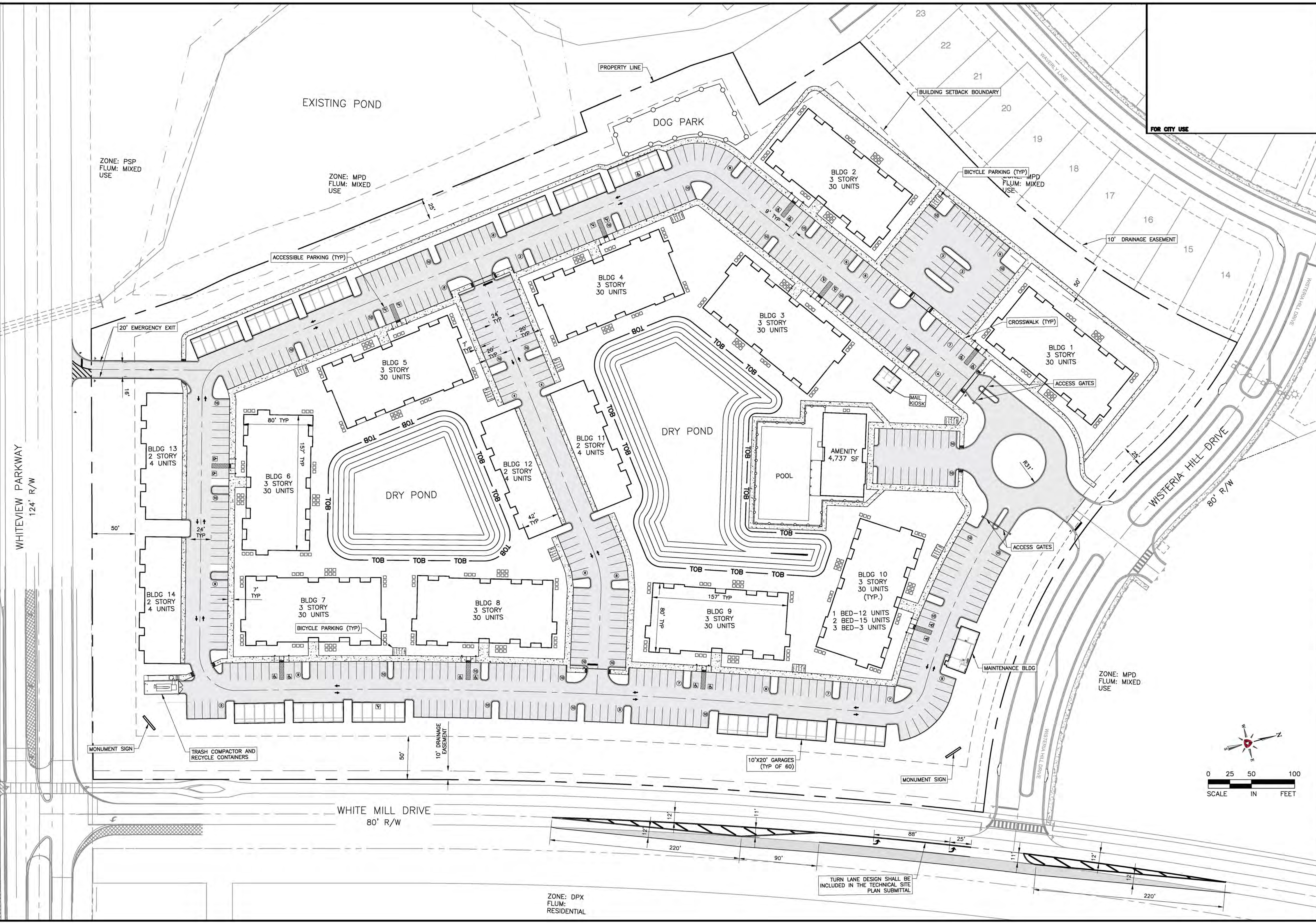




**ALLIANT**

10475 Fortune Pkwy.  
Suite 101  
Jacksonville, FL 32256  
904.240.1351 MAIN  
www.alliant-inc.com  
CA# 29471

FOR CITY USE



NO. DATE DESCRIPTION

**WHITEVIEW MULTIFAMILY**  
 WISTERIA LN.  
 PALM COAST, FL  
**MASTER SITE PLAN**  
**CONCEPTUAL SITE PLAN**

CURT WIMPEE, P.E.  
 Date 07-09-2022 License No. 79764  
 QA/QC BY DATE  
 AVD 07-09-2022  
 PROJECT TEAM DATA  
 DESIGNED: CMW  
 DRAWN: MC  
 PROJECT NO: 222-0022

**C-1.0**

CADD FILE: V:\Projects\2022\2022-07-09-2022-Whiteview\Multifamily\Master Site Plan\ 2220022\_SCP.dwg  
 PLOT DATE: Jan 18, 2023 1:58pm

# PARCEL 302

Exhibit "A"  
Concept Plan

207 lots (45'x125' typical) =  
131 Waterfront Lots  
76 Regular Lots



Add note that states:  
Layout is conceptual and may be subject to change in order to meet the minimum specimen tree preservation requirements.

Add, "in areas where there are no existing trees".



## WHITEVIEW MASTER PLANNED DEVELOPMENT

**Andrew S. Dance & Associates, LLC**  
Landscape Architecture - LC26000351

**Andrew Dance, ASLA**  
Owner

13 Evansville Ln  
Palm Coast, FL 32164  
386.627.5600  
www.AndrewDance.com  
Andy@AndrewDance.com

**ORDINANCE 2018 - 20**

**WHITEVIEW LAND MASTER PLANNED DEVELOPMENT**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, PROVIDING FOR THE AMENDMENT OF THE OFFICIAL ZONING MAP AS ESTABLISHED IN SECTION 2.06 OF THE CITY OF PALM COAST UNIFIED LAND DEVELOPMENT CODE; AMENDING THE OFFICIAL ZONING MAP FOR 116.41+/- ACRES OF CERTAIN REAL PROPERTY GENERALLY LOCATED ON PINELAKES PARKWAY, AND BEING MORE PARTICULARLY DESCRIBED IN THE ATTACHED EXHIBIT “A”, FROM COMMERCIAL TO MASTER PLANNED DEVELOPMENT DISTRICT (MPD) ZONING DISTRICT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING**

**WHEREAS**, Miral Corp. (“Owner”), is the fee simple title owner of certain real property located in Palm Coast, Florida, more particularly described in the legal description attached hereto as **Exhibit “A”**, and incorporated herein (the “Owner’s Property”); and

**WHEREAS**, Owner desires to develop the Subject Property as a Master Planned Development (“MPD”) as set forth in a MPD Development Agreement (“Development Agreement”) attached hereto as **Exhibit “B”**; and

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

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

**WHEREAS**, additional conditions of approval may also be included within the minutes of relevant meetings of the Planning & Land Development Regulation Board and City Council. Furthermore, any representations or promises made by the Applicant during the zoning review and approval process for the Project (whether oral or in writing) shall also be additional conditions of approval if deemed appropriate by the City; and

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

**WHEREAS**, the Applicant’s application for a Master Plan Development is approved subject to the Development Agreement’s terms and conditions; and

**WHEREAS**, the Planning and Land Development Regulation Board and City Staff of the City of Palm Coast have recommended approval of this Ordinance and the Planning and Land Development Regulation Board has found this requested change and recommended conditions of approval *consistent* with the City of Palm Coast Comprehensive Plan; and

**WHEREAS**, the City Council held duly noticed public hearings on the proposed zoning change set forth hereunder and considered findings and advice of staff, citizens, and all interested parties submitting written and oral comments and supporting data and analysis, and the recommendation of the Planning and Land Development Board which voted to approve at the regularly scheduled meeting conducted on August 15, 2018, and after complete deliberation, the City Council hereby finds the requested change consistent with the City of Palm Coast Comprehensive Plan and that sufficient, competent, and substantial evidence supports the zoning change set forth hereunder; and

**WHEREAS**, the City Council of the City of Palm Coast hereby finds that this Ordinance serves a legitimate government purpose and is in the best interests of the public health, safety, and welfare of the citizens of Palm Coast, Florida.

**NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE CITY OF PALM COAST, FLORIDA:**

**SECTION 1. RECITALS.** The foregoing recitals are true and correct and are fully incorporated herein by this reference.

**SECTION 2. ZONING MAP AMENDMENT AND MPD AGREEMENT.**

(a) That the Official Zoning Map of the City of Palm Coast as described in City of Palm Coast Unified Land Development Code Section 3.01.02 is hereby amended to include a change of classification to City of Palm Coast Master Planned Development District (MPD) for the property legally described on Exhibit “A”, which is attached and incorporated herein by this reference. City staff is hereby directed to promptly amend the Official Zoning Map upon the effective date of this Ordinance.

(b) The MPD Development Agreement (“Development Agreement”) and its Exhibits attached hereto, with all appropriate signatures and joinders, attached hereto as Exhibit “B” is hereby adopted and approved by the City Council of the City of Palm Coast and shall constitute the regulations for the specific MPD District. The Development Agreement shall be recorded in the Official Records of Flagler County, Florida, by the City Clerk.

**SECTION 3. CONFLICTS.** All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

**SECTION 4. SEVERABILITY.** It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Code are severable, and if any phrase, clause, sentence, paragraph or section of this Code shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Code.

**SECTION 5. EFFECTIVE DATE.** This Ordinance shall become effective immediately.


**APPROVED** on first reading the 4<sup>th</sup> day of September 2018.

**ADOPTED** on the second reading after due public notice and hearing this 18<sup>th</sup> day of September 2018.


**CITY OF PALM COAST, FLORIDA**

  
MILISSA HOLLAND, MAYOR

ATTEST:

  
VIRGINIA A. SMITH, CITY CLERK

APPROVED AS TO FORM AND LEGALITY

  
WILLIAM E. REISCHMANN, JR. ESQ.



**EXHIBIT "A"**

PARCEL 302

FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF SECTION 23, TOWNSHIP 11 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA, THENCE N89°04'10"E ALONG THE SOUTH LINE OF SAID SECTION 23 A DISTANCE OF 600.01 FEET FOR A POINT OF BEGINNING ON THE EASTERLY LINE OF WYNNFIELD - SECTION 27, AS RECORDED IN MAP BOOK 9, PAGE 36, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, THENCE RUN N00°32'46"W ALONG SAID EASTERLY LINE 1004.68 FEET; THENCE CONTINUE ALONG SAID EASTERLY LINE N51°48'30"E 1227.22 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF BARTON PARKWAY, BEING A POINT ON CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 4579.61 FEET; THENCE FROM A CHORD BEARING OF S51°23'29"E RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 2110.09 FEET THROUGH A CENTRAL ANGLE OF 26°23'58" TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF WHITE MILL DRIVE; THENCE S24°54'30"W ALONG SAID WESTERLY RIGHT OF WAY LINE 261.18 FEET; THENCE N65°05'30"W 150 FEET; THENCE S24°54'30"W 100.00 FEET; THENCE S65°05'30"E 150.07 FEET TO THE AFOREMENTIONED WESTERLY RIGHT OF WAY LINE OF WHITE MILL DRIVE, BEING A POINT ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 6040.00 FEET; THENCE FROM A CHORD BEARING OF S18°55'49"W, RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID WESTERLY RIGHT OF WAY LINE 1203.33 FEET THROUGH A CENTRAL ANGLE OF 11 °24'54" TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG SAID WESTERLY RIGHT OF WAY LINE S13°13'22"W 351.34 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF WHITE VIEW PARKWAY; THENCE N77°00'42"W ALONG SAID NORTHERLY RIGHT OF WAY LINE 551.55 FEET; THENCE N12°59'20"E 11.22 FEET; THENCE N27°53'28"W 95.46 FEET; THENCE N58°55'37"W 235.10 FEET; THENCE N24°56'30"W 165.00 FEET; THENCE N77°00'42"W 578.00 FEET; THENCE S12°59'31"W 4.83 FEET; THENCE N77°00'42"W 85.66 FEET; THENCE N47°03'32"W 64.32 FEET; THENCE S56°05'27"W 259.93 FEET; THENCE S12°59'18" 124.00 FEET TO THE AFOREMENTIONED NORTHERLY RIGHT OF WAY LINE OF WHITE VIEW PARKWAY, BEING A POINT ON A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1624.00 FEET; THENCE FROM A CHORD BEARING OF N79°57'18"W RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID RIGHT OF WAY LINE 172.20 FEET THROUGH A CENTRAL ANGLE OF 06°04'31" TO THE AFOREMENTIONED EASTERLY LINE OF WYNNFIELD - SECTION 27; THENCE N00°32'46"W ALONG SAID EASTERLY LINE 905.32 FEET TO THE POINT OF BEGINNING.

**EXHIBIT “B”**

**WHITEVIEW MASTER PLANNED DEVELOPMENT AGREEMENT**



Prepared by:  
Michael D. Chiumento III, Esq.  
Chiumento Dwyer Hertel Grant & Kistemaker,  
P.L. 145 City Place, Suite 301  
Palm Coast, FL 32164

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

----- [SPACE ABOVE THIS LINE FOR RECORDING DATA]-----

**MASTER PLAN DEVELOPMENT AGREEMENT BETWEEN THE CITY OF  
PALM COAST AND MIRAL CORP.**

THIS MASTER PLAN DEVELOPMENT AGREEMENT, (herein referred to as the “Development Agreement”) is made and executed this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the CITY OF PALM COAST, a Florida municipal corporation (herein referred to as the “City”), whose address is 160 Lake Avenue, Palm Coast, Florida, 32164, and MIRAL CORP., a Florida corporation (herein referred to from time-to-time as the “Owner” regardless of whether singular or plural ownership status) whose address is 4370 La Jolla Village Drive, Suite 650, San Diego, CA 92122.

WITNESSETH:

**WHEREAS**, the Owner is the fee simple title owner of certain real property consisting of 116.4 +/- acres located in the City of Palm Coast, Flagler County, Florida, more particularly described in the legal description attached hereto as **Exhibit “A”** and incorporated herein (“Owner’s Property”); and

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

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

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

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

**WHEREAS**, additional conditions of approval may also be included within the minutes of relevant meetings of the PLDRB and City Council. Furthermore, any representations or promises made by the Owner during the zoning review and approval process for the Project (whether oral or in writing) shall also be additional conditions of approval if deemed appropriate by the City; and

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

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

**SECTION 1. RECITALS.**

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

**SECTION 2. REPRESENTATIONS OF OWNER.**

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

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

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

Development Agreement and joinders must be executed by any mortgagees. It is the responsibility of the Owner to ensure that said subordinations and joinders occur in a form and substance acceptable to the City Attorney prior to the City's execution of this Development Agreement. If the Owner fails to attain the joinder and consent, then the Owner shall lose all rights and benefits deriving hereunder.

**SECTION 3. PROJECT DESCRIPTION.**

The Applicant may develop a Mixed residential development consisting of (i) up to 210 residential units; (ii) a +/- 27 acre parcel of land to be developed as multifamily development (MFR-2); (iii) a +/- 2 acre parcel (COM-2) or MFR-2; and (iv) a Neighborhood Park (approximately 9 acres), as depicted on the Development Agreement's Conceptual Master Plan (Exhibit "B") and Tract Map ("Exhibit "C). The Project shall be integrated internally and externally by a series of pedestrian pathways and developed in conformance with the City Code, the Development Agreement's Conceptual Master Plan, and this Development Agreement.

**SECTION 4. FUTURE LAND USE MAP (FLUM).**

The future land use designation for the Subject Property is Mixed Use. This Development Agreement is consistent with the City's Comprehensive Plan (2035).

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

(a) The City Council, at its regular meeting on September 18, 2018, adopted Ordinance 2018-20 for a Master Planned Development affecting the Subject Property subject to the terms and conditions of this Development Agreement.

(b) The Owner acknowledges if this Development Agreement is ever

terminated, the approval shall be deemed null and void and the land uses approved for the Subject Property shall no longer be permitted, unless otherwise approved by the City Council.

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

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

(e) The Development Agreement's Exhibit B: Conceptual Master Plan (Exhibit "B") and Tract Map (Exhibit "C" contains a level of detail satisfactory to permit the Project to proceed directly to Preliminary Plat.

**SECTION 6. MODIFICATIONS TO THE DEVELOPMENT AGREEMENT CONCEPTUAL MASTER PLAN.**

Modifications to the exact location and number of lots, roadways, primary sidewalk/pathway system, and other improvements may be requested by the Owner and approved by the Land Use Administrator during review of construction documents, site plans, or Preliminary Plat for the Project or portions thereof, as long as the development standards contained in this Development Agreement are maintained. Moreover, the Land Use Administrator is authorized to approve those modifications to the Development Agreement Conceptual Master Plan as allowed by the LDC, and any construction

documents, and Preliminary Plat for the Subject Property or portions thereof provided that:

(1) The maximum building height and number of residential lots described herein are not exceeded, (2) Property setbacks are not modified and (3) the approved plans maintain the development standards in this Development Agreement.

**SECTION 7. PERMITTED USES.**

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

7.1 **USE RESTRICTIONS.**

(a) The Subject Property's use shall be limited to

- 210 single family residential units
- 27 acre parcel (MFR2)
- 2 acre parcel (MFR2 or COM-2)
- Public Park & facilities (approximately 9 acres)

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

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

(a) The Development Agreement Conceptual Master Plan integrates

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

(b) Project shall provide and maintain one access drive onto White Mill Drive and one main access onto Pine Lakes Parkway as shown on the Development Agreement Conceptual Master Plan and other access determined to be appropriate. A temporary construction access shall also be allowed along the southerly portion of the Project.

(c) School Bus Stop: The Owner shall construct a school bus stop, along Pine Lakes Parkway or Whiteview Parkway as determined by the Flagler County School District with both being conveyed to the City and/or the Flagler County School District, that meets locational and design standards of the Flagler County School District and City, unless otherwise agreed to by the parties or their designees.

**SECTION 8. LAND DEVELOPMENT CODE NON-APPLICABILITY.**

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

**SECTION 9. FACILITY COMMITMENTS.**

(a) Unless otherwise described elsewhere in this Development Agreement, the

Owner agrees that the City is not responsible for the construction or creation of public facilities or capacity to facilitate the development of the Subject Property. No building permits or development permits shall be issued for the Subject Property unless adequate capacity of concurrency monitored facilities are available concurrent with the impact on said facilities by the Project.

(b) Private & Public Improvements: The Owner agrees to construct, at a minimum, the following on-site improvements, at the Owner'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: The parking areas; utilities; master stormwater system; sidewalks; lighting; recreational facilities, and perimeter buffer landscaping. The Owner shall grant any and all drainage and utility easements to the City which are deemed necessary to serve the public utilities.
- ii. The Owner agrees that the City has shown an essential nexus between a legitimate City interest and the conditions, if any, imposed herein. The Owner further agrees that all proposed conditions are roughly proportional to the impact the development will have upon the public, based upon an individualized determination by the City that the required conditions are related in both nature and extent to the impacts of the proposed Project.
- iii. Nothing herein shall be deemed a prohibited exaction under Fla. Stat.



70.45, and Owner agrees it has not suffered any damages under that statute.

(c) SIDEWALKS AND PEDESTRIAN PATHS: The Owner shall provide an internal integrated system of sidewalks to ensure that pedestrians maintain an easy and safe access to all uses as depicted on the Development Agreement Conceptual Master Plan. The Owner shall provide community sidewalks a minimum of five (5) feet wide on only one side of the internal roadway system.

(d) ACCESS: Ingress and egress to the Project shall be provided, constructed and maintained as depicted on the Development Agreement Conceptual Master Plan. At the sole discretion of the Owner, the development may be gated, however, must provide sufficient access for emergency services and access to public facilities.

(e) OWNER STORMWATER SYSTEM: The Owner shall be responsible for designing, permitting, constructing, and maintaining the means of conveyance of stormwater runoff from the Project to the Stormwater Facility including, but not limited to, all stormwater lines, ditches, culverts, and other stormwater facilities that are necessary to convey the stormwater runoff to the Stormwater Facility (the "Owner Stormwater System").

(f) PARK AND RECREATION: The Owner shall dedicate approximately nine (9) acres of land for parks and recreation to the City of Palm Coast for the benefit of the public in Tract "D". Specifically, Tract "G" shall be developed as a Neighborhood Park with the adjacent area remaining in natural condition with open space to provide for wellfield protection and other amenities. (see Exhibit "C")

**SECTION 10. DEVELOPMENT STANDARDS.**

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

10.2 OPEN SPACE: Minimum open space shall be forty percent (40%) of the Subject Property's gross area as required by Section 3.03.04.I of the ULDC. Open space is defined in the LDC and includes those permitted uses outlined in Section 3.03.04. As an alternative to meeting the open space percentage stated herein, the Owner may propose alternative solutions for Land Use Administrator approval, such as, but not be limited to, green building principles, land donation, or other mechanisms that would justify a lower percentage of open space. Open space shall be maintained by either the actual owner of the property, a property owners' association, or other method satisfactory to the Owner and the City.

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

10.4 TRANSPORTATION: Presently the Property is zoned COM-1, pursuant to the City's LDC, which generates 4,570 P.M. Peak Hour Trips. The proposed rezoning will exponentially reduce traffic on the City's roadway system with the Project generating only 625 similar trips. This is a reduction of 3,045 trips. Transportation concurrency shall be addressed during the Preliminary Plat or site plan process.

10.5 DRAINAGE:

(a) The Owner shall construct a stormwater management system that provides

treatment and attenuation as required by St. Johns River Water Management District (SJRWMD) and the City's LDC. Best Management Practices (BMPs) shall be used during and after construction to minimize erosion and sedimentation and to properly manage runoff for both stormwater quantity and quality. BMPs shall be in accordance with the Florida Department of Environmental Protection (FDEP) and Florida Department of Transportation (FDOT) design standards and details.

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

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

10.6 LANDSCAPING: No potable water shall be used for irrigation once a stormwater or reclaimed water source is available. All landscaping and irrigation shall comply with the LDC except for perimeter buffers, which shall be provided as follows:

(a) A minimum twenty (20) foot wide natural vegetative buffer, meeting the standards of a Buffer "E" in Section 11.03.05 of the LDC, shall be provided along the western property line coinciding with the City's Drainage Easement.

(b) No landscape buffers are required along the southern property lines adjacent to the existing development adjacent to the proposed lake.

10.7 LIGHTING: All lighting shall be designed to minimize light pollution to off-site properties and to comply with the LDC.

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

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

10.10 INTERCONNECTIVITY AND ACCESS: All units within the Subject Property shall be interconnected by roadways and sidewalks as called for by the City's Comprehensive Plan. The Project shall provide and maintain at least one two access drives onto Pine Lakes Parkway and White Mill Dr., as depicted on the Development Agreement Conceptual Master Plan and other access determined to be appropriate.

10.11 RESOURCE PROTECTION:

(a) Except as depicted on the Development Agreement Conceptual Master Plan (Exhibit "B") in this Development Agreement, the Owner shall comply with the resource protection requirements of the LDC. Specifically Tract F and Tract G shall remain in their natural condition with minimal permissible development.

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

10.12 WETLANDS: The Project shall be subject to all Federal, State and City of Palm Coast environmental and wetland regulations and ordinances.

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

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

All irrigation systems shall employ, at minimum, a rain shut-off device such as a soil moisture sensor or smart irrigation system capable of analyzing and ascertaining weather conditions and time of year. These restrictions shall be clearly stated in the Project’s Covenants, Conditions and Restrictions (“CC&Rs”).

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

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

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

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

10.18 MODEL HOMES: Up to five model homes can be constructed, occupied, and operated under Section 4.19.02 of the LDC. Sales and leasing activities shall be limited to properties located within the Project. Construction and Certificates of Occupancies shall be issued consistent with the City and state rules, regulations and codes. Moreover, model homes are subject to all phasing and construction plan approvals.

#### **SECTION 11. PHASING OF DEVELOPMENT.**

(a) The Subject Property may be developed in multiple phases. Prior to the issuance of any permit for any phase of the Project (and prior to any construction of any improvement, building, or structure on the Subject Property), the Owner shall submit a Preliminary Plat for the relevant phase. A Subdivision Master Plan as provided in the LDC is not required. 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. No clearing of land may occur until site plan approval is provided for that specific phase of development.

(b) Roadways shall be constructed concurrently with development of adjacent lots to insure that contiguous roadways are available at all times prior to the issuance of any building permits for that phase.

**SECTION 12. LOT AND BUILDING STANDARDS.**

12.1.A LOT DIMENSIONAL STANDARDS: Consistent with the Tract Map (**Exhibit “C”**)

Standard	Tract C	Tract B
Minimum Lot Size	4,500 sq. ft.	5,000 sq. ft.
Minimum Interior Lot Width	45'	50'
Minimum Corner Lot Width	50'	50'
Minimum Living Area (square feet)	1,200	1,200
Minimum Front Setback	20'	20'
Minimum Rear Setback	10'	10'
Minimum Rear Street Setback	15'	15'
Minimum Interior Side Setback	5'	5'
Minimum Street Side Setback	15'	15'

Maximum Impervious Surface Ratio	0.7	0.7
Maximum Building Height	35'	35'

12.1.B. TRACT D: +/- 27 acres to be developed consistent with City Zoning Classifications of MFR-2. As part of the Project's first preliminary plat Development Order, the Owner shall dedicate and convey to the City by warranty deed an area from Tract D for a public park of approximately nine (9) acres, as generally depicted on the Master Conceptual Plan (Exhibit "B") with nine acres of the Tract "D" entitlements being transferred to the balance of the tract.

12.1.C. As specifically required in Section 12.1.B., the Owner shall dedicate and deed by special warranty deed a nine (9) acre park as generally depicted on the Conceptual Master Plan to the City as part of the Project's first preliminary plat Development Order. The Owner shall provide a survey of the land to be deeded and a title opinion to the City for review and approval prior to execution of the special warranty deed. The Owner shall not deed the property to the City until the City has completed its review of documents provided, and approved the property for transfer to the City.

12.1.D. TRACT E: +/- 2 acres to be developed with MFR-2 or COM-2.

12.1.E. TRACT G: Only those uses allowed within the Parks and Greenway zoning district.

12.2 ARCHITECTURE: Prior to issuance of the Preliminary Plat Development order, the Owner shall submit to the LUA for approval an architectural program for the project which shall be consistent with the City's LDC.



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

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

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

**SECTION 14. DEVELOPMENT FEES.**

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

**SECTION 15. COMMON AREAS AND MAINTENANCE.**

For all common areas, to ensure the long-term ownership, maintenance, and control of those areas, prior to the issuance of any building permit and before recording the final plat, the Owner shall maintain or establish an association, in accordance with Florida law, comprised of the owners of lots or parcels with the development (the “Association”). The Association documentation shall be subject to the prior reasonable review of the City to ensure adequate provisions for the ongoing care and maintenance of the common areas.

The documentation, whether contained in a deed restriction or otherwise, shall provide for the permanent maintenance of the Common Areas by the Association, minimum insurance requirements for the Association, adequate mechanisms to force financial participation by members of the Association, and restrictions on the ability to amend these requirements without the City's approval. The City shall not be required to accept ownership or maintenance of any of the Project's common elements including but not limited to roads, landscaping and buffers.

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

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

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

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

**SECTION 17. NOTICES.**

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

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

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

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

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

As to the Owner:      Miral Corp.  
                                 4370 La Jolla Village Drive, Suite  
                                 650 San Diego, CA 92122

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

**SECTION 18. SEVERABILITY.**

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

**SECTION 19. SUCCESSORS AND ASSIGNS.**

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

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

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

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

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

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

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

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

such similar land development regulations and requirements.

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

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

**SECTION 21. TERM / EFFECTIVE DATE.**

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

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

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

**SECTION 22. RECORDATION.**

Upon approval by the City Council and execution of this Development Agreement by all parties, this Development Agreement and any and all amendments hereto shall be recorded by the City with the Clerk of the Circuit Court of Flagler County within fourteen

(14) days after its execution by the City, and the Development Agreement shall run with the land. The Owner shall pay the costs to record this Development Agreement.

**SECTION 23. THIRD PARTY RIGHTS.**

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

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

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

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

**SECTION 25. ATTORNEYS' FEES.**

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

**SECTION 26. FORCE MAJEURE.**

The parties agree that in the event that the failure by either party to accomplish any action required hereunder within a specific time period ("Time Period") constitutes a default under terms of this Development Agreement, and if any such failure is due to any unforeseeable or unpredictable event or condition beyond the control of such party, including, but not limited to: acts of God, acts of government authority (other than the City's own acts), acts of public enemy or war, terrorism, riots, civil disturbances, power failure, shortages of labor or materials, injunction or other court proceedings beyond the

control of such party, or severe adverse weather conditions (“Uncontrollable Event”); then notwithstanding any provision of this Development Agreement to the contrary, that failure shall not constitute a default under this Development Agreement and any Time Period prescribed hereunder shall be extended by the amount of time that such party was unable to perform solely due to the Uncontrollable Event.

**SECTION 27. INDEMNIFICATION.**

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

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

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

(b) The failure by the Owner to perform each and every one of its obligations hereunder shall constitute a default, entitling the City to pursue whatever remedies are available to it under Florida law or equity, including, without limitation, an action for specific performance and/or injunctive relief, or alternatively, the termination of this

Development Agreement. Prior to the City filing any action or terminating this Development Agreement as a result of a default under this Development Agreement, the City shall first provide the Owner written notice of said default. Upon receipt of said notice, the Owner shall be provided a thirty day period in which to cure the default to the reasonable satisfaction of the City prior to the City filing an action or terminating this Development Agreement. If thirty (30) days is not considered by the parties to be a reasonable period in which to cure the default, the cure period shall be extended to such cure period acceptable to the City, but in no case shall that cure period exceed ninety (90) days from initial notification of default. Upon termination of the Development Agreement, the Owner shall immediately be divested of all rights and privileges granted hereunder.

**SECTION 29. CAPTIONS.**

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

**SECTION 30. EXHIBITS.**

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

**SECTION 31. INTERPRETATION.**

(a) The Owner and the City agree that all words, terms and conditions contained herein are to be read in concert, each with the other, and that a provision



contained under one (1) heading may be considered to be equally applicable under another in the interpretation of this Development Agreement.

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

**SECTION 32. FURTHER ASSURANCES.**

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

**SECTION 33. COUNTERPARTS.**

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

**SECTION 34. MODIFICATIONS, AMENDMENTS AND NON-WAIVER.**

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

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

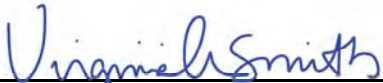
**SECTION 35. ENTIRE AGREEMENT AND EFFECT ON PRIOR AGREEMENTS.**

This Development Agreement constitutes the entire agreement between the parties and supersedes all previous oral discussions, understandings, and agreements of any kind and nature, including the previous rezoning (Ordinance #2005-38), as between the parties relating to the subject matter of this Development Agreement.

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

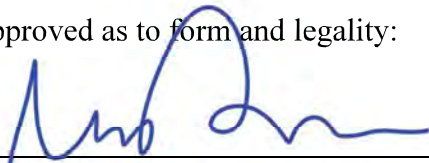
ATTEST:

**CITY OF PALM COAST**

  
Virginia A. Smith, City Clerk


  
Milissa Holland, Mayor

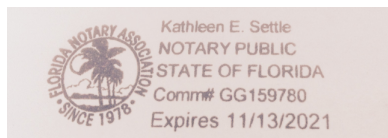
Approved as to form and legality:

  
William E. Reischmann, Jr., Esq.



The foregoing instrument was acknowledged before me this 18th day of September, 2018, by Milissa Holland, Mayor of the CITY OF PALM COAST, (check one)  who is personally known to me or  who produced \_\_\_\_\_ as identification.

  
Notary Public – State of Florida  
Print Name: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_



WITNESSES:

“OWNER”

Miral Corp., a Florida Corporation

\_\_\_\_\_

\_\_\_\_\_

(print)

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

Marc Mirbod, President

\_\_\_\_\_

\_\_\_\_\_

(print)

STATE OF FLORIDA

COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by Marc Mirbod, President of Miral Corp (check one)  who is personally known to me or  who produced \_\_\_\_\_ as identification.

\_\_\_\_\_

Notary Public – State of Florida

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

My Commission expires:



**ALLIANT**

10475 Fortune Pkwy.  
Suite 101  
Jacksonville, FL 32256  
904.240.1351 MAIN  
www.alliant-inc.com  
CA# 29471

FOR CITY USE

NO. DATE DESCRIPTION

WHITEVIEW MULTIFAMILY

WISTERIA LN.  
PALM COAST, FL

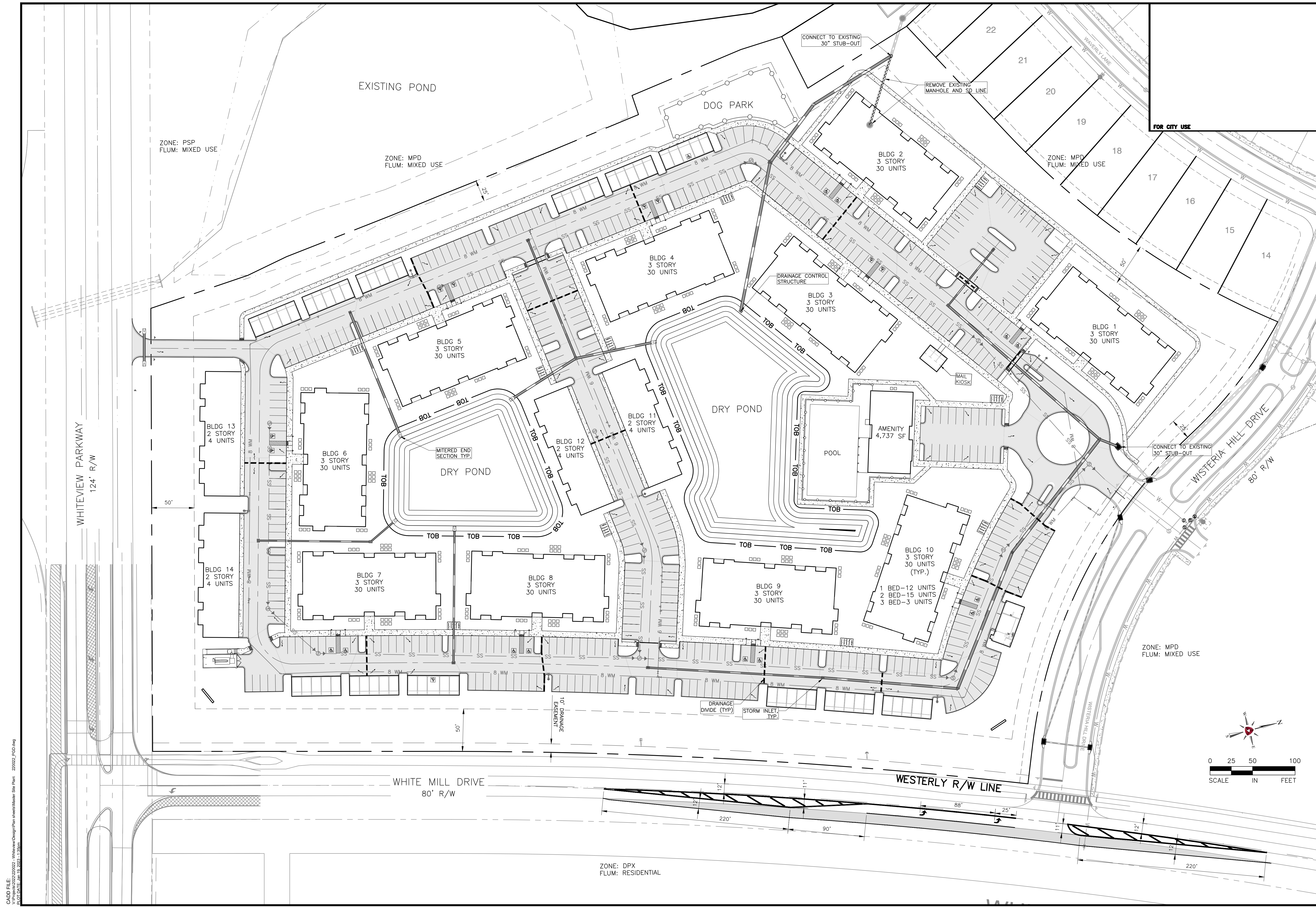
MASTER SITE PLAN  
CONCEPTUAL DRAINAGE PLAN

CURT WIMPEE, P.E.  
79764  
Date License No.

QA/QC  
AVO 07-09-2022  
BY DATE

PROJECT TEAM DATA  
DESIGNED: CMW  
DRAWN: MC  
PROJECT NO: 222-0022

**C-2.0**



CADD FILE:  
V:\Projects\2022\222022 - Whiteview\Design\Plan\Labels\Master Site Plan\_ 220022\_PGD.dwg  
PLOT DATE: Jan 18, 2023 4:38pm



**ALLIANT**

10475 Fortune Pkwy.  
Suite 101  
Jacksonville, FL 32256  
904.240.1351 MAIN  
www.alliant-inc.com  
CA# 29471

FOR CITY USE

ZONE: PSP  
FLUM: MIXED USE

ZONE: MPD  
FLUM: MIXED USE

ZONE: MPD  
FLUM: MIXED USE

ZONE: MPD  
FLUM: MIXED USE

ZONE: DPX  
FLUM: RESIDENTIAL

NO. DATE DESCRIPTION

WHITEVIEW MULTIFAMILY

WISTERIA LN.  
PALM COAST, FL

MASTER SITE PLAN  
CONCEPTUAL UTILITY PLAN

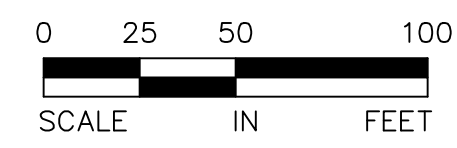
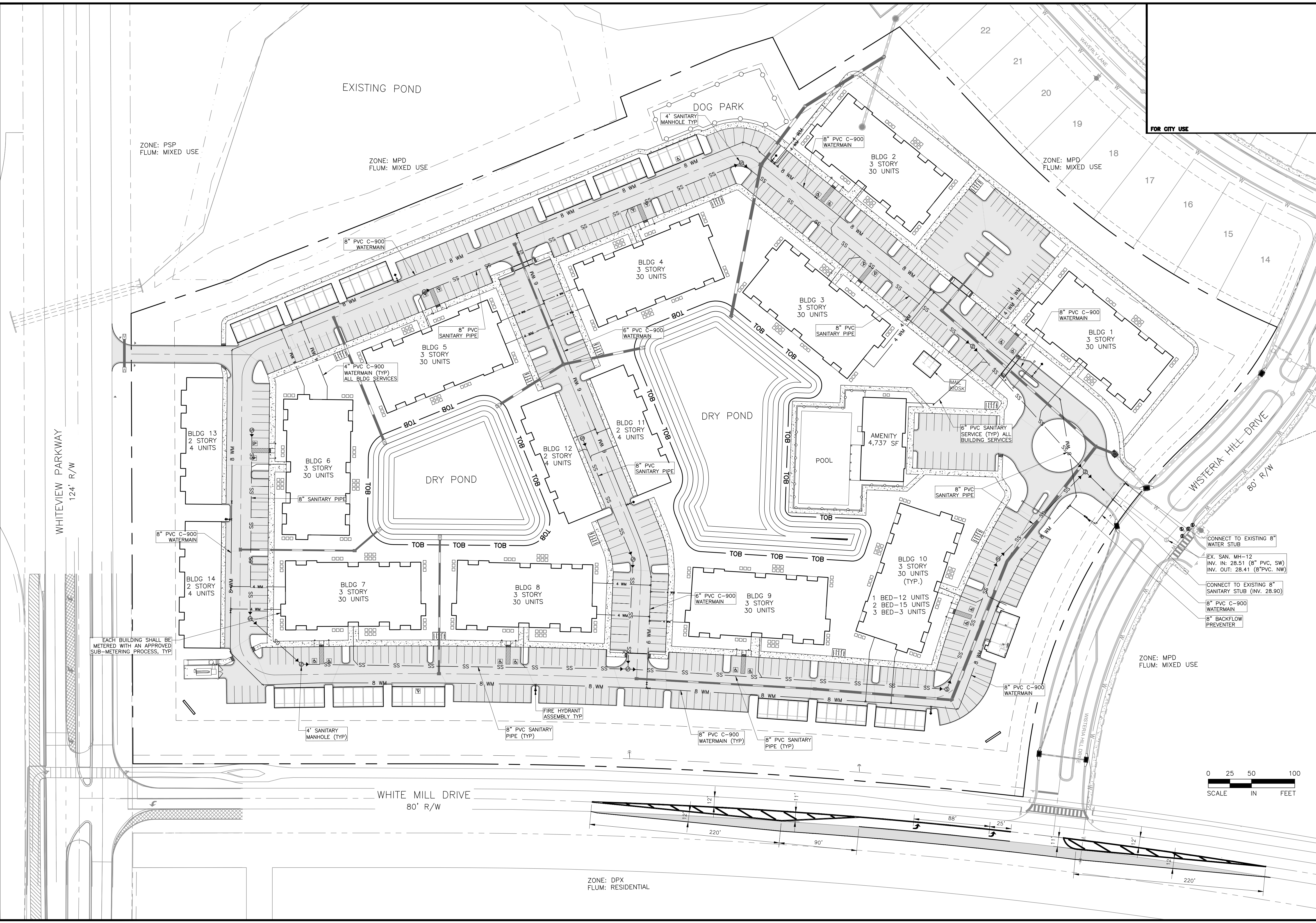
CURT WIMPEE, P.E.  
Date 79764  
License No.

QA/QC  
AVO 07-09-2022  
BY DATE

PROJECT TEAM DATA  
DESIGNED: CMW  
DRAWN: MC  
PROJECT NO: 222-0022

**C-3.0**

CADD FILE: V:\Projects\2022\222-0022 - Whiteview\Design\Plan\Labels\Master Site Plan\_220022\_PUT.dwg  
PLOT DATE: Jan 18, 2023 4:38pm



CURRENT ZONING: MPD  
 OWNER: KB HOMES  
 NO BUFFER REQUIRED - MPD (MFR)  
 TO MPD (COMMON AREA)  
 PROVIDED - 25' BUFFER

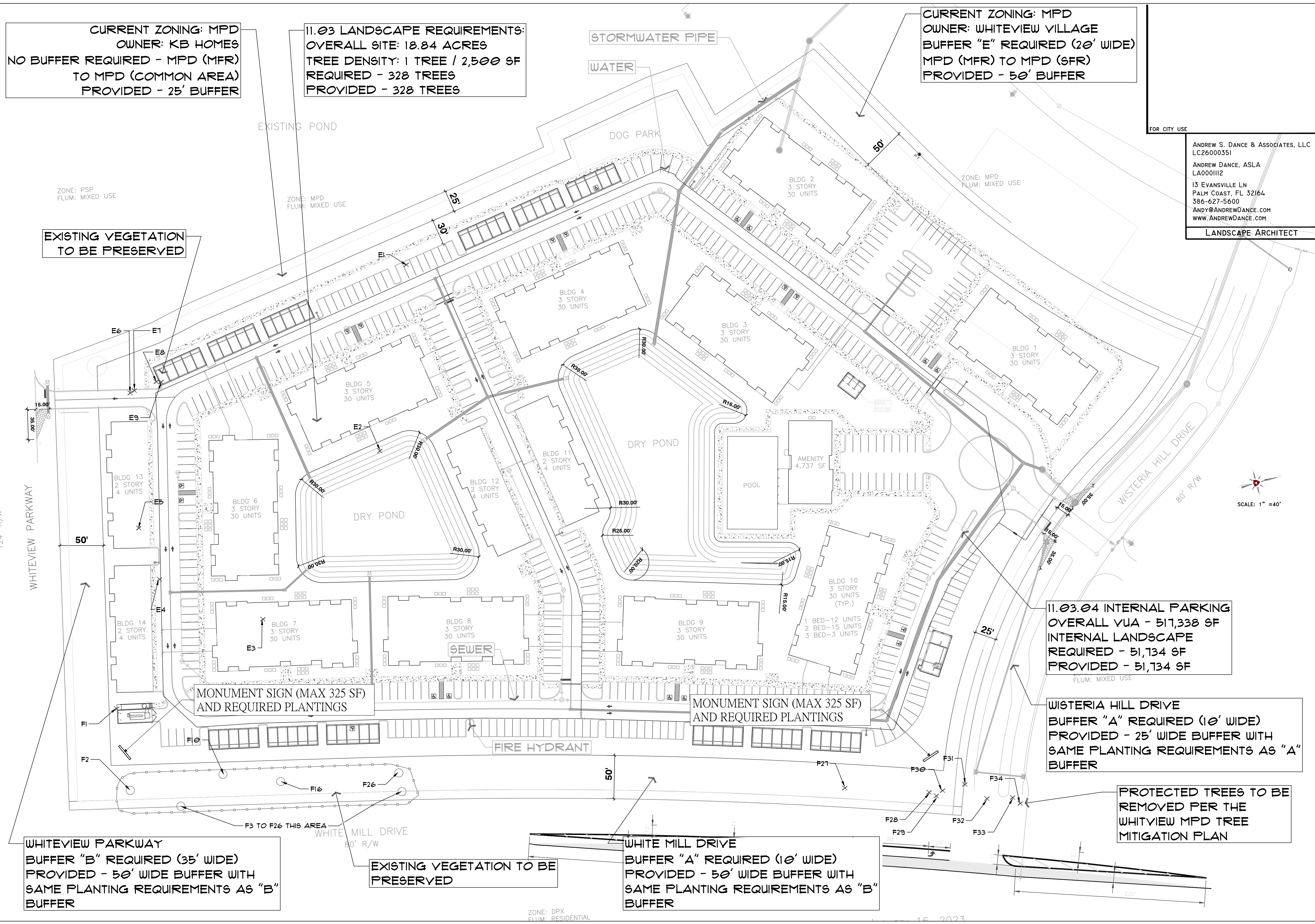
11.03 LANDSCAPE REQUIREMENTS:  
 OVERALL SITE: 18.84 ACRES  
 TREE DENSITY: 1 TREE / 2,500 SF  
 REQUIRED - 328 TREES  
 PROVIDED - 328 TREES

CURRENT ZONING: MPD  
 OWNER: WHITEVIEW VILLAGE  
 BUFFER "E" REQUIRED (20' WIDE)  
 MPD (MFR) TO MPD (SFR)  
 PROVIDED - 50' BUFFER

FOR CITY USE

ANDREW S. DANCE & ASSOCIATES, LLC  
 LC26000351  
 ANDREW DANCE, ASLA  
 LA000112  
 13 EVANSVILLE LN  
 PALM COAST, FL 32164  
 386-627-5600  
 ANDY@ANDREW.DANCE.COM  
 WWW.ANDREW.DANCE.COM

LANDSCAPE ARCHITECT



EXISTING VEGETATION  
 TO BE PRESERVED

MONUMENT SIGN (MAX 325 SF)  
 AND REQUIRED PLANTINGS

MONUMENT SIGN (MAX 325 SF)  
 AND REQUIRED PLANTINGS

11.03.04 INTERNAL PARKING  
 OVERALL VUA - 517,338 SF  
 INTERNAL LANDSCAPE  
 REQUIRED - 51,134 SF  
 PROVIDED - 51,134 SF  
 FLUM: MIXED USE

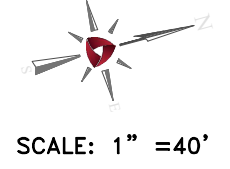
WISTERIA HILL DRIVE  
 BUFFER "A" REQUIRED (10' WIDE)  
 PROVIDED - 25' WIDE BUFFER WITH  
 SAME PLANTING REQUIREMENTS AS "A"  
 BUFFER

PROTECTED TREES TO BE  
 REMOVED PER THE  
 WHITVIEW MPD TREE  
 MITIGATION PLAN

WHITEVIEW PARKWAY  
 BUFFER "B" REQUIRED (35' WIDE)  
 PROVIDED - 50' WIDE BUFFER WITH  
 SAME PLANTING REQUIREMENTS AS "B"  
 BUFFER

EXISTING VEGETATION TO BE  
 PRESERVED

WHITE MILL DRIVE  
 BUFFER "A" REQUIRED (10' WIDE)  
 PROVIDED - 50' WIDE BUFFER WITH  
 SAME PLANTING REQUIREMENTS AS "B"  
 BUFFER



NO.	DATE	DESCRIPTION
1	01/16/23	REVISION DUE TO SITE PLAN MODIFICATIONS

WHITEVIEW MULTI-FAMILY  
 MW CORNER OF WHITEVIEW FRKY AND WHITE MILL DR  
 PALM COAST, FLORIDA

MASTER LANDSCAPE PLAN  
 OVERALL CONCEPTUAL LANDSCAPE PLAN

SEAL:

01/16/23 DATE: LA000112 LICENSE #:  
 A&D BY: 01/16/23 DATE:  
 PROJECT TEAM DATA  
 DESIGNED: A&D  
 DRAWN: A&D  
 PROJECT NO.: 220-22

**M-01**  
 SHEET 01 OF 02



Architecture | Interiors | Planning

1520 Prudential Drive  
Jacksonville, Florida 32207  
904.353.5900 [o] 904.353.5968 [f]

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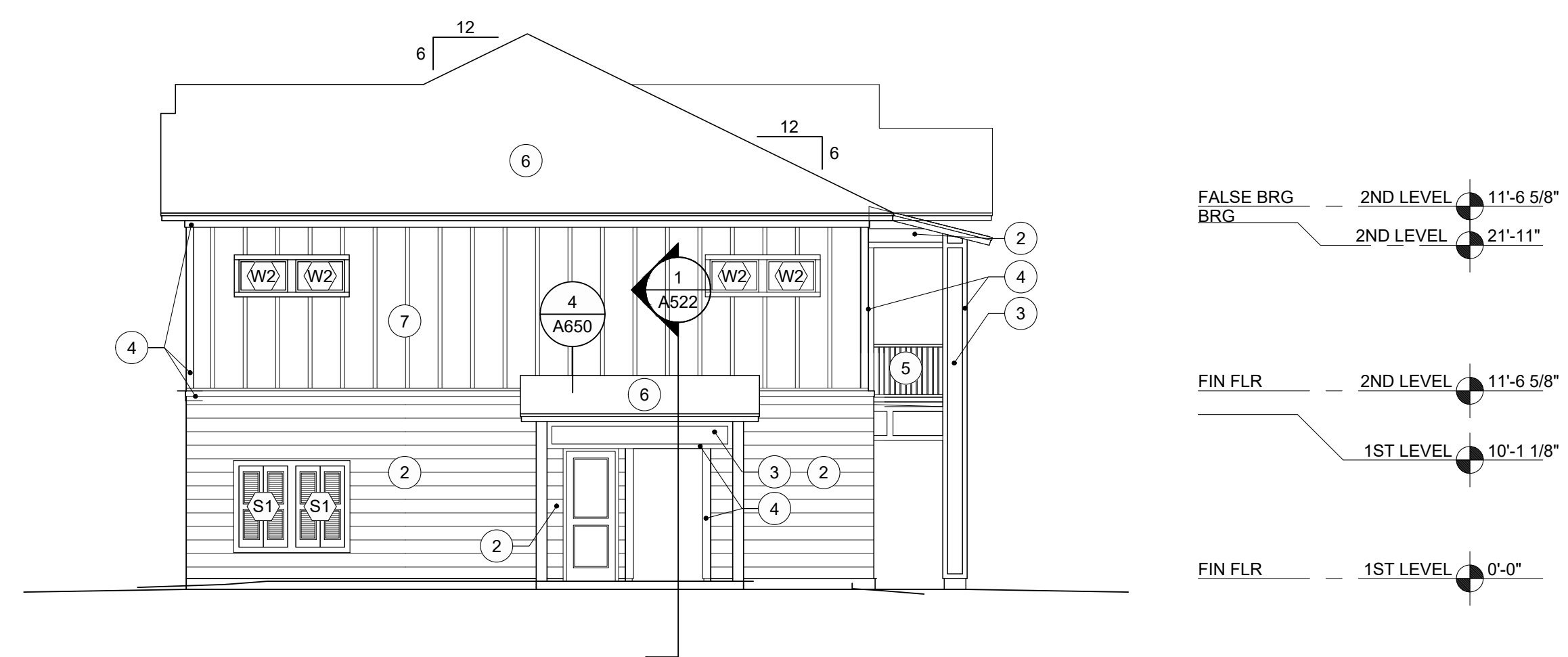
DO NOT SCALE THE DRAWINGS. IF NOT SHOWN, VERIFY CORRECT DIMENSIONS WITH THE ARCHITECT. SCALE NOTED IS FOR FULL "ANSI-D" SIZE PRINTS.

CONTRACTOR SHALL CHECK & VERIFY ALL JOB SITE CONDITIONS.

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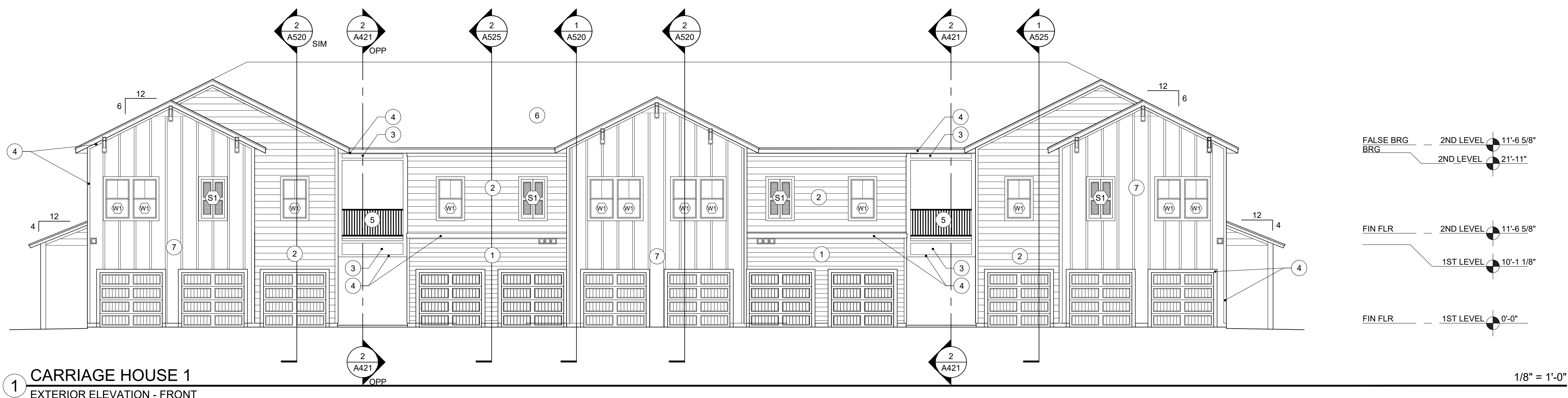
Not Valid for Permitting Without Digital Signature and Date

MATERIAL LEGEND	
1	FIBER CEMENT LAP SIDING, 7" EXPOSURE, PAINTED
2	FIBER CEMENT LAP SIDING, 10" EXPOSURE, PAINTED
3	FIBER CEMENT PANEL, SMOOTH, PAINTED
4	FIBER CEMENT TRIM, SMOOTH, PAINTED
5	42" HIGH ALUMINUM GUARDRAIL
6	ARCHITECTURAL ASPHALT SHINGLES
7	FIBER CEMENT BOARD AND BATTEN, SMOOTH, PAINTED
GENERAL MATERIALS (UNO)	
FIBER CEMENT TRIM : SMOOTH : PAINTED : 5/4" THICK U.N.O. ALL DOOR / WINDOW TRIM AT FIBER CEMENT WALLS RE: DETAILS	
ALL FIBER CEMENT LAP SIDING: WOOD GRAIN TEXTURE	
SUBMIT SAMPLES FOR APPROVAL BY AOR	
EXTERIOR COLORS a - COLOR 1 b - COLOR 2 c - COLOR 3 d - COLOR 4 e - COLOR 5	

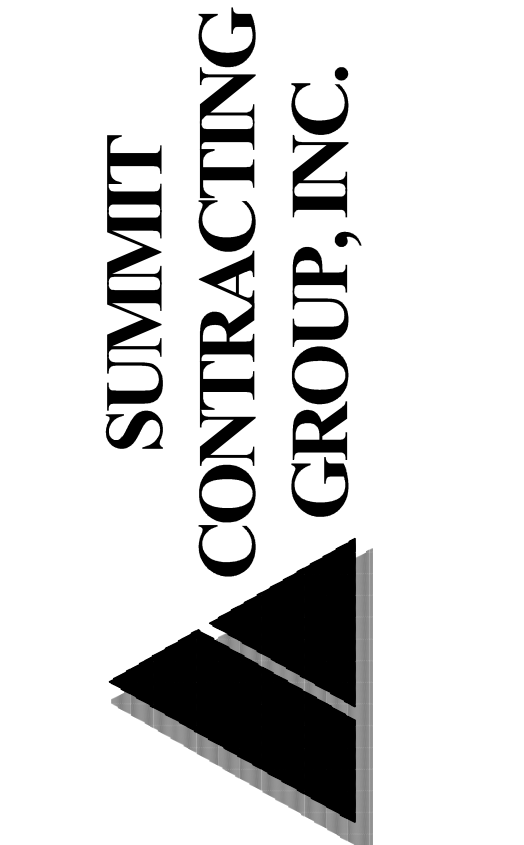


2 CARRIAGE HOUSE 1  
EXTERIOR ELEVATION - RIGHT  
1/8" = 1'-0"

No.	Date	By	Description
01	07.14.22	AAM	PROGRESS SET
02			
03			
04			
05			
06			
07			
08			
09			



1 CARRIAGE HOUSE 1  
EXTERIOR ELEVATION - FRONT  
1/8" = 1'-0"



Project Number:	22.5032.00
Drawn By:	AAM
Checked By:	GMC/MAS
Project Name:	PALM COAST RENTAL COMMUNITY MESA CAPITAL PARTNERS CITY OF PALM COAST, FL
Drawing Name:	CARRIAGE HOUSE 1 EXTERIOR ELEVATIONS ELEVATION B

A321a

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Architecture | Interiors | Planning

1520 Prudential Drive  
Jacksonville, Florida 32207  
904.353.5900 [o] 904.353.5968 [f]

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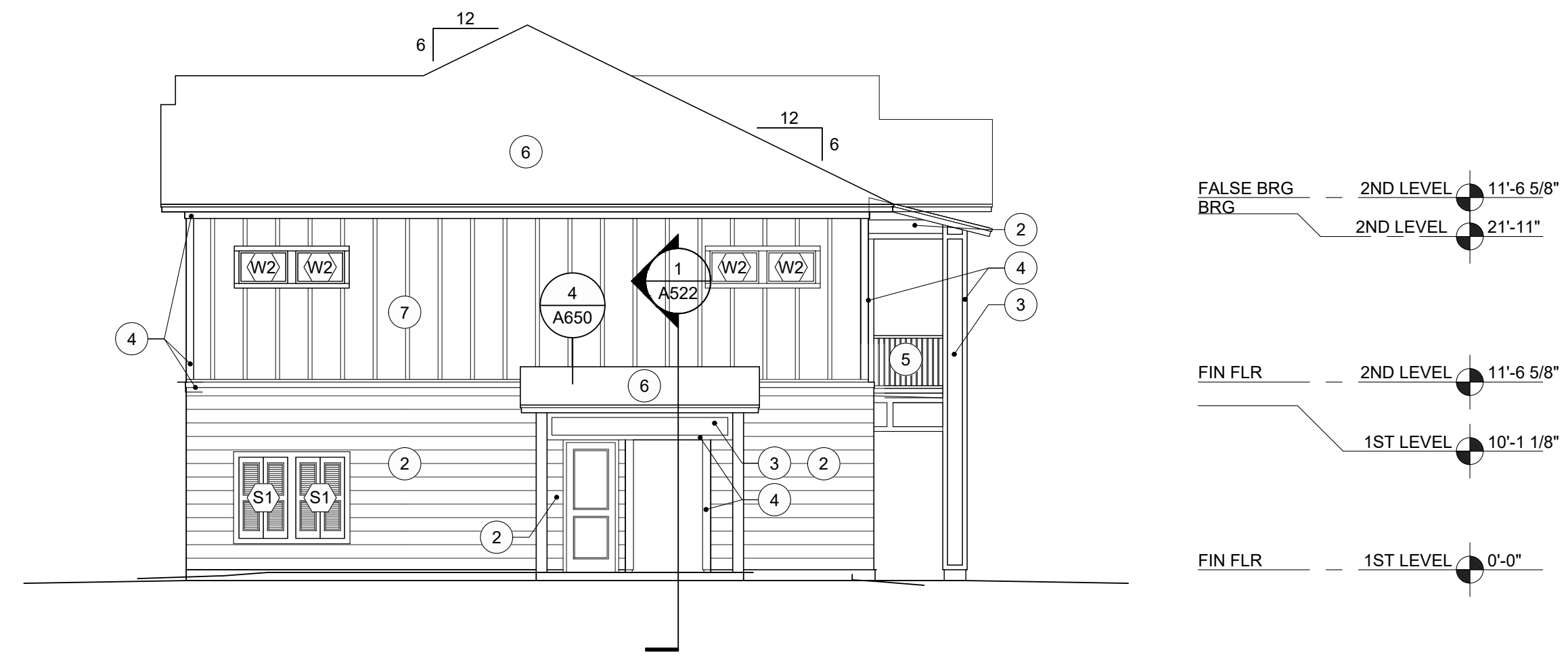
DO NOT SCALE THE DRAWINGS. IF NOT SHOWN, VERIFY CORRECT DIMENSIONS WITH THE ARCHITECT. SCALE NOTED IS FOR FULL "ANSI-D" SIZE PRINTS.

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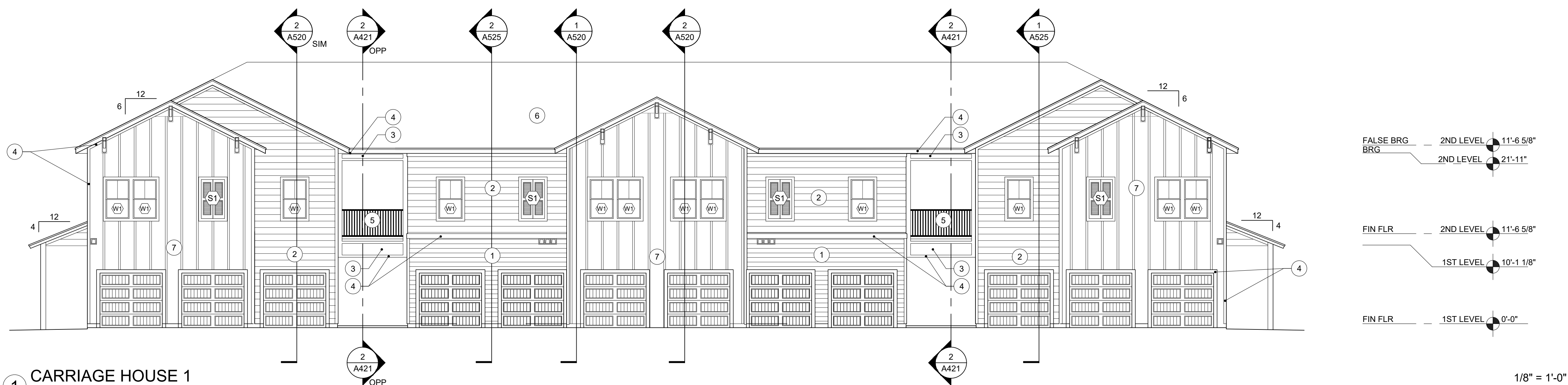
Not Valid for Permitting Without Digital Signature and Date

MATERIAL LEGEND	
1	FIBER CEMENT LAP SIDING, 7" EXPOSURE, PAINTED
2	FIBER CEMENT LAP SIDING, 10" EXPOSURE, PAINTED
3	FIBER CEMENT PANEL, SMOOTH, PAINTED
4	FIBER CEMENT TRIM, SMOOTH, PAINTED
5	42" HIGH ALUMINUM GUARDRAIL
6	ARCHITECTURAL ASPHALT SHINGLES
7	FIBER CEMENT BOARD AND BATTEN, SMOOTH, PAINTED
GENERAL MATERIALS (UNO)	
FIBER CEMENT TRIM : SMOOTH : PAINTED : 5/4" THICK U.N.O. ALL DOOR / WINDOW TRIM AT FIBER CEMENT WALLS RE: DETAILS	
ALL FIBER CEMENT LAP SIDING: WOOD GRAIN TEXTURE	
SUBMIT SAMPLES FOR APPROVAL BY AOR	
EXTERIOR COLORS a - COLOR 1 b - COLOR 2 c - COLOR 3 d - COLOR 4 e - COLOR 5	

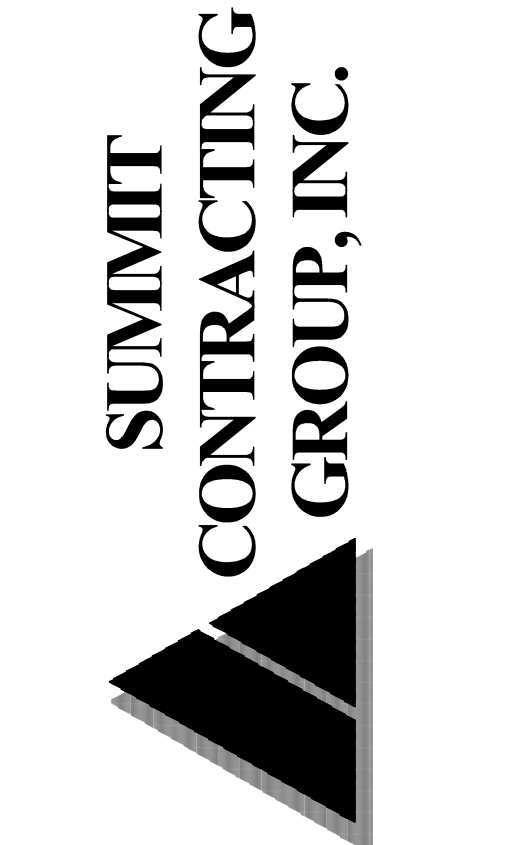


2 CARRIAGE HOUSE 1  
EXTERIOR ELEVATION - RIGHT  
1/8" = 1'-0"

No.	Date	By	Description
01	07.14.22	AAM	PROGRESS SET
02			
03			
04			
05			
06			
07			
08			
09			



1 CARRIAGE HOUSE 1  
EXTERIOR ELEVATION - FRONT  
1/8" = 1'-0"



Project Number:	22.5032.00
Drawn By:	AAM
Checked By:	GMC/MAS
Project Name:	PALM COAST RENTAL COMMUNITY MESA CAPITAL PARTNERS CITY OF PALM COAST, FL
Drawing Name:	CARRIAGE HOUSE 1 EXTERIOR ELEVATIONS ELEVATION B

A321a

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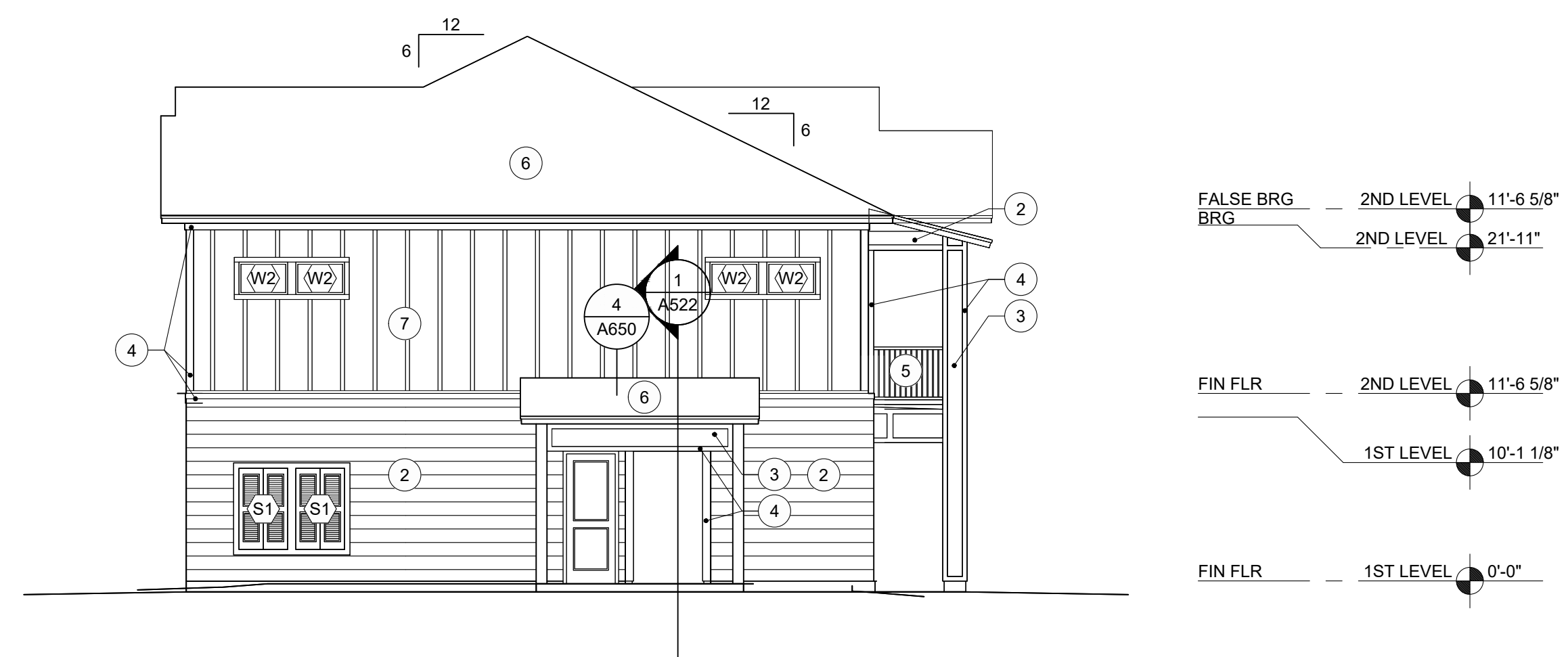
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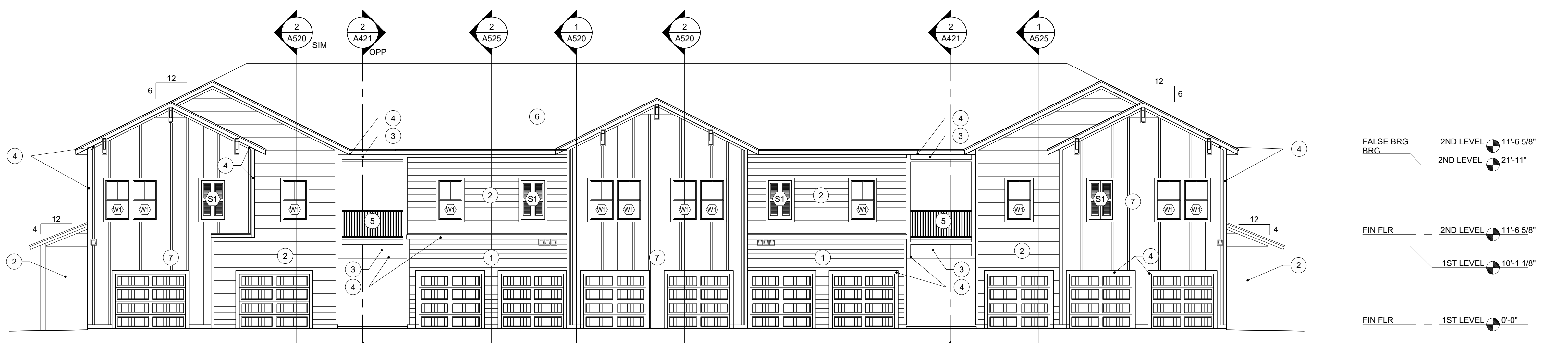
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MATERIAL LEGEND	
1	FIBER CEMENT LAP SIDING, 7" EXPOSURE, PAINTED
2	FIBER CEMENT LAP SIDING, 10" EXPOSURE, PAINTED
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ALL FIBER CEMENT LAP SIDING: WOOD GRAIN TEXTURE	
SUBMIT SAMPLES FOR APPROVAL BY AOR	
EXTERIOR COLORS a - COLOR 1 b - COLOR 2 c - COLOR 3 d - COLOR 4 e - COLOR 5	

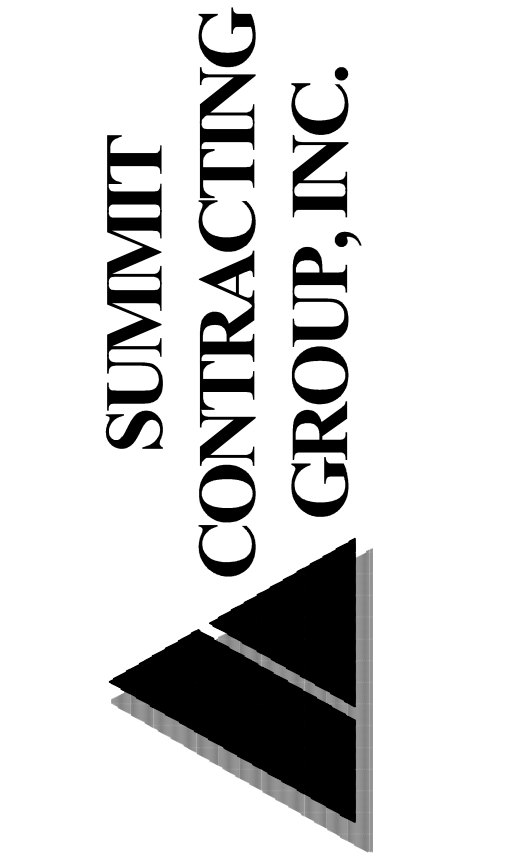


2 CARRIAGE HOUSE 2  
EXTERIOR ELEVATION  
1/8" = 1'-0"

No.	Date	By	Description
01	07.14.22	AAM	PROGRESS SET
02			
03			
04			
05			
06			
07			
08			
09			



1 CARRIAGE HOUSE 2  
EXTERIOR ELEVATION  
1/8" = 1'-0"



Project Number:	22.5032.00
Drawn By:	AAM
Checked By:	Gmc/MAS
Project Name:	PALM COAST RENTAL COMMUNITY MESA CAPITAL PARTNERS CITY OF PALM COAST, FL
Drawing Name:	CARRIAGE HOUSE 2 EXTERIOR ELEVATIONS ELEVATION B

A322a

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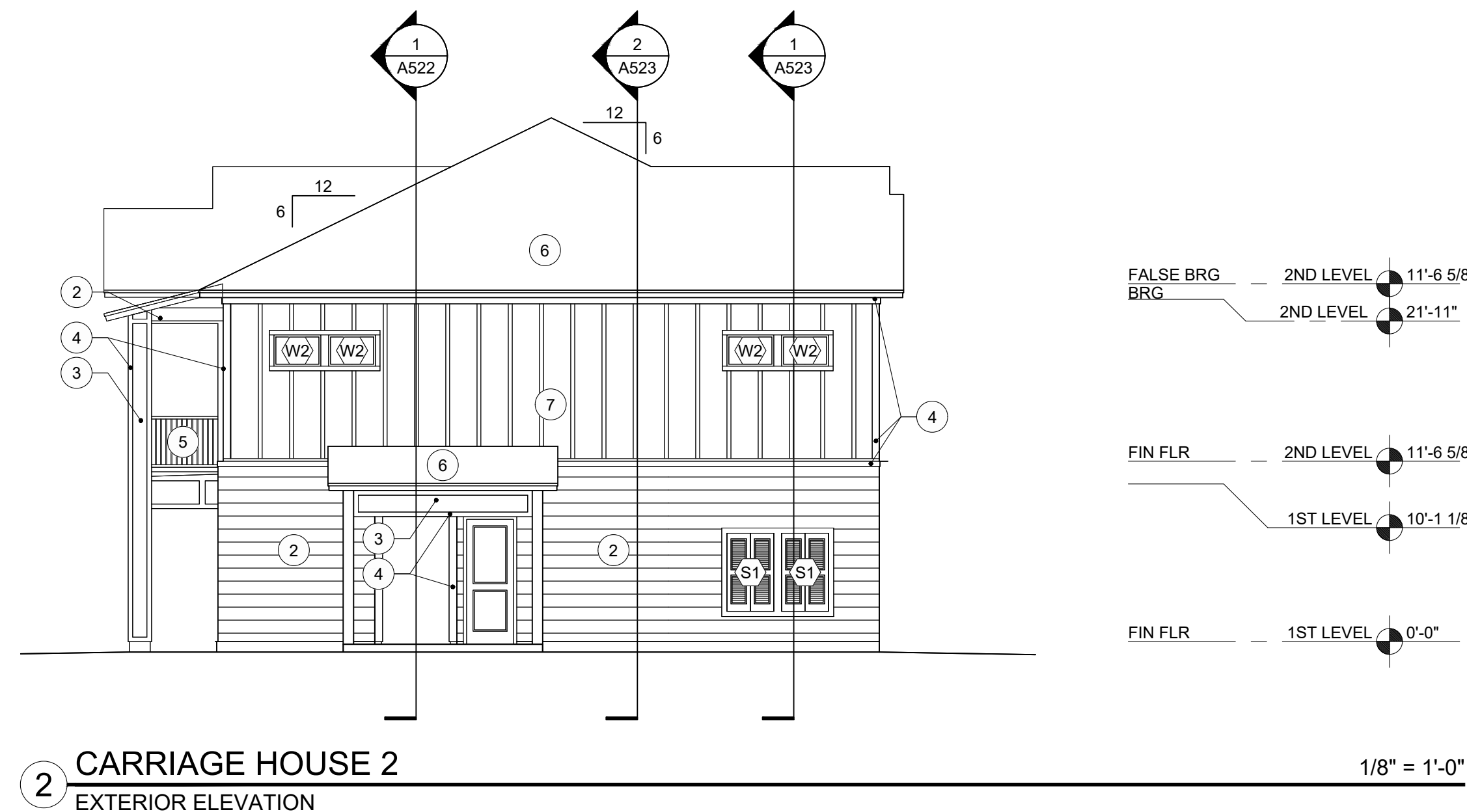
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CONTRACTOR SHALL CHECK & VERIFY ALL JOB SITE CONDITIONS.

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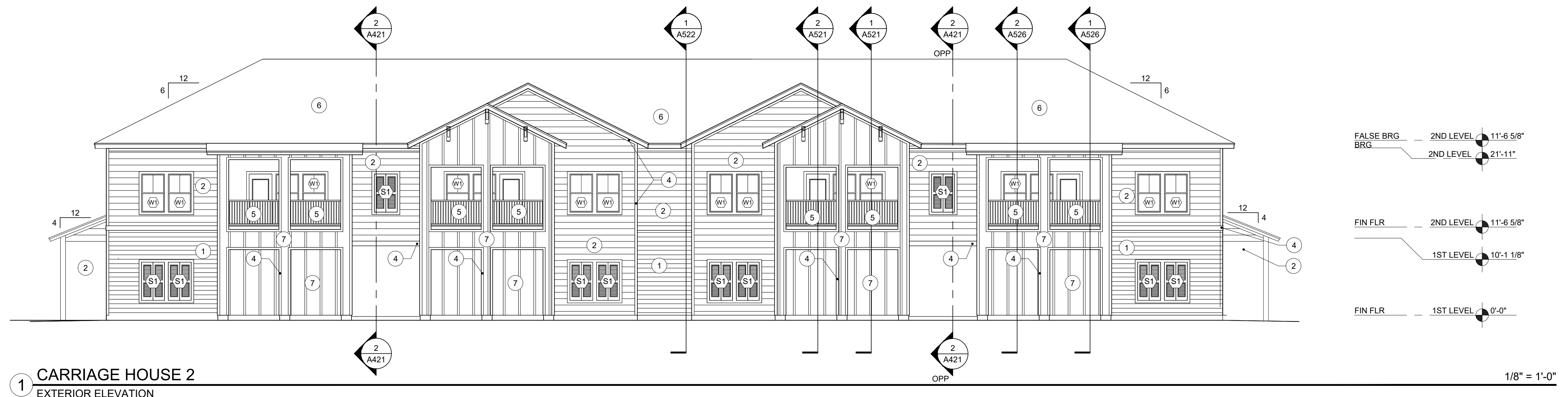
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MATERIAL LEGEND	
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ALL FIBER CEMENT LAP SIDING: WOOD GRAIN TEXTURE	
SUBMIT SAMPLES FOR APPROVAL BY AOR	
EXTERIOR COLORS a - COLOR 1 b - COLOR 2 c - COLOR 3 d - COLOR 4 e - COLOR 5	

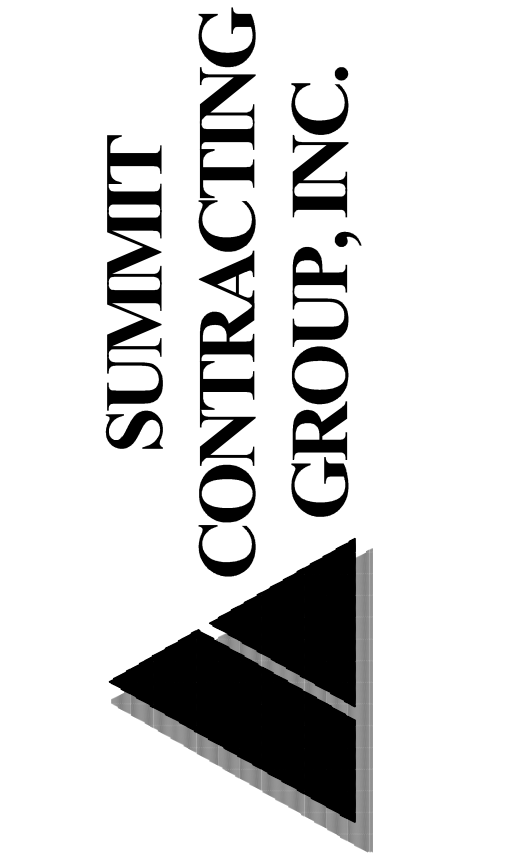
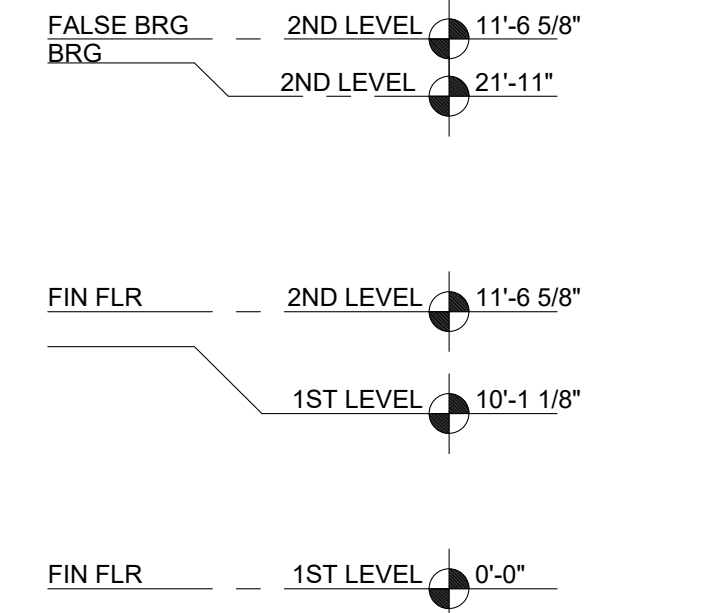


2 CARRIAGE HOUSE 2  
EXTERIOR ELEVATION

No.	Date	By	Description
01	07.14.22	AAM	PROGRESS SET
02			
03			
04			
05			
06			
07			
08			
09			



1 CARRIAGE HOUSE 2  
EXTERIOR ELEVATION



Project Number:	22.5032.00
Drawn By:	AAM
Checked By:	GMC/MAS
Project Name:	PALM COAST RENTAL COMMUNITY
	MESA CAPITAL PARTNERS
	CITY OF PALM COAST, FL
Drawing Name:	CARRIAGE HOUSE 2
	EXTERIOR ELEVATIONS
	ELEVATION B

A322b

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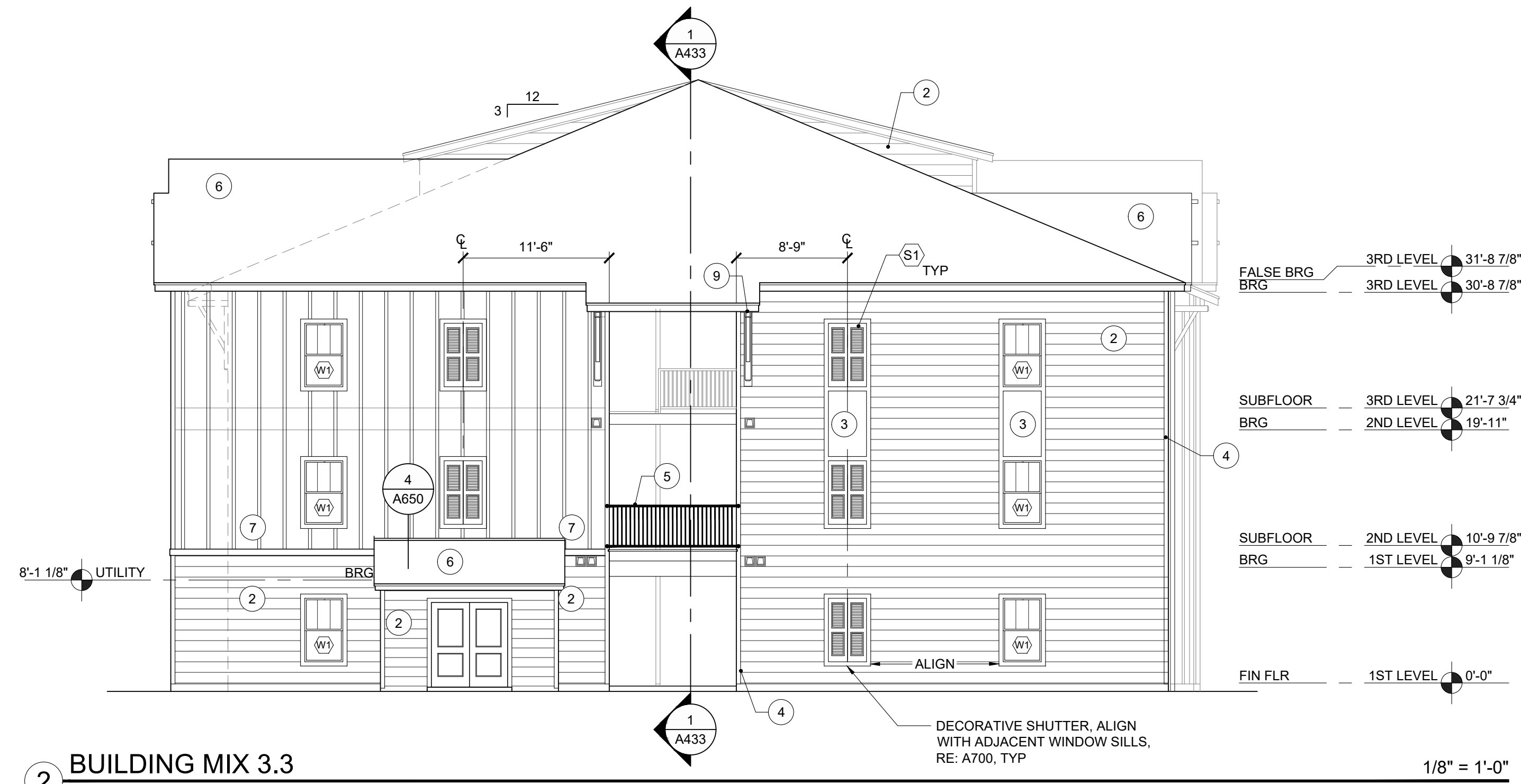
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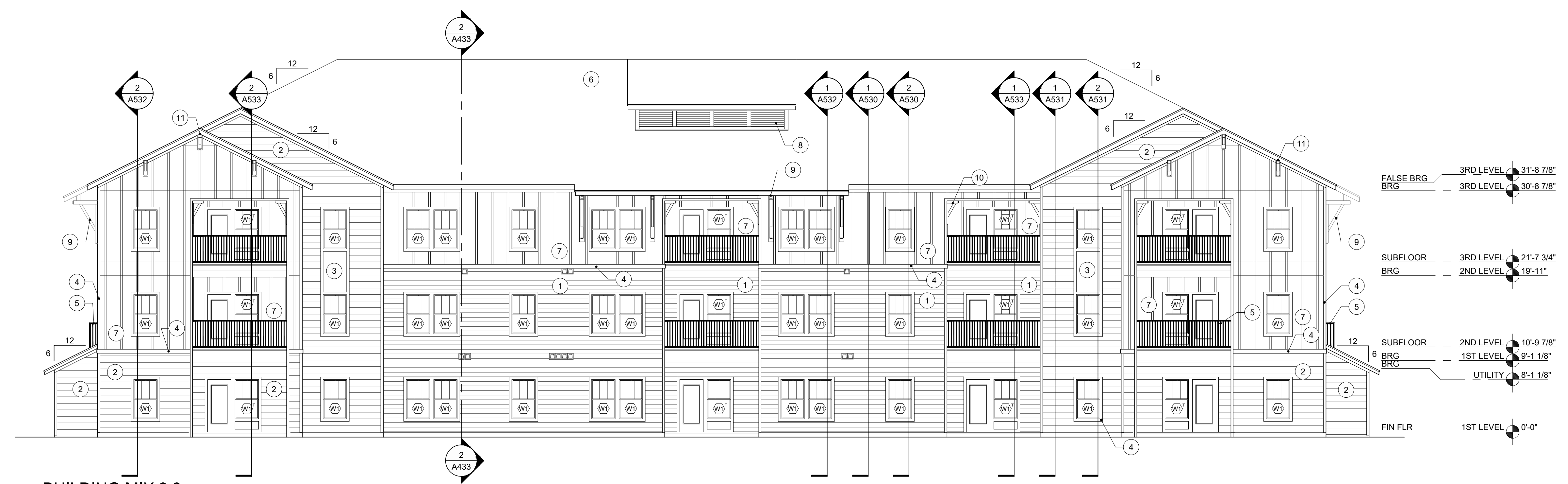
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6	ARCHITECTURAL ASPHALT SHINGLES
7	FIBER CEMENT BOARD AND BATTEN, SMOOTH, PAINTED
8	FIBER CEMENT LAP SIDING, 3" EXPOSURE, PAINTED
9	B1, PAINTED, RE: BRACKET SCHEDULE A701
10	B2, PAINTED, RE: BRACKET SCHEDULE A701
11	B3, PAINTED, RE: BRACKET SCHEDULE A701
GENERAL MATERIALS (UNO)	
FIBER CEMENT TRIM - SMOOTH - PAINTED - 5/4" THICK U.N.O. ALL DOOR / WINDOW TRIM AT FIBER CEMENT WALLS RE: DETAILS	
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SUBMIT SAMPLES FOR APPROVAL BY AOR	
EXTERIOR COLORS a - TBD b - TBD	



2 BUILDING MIX 3.3  
EXTERIOR ELEVATION - RIGHT

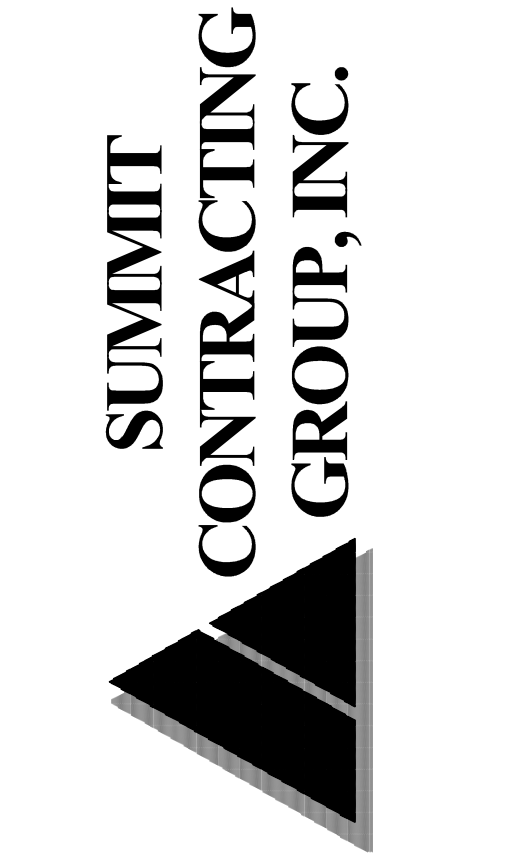
1/8" = 1'-0"



1 BUILDING MIX 3.3  
EXTERIOR ELEVATION - FRONT

1/8" = 1'-0"

No.	Date	By	Description
01	07.14.22	AAM	PROGRESS SET
02			
03			
04			
05			
06			
07			
08			
09			



Project Number:	22.5032.00
Drawn By:	AAM
Checked By:	GMC/MAS
Project Name:	PALM COAST RENTAL COMMUNITY
	MESA CAPITAL PARTNERS
	CITY OF PALM COAST, FL
Drawing Name:	BUILDING MIX 3.3
	EXTERIOR ELEVATIONS
	ELEVATION B

A333a

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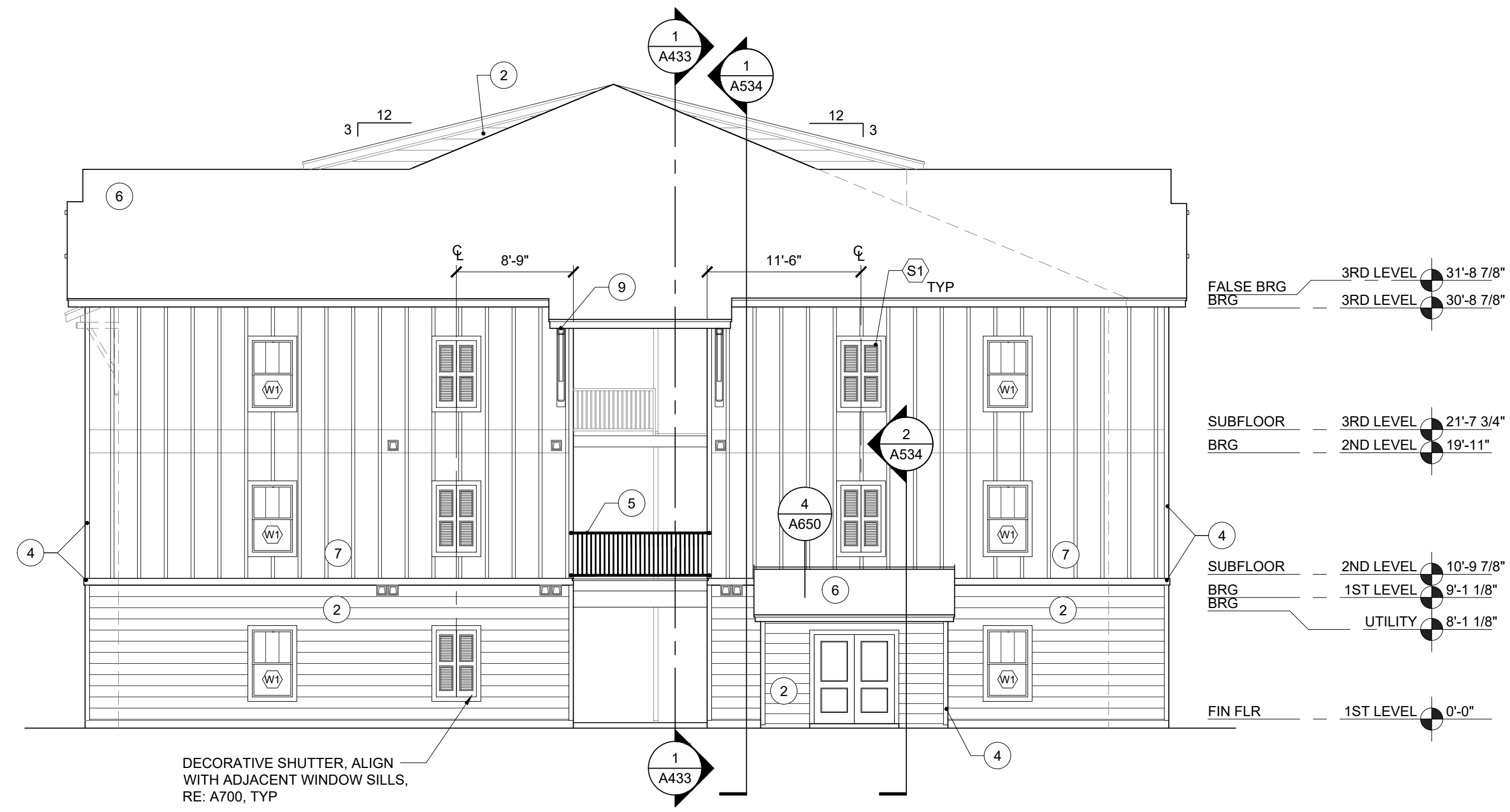
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SUBMIT SAMPLES FOR APPROVAL BY AOR	
EXTERIOR COLORS a - TBD b - TBD	



2 BUILDING MIX 3.3  
EXTERIOR ELEVATION - LEFT

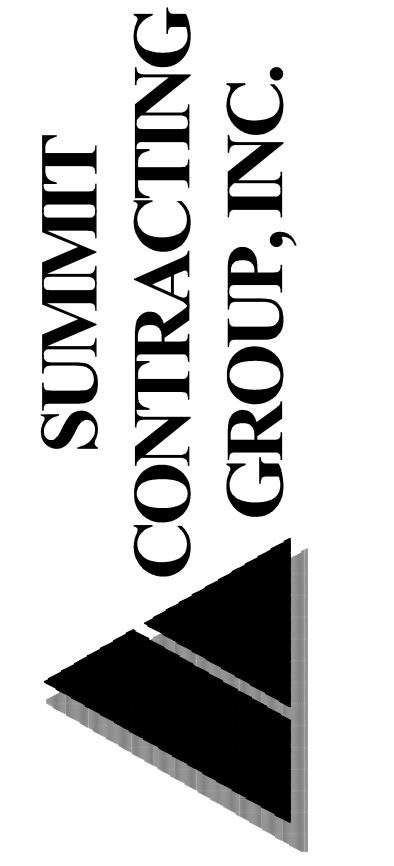
1/8" = 1'-0"



1 BUILDING MIX 3.3  
EXTERIOR ELEVATION - REAR

1/8" = 1'-0"

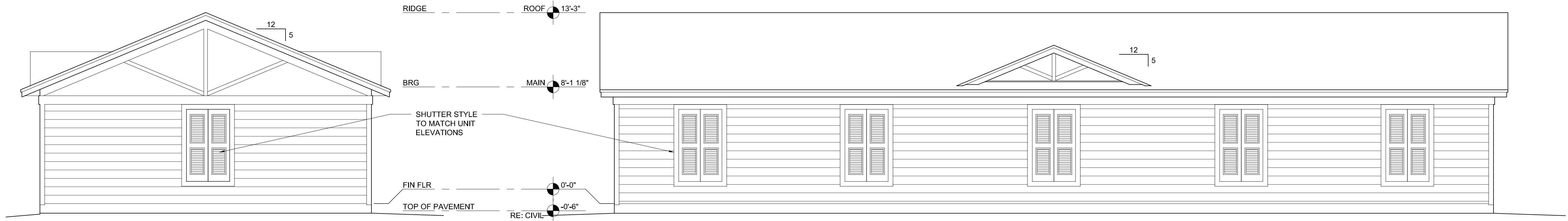
No.	Date	By	Description
01	07.14.22	AAM	PROGRESS SET
02			
03			
04			
05			
06			
07			
08			
09			



Project Number:	22.5032.00
Drawn By:	AAM
Checked By:	GMC/MAS
Project Name:	PALM COAST RENTAL COMMUNITY
	MESA CAPITAL PARTNERS
	CITY OF PALM COAST, FL
Drawing Name:	BUILDING MIX 3.3
	EXTERIOR ELEVATIONS
	ELEVATION B

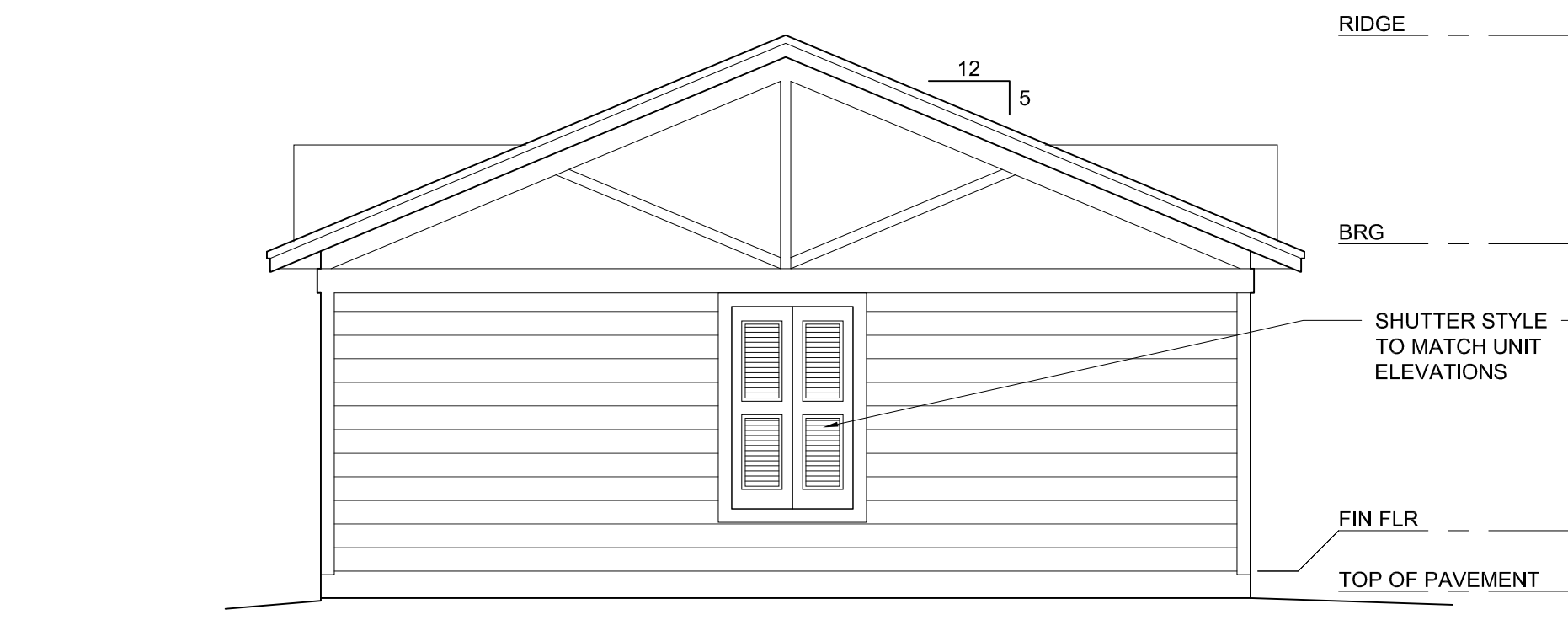
A333b

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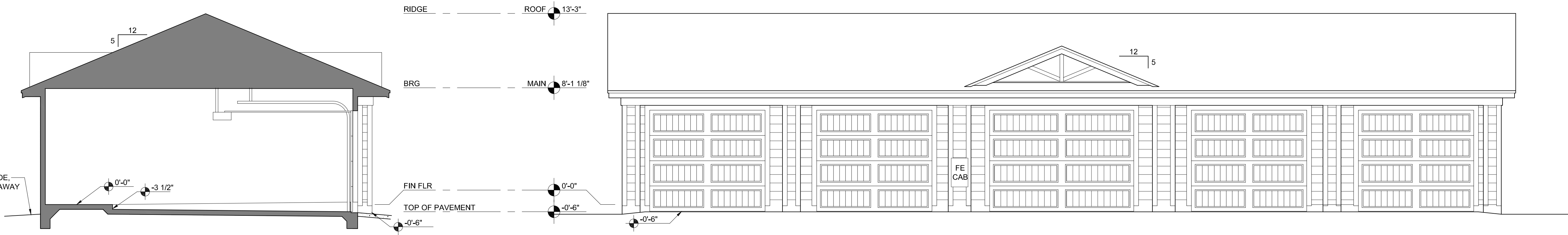
**3** GARAGE - REAR ELEVATION  
5 BAY | FHA

1/4" = 1'-0"



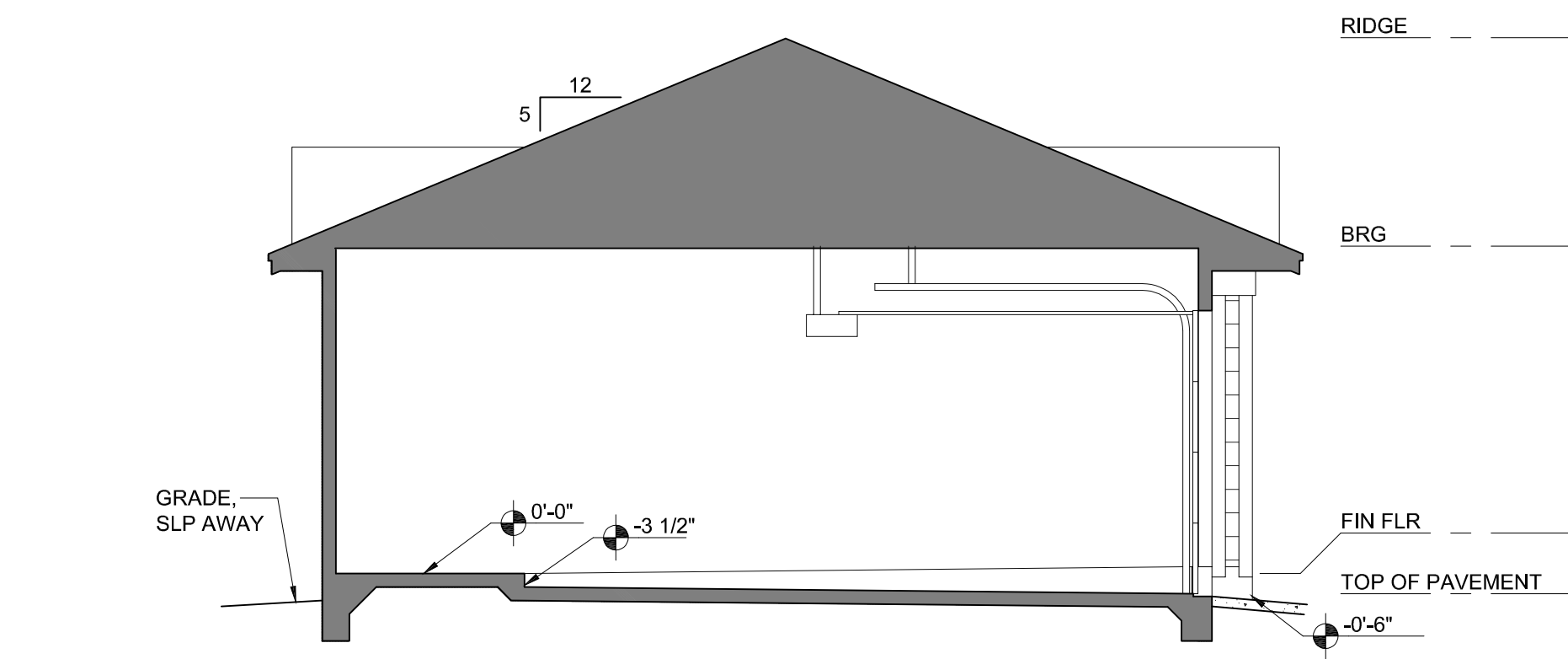
**5** GARAGE - SIDE ELEVATION  
5 BAY | FHA

1/4" = 1'-0"



**2** GARAGE - FRONT ELEVATION  
5 BAY | FHA

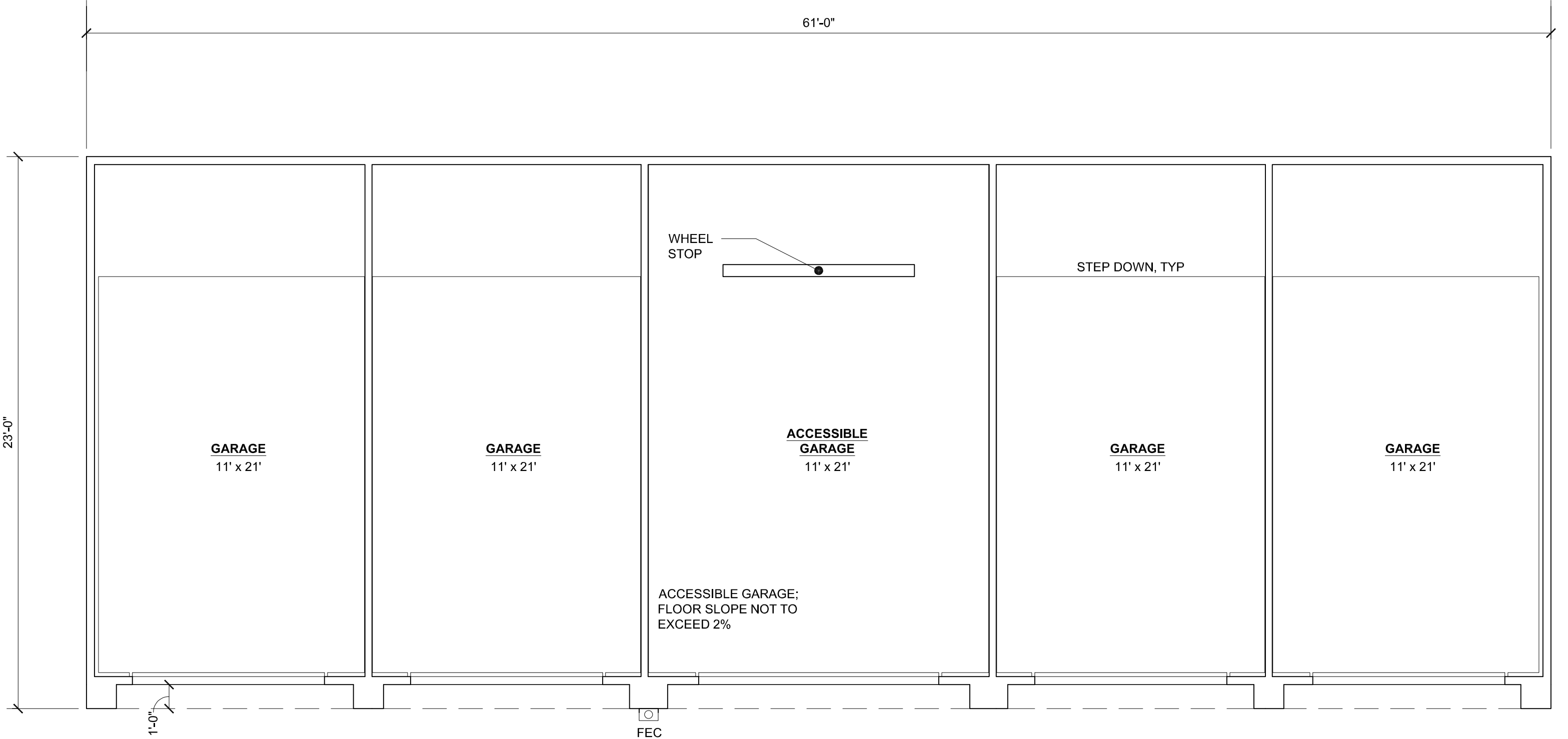
1/4" = 1'-0"



**4** GARAGE - BUILDING SECTION  
5 BAY | FHA

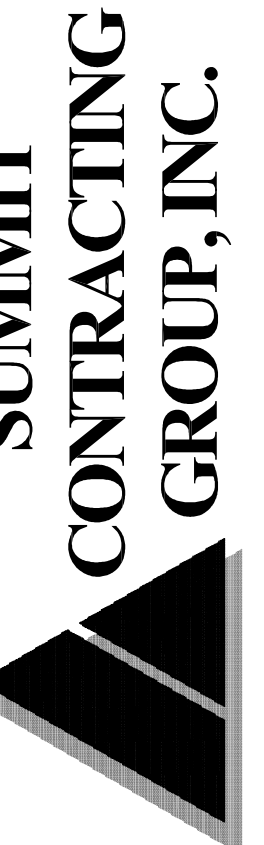
1/4" = 1'-0"

Issues and Revisions		
No.	Date	Description
01		
02		
03		
04		
05		
06		
07		
08		
09		



**1** GARAGE - FLOOR PLAN  
5 BAY | FHA

1/4" = 1'-0"



Project Number:  
Drawn By: G4  
Checked By:  
Project Name:

Drawing Name:  
GARAGE 5-BAY | FHA  
FLOOR PLAN, ELEVATIONS, & SECTIONS

**A813**



# city of PALM COAST

## GENERAL - APPLICATION

<b>DATE</b>	08/29/2022
-------------	------------

<b>APPLICATION TYPE</b>	MASTER SITE PLAN
-------------------------	------------------

<b>PROJECT NAME</b>		WHITEVIEW MULTI-FAMILY			
<b>LOCATION OF SUBJECT PROPERTY (PHYSICAL ADDRESS)</b>					
<b>PROPERTY APPRAISER'S PARCEL NUMBER</b>		23-11-30-6060-00000-00G0, 23-11-30-6060-00000-00K0			
<b>LEGAL DESCRIPTION</b>		WHITEVIEW VILLAGE PHASE I MB 40 PG 46 TRACT "G" (16.03 AC) FUTURE DEVELOPMENT			
<b>SUBDIVISION NAME</b>					
<b>SECTION</b>	23	<b>BLOCK</b>	00000	<b>LOT</b>	00G0
<b>PROPERTY ACRES</b>		18.84	<b>PROPERTY SQ FT</b>		820670
<b>FUTURE LAND USE MAP DESIGNATION</b>		<b>EXISTING ZONE DISTRICT</b>			
<b>OVERLAY DISTRICT</b>					
<b>COMMUNITY PANEL NUMBER</b>		<b>MAP PANEL DATE</b>			
<b>FLOOD ZONE</b>					
<b>PRESENT USE OF PROPERTY</b>					

<b>DESCRIPTION OF REQUEST / PROPOSED DEVELOPMENT (MAY ATTACH ADDITIONAL SHEETS)</b>	
316 UNIT MULTI-FAMILY PROJECT	

<b>PROPOSED NUMBER OF LOTS</b>		<b>IS THERE EXISTING MORTGAGE?</b>	No
--------------------------------	--	------------------------------------	----



# City of PALM COAST

OWNER	APPLICANT / AGENT
Name: MIRAL CORP	Name: CURT M. WIMPEE
Mailing Address: STE 650 4370 LA JOLLA VILLAGE DR SAN DIEGO, CA 92122	Mailing Address: 10475 FORTUNE PKWY SUITE 101 JACKSONVILLE, FL 32256
Phone Number: (470) 719-2303	Phone Number: (904) 647-5383
E-mail Address: MLIGHT@ALLIANT-INC.COM	E-mail Address: KLIGUORI@ALLIANT-INC.COM
MORTGAGE HOLDER	ENGINEER OR PROFESSIONAL
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:
ARCHITECT	TRAFFIC ENGINEER
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:
ATTORNEY	
Name:	
Mailing Address:	
Phone Number:	
E-mail Address:	

**APPLICANT / OWNER'S AFFIDAVIT:** I certify that all the foregoing information is accurate and that all work will be done in compliance with all applicable laws regulating construction and zoning

**APPLICANT / OWNER'S ELECTRONIC SUBMISSION STATEMENT:** Under penalty of perjury, I declare that all the information contained in this development application is true and correct. By signing this Electronic Submission Form, I consent to use electronic communications, electronic records, and electronic signatures rather than paper documents for the form(s) provided on this web site. I understand that my electronic signature is legally binding, as stated by [2016 Florida Statutes Title XXXIX Chapter 668 Section 50](#)

Signature of Property Owner or Applicant

CURT WIMPÉE