

**ACQUISITION AGREEMENT
LANDINGS CDD SOUTHWEST TRACT - PHASE 1**

THIS ACQUISITION AGREEMENT (“Agreement”) is made and entered into, by and between:

KL SEMINOLE TRACE LLC, a Florida limited liability company, with an address of 105 NE 1st Street, Delray Beach, Florida 33444 (“**Developer**”), and

LANDINGS COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose address is c/o 219 East Livingston Street, Orlando, Florida 32801 (“**District**”).

RECITALS

WHEREAS, the District was established by ordinance enacted by the City of Palm Coast, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (“**Act**”), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the Act authorizes the District to issue bonds for the purpose, among others, of planning, financing, constructing, and acquiring certain infrastructure, roadways, stormwater management, utilities (water & sewer), offsite improvements, landscaping/lighting, and other infrastructure within or without the boundaries of the District; and

WHEREAS, the Developer is the owner of lands within the boundaries of the District; and

WHEREAS, the District presently intends to finance a portion of the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities, and services known as the “**Project**” and as detailed in the District’s *Southwest Tract Capital Improvement Plan*, dated March 16, 2024 (“**Engineer’s Report**”), attached to this Agreement as **Exhibit A**; and

WHEREAS, the District intends to finance all or a portion of the Project through the use of proceeds from future special assessment bonds (“**Bonds**”); and

WHEREAS, the District has not had sufficient monies on hand to allow the District to contract directly for: (i) the preparation of the surveys, testing, reports, drawings, plans, permits, specifications, and related documents necessary to complete the Project (“**Work Product**”); or (ii) construction and/or installation of the improvements comprising the Project (“**Improvements**”); and

WHEREAS, the District acknowledges the Developer’s need to commence development of the lands within the District in an expeditious and timely manner; and

WHEREAS, in order to avoid a delay in the commencement of the development of the Work Product and/or the Improvements, the Developer has advanced, funded, commenced, and completed and/or will complete certain of the Work Product and/or Improvements; and

WHEREAS, the Developer and the District are entering into this Agreement to set forth the process by which the District may acquire the Work Product, the Improvements, and any related real

property interests ("**Real Property**") and in order to ensure the timely provision of the infrastructure and development.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the District and the Developer agree as follows:

1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated as a material part of this Agreement.

2. ADVANCED FUNDING. [Reserved.]

3. WORK PRODUCT AND IMPROVEMENTS. The parties agree to cooperate and use good faith and best efforts to undertake and complete the acquisition process contemplated by this Agreement on such date or dates as the parties may jointly agree upon (each, an "**Acquisition Date**"). Subject to any applicable legal requirements (e.g., but not limited to, those laws governing the use of proceeds from tax exempt bonds), and the requirements of this Agreement, the District agrees to acquire completed Work Product and Improvements that are part of the Project.

- a. ***Request for Conveyance and Supporting Documentation*** – When Work Product or Improvements are ready for conveyance by the Developer to the District, the Developer shall notify the District in writing, describing the nature of the Work Product and/or Improvement and estimated cost. Additionally, Developer agrees to provide, at or prior to the applicable Acquisition Date, the following: (i) documentation of actual costs paid, (ii) instruments of conveyance such as bills of sale or such other instruments as may be requested by the District, and (iii) any other releases, warranties, indemnifications or documentation as may be reasonably requested by the District.
- b. ***Costs*** – Subject to any applicable legal requirements (e.g., but not limited to, those laws governing the use of proceeds from tax exempt bonds), the availability of proceeds from the Bonds, and the requirements of this Agreement, the District shall pay the lesser of (i) the actual cost of creation/construction of the Work Product or Improvements, and (ii) the fair market value of the Work Product or Improvements. The Developer shall provide copies of any and all invoices, bills, receipts, or other evidence of costs incurred by the Developer for any Work Product and/or Improvements. The District Engineer shall review all evidence of cost and shall certify to the District's Board of Supervisors ("**Board**") whether the cost being paid is the lesser of (i) the actual cost of creation/construction of the Work Product or Improvements, and (ii) the fair market value of the Work Product or Improvements. The District Engineer's opinion as to cost shall be set forth in an Engineer's Certificate which shall accompany the requisition for the funds from the District's Trustee for the Bonds ("**Trustee**").
- c. ***Conveyances on "As Is" Basis.*** Unless otherwise agreed, all conveyances of Work Product and/or Improvements shall be on an "as is" basis. That said, the Developer agrees to assign, transfer and convey to the District any and all rights the Developer may have against any and all firms or entities which may have caused any latent or

patent defects, including, but not limited to, any and all warranties and other forms of indemnification.

- d. ***Right to Rely on Work Product and Releases*** – The Developer agrees to release to the District all right, title, and interest which the Developer may have in and to any Work Product conveyed hereunder, as well as all common law, statutory, and other reserved rights, including all warranties and copyrights in the Work Product and extensions and renewals thereof under United States law and throughout the world, and all publication rights and all subsidiary rights and other rights in and to the Work Product in all forms, mediums, and media, now known or hereinafter devised. To the extent determined necessary by the District, the Developer shall reasonably obtain all releases from any professional providing services in connection with the Work Product to enable the District to use and rely upon the Work Product. The District agrees to allow the Developer access to and use of the Work Product without the payment of any fee by the Developer. However, to the extent the Developer's access to and use of the Work Product causes the District to incur any cost or expense, such as copying costs, the Developer agrees to pay such cost or expense.
- e. ***Transfers to Third Party Governments; Payment for Transferred Property*** – If any item acquired is to be conveyed to a third-party governmental body, then the Developer agrees to cooperate and provide such certifications, documents, bonds, warranties, and/or forms of security as may be required by that governmental body, if any. Further, the Developer shall make reasonable efforts to first transfer such Work Product and/or Improvements to the District pursuant to the terms of this Agreement, and prior to the transfer of such Work Product and/or Improvements to the third-party governmental entity. Regardless, and subject to the terms of this Agreement, any transfer, dedication, conveyance or assignment of such Work Product and/or Improvements directly to a third-party governmental entity prior to the District's acquisition of the Work Product and/or Improvements shall be deemed a transfer to the District of such Work Product and/or Improvements and then a re-transfer to the third party governmental entity.
- f. ***Permits*** – The Developer agrees to cooperate fully in the transfer of any permits to the District or a governmental entity with maintenance obligations for any Improvements conveyed pursuant to this Agreement.
- g. ***Engineer's Certification*** – The District shall accept any completed Work Product and/or Improvements where the District Engineer (or other consulting engineer reasonably acceptable to the District), in his/her professional opinion, is able to certify that, in addition to any other requirements of law: (i) the Work Product and/or Improvements are part of the Project; (ii) the price for such Work Product and/or Improvements did not exceed the lesser of the cost of creating the Work Product and/or Improvements or the fair market value of the Work Product and/or Improvements; (iii) as to Work Product, the Work Product is capable of being used for the purposes intended by the District, and, as to any Improvements, the Improvements were installed in accordance with their specifications, and are capable of performing the functions for which they were intended; and (iv) as to any Improvements, all known plans, permits and specifications necessary for the

operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities.

4. CONVEYANCE OF REAL PROPERTY. The Developer agrees that it will convey to the District at or prior to the applicable Acquisition Date as determined solely by the District, by a special warranty deed or other instrument acceptable to the Board together with a metes and bounds or other description, the Real Property upon which any Improvements are constructed or which are necessary for the operation and maintenance of, and access to, the Improvements.

- a. **Cost.** The parties agree that all Real Property shall be provided to the District at no cost, unless (i) the costs for the Real Property are expressly included as part of the Project, as described in the Engineer's Report, and (ii) the purchase price for the Real Property is the lesser of the appraised value of the Real Property, based on an appraisal obtained by the District for this purpose, or the cost basis of the Real Property to the Developer.
- b. **Fee Title and Other Interests** – The District may determine in its reasonable discretion that fee title for Real Property is not necessary and in such cases shall accept such other interest in the lands upon which the Improvements are constructed as the District deems acceptable.
- c. **Developer Reservation** – Any conveyance of Real Property hereunder by special warranty deed or other instrument shall be subject to a reservation by Developer of its right and privilege to use the area conveyed to construct any Improvements and any future improvements to such area for any related purposes (including, but not limited to, construction traffic relating to the construction of the Development) not inconsistent with the District's use, occupation or enjoyment thereof.
- d. **Fees, Taxes, Title Insurance** – The Developer shall pay the cost for recording fees and documentary stamps required, if any, for the conveyance of the lands upon which the Improvements are constructed. The Developer shall be responsible for all taxes and assessments levied on the lands upon which the Improvements are constructed until such time as the Developer conveys all said lands to the District. At the time of conveyance, the Developer shall provide, at its expense, an owner's title insurance policy or other evidence of title in a form satisfactory to the District.
- e. **Boundary Adjustments** – Developer and the District agree that reasonable future boundary adjustments may be made as deemed necessary by both parties in order to accurately describe lands conveyed to the District and lands which remain in Developer's ownership. The parties agree that any land transfers made to accommodate such adjustments shall be accomplished by donation. However, the party requesting such adjustment shall pay any transaction costs resulting from the adjustment, including but not limited to taxes, title insurance, recording fees or other costs. Developer agrees that if a court or other governmental entity determines that a re-platting of the lands within the District is necessary, Developer shall pay all costs and expenses associated with such actions.

5. TAXES, ASSESSMENTS, AND COSTS.

- a. *Taxes and Assessments on Property Being Acquired.*** The District is an exempt governmental unit acquiring property pursuant to this Agreement for use exclusively for public purposes. Accordingly, in accordance with Florida law, the Developer agrees to place in escrow with the County tax collector an amount equal to the current ad valorem taxes and non-ad valorem assessments (with the exception of those ad valorem taxes and non-ad valorem assessments levied by the District) prorated to the date of transfer of title, based upon the expected assessment and millage rates giving effect to the greatest discount available for early payment.
- i.** If and only to the extent the property acquired by the District is subject to ad valorem taxes or non-ad valorem assessments, the Developer agrees to reimburse the District for payment, or pay on its behalf, any and all ad valorem taxes and non-ad valorem assessments imposed during the calendar year in which each parcel of property is conveyed.
 - ii.** Nothing in this Agreement shall prevent the District from asserting any rights to challenge any taxes or assessments imposed, if any, on any property of the District.
- b. *Notice.*** The parties agree to provide notice to the other within thirty (30) calendar days of receipt of any notice of potential or actual taxes, assessments, or costs, as a result of any transaction pursuant to this Agreement, or notice of any other taxes, assessments, or costs imposed on the property acquired by the District as described in subsection a. above. The Developer covenants to make any payments due hereunder in a timely manner in accord with Florida law. In the event that the Developer fails to make timely payment of any such taxes, assessments, or costs, the Developer acknowledges the District's right to make such payment. If the District makes such payment, the Developer agrees to reimburse the District within thirty (30) calendar days of receiving notice of such payment, and to include in such reimbursement any fees, costs, penalties, or other expenses which accrued to the District as a result of making such a payment, including interest at the maximum rate allowed by law from the date of the payment made by the District.
- c. *Tax liability not created.*** Nothing herein is intended to create or shall create any new or additional tax liability on behalf of the Developer or the District. Furthermore, the parties reserve all respective rights to challenge, pay under protest, contest or litigate the imposition of any tax, assessment, or cost in good faith they believe is unlawfully or inequitably imposed and agree to cooperate in good faith in the challenge of any such imposition.

6. ACQUISITIONS AND BOND PROCEEDS. The District may in the future, and in its sole discretion, elect to issue Bonds that may be used to finance portions of work acquired hereunder. In the event that the District issues the Bonds and has bond proceeds available to pay for any portion of the Project acquired by the District, and subject to the terms of the applicable documents relating to the Bonds, then the District shall promptly make payment for any such acquired Work Product, Improvements or Real Property, pursuant to the terms of this Agreement; provided, however, that no such obligation

shall exist where the Developer is in default on the payment of any debt service assessments due on any property owned by the Developer, or is in default under any agreements between the Developer and the District, or, further, in the event the District's bond counsel determines that any such acquisitions are not properly compensable for any reason, including, but not limited to federal tax restrictions imposed on tax-exempt financing. Interest shall not accrue on any amounts owed for any prior acquisitions. Unless otherwise provided in the Supplemental Indenture, and in the event the District does not or cannot issue sufficient bonds within five (5) years from the date of this Agreement to pay for all acquisitions hereunder, and, thus does not make payment to the Developer for any unfunded acquisitions, then the parties agree that the District shall have no payment or reimbursement obligation whatsoever for those unfunded acquisitions. The Developer acknowledges that the District may convey some or all of the Work Product and/or Improvements described in the Engineer's Report to a general purpose unit of local government (e.g., the County) and consents to the District's conveyance of such Work Product and/or Improvements prior to any payment being made by the District.

7. CONTRIBUTIONS. In connection with the issuance of the Bonds, the District will levy debt service special assessments to secure the repayment of Bonds. As described in more detail in the District's applicable assessment reports ("**Assessment Report**"), and prior to the issuance of the Bonds, the Developer may request that such debt service special assessments be reduced for certain product types. To accomplish any such requested reduction, and pursuant to the terms of this Agreement, the Developer agrees to provide a contribution of Improvements, Work Product and/or Real Property based on appraised value, comprising a portion of the Project and to meet the minimum requirements set forth in the Assessment Report, if any. Any such contributions shall not be eligible for payment by the District hereunder.

8. IMPACT FEE CREDITS. [Reserved.]

9. UTILITY CONNECTION FEES. [Reserved.]

10. DEFAULT. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages and/or specific performance. Any default under an applicable trust indenture for the Bonds caused by the Developer and/or its affiliates shall be a default hereunder, and the District shall have no obligation to fund the Project in the event of such a default. Notwithstanding the foregoing, neither the District nor the Developer shall be liable for any consequential, special, indirect or punitive damages due to a default hereunder. Prior to commencing any action for a default hereunder, the party seeking to commence such action shall first provide written notice to the defaulting party of the default and an opportunity to cure such default within 30 days.

11. ATTORNEYS' FEES AND COSTS. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

12. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Developer.

13. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Developer; both the District and the Developer have complied with all the requirements of law; and both the District and the Developer have full power and authority to comply with the terms and provisions of this instrument.

14. NOTICES. All notices, requests, consents and other communications under this Agreement ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, at the addresses first set forth above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Developer may deliver Notice on behalf of the District and the Developer, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

15. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Developer as an arm's length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Developer.

16. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Developer and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Developer any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Developer and their respective representatives, successors, and assigns.

Notwithstanding the foregoing, the Trustee, acting at the direction of the Majority Holders of the Bonds, shall have the right to directly enforce the provisions of this Agreement. The Trustee shall not be deemed to have assumed any obligations under this Agreement. This Agreement may not be assigned or materially amended, and the Project may not be materially amended, without the written consent of the Trustee, acting at the direction of the Majority Holders of the Bonds, which consent shall not be unreasonably withheld.

17. ASSIGNMENT. Neither the District nor the Developer may assign this Agreement or any monies to become due hereunder without the prior written approval of the other.

18. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents

that the venue for any litigation arising out of or related to this Agreement shall be in the County in which the District is located.

19. PUBLIC RECORDS. The Developer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and treated as such in accordance with Florida law.

20. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

21. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by sovereign immunity or by other operation of law.

22. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

23. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[THIS SPACE INTENTIONALLY LEFT BLANK]

WHEREFORE, the parties below execute the *Acquisition Agreement* to be effective as of the 26th day of June, 2025.

ATTEST



Jeremy LeBrun, Assistant Secretary

LANDINGS COMMUNITY DEVELOPMENT DISTRICT



By: William "Bill" Fife
Its: Vice-Chairperson

ATTEST

Print Name: _____

KL SEMINOLE TRACE LLC

By: James Harvey
Its: Authorized Signatory of KL Seminole Trace, LLC

Exhibit A: *Southwest Tract Capital Improvement Plan*, dated March 16, 2024

WHEREFORE, the parties below execute the *Acquisition Agreement* to be effective as of the 26th day of June, 2025.

LANDINGS COMMUNITY DEVELOPMENT DISTRICT

ATTEST

Jeremy LeBrun, Assistant Secretary

By: William "Bill" Fife
Its: Vice-Chairperson

ATTEST

Print Name: Bryon T. LoPreste

KL SEMINOLE TRACE LLC

By: James Harvey
Its: Authorized Signatory of KL Seminole Trace, LLC

Exhibit A: *Southwest Tract Capital Improvement Plan*, dated March 16, 2024

EXHIBIT A

**LANDINGS
COMMUNITY DEVELOPMENT DISTRICT
SOUTHWEST TRACT
CAPITAL IMPROVEMENT PLAN**

Prepared for

**Board of Supervisors
Landings
Community Development District**

Prepared by
England-Thims & Miller, Inc.
14775 Old St. Augustine Road
Jacksonville, Florida 32258
904-642-8990

BACKGROUND

The Landings Community Development District (the “District”) is a 560.86± acre community development district located in the City of Palm Coast, Florida. (See **Plate 1**, Location Map). The authorized land uses within the District include residential development as well as open space and recreational amenities. This report will focus on the Southwest Tract. A previous report was created for the North Tract on September 8, 2022 and a future report will be done on the Southeast Tract at a later date.

The Southwest Tract consists of 192.23± acres within the District, the North Tract consists of 204.68± acres within the District, and the future Southeast Tract will consist of 163.95± acres. The conceptual development for the Southwest Tract within the District’s boundaries is as depicted in Table 1.

Note: Any and all actual development shall be consistent with the City Comprehensive Plan, Land Development Code, and other Government Regulations which presently permits 913 residential units within the District boundary.

TABLE 1
SOUTHWEST TRACT DEVELOPMENT SUMMARY

	Area (Acres)	Max Residential Units
TYPE Residential	168.41	416
Neighborhood/Community Parks	6.31	0
Wetlands	13.71	0
Undisturbed Upland’s	3.8	0
TOTALS	192.23	416

Plate 2A depicts the District boundary, Plate 2B depicts the Southwest Tract boundary, Plate 3A provides the legal description of the District, Plate 3B provides the legal description of the Southwest Tract, and Plate 4 depicts the Future Land Use Map within the District Boundary.

The currently proposed development program for the Southwest Tract is presented below. The current proposed Master Plan is depicted on Plate 12.

TABLE 2
SOUTHWEST TRACT CONCEPTUAL LOT TYPE

UNIT TYPE	TOTAL
SF 50’	231
SF 60’	185
TOTALS	416

To serve the residents of the District, the District has developed a capital improvement plan to allow it to finance and construct certain utility, stormwater management, transportation infrastructures, and flood control infrastructure necessary for development in the Southwest Tract within the District (the “Southwest CIP”) which consists of Cascades at Grand Landings Phases 1, 2 and 3. Summaries of the conceptual Southwest CIP and corresponding cost estimates follow in Table 3. A detailed description and basis of costs for each improvement is included in this report.

The Southwest CIP contained in this report reflects a concept of the District for the Southwest Tract. However, the Southwest CIP may be subject to modification to developing future units. The implementation of any improvement is outlined within the Plan requires final approval by the District’s Board of Supervisors.

Design and permitting for the improvements described in this improvement plan is ongoing, and a tentative schedule is provided below:

Cascades at Grand Landings Phase 1 (Southwest Tract)

ITEM	ESTIMATED AGENCY APPROVAL DATE
1. COPC	April 2024
2. SJRWMD	April 2024
3. COPC Utility	April 2024
4. FDEP – Environmental	May 2024
5. FDEP – Water General	May 2024
6. FDEP – Sewer Individual	June 2024
7. FDEP – Sewer COC*	June 2025*

*Capacity is subject to Palm Coast Utility Department capacity expansion plans and permits.

Cascades at Grand Landings Phase 3 (Southwest Tract)

ITEM	ESTIMATED AGENCY APPROVAL DATE
1. COPC	To Be Determined
2. SJRWMD	To Be Determined
3. COPC Utility	To Be Determined
4. FDEP – Environmental	To Be Determined
5. FDEP – Water and Sewer	To Be Determined

A jurisdictional wetland delineation for Cascades at Grand Landings Phase 1-2 within the District has been completed and going through permitting by the St. Johns River Water Management District (SJRWMD) and Florida Department of Environmental Protection (FDEP). Engineering and permitting for Cascades at Grand Landings Phase 1-2 are ongoing. Engineering and permitting for Cascades at Grand Landings Phase 3 has not begun and will be done at a later date that has yet to be determined. These two projects are all in the Southwest Tract within the District Boundary. There is a reasonable expectation that the remaining required permits for the Southwest Tract improvements are obtainable, however, all permits are subject to final agency action.

Cost estimates contained in this report are based upon year 2023 dollars and have been prepared based upon the best available information, but in some cases without benefit of final engineering design and environmental permitting. England, Thims & Miller, Inc. believes the estimates to be accurate based upon the available information, however, actual costs will vary based on final engineering, planning and approvals from regulatory agencies.

PROJECT PHASING

The overall capital improvement plan for the Southwest Tract will be built in a series of phases. The phasing of the project allows the clearing, earthwork, stormwater management systems, roadways, utilities, entry features, recreational areas, landscaping, sidewalks and paths to be constructed as needed throughout the build-out of the Southwest Tract.

TABLE 3

SOUTHWEST TRACT INFRASTRUCTURE SUMMARY OF COSTS

Improvement Description	Estimated Cost
Offsite Transportation Improvements	\$1,300,000
Lift Stations, Potable Water, Reclaimed Water, and Sewer	\$13,492,500
Hardscape, Landscape, Irrigation, Fencing, and Signage	\$400,000
Stormwater Management Facilities, Drainage Collection System and Flood Control	\$9,869,750
Planning, Engineering, Survey, and Regulatory	\$3,759,338
Contingency (20%)	\$5,764,318
INFRASTRUCTURE COST TOTAL	\$34,585,906

Proposed infrastructure improvements shall be designed and constructed to City of Palm Coast, City of Palm Coast Utility, Florida Department of Environmental Protection, and St. Johns River Water Management District standards. Proposed facility infrastructure ownership and maintenance is listed in Table 4.

TABLE 4

PROPOSED FACILITIES INFRASTRUCTURE OWNERSHIP AND MAINTENANCE

<u>Improvement</u>	<u>Ownership, Operation, and Maintenance</u>
Offsite Transportation Improvements	COPC
Lift Stations, Potable Water, Reclaimed Water, and Sanitary Sewer	COPCUD
Hardscape, Landscape, Irrigation, Fencing, and Signage	CDD
Subdivision Stormwater Management Facilities and Drainage Collection System	CDD

COPC = City of Palm Coast

COPCUD = City of Palm Coast Utility Department

CDD = Community Development District

MASTER TRANSPORTATION IMPROVEMENTS

The District currently intends to finance certain transportation facilities, excluding subdivision roadways, necessary for development within and adjacent to the District Boundaries for the Southwest Tract. These items have been grouped into the broader categories listed in Table 3, as appropriate. A description of each transportation improvement follows.

OFFSITE TURN LANES

This proposed improvement includes turn lanes off of Seminole Wood Parkway into the proposed development. Improvements include widening the road to accommodate a right and left turn lane along Seminole Wood Parkway. To accommodate the turn lanes, additional drainage improvements along Seminole Woods Parkway are also proposed. The offsite turn lanes improvements are depicted on Plate 5.

COLLECTOR ROAD

This proposed improvement includes the 400 linear foot entrance road from Seminole Woods Parkway, these entrance roads have variable width. The collector road improvements are depicted on Plate 5.

EMERGENCY ACCESS ROAD

This proposed improvement includes 150 linear feet of a two-lane stabilized access. These emergency access roads are required by the local municipality for public safety. The emergency access road improvements are depicted on Plate 5.

MASTER UTILITY IMPROVEMENTS

The District currently intends to finance certain maser utility infrastructure necessary for development within the District boundaries for the Southwest Tract. These items have been grouped into the broader categories listed in Table 3, as appropriate. These improvements will be designed and constructed to COPCUD and FDEP standards and will be owned and maintained by COPCUD.

FORCEMAIN SYSTEM

The proposed improvement involves the construction of 4,200 linear feet of 6” sanitary force main along Cascades Lane, and 13,075 linear feet of 12” sanitary force main along Seminole Woods Parkway, as depicted on Plate 7.

PUMP STATION

The proposed improvement involves the construction of 2 COPCUD lift stations that will provide service to all of the lots within the District. This location is depicted on Plate 7.

RESIDENTIAL INFRASTRUCTURE IMPROVEMENTS

The District currently intends to finance, design and construct certain infrastructure improvements for the residential development within the District boundaries for the Southwest Tract. The improvements that the District currently intends to finance include complete construction of the basic infrastructure for each neighborhood, including but not limited to: clearing and grubbing, earthwork, stormwater management, flood control, subsurface drainage improvements, potable water, reclaimed water and sanitary sewer underground utility construction, drainage, grassing, and sodding. These items have been grouped into the broader categories listed in Table 3, as appropriate. Refer to Plates 8-11 for the Neighborhood Infrastructure Improvements.

DRAINAGE/FLOOD CONTROL

The District currently intends to finance certain surface and subsurface drainage improvements necessary for development within the District boundaries for the Southwest Tract. This section of infrastructure includes clearing, grubbing, roadway storm sewer collection system, stormwater management facilities, flood control, groundwater control, surface and subsurface drainage improvements. Cost estimates include stormwater pond construction, drainage catch basins, inlets, underground storm piping within roadways, control structures, grading, sod and seeding as required for sediment and erosion control, etc. The clearing, grubbing and earthwork estimates include all work necessary for the complete right-of-way area, include utility easements, and surrounding residential areas as necessary to provide a complete stormwater management system. Stormwater management facilities provide for the attenuation and treatment of stormwater runoff from the project in accordance with St. Johns River Water Management District and City of Palm Coast standards, as depicted on plate 11. As part of the complete stormwater management system, earthwork will include portions of residential lots as needed to collect stormwater runoff into the stormwater management facilities. This earthwork will include placing fill above the pond 100-year pond design high water elevation and to provide positive discharge from the residential lots to the storm sewer collection system. The district does not intend to finance any final lot grading.

LOCAL WATER, REUSE, AND SANITARY SEWER

Water, sanitary sewer and reuse cost estimates included in the residential infrastructure improvements consist of the underground water and reuse transmission systems and wastewater (sewer) collection system serving the development within the Southwest Tract. Costs include piping, manholes, valves, services, and all appurtenances required in order to construct the system in accordance with City of Palm Coast Utility Department and Florida Department of Environmental Protection standards. Utility improvements are depicted on Plates 7-10.

BASIS OF COST ESTIMATE FOR INFRASTRUCTURE IMPROVEMENTS

The following is the basis for the infrastructure cost estimates:

- Costs utilized were obtained from recent bid schedule of values.
- Water, Reclaimed Water, and Sewer Facilities are designed in accordance with COPCUD and FDEP standards.
- Roadway improvements are designed in accordance with City of Palm Coast Standards,
- The stormwater management system is designed pursuant to SJRWMD and COPC standards and the cost estimate has been developed from recent bid schedule of values.
- The engineering, permitting, construction inspection and other soft cost fees have been included in the estimated cost. (15% of subtotal costs)
- For the purposes of this report, a contingency factor of up to 20% has been included for infrastructure depending on the completeness of the plans on which the estimate was based.
- Cost estimates contained in this report are based upon year 2023 dollars and have been prepared based upon the best available information, but in some cases, without benefit of final engineering design and environmental permitting. England-Thims & Miller, Inc. believes the enclosed estimates to be accurate based upon the available information, however, actual costs will vary based upon final engineering, planning and approvals from regulatory authorities.

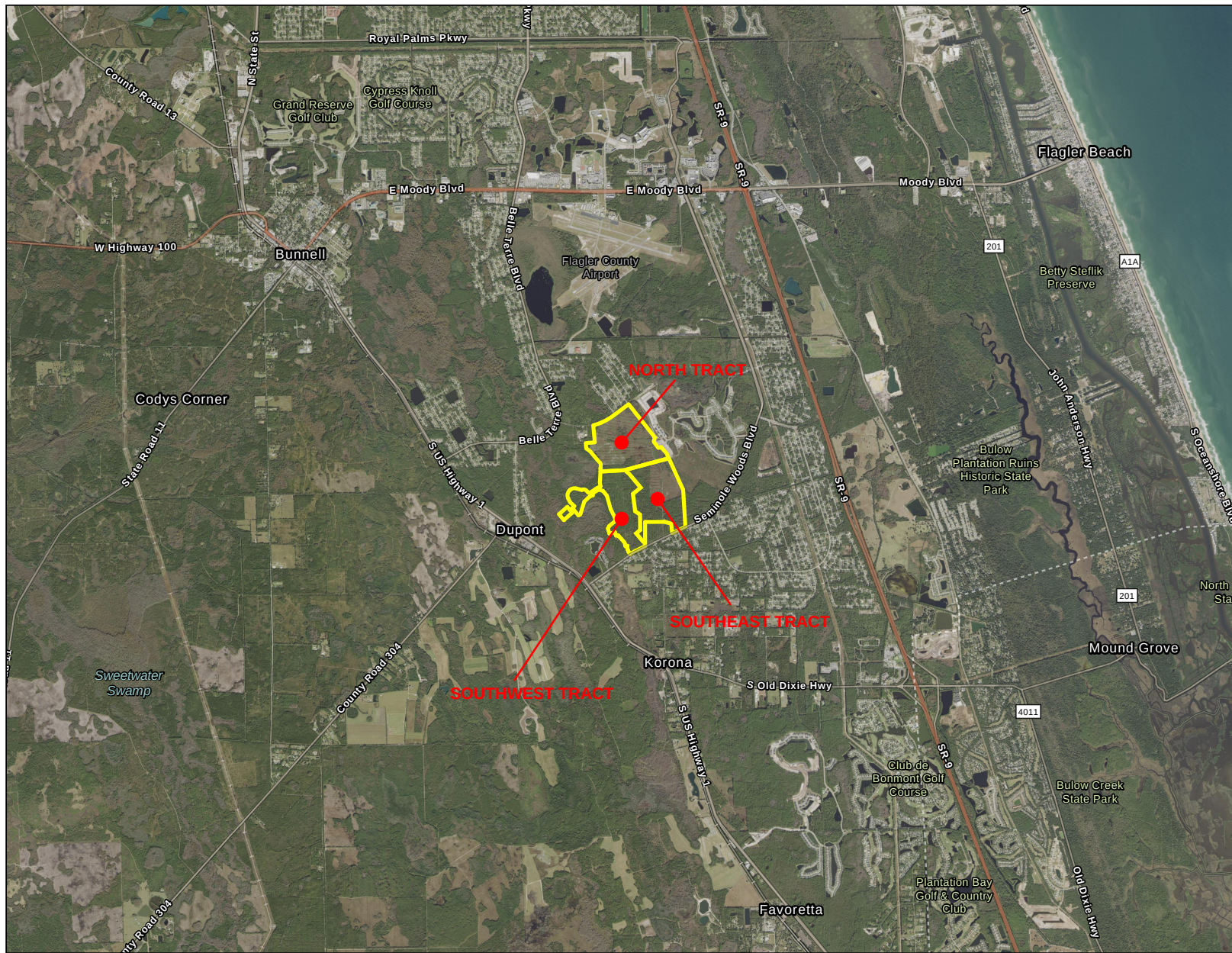
CONCLUSION

The actual development within the District shall be consistent with the City's Comprehensive Plan, Land Development Code, and other Government Regulations which presently permits 913 residential units within the District boundary.

APPENDIX

Description

1	Location Map
2 A	District Boundary
2 B	Southwest Tract Boundary
3 A	District Legal Description
3 B	Southwest Tract Legal Description
4	Future Land Use Map
5	Offsite Turn Lanes, Onsite Collector Roadway, and Emergency Access Roads
6	Typical Roadway Cross Section
7	Master Utility Improvements
8	Reclaimed Water Distribution System
9	Water Distribution System
10	Sanitary Sewer Collection System
11	Stormwater Management System
12	Master Plan

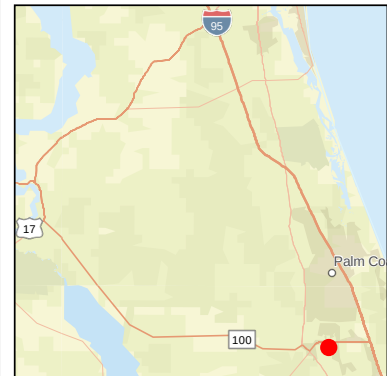
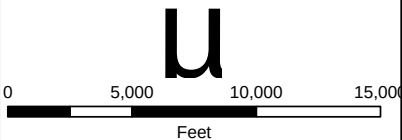


**LANDINGS COMMUNITY
DEVELOPMENT DISTRICT**

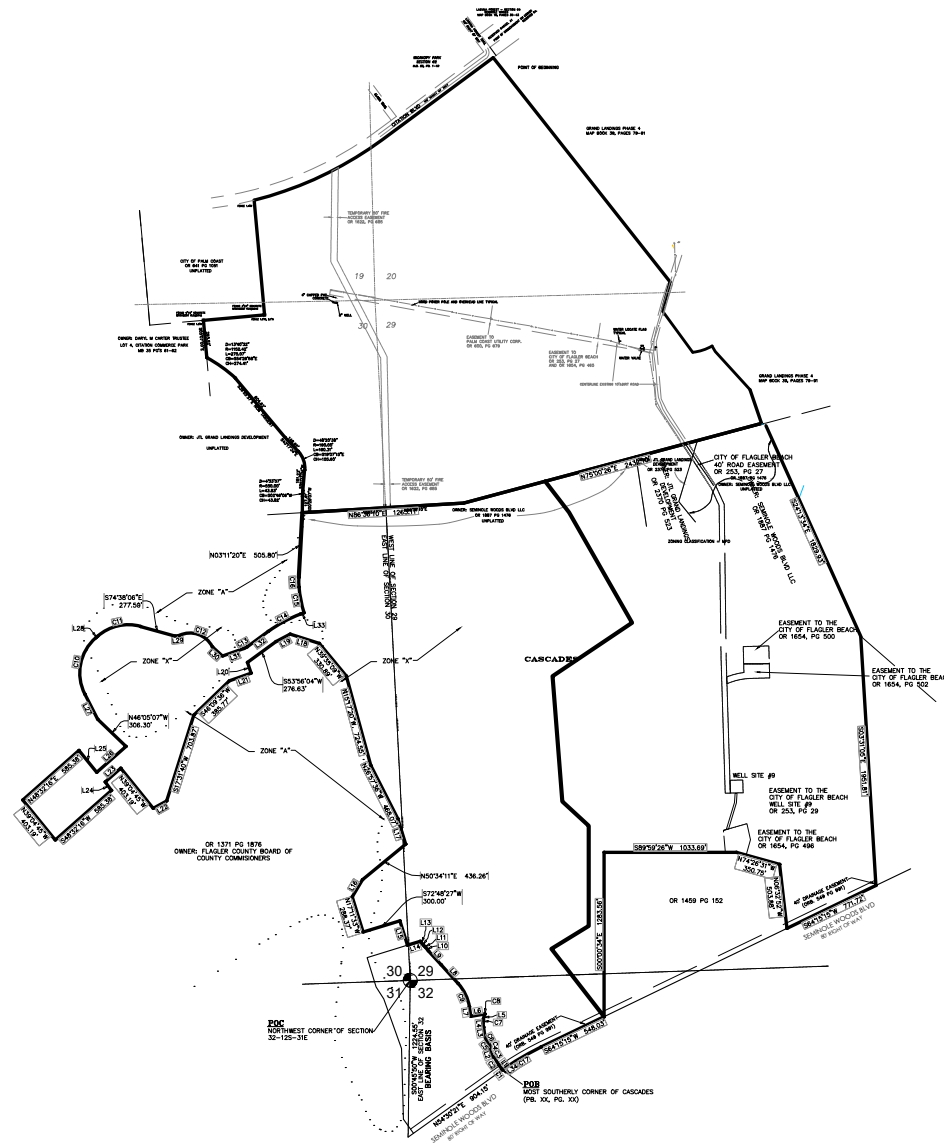
Vicinity

PLATE 1

— Subject Property



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 TEL: (904) 642-8990, FAX: (904) 646-9485
 CA - 00002584 LC - 0000316

DISTRICT BOUNDARY

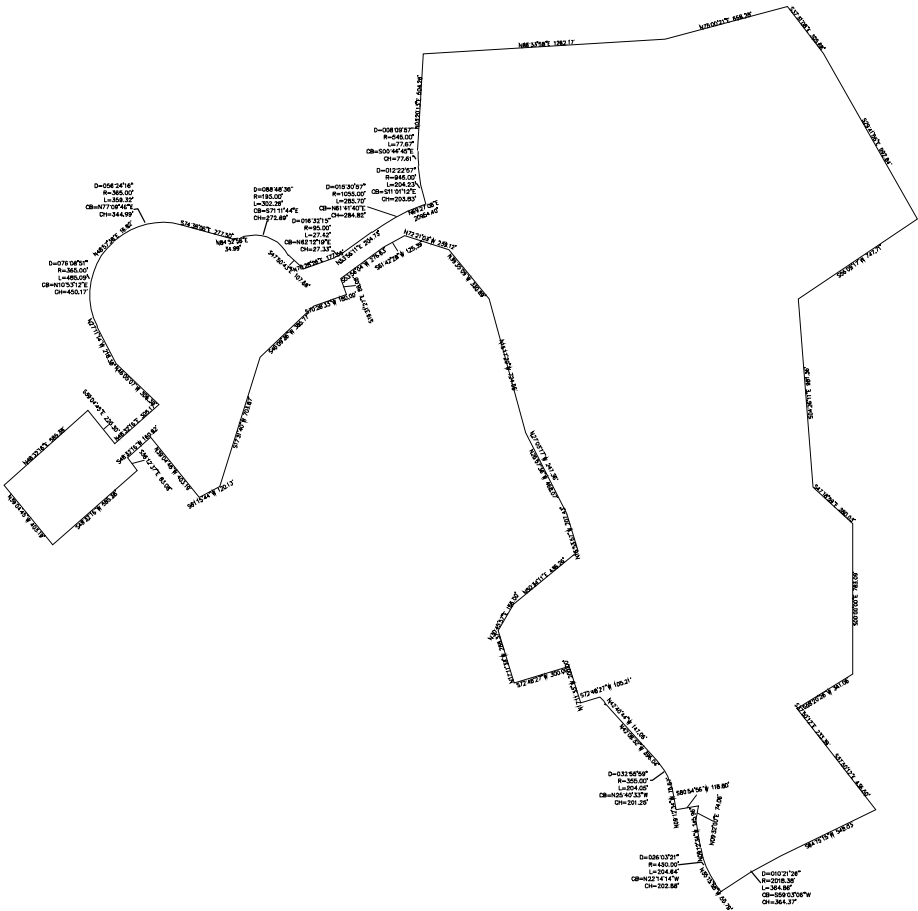
LANDINGS COMMUNITY DEVELOPMENT DISTRICT
CITY OF PALM COAST, FLORIDA

ETM NO. 20-338-01

DRAWN BY: CJG

DATE: 9/21/2023

PLATE NO. 2A



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SOUTHWEST TRACT BOUNDARY

LANDINGS CDD - SOUTHWEST TRACT

CITY OF PALM COAST, FLORIDA

ETM NO. 20-338-01

DRAWN BY: CJG

DATE: 1/29/24

PLATE NO. 2B

MAP OF BOUNDARY SURVEY OF

DESCRIPTION
PART OF SECTIONS 19, 20, 29 AND 30, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE SOUTHWEST CORNER OF RESERVED PARCEL A1, LAGUNA FOREST, SECTION 64, SEMINOLE WOODS, AS RECORDED IN MAP BOOK 18, PAGES 36 THROUGH 43, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, SAID POINT ALSO BEING THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF CITATION BOULEVARD AND THE EAST RIGHT OF WAY LINE OF LAGUNA FOREST TRAIL, THENCE S36°30'03"E ALONG THE SOUTHERLY EXTENSION OF THE SAID EAST RIGHT OF WAY LINE AND THE WEST LINE OF SAID RESERVED PARCEL A1 A DISTANCE OF 80.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF CITATION BOULEVARD AFORESAID; THENCE S53°29'57"W ALONG SAID SOUTH RIGHT OF WAY A DISTANCE OF 28.73 FEET TO THE NORTHWEST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2370, PAGE 523, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, AND THE POINT OF BEGINNING; THENCE S53°29'57"W CONTINUING ALONG SAID RIGHT OF WAY A DISTANCE OF 1076.65 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2860.00 FEET, A CENTRAL ANGLE OF 22°18'53", BEING SUBTENDED BY A CHORD BEARING OF S64°43'14"W AND A CHORD DISTANCE OF 1106.84 FEET; THENCE WESTERLY ALONG SAID CURVE TO THE RIGHT FOR AN ARC LENGTH OF 1113.87 FEET TO THE NORTHEAST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 641, PAGE 1051, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE DEPARTING SAID RIGHT OF WAY AND ALONG THE EAST LINE OF SAID LANDS S05°08'56"E A DISTANCE OF 899.94 FEET TO THE SOUTHEAST CORNER OF SAID LANDS; THENCE S84°57'19"W ALONG THE SOUTH LINE OF SAID LANDS A DISTANCE OF 479.57 FEET TO THE NORTHEAST CORNER OF LOT 4, CITATION COMMERCE PARK, AS RECORDED IN MAP BOOK 35, PAGES 61 AND 62, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE DEPARTING SAID LANDS AND ALONG THE EAST LINE OF SAID LOT 4, S05°07'00"E A DISTANCE OF 293.52 FEET TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1152.42 FEET, A CENTRAL ANGLE OF 13°40'32", BEING SUBTENDED BY A CHORD BEARING OF S54°26'58"E AND A CHORD DISTANCE OF 274.41 FEET; THENCE DEPARTING SAID EAST LINE AND SOUTHEASTERLY ALONG SAID CURVE TO THE RIGHT FOR AN ARC LENGTH OF 275.07 FEET; THENCE ON A NON TANGENT LINE S39°55'37"E A DISTANCE OF 604.62 FEET; THENCE S43°17'34"E A DISTANCE OF 148.95 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 190.00 FEET, A CENTRAL ANGLE OF 48°20'38", BEING SUBTENDED BY A CHORD BEARING OF S19°07'15"E AND A CHORD DISTANCE OF 155.60 FEET; THENCE THENCE SOUTHERLY ALONG SAID CURVE TO THE RIGHT FOR AN ARC LENGTH OF 160.31 FEET TO THE POINT OF TANGENCY THEREOF; THENCE S05°03'04"W A DISTANCE OF 161.23 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO EASTERLY, HAVING A RADIUS OF 550.00 FEET, A CENTRAL ANGLE OF 04°33'57", BEING SUBTENDED WITH A CHORD BEARING OF S02°46'06"W AND A CHORD DISTANCE OF 43.82 FEET TO THE POINT OF TANGENCY THEREOF; THENCE S00°29'07"W FOR A DISTANCE OF 127.41 FEET THENCE N86°36'10"E ALONG A NORTHERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1887, PAGE 1476, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, A DISTANCE OF 1263.11 FEET; THENCE N75°00'26"E CONTINUING ALONG SAID NORTHERLY LINE A DISTANCE OF 1393.40 FEET TO A POINT ON A WESTERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2370, PAGE 523, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE EASTERLY ALONG THE PROLONGATION OF THE PREVIOUSLY DESCRIBED NORTHERLY LINE, N75°00'26"E A DISTANCE OF 1015.01 FEET TO A POINT ON THE WESTERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2370, PAGE 523, AFORESAID; THENCE ALONG THE SAID WESTERLY LINES THE FOLLOWING CALLS AND DISTANCES, N19°01'56"W A DISTANCE OF 278.67 FEET; THENCE N42°18'09"W A DISTANCE OF 401.72 FEET; THENCE N30°24'29"W A DISTANCE OF 50.00 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 375.00 FEET, A CENTRAL ANGLE OF 24°29'34", BEING SUBTENDED BY A CHORD BEARING OF S71°50'18"W AND A CHORD DISTANCE OF 159.09 FEET; THENCE WESTERLY ALONG SAID CURVE TO THE RIGHT FOR AN ARC LENGTH OF 160.30 FEET; THENCE N36°13'54"W A DISTANCE OF 403.20 FEET; THENCE N14°49'44"E A DISTANCE OF 234.68 FEET; THENCE N38°16'50"W A DISTANCE OF 2229.65 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 253, PAGE 25, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

PART OF GOVERNMENT SECTIONS 29, 30, 31 AND 32, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 32, THENCE S00°45'50"W ALONG THE WEST LINE OF SAID SECTION 32 A DISTANCE OF 1224.55 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY OF SEMINOLE WOODS BOULEVARD, AN 80 FOOT RIGHT OF WAY; THENCE N54°30'21"E ALONG SAID RIGHT OF WAY A DISTANCE OF 51.61 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID RIGHT OF WAY N35°28'37"W A DISTANCE OF 135.83 FEET; THENCE N01°32'11"W A DISTANCE OF 552.39 FEET; THENCE N19°37'47"W A DISTANCE OF 412.10 FEET; THENCE N32°40'10"W A DISTANCE OF 110.81 FEET; THENCE N17°11'33"W A DISTANCE OF 238.96 FEET; THENCE N72°48'27"E A DISTANCE OF 330.00 FEET; THENCE N17°11'33"W A DISTANCE OF 200.00 FEET; THENCE S72°48'27"W A DISTANCE OF 300.00 FEET; THENCE N17°11'33"W A DISTANCE OF 288.37 FEET; THENCE N30°45'57"E A DISTANCE OF 156.00 FEET; THENCE N50°34'11"E A DISTANCE OF 436.26 FEET; THENCE N16°53'57"W A DISTANCE OF 207.43 FEET; THENCE N26°57'36"W A DISTANCE OF 468.07 FEET; THENCE N15°17'20"W A DISTANCE OF 724.55 FEET; THENCE N39°35'09"W A DISTANCE 330.89 FEET; THENCE N72°21'03"W A DISTANCE OF 239.12 FEET; THENCE S61°42'28"W A DISTANCE OF 125.39 FEET; THENCE S53°56'04"W A DISTANCE OF 276.63 FEET; THENCE S19°31'27"E A DISTANCE OF 88.08 FEET; THENCE S70°28'33"W A DISTANCE OF 180.00 FEET; THENCE S46°09'36"W A DISTANCE OF 385.77 FEET; THENCE S17°31'40"W A DISTANCE OF 703.87 FEET; THENCE S61°15'44"W A DISTANCE OF 120.13 FEET; THENCE N39°04'45"W A DISTANCE OF 403.19 FEET; THENCE S48°32'16"W A DISTANCE OF 160.92 FEET; THENCE S36°12'37"E A DISTANCE OF 83.08 FEET; THENCE S48°32'16"W A DISTANCE OF 585.38 FEET; THENCE N39°04'45"W A DISTANCE OF 403.19 FEET; THENCE N48°32'16"E A DISTANCE OF 220.30 FEET; THENCE N48°32'16"E A DISTANCE OF 305.17 FEET; THENCE N46°05'07"W A DISTANCE OF 306.30 FEET; THENCE N27°11'14"W A DISTANCE OF 218.38 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 365.00 FEET, A CENTRAL ANGLE OF 76°08'51", BEING SUBTENDED WITH A CHORD BEARING OF N10°53'12"E AND A CHORD DISTANCE OF 450.17 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE TO THE RIGHT FOR AN ARC LENGTH OF 485.09 FEET TO THE POINT OF TANGENCY THEREOF; THENCE N46°57'38"E A DISTANCE OF 16.82 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 365.00 FEET, A CENTRAL ANGLE OF S6°24'16", BEING SUBTENDED WITH A CHORD BEARING OF N77°09'46"E AND A CHORD DISTANCE OF 344.99 FEET; THENCE EASTERLY ALONG SAID CURVE TO THE RIGHT FOR AN ARC LENGTH OF 359.32 FEET TO THE POINT OF TANGENCY THEREOF; THENCE S74°38'06"E A DISTANCE OF 277.50 FEET; THENCE N84°52'56"E A DISTANCE OF 34.99 FEET TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 195.00 FEET, A CENTRAL ANGLE OF 88°48'36", BEING SUBTENDED WITH A CHORD BEARING OF S71°11'44"E AND A CHORD DISTANCE OF 272.89 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE RIGHT FOR AN ARC LENGTH OF 302.26 FEET; THENCE S47°50'43"E A DISTANCE OF 107.68 FEET; THENCE N70°28'26"E A DISTANCE OF 177.55 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 95.00 FEET, A CENTRAL ANGLE OF 16°32'15", BEING SUBTENDED WITH A CHORD BEARING OF N62°12'19"E AND A CHORD DISTANCE OF 27.33 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE TO THE LEFT FOR AN ARC LENGTH OF 27.42 FEET TO THE POINT OF TANGENCY THEREOF; THENCE N53°56'11"E A DISTANCE OF 204.73 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1055.00 FEET, A CENTRAL ANGLE OF 15°30'57", BEING SUBTENDED WITH A CHORD BEARING OF N61°41'40"E AND A CHORD DISTANCE OF 284.82 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE TO THE RIGHT FOR AN ARC LENGTH OF 285.70 FEET TO THE POINT OF TANGENCY THEREOF; THENCE N69°27'08"E A DISTANCE OF 29.52 FEET TO A POINT ON A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 945.00 FEET, A CENTRAL ANGLE OF 12°22'57", BEING SUBTENDED WITH A CHORD BEARING OF N11°01'12"W AND A CHORD DISTANCE OF 203.83 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 545.00 FEET, A CENTRAL ANGLE OF 08°09'57", BEING SUBTENDED WITH A CHORD BEARING OF N00°44'46"W AND A CHORD DISTANCE OF 77.61 FEET; THENCE NORTHERLY ALONG SAID CURVE TO THE RIGHT AN ARC LENGTH OF 77.67 FEET TO THE POINT OF TANGENCY; THENCE N03°20'13"E, A DISTANCE OF 504.26 FEET; THENCE N86°33'58"E, A DISTANCE OF 1262.17 FEET; THENCE N74°58'14"E, A DISTANCE OF 1393.40 FEET; THENCE S08°33'17"E, A DISTANCE OF 1204.63 FEET; THENCE S21°31'33"E, A DISTANCE OF 231.71 FEET; THENCE S19°36'50"W, A DISTANCE OF 119.80 FEET; THENCE S23°03'10"E, A DISTANCE OF 266.90 FEET; THENCE N61°27'01"E, A DISTANCE OF 72.25 FEET; THENCE S21°32'33"E, A DISTANCE OF 25.00 FEET; THENCE S24°44'50"E, A DISTANCE OF 109.86 FEET; THENCE S02°50'42"E, A DISTANCE OF 443.43 FEET; THENCE S38°46'38"E, A DISTANCE OF 155.36 FEET; THENCE S05°31'05"E, A DISTANCE OF 521.33 FEET; THENCE N73°59'21"E, A DISTANCE OF 259.08 FEET; THENCE N30°18'50"E, A DISTANCE OF 338.21 FEET; THENCE N56°02'15"E, A DISTANCE OF 256.60 FEET; THENCE N17°18'02"W, A DISTANCE OF 245.64 FEET; THENCE N87°58'47", A DISTANCE OF 188.15 FEET; THENCE N43°23'44"W, A DISTANCE OF 70.31 FEET; THENCE N15°25'25"E, A DISTANCE OF 131.43 FEET; THENCE N08°57'10"W, A DISTANCE OF 221.74 FEET; THENCE N87°20'40"E, A DISTANCE OF 215.08 FEET; THENCE S61°08'13"E, A DISTANCE OF 365.39 FEET; THENCE N12°27'20"W, A DISTANCE OF 282.17 FEET; THENCE N22°28'43"E, A DISTANCE OF 424.41 FEET; THENCE N28°35'48"W, A DISTANCE OF 795.82 FEET; THENCE S54°59'59"W, A DISTANCE OF 426.05 FEET; THENCE S17°21'11"E, A DISTANCE OF 363.39 FEET; THENCE S27°42'03"E, A DISTANCE OF 252.43 FEET; THENCE S43°50'42"E, A DISTANCE OF 194.13 FEET; THENCE S03°24'22"W, A DISTANCE OF 68.13 FEET; THENCE S89°33'00"W, A DISTANCE OF 376.08 FEET; THENCE N40°54'31"W, A DISTANCE OF 373.09 FEET; THENCE N07°01'37"W, A DISTANCE OF 373.59 FEET; THENCE N27°35'02"E, A DISTANCE OF 477.92 FEET; THENCE N83°09'02"W, A DISTANCE OF 296.11 FEET; THENCE N39°33'00"W, A DISTANCE OF 205.29 FEET; THENCE N16°56'05"E, A DISTANCE OF 497.13 FEET; THENCE N75°00'26"E, A DISTANCE OF 543.88 FEET; THENCE S24°13'34"E, A DISTANCE OF 1829.93 FEET; THENCE S03°31'05"E, A DISTANCE OF 1951.81 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE AFORESAID SEMINOLE WOODS BOULEVARD; THENCE S64°15'15"W ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 771.72 FEET; THENCE N06°32'52"W LEAVING SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 503.88 FEET; THENCE N74°26'31"W, A DISTANCE OF 350.75 FEET; THENCE S89°59'26"W, A DISTANCE OF 1033.69 FEET; THENCE S00°00'34"E, A DISTANCE OF 1283.56 FEET TO A POINT ON THE AFORESAID NORTHWESTERLY RIGHT-OF-WAY LINE OF SEMINOLE WOODS BOULEVARD; THENCE S64°15'15"W ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 548.03 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2000.00 FEET, A CENTRAL ANGLE OF 09°44'54", BEING SUBTENDED WITH A CHORD BEARING OF S59°22'48"W AND A CHORD DISTANCE OF 339.87 FEET; THENCE SOUTHWESTERLY CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 340.28 TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S54°30'21"W CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 863.21 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 14,410,152 SQUARE FEET AND/OR 330.81 ACRES MORE OR LESS

PART OF SECTIONS 19, 20, 29 AND 30, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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ENGLAND - THIMS & MILLER, INC.

14775 Old St. Augustine Road, Jacksonville, FL 32258

TEL: (904) 642-8990, FAX: (904) 646-9485

CA - 00002584 LC - 0000316

DISTRICT LEGAL DESCRIPTION LANDINGS COMMUNITY DEVELOPMENT DISTRICT CITY OF PALM COAST, FLORIDA	ETM NO. 20-338-01
	DRAWN BY: CJG
	DATE: 9/21/2023
	PLATE NO. 3A

T:\2020\20-338-03_CDD\LandDev\Design\Plots\Exhibits\Southwest Assessment Tract\MASTER PLAN_SW.dwg, 1/29/2024 3:11:45 PM, WelchD, 11

MAP OF BOUNDARY SURVEY OF

DESCRIPTION

PART OF SECTIONS 29, 30, 31 AND 32, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE SOUTHWEST CORNER OF RESERVED PARCEL A1, LAGUNA FOREST, SECTION 64, SEMINOLE WOODS, AS RECORDED IN MAP BOOK 18, PAGES 36 THROUGH 43, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, SAID POINT ALSO BEING THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF CITATION BOULEVARD AND THE EAST RIGHT OF WAY LINE OF LAGUNA FOREST TRAIL, THENCE S36°30'03"E ALONG THE SOUTHERLY EXTENSION OF THE SAID EAST RIGHT OF WAY LINE AND THE WEST LINE OF SAID RESERVED PARCEL A1 A DISTANCE OF 80.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF CITATION BOULEVARD AFORESAID; THENCE S53°29'57"W ALONG SAID SOUTH RIGHT OF WAY A DISTANCE OF 28.73 FEET TO THE NORTHWEST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2370, PAGE 523, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE S38°16'50"E CONTINUING ALONG THE WESTERLY PROPERTY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2370, PAGE 523, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, A DISTANCE OF 2229.65 FEET; THENCE S14°49'44"W, A DISTANCE OF 234.68'; THENCE S36°13'54"E A DISTANCE OF 403.20', TO A POINT ON A NON TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 375.00 FEET, A CENTRAL ANGLE OF 24°29'34", BEING SUBTENDED BY A CHORD BEARING OF N71°50'18"E AND A CHORD DISTANCE OF 159.09 FEET; THENCE S30°24'29"E A DISTANCE OF 50.00 FEET, THENCE S42°18'09"E A DISTANCE OF 401.72 FEET, N19°01'56"W A DISTANCE OF 278.67 FEET; THENCE LEAVING THE SAID WESTERLY LINE AND ALONG THE SOUTHERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2370, PAGE 523, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE S75°00'26"W, A DISTANCE OF 1750.12' TO THE POINT OF BEGINNING,

THENCE, S37°31'08"E A DISTANCE OF 305.68 FEET, THENCE S29°41'56"E A DISTANCE OF 992.84 FEET, THENCE S56°5'17"W A DISTANCE OF 747.71 FEET, THENCE S04°26'11"E A DISTANCE OF 981.36 FEET THENCE S47°18'59"E A DISTANCE OF 280.03 FEET, THENCE SOUTH A DISTANCE OF 783.09 FEET, THENCE S58°20'26"W A DISTANCE OF 341.06 FEET, THENCE S37°50'12"E A DISTANCE OF 669.89 FEET, THENCE S64°15'15"W A DISTANCE OF 548.03 FEET, THENCE TO A POINT ON A NON TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2018.38 FEET, A CENTRAL ANGLE OF 10°21'26", BEING SUBTENDED BY A CHORD BEARING OF S59d%%03'06"W AND A CHORD DISTANCE OF 364.37 FEET, THENCE N35°15'55"W A DISTANCE OF 50.79 FEET THENCE TO A POINT ON A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 450.00 FEET, A CENTRAL ANGLE OF 26°03'21", BEING SUBTENDED BY A CHORD BEARING OF N22°14'14"W AND A CHORD DISTANCE OF 202.88 FEET, THENCE N9°12'34"W A DISTANCE OF 145.96 FEET, THENCE N09°32'00"E A DISTANCE OF 74.06 FEET, THENCE S80°54'56"W A DISTANCE OF 118.80 FEET, THENCE N9°12'34"W A DISTANCE OF 75.57 FEET, THENCE TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 355.00 FEET, A CENTRAL ANGLE OF 32°55'59", BEING SUBTENDED BY A CHORD BEARING OF S25°40'33"E AND A CHORD DISTANCE OF 201.25 FEET, THENCE N42°08'32"W A DISTANCE OF 198.02 FEET THENCE N42°40'44"W A DISTANCE OF 147.06 FEET, THENCE N39°55'26"W A DISTANCE OF 35.58 FEET, THENCE N42°08'32"W A DISTANCE OF 15.41 FEET, THENCE N40°55'16"W A DISTANCE OF 18.97 FEET, THENCE N37°51'08"W A DISTANCE OF 28.69 FEET THENCE S72°48'27"W A DISTANCE OF 105.21 FEET, THENCE N17°11'33"W A DISTANCE OF 200.00 FEET, THENCE S72°48'27"W A DISTANCE OF 300.00 FEET, THENCE N17°11'33"W A DISTANCE OF 288.37 FEET, THENCE N30°45'57"E A DISTANCE OF 156.00 FEET, THENCE N50d34'11"E A DISTANCE OF 436.26 FEET, THENCE N16°53'57"W A DISTANCE OF 207.43 FEET, THENCE N26°57'36"W A DISTANCE OF 468.07 FEET, THENCE N15°17'20"W A DISTANCE OF 724.55 FEET, THENCE N39°35'09"W A DISTANCE OF 330.89 FEET, THENCE N72°21'03"W A DISTANCE OF 239.12 FEET, THENCE S61°42'28"W A DISTANCE OF 125.39 FEET, THENCE S53°56'04"W A DISTANCE OF 276.63 FEET, THENCE S19°31'27"E A DISTANCE OF 88.08 FEET, THENCE S70°28'33"W A DISTANCE OF 180.00 FEET, THENCE S46°09'36"W A DISTANCE OF 385.77 FEET, THENCE S17°31'40"W A DISTANCE OF 703.87 FEET, THENCE S61°15'44"W A DISTANCE OF 120.13 FEET, THENCE N39°04'45"W A DISTANCE OF 403.19 FEET, THENCE S48°32'16"W A DISTANCE OF 160.92 FEET, THENCE S36d12'37"E A DISTANCE OF 83.08 FEET, THENCE S48°32'16"W A DISTANCE OF 585.38 FEET, THENCE N39°4'45"W A DISTANCE OF 403.19 FEET, THENCE N48°32'16"E A DISTANCE OF 585.38 FEET, THENCE S39°04'45"E A DISTANCE OF 220.30 FEET, THENCE N48°32'16"E A DISTANCE OF 305.17 FEET, THENCE N46°05'07"W A DISTANCE OF 306.30 FEET, THENCE N27°11'14"W A DISTANCE OF 218.38 FEET, THENCE TO A POINT ON A CURVE, HAVING A RADIUS OF 365.00 FEET, A CENTRAL ANGLE OF 76°08'51", BEING SUBTENDED BY A CHORD BEARING OF N10°53'12"E AND A CHORD DISTANCE OF 450.17 FEET, THENCE N48°57'38"E A DISTANCE OF 16.82 FEET, THENCE TO A POINT ON A CURVE, HAVING A RADIUS OF 365.00 FEET, A CENTRAL ANGLE OF 56°24'16", BEING SUBTENDED BY A CHORD BEARING OF N77°09'46"E AND A CHORD DISTANCE OF 344.99 FEET, THENCE S74°38'06"E A DISTANCE OF 277.50 FEET, THENCE N84°52'56"E A DISTANCE OF 34.99 FEET, THENCE TO A POINT ON A CURVE, HAVING A RADIUS OF 195.00 FEET, A CENTRAL ANGLE OF 88°48'36", BEING SUBTENDED BY A CHORD BEARING OF S71°11'44"E AND A CHORD DISTANCE OF 272.89 FEET, THENCE S47°50'43"E A DISTANCE OF 107.68 FEET, THENCE N70°28'26"E A DISTANCE OF 177.55 FEET, THENCE N53°56'11"E A DISTANCE OF 204.73 FEET, THENCE TO A POINT ON A CURVE, HAVING A RADIUS OF 1055.00 FEET, A CENTRAL ANGLE OF 15°30'57", BEING SUBTENDED BY A CHORD BEARING OF N61°41'40"E AND A CHORD DISTANCE OF 284.82 FEET, THENCE N69°27'8"E A DISTANCE OF 277.50 FEET, THENCE TO A POINT ON A CURVE, HAVING A RADIUS OF 945.00 FEET, A CENTRAL ANGLE OF 12°22'57", BEING SUBTENDED BY A CHORD BEARING OF N11°1'12"W AND A CHORD DISTANCE OF 203.83 FEET, THENCE TO A POINT ON A CURVE, HAVING A RADIUS OF 545.00 FEET, A CENTRAL ANGLE OF 08°09'57", BEING SUBTENDED BY A CHORD BEARING OF N0°44'45"W AND A CHORD DISTANCE OF 77.61 FEET, THENCE S3°20'13"W A DISTANCE OF 504.26 FEET THENCE N86°33'58"E A DISTANCE OF 1262.17 FEET, THENCE N75°00'21"E A DISTANCE OF 658.28 FEET TO THE POINT OF BEGINNING.



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SOUTHWEST TRACT LEGAL DESCRIPTION

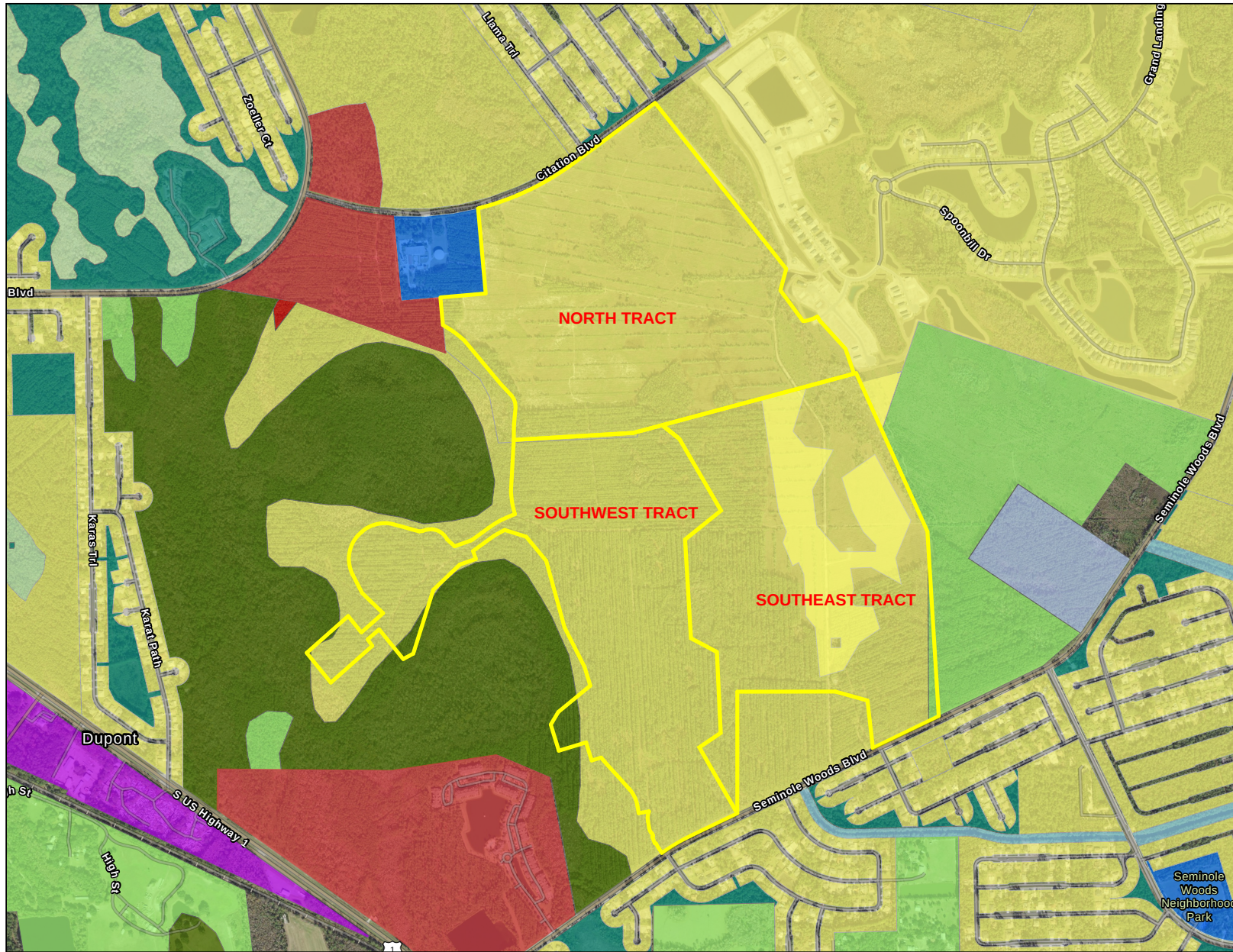
LANDINGS CDD - SOUTHWEST TRACT
CITY OF PALM COAST, FLORIDA

ETM NO. 20-338-01

DRAWN BY: CJG

DATE: 1/29/24

PLATE NO. 3B

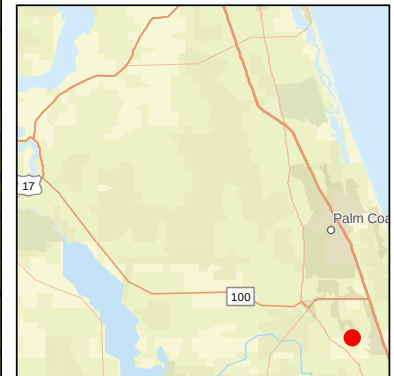
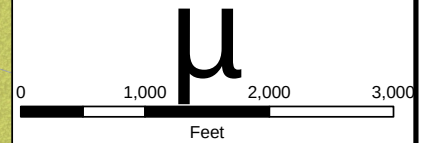


LANDINGS COMMUNITY DEVELOPMENT DISTRICT

Future Land Use

PLATE 4

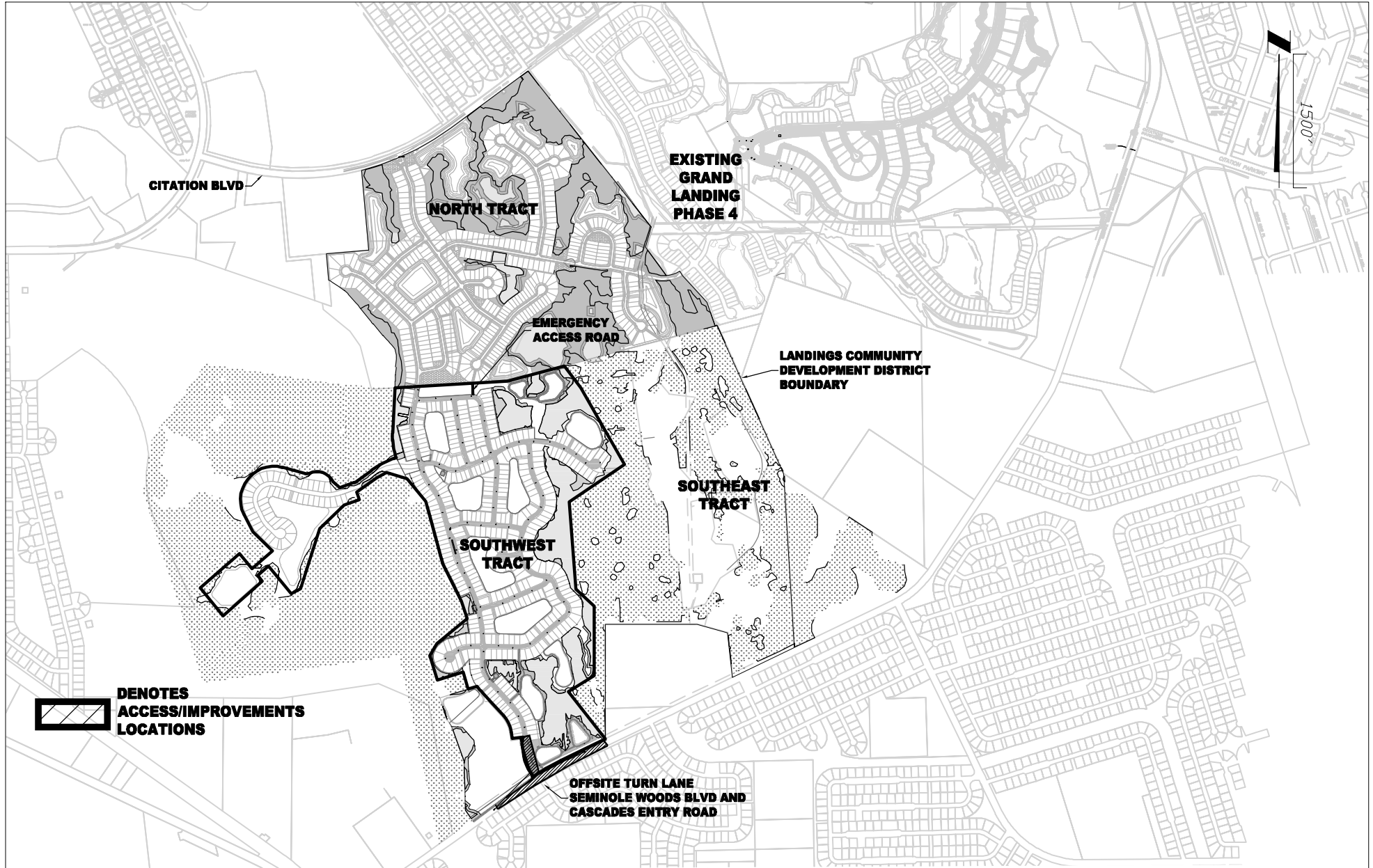
- Subject Property
- Canals
- Conservation
- Greenbelt
- Institutional
- Mixed Use
- Residential
- AGRICULTURE & TIMBERLANDS
- COMMERCIAL: HIGH INTENSITY
- CONSERVATION
- EDUCATIONAL USES
- INDUSTRIAL
- RESIDENTIAL: LOW DENSITY / RURAL ESTATE
- Subject Property



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**OFFSITE TURN LANES, ONSITE COLLECTOR
ROADWAY, AND EMERGENCY ACCESS ROADS**

LANDINGS CDD - SOUTHWEST TRACT

CITY OF PALM COAST, FLORIDA

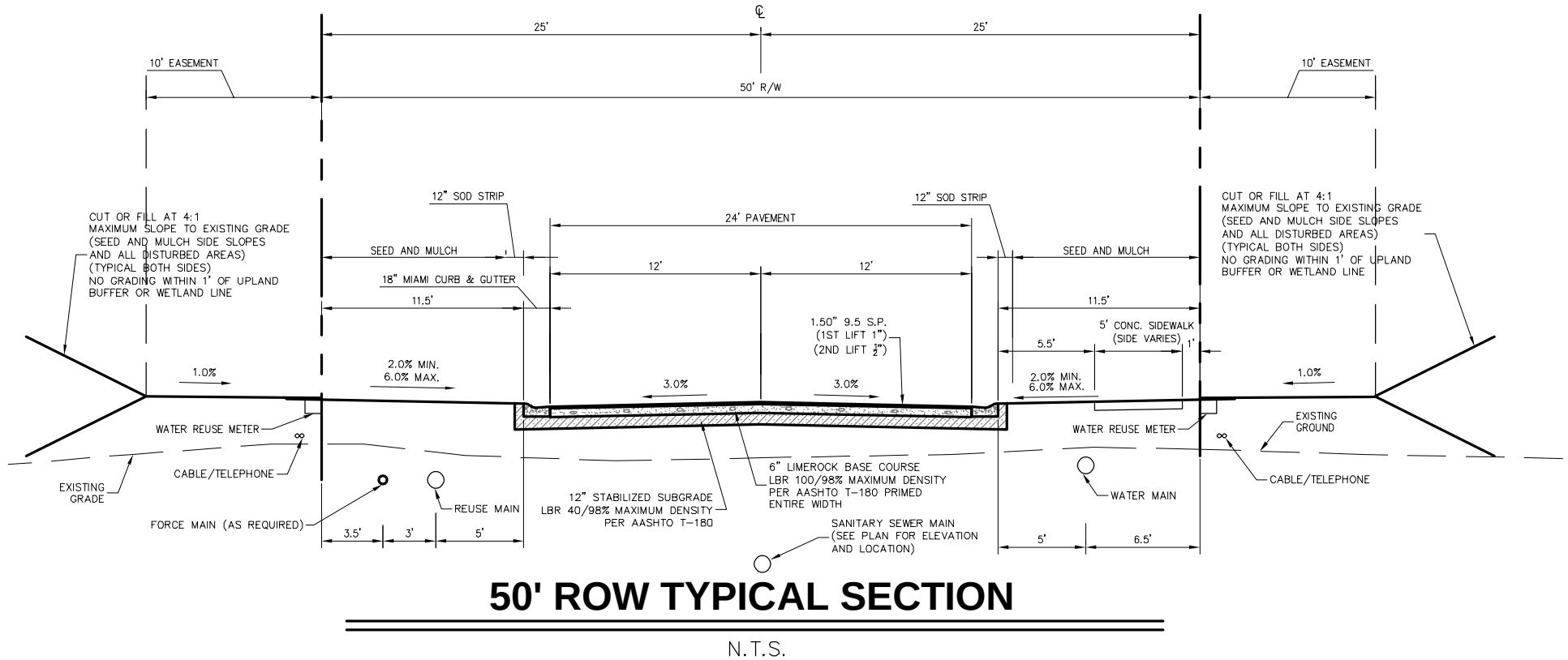
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PLATE NO. 5

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TYPICAL ROADWAY CROSS SECTION

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CITY OF PALM COAST, FLORIDA

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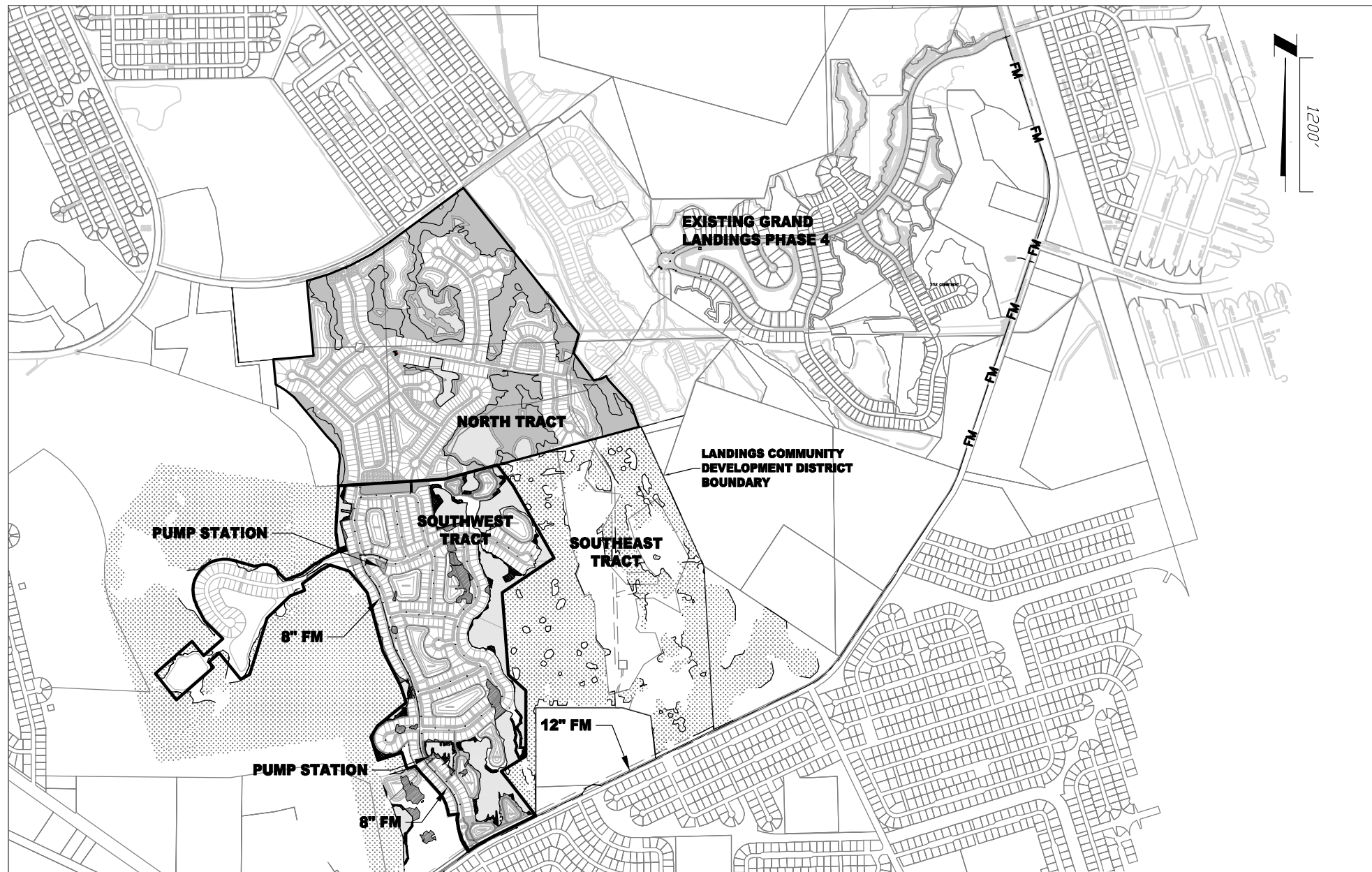
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PLATE NO. 6

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MASTER UTILITY IMPROVEMENTS

LANDINGS CDD - SOUTHWEST TRACT

CITY OF PALM COAST, FLORIDA

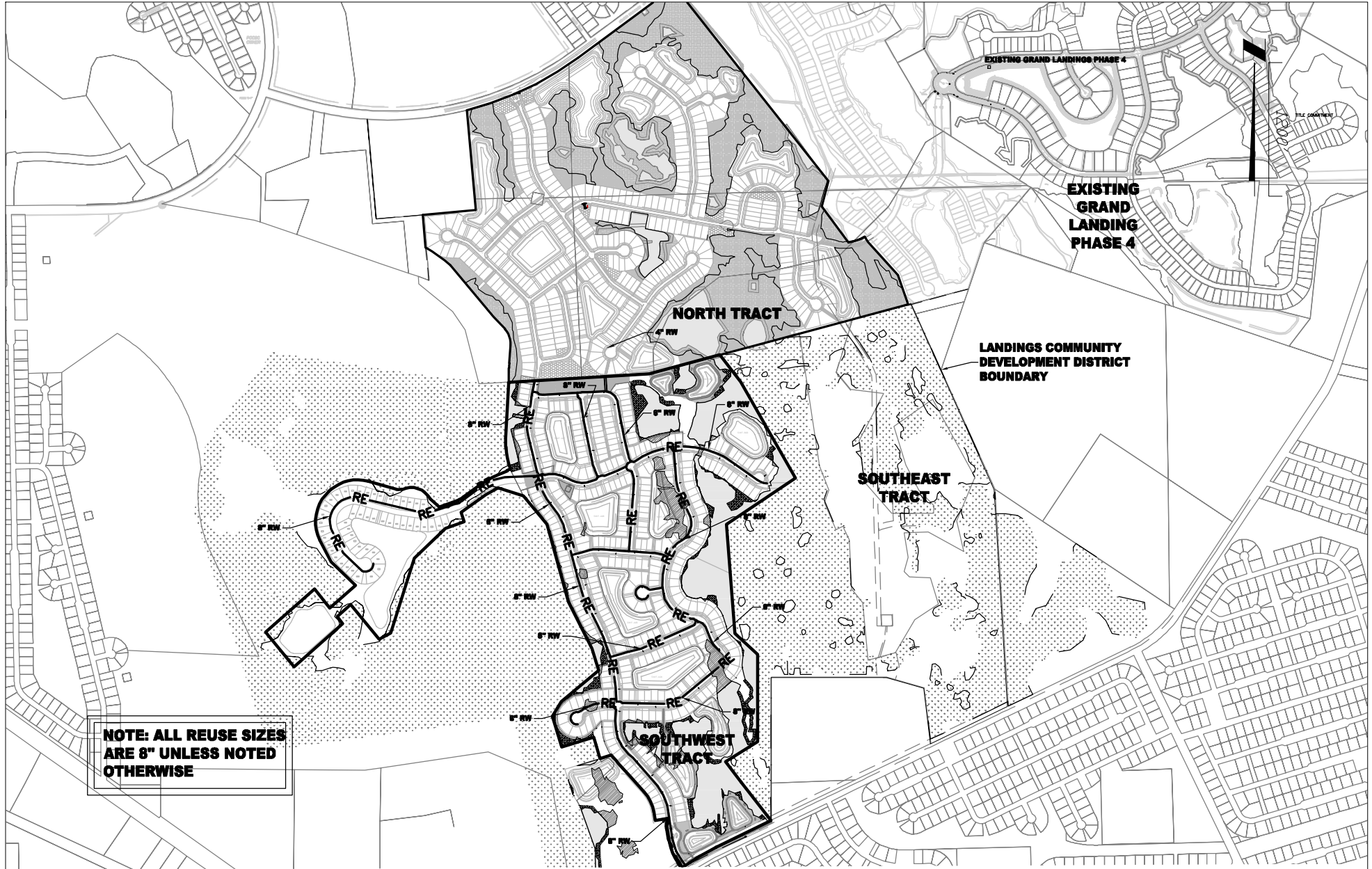
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PLATE NO. 7

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RECLAIMED WATER DISTRIBUTION SYSTEM

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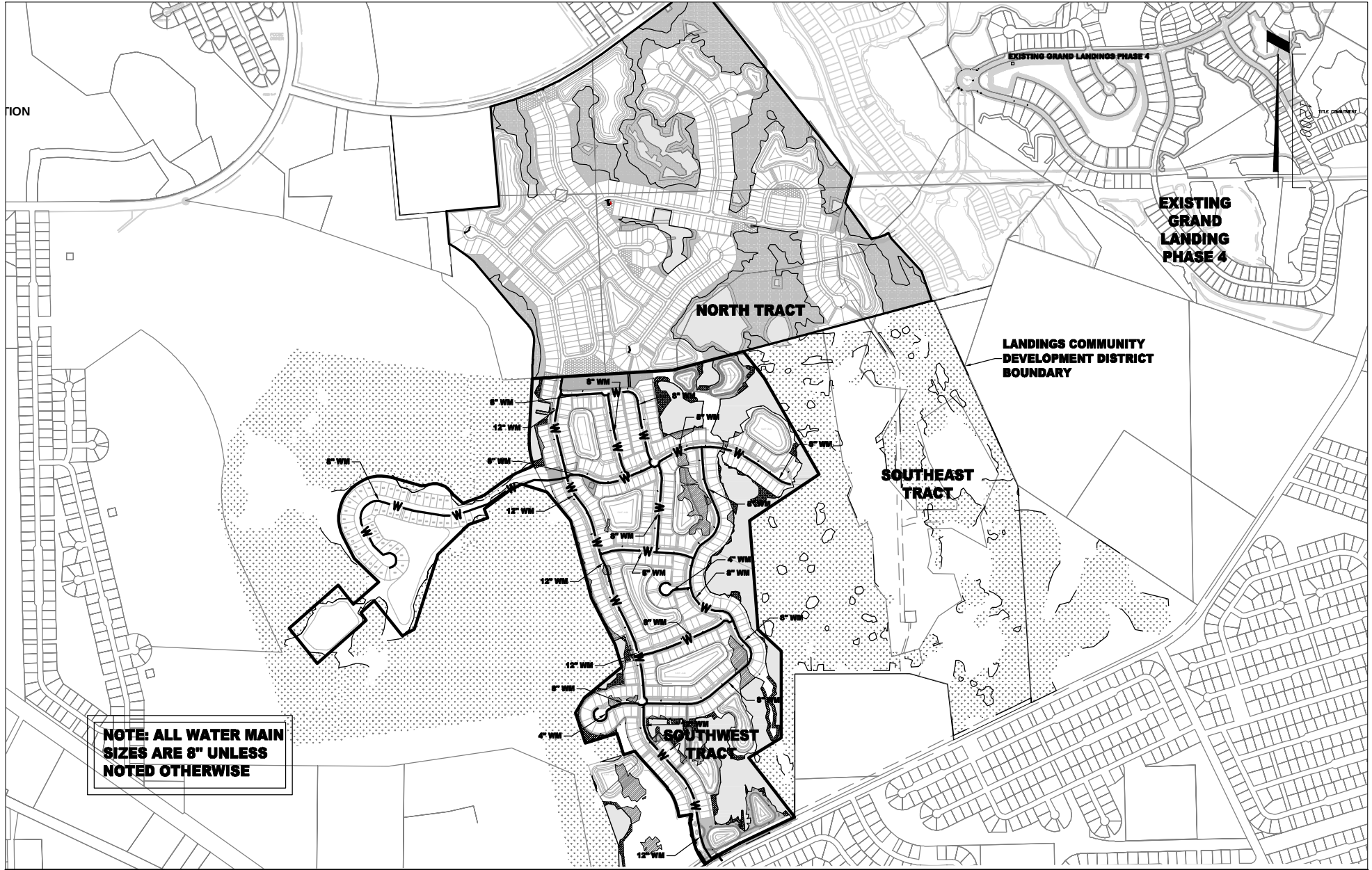
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PLATE NO. 8

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WATER DISTRIBUTION SYSTEM

LANDINGS CDD - SOUTHWEST TRACT
CITY OF PALM COAST, FLORIDA

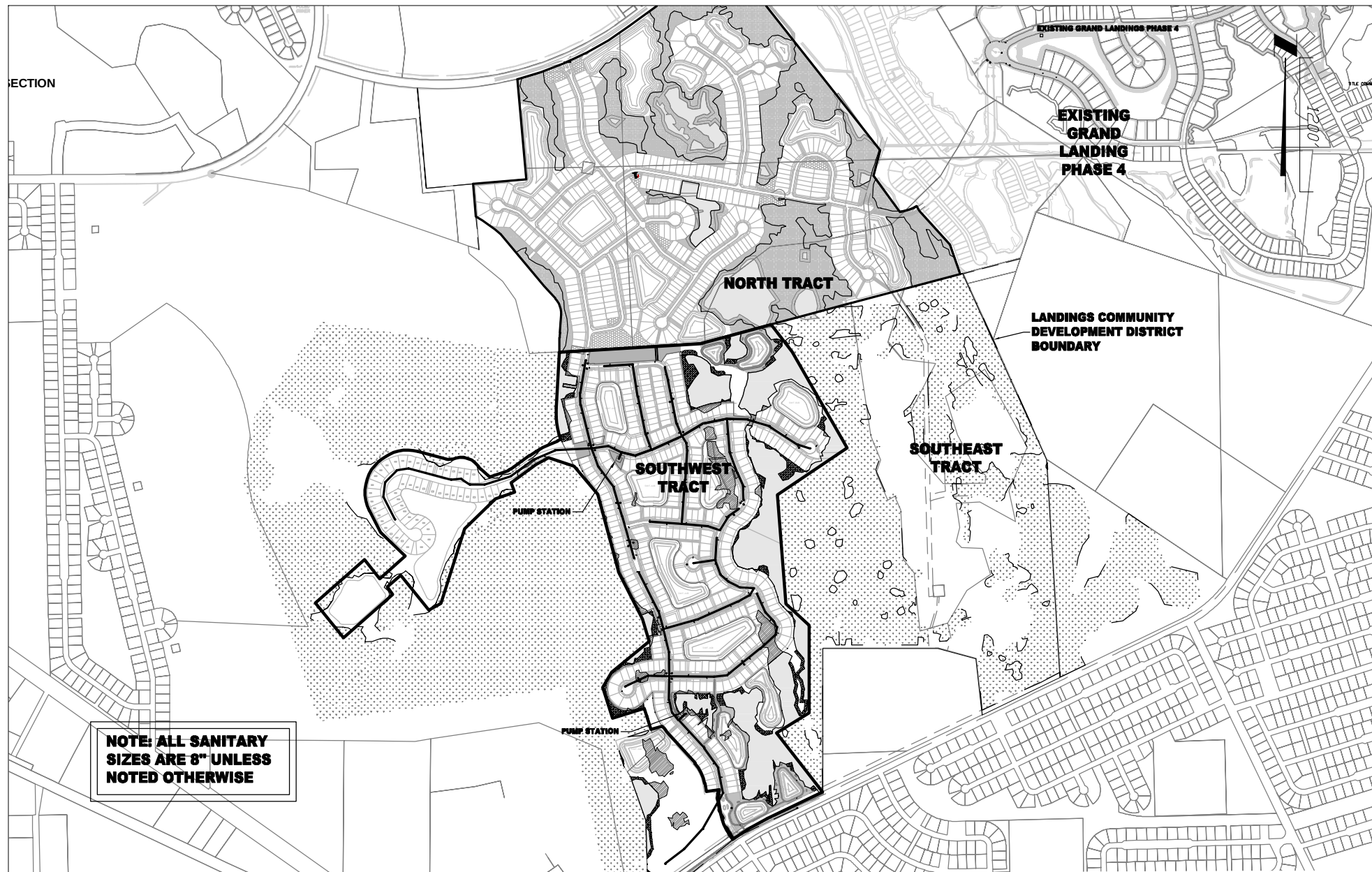
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PLATE NO. 9

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SANITARY SEWER COLLECTION SYSTEM

LANDINGS CDD - SOUTHWEST TRACT
CITY OF PALM COAST, FLORIDA

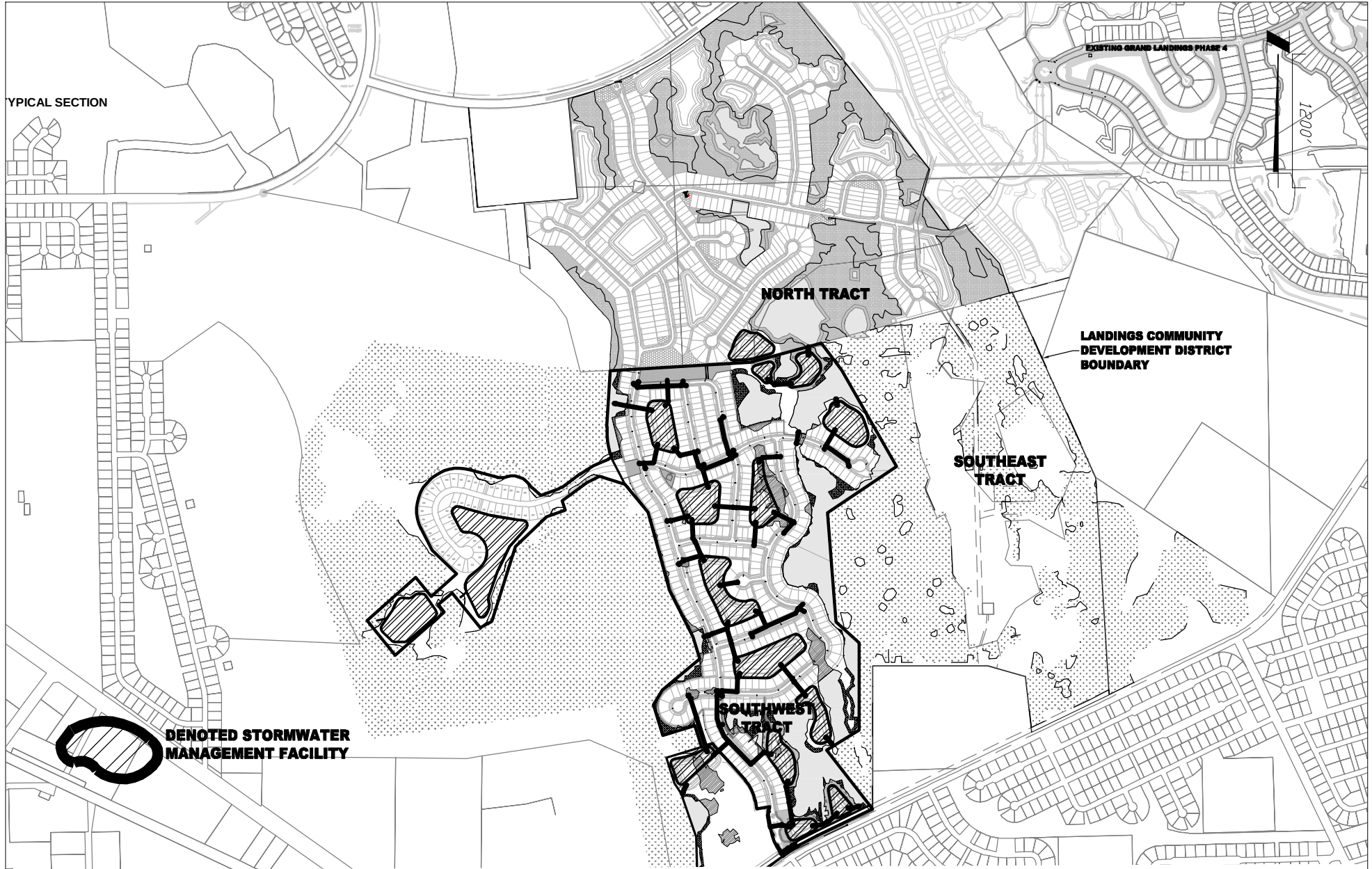
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PLATE NO. 10

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STORMWATER MANAGEMENT SYSTEM

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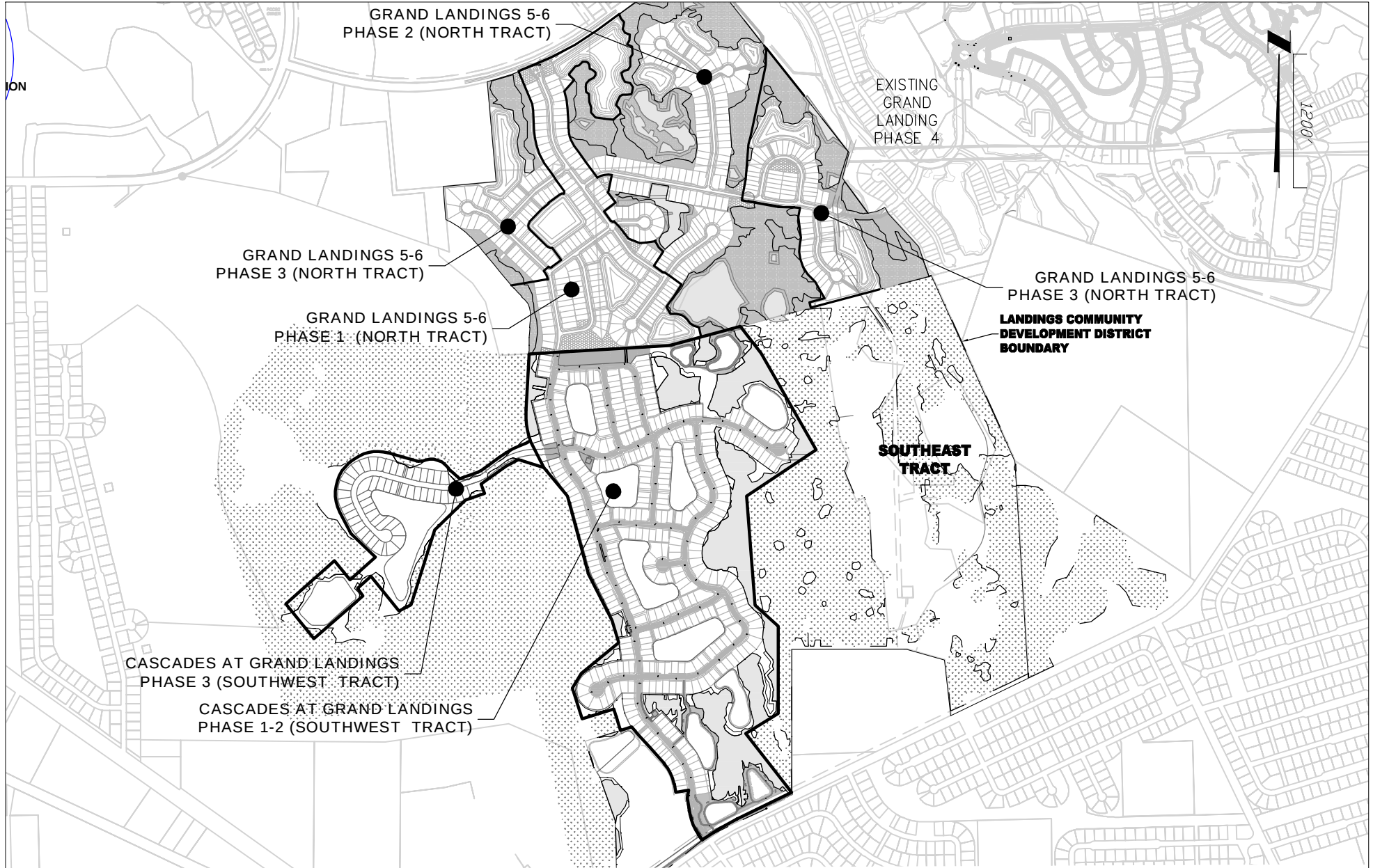
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PLATE NO. 11

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MASTER PLAN

LANDINGS CDD - SOUTHWEST TRACT
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PLATE NO. 12

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