

1
2 **WHEREAS**, the proposed DRI requires an amendment to the City's Comprehensive
3 Plan to change the Future Land Use Map (the "Comprehensive Plan Amendment"), which has
4 been reviewed and adopted simultaneously with this Development Order pursuant to Section
5 380.06(6), and Chapter 163, Part II, Florida Statutes; and

6
7 **WHEREAS**, the Developer proposes to satisfy transportation concurrency
8 requirements by "pipelining" pursuant to Section 163.3180(12), Florida Statutes, by providing
9 one or more mobility improvements that will benefit a regionally significant transportation
10 facility; and

11
12 **WHEREAS**, the Developer proposes to satisfy school concurrency requirements
13 pursuant to Section 163.3180(13), Florida Statutes, by entering into the City of Palm Coast
14 Public School Concurrency Proportionate Share Mitigation Development Agreement (the
15 "Proportionate Share Agreement") between the Owner, the City and the School District of
16 Flagler County, Florida, a body corporate and political subdivision of the State of Florida (the
17 "School District") acting through its School Board (the "School Board") which has been
18 approved by the City of Palm Coast City Council (the "City Council") and the School Board;
19 and

20
21 **WHEREAS**, the ADA was reviewed by the NEFRC as required by Section 380.06,
22 Florida Statutes, and the NEFRC recommended that the ADA be approved, with conditions as
23 set forth in the Regional Assessment Report and Recommendations; and

24
25 **WHEREAS**, the City Council has considered the Regional Assessment Report and
26 Recommendations of the NEFRC adopted on September 9, 2010, the recommendations of the
27 City staff, and the documents and comments upon the record made before the City Council; and

28
29 **WHEREAS**, for purposes of this Development Order the term Developer shall include
30 any and all of its successors and assigns; and

1 **WHEREAS**, the Planning and Land Development Regulation Board, sitting as the land
2 planning agency at meetings on August 18, 2010 and September 15, 2010 and the City Council
3 at duly noticed meetings on September 21, 2010 and October 5, 2010, held public hearings on
4 the ADA and the Comprehensive Plan Amendment as required by Section 380.06, Florida
5 Statutes, and afforded the public and all affected parties an opportunity to be heard and to
6 present evidence; and
7

8 **WHEREAS**, after such public hearing and in consideration of the recommendations
9 made and submitted to the City Council, the City Council has made certain findings and
10 determinations as more specifically set forth hereinafter.
11

12 **NOW**, therefore, be it ordered and resolved by the City Council, that based upon the
13 findings of fact and conclusions of law set forth below and subject to the following terms and
14 conditions set forth below, the City Council hereby approves the DRI, pursuant to the
15 provisions of Section 380.06, Florida Statutes, and other applicable state laws and the codes
16 and ordinances of the City.
17

18 Section 1. The City Council makes the following findings of facts and conclusions of law:
19 A. The Developer is the owner of the DRI Property and has the authority to
20 obtain this Development Order for the DRI Property in accordance with
21 Section 380.06, Florida Statutes.
22 B. The proposed DRI is not in an area designated as an Area of Critical
23 State Concern pursuant to the provisions of Section 380.05, Florida
24 Statutes.
25 C. The proposed DRI is consistent with the State Comprehensive Plan and
26 Chapter 9J-5, Florida Administrative Code.
27 D. The proposed DRI is consistent with the Strategic Regional Policy Plan
28 adopted by the NEFRC.

- 1 E. The proposed DRI is consistent with the City of Palm Coast
2 Comprehensive Plan, including the Northwest Corridor Overlay Area.
- 3 F. The proposed DRI is consistent with the City of Palm Coast Unified
4 Land Development Code.
- 5 G. The proposed DRI is consistent with the Regional Assessment Report
6 and Recommendations of the NEFRC adopted on September 9, 2010,
7 issued pursuant to Section 380.06, Florida Statutes.
- 8 H. The proposed DRI transportation mitigation conditions, as set forth in
9 this Development Order, satisfy the transportation concurrency
10 requirements of the City Comprehensive Plan, the City Concurrency
11 Management System, and Section 380.06, Florida Statutes, by meeting
12 the requirements of Section 163.3180(12), Florida Statutes.
- 13 1. This Development Order constitutes final DRI approval for the mixed-
14 use Neoga Lakes project as described in General Condition 2 and the
15 ADA, subject to the terms and conditions of this Development Order;
16 provided, however, that any and all development approvals not
17 specifically made or provided for herein are subject to development
18 review pursuant to the City Unified Land Development Code.

19
20 Section 2. The ADA and the Neoga Lakes Development of Regional Impact Development
21 Order were approved by the City Council in a public hearing on October 5, 2010, and shall
22 govern all development within the DRI in the City of Palm Coast exclusively.

23
24 Section 3. Notwithstanding adoption of this Development Order for the DRI Property, the
25 Developer may continue agricultural and/or silvicultural use of the DRI Property consistent
26 with the provisions of DRI Special Condition 17(k).

27
28 Section 4. Within ten (10) days of the adoption of this Development Order, the City shall
29 render a copy of this Development Order with all attachments, certified as complete and
30 accurate, by certified mail, return receipt requested, to the Florida Department of Community
31 Affairs, Bureau of Local Planning, the Northeast Florida Regional Council, and the Owner.

INDEX OF CONDITIONS

<u>General Conditions</u>	<u>Page</u>
1. Application For Development Approval	7
2. Land Use	7
3. Conversion of Uses	9
4. Phasing, Buildout and Expiration of DRI	9
5. Effective Date	11
6. Monitoring Official and Procedures	11
7. Downzoning Protection	11
8. Election Regarding Environmental Rules	12
9. Biennial Reporting	13
10. Notice of Adoption	17
11. Application for Proposed Changes	18
12. Status of Development Rights	18
13. Subsequent Requests for Development Permits	19
14. Limitation of Approval	20
15. Impact Fees	20
16. Level of Service Standards	21
<u>Special Conditions</u>	
17. Vegetation and Wildlife	22
18. Wetlands	30
19. Water Quality	32
20. Floodplains	33
21. Water Supply and Water Conservation	33
22. Wastewater Management	36
23. Stormwater Management	36
24. Solid Waste	38
25. Transportation	39
26. Air Quality	57
27. Workforce Housing	58
28. Civic Sites	59
29. Recreation and Open Space	61
30. Education	63
31. Community Development District	65
32. Historical and Archaeological Sites	66
33. Green Development Standards	67
34. Severability	69
35. Successor Agencies	69
36. Public Utilities	69
37. Firewise	69
38. Prescribed Burning	70
39. Deeds	70
40. Disclaimer	70
41. Incorporation of Recitals	70

EXHIBIT LIST

Exhibit A	-	DRI Property Legal Description
Exhibit 1	-	Map H, Master Development Plan
Exhibit 2	-	Employment Center Map
Exhibit 3	-	Land Use Conversion Matrix
Exhibit 4	-	Conserved Areas Map
Exhibit 5	-	Neoga Lakes Scrub Preserve Map
Exhibit 6	-	Wildlife Crossings within the Conservation Corridor Map
Exhibit 7	-	Wetlands Impact Map
Exhibit 8	-	Surface Water Quality Monitoring Plan
Exhibit 9	-	Water Conservation Plan
Exhibit 10	-	High Aquifer Recharge Area Map
Exhibit 11	-	Transportation Mitigation Exhibits
11-1		Proportionate Share Calculations
11-2		Transportation Improvements General Location Map
11-3		Transportation Improvements Typical Sections
11-4		Transportation Improvements Graphics
11-5		Trip Generation Chart
11-6		FDOT Transportation Agreement

GENERAL CONDITIONS

1. **Application for Development Approval.** The DRI shall be developed in accordance with the information, plans and commitments contained in (i) the Neoga Lakes Application for Development Approval dated July 27, 2009, as modified by the Application for Development Approval First Sufficiency Response dated October 30, 2009, and the Application for Development Approval Second Sufficiency Response dated February 19, 2010 (collectively the "ADA"); and (ii) the Neoga Lakes Master Development Plan, Map H, attached as **Exhibit 1**, all of which are incorporated by reference except to the extent of any conflict with the express terms and conditions of this Development Order, in which event the terms and conditions of this Development Order shall govern.

2. **Land Use.**

(a) The DRI may be developed with the following uses: (i) a Village Center which may contain up to 274,000 Commercial (Retail/Services) square feet, up to 475 Multi-Family Residential units, up to 75 Single-Family Residential units, up to 45,000 Office square feet and up to 150 Life Care units; (ii) a Neighborhood Retail area which may contain up to 80,000 Commercial square feet; (iii) an Employment Center which may contain up to 1,870,000 square feet consisting of approximately 70% Industrial uses and approximately 30% Office uses; (iv) up to an additional 6,300 Residential units (6,000 Single-Family units and 300 Multi-Family units) with the total number of Residential (Single-Family, Multi-Family and Life Care units) within the DRI proposed to be up to 7,000 units; (v) up to 222,000 square feet of Civic uses; (vi) an institutional use site (e.g. school site); and (vii) approximately 3,870 acres of lakes, borrow pits, recreation, open space, parks and conservation. Notwithstanding the mix of uses listed above, the ultimate mix of uses, including minimum standards for certain uses, within the DRI shall be pursuant to the Land Use Conversion Matrix attached as **Exhibit 3** and as described in General Condition 3 below.

(b) The Developer acknowledges the goals established in the DRI phasing plan provide at buildout an urban form consisting of a mix of residential and non-residential uses. These components of the proposed DRI development plan are important land use planning goals of the City and the region. Accordingly, the Developer agrees that the land uses identified on Map H (**Exhibit 1**) as Employment Center, Neighborhood Retail, Institutional or Civic shall not be reduced in acreage so as to allow for portions of such acreage to be developed for single family or multi-family residential uses. Further, the acreage amount of the land use identified on Map H (**Exhibit 1**) as Village Center shall not be reduced. In order to provide sites for job generating land uses within the Employment Center as a priority and early in the DRI development phasing, the Developer shall provide transportation access improvements and water, sewer and reclaimed water lines to the boundary of the Employment Center property (i) prior to issuance of any certificates of occupancy for residential improvements within the DRI as to that portion of the Employment Center lands identified as Area 1 on **Exhibit 2**; (ii) prior to issuance of certificates of occupancy for residential units which generate in excess of 1,400 p.m. peak hour external trips (as calculated pursuant to Special Condition 25(a)(iii) below) within the DRI as to that portion of the Employment Center lands identified as Areas 2A and 2B as depicted on **Exhibit 2**; and (iii) prior to issuance of any certificates of occupancy for residential improvements in Phase III as to that portion of the Employment Center lands identified as Area 3 on **Exhibit 2**. The Developer and the City shall cooperate throughout the DRI development period to evaluate economic development incentive programs available through federal programs and the State of Florida, which might be applicable to prospective employers within the DRI. The Developer will also undertake a marketing program to encourage job generation within the Employment Center lands which shall include information about State of Florida and other applicable economic development incentive programs available to prospective employers. In addition, the City and the Developer will cooperate to provide land use incentives (e.g., increased floor area ratios (FARs), decreased setbacks, parking

incentives, etc.) for the Employment Center lands as part of the rezoning and MPD Development Agreement process for Neoga Lakes described in General Condition 14(b) below.

3. **Conversion of Uses.** The Developer may increase or decrease the amount of a particular land use, but only within the minimum and maximum standards provided for on the Land Use Conversion Matrix attached as **Exhibit 3**, without filing a Notice of Proposed Change (“NOPC”), provided that (i) the changes are consistent with the Land Use Conversion Matrix attached as **Exhibit 3**; and (ii) at any time of election of a land use conversion under the Land Use Conversion Matrix, the Developer shall notify the City, the DCA and the NEFRC of the election in writing at least thirty (30) days in advance of the change. Use of the Land Use Conversion Matrix will be reported on an individual and cumulative basis in the biennial report. Any NOPC filed shall incorporate all changes made pursuant to the Land Use Conversion Matrix prior to the filing of such NOPC. Provided that the conversion is consistent with the criteria contained in the Land Use Conversion Matrix (**Exhibit 3**), and such converted uses are consistent with the uses allowed in that location under Map H (**Exhibit 1**), no additional DRI approvals shall be required for the conversion. Any conversion of land use, other than those allowed under the Land Use Conversion Matrix (**Exhibit 3**) and this General Condition 3, shall be subject to an amendment to this Development Order or an NOPC.

4. **Phasing, Build-Out and Expiration of DRI.**

- (a) The DRI shall be developed in three (3) Phases, (Phase I (2011-2015), Phase II (2016-2022) and Phase III (2023-2029)), unless tolled by statute, tolled pursuant to this paragraph, extended pursuant to Section 380.06(19), Florida Statutes, or the Developer elects to accelerate the beginning date of a subsequent phase or phases, provided that all mitigation requirements for the particular phase to be accelerated are met. The end date of a phase shall not be affected by an acceleration of the beginning date. Unused development rights from prior phases shall carry over into subsequent phases until buildout of the entire DRI. The General and Special Conditions in this Development Order have been timed

1 based on the impacts from the development resulting from actual development
2 of residential units or non-residential square footage. For purposes of this
3 Development Order, where conditions are required to be met at the beginning or
4 end of a DRI Phase or based on certificates of occupancy in a Phase of this DRI,
5 the measurements of that condition timing shall be based upon the residential
6 unit count or non-residential square footage development count within the DRI
7 as allotted to that Phase on the Neoga Lakes DRI Proposed Development
8 Program Chart (the "Chart") on Map H (**Exhibit 1**). For example, the
9 Fire/Police Site (described in Special Condition 28(a) below) is to be conveyed
10 prior to the end of Phase I, which means it must be conveyed prior to completion
11 of square footage or certificates of occupancy for the total non-residential square
12 footage or residential units to be generated in Phase I as provided for on the
13 Chart on Map H (**Exhibit 1**).

14 (b) A condition of this Development Order shall be that physical development
15 within the DRI shall commence not later than ten (10) years from the Effective
16 Date (as described in General Condition 5 below) of this Development Order
17 (the "Commencement Date"), provided, the City agrees that the Commencement
18 Date may be extended by a NOPC upon good cause shown by the Developer
19 which may include, but not be limited to, inadequate market demand. The
20 Commencement Date shall also be tolled during any appeal as described in
21 General Condition 4(d) below. For purposes of this General Condition 4,
22 commencement of physical development shall mean, at the option of the
23 Developer, either (i) when horizontal infrastructure within the limits of the DRI
24 Property to serve the development commences or (ii) when the reconstruction of
25 Otis Stone Hunter Road from the Florida East Coast ("FEC") Railroad to the
26 FP&L Power Line Easement commences consistent with the site plan, or
27 development permit requirements for such improvement.

28 (c) The projected buildout date for all DRI development is December 31, 2029, and
29 the projected termination and expiration date is December 31, 2035. Any
30 extensions of the DRI buildout date and expiration and termination date shall be
31 governed by the provisions of Section 380.06(19)(c), Florida Statutes.

(d) The time period for the Commencement Date, buildout date, termination and expiration date, phasing dates, the downzoning protection date, and any other such deadlines within this Development Order shall be tolled during the period of any appeal pursuant to Section 380.07, Florida Statutes, or during the pendency of administrative or judicial proceedings relating to approval of companion comprehensive plan amendments pursuant to Chapter 163, Florida Statutes, companion rezoning applications, the Proportionate Share Agreement, development permits, including St. Johns River Water Management District ("SJRWMD") and United States Army Corps of Engineers ("USACOE") permits, the Transportation Agreement (as defined below), utility agreements for the DRI, and administrative or judicial proceedings relating to right-of-way acquisition for the roads in the transportation mitigation plan for the DRI.

5. **Effective Date.** This Resolution and Development Order shall take effect upon the effective date of the City Council Comprehensive Plan Amendment Application #1851, City Ordinance No. _____ adopted at the same City Council meeting as this Development Order.

6. **Monitoring Official and Procedures.** The City Manager of the City of Palm Coast as Land Use Administrator, or his or her designee, shall be the local official responsible for monitoring the development for compliance by the Developer with this Development Order. The City will monitor compliance with this Development Order, as specified in Section 380.06, Florida Statutes, during the development review process pursuant to the City Comprehensive Plan and the City Unified Land Development Code, subject to General Conditions 7 and 12 below.

7. **Downzoning Protection.** In accordance with Section 380.06(15), Florida Statutes, the DRI, as approved in this Development Order, shall not be subject to downzoning, unit density reduction, or intensity reduction before December 31, 2035, as such date may be extended under the provisions of General Condition 4 above, unless the Developer consents to such change, or the City demonstrates that substantial changes in the

1 conditions underlying the approval of the Development Order have occurred or unless
2 the City demonstrates that the Development Order was based on substantially
3 inaccurate information provided by the Developer or unless the change is clearly
4 established by the City to be essential to the public health, safety, or welfare.
5

6 8. **Election Regarding Environmental Rules.** Pursuant to Section 380.06(5)(c), Florida
7 Statutes, the Developer has elected to be bound by the rules adopted pursuant to
8 Chapters 373 and 403 in effect when the Development Order is issued including, but
9 not limited to, the provision of Section 373.414(13), Florida Statutes. The rules adopted
10 pursuant to Chapters 373 and 403 in effect at the time the Development Order is issued
11 shall be applicable to all applications for permits pursuant to those Chapters and which
12 are necessary for and consistent with the development authorized in this Development
13 Order, except that a later adopted rule shall be applicable to an application if:
14

- 15 (a) The later adopted rule is determined by the rule adopting agency to be essential
16 to the public health, safety, or welfare;
- 17 (b) The later adopted rule is adopted pursuant to Section 403.061(27), Florida
18 Statutes;
- 19 (c) The later adopted rule is being adopted pursuant to a subsequently enacted
20 statutorily mandated program;
- 21 (d) The later adopted rule is mandated in order for the State to maintain delegation
22 of a federal program; or
- 23 (e) The later adopted rule is required by State or federal law.
24

25 Further, in order for the Developer to apply for permits pursuant to this provision, the
26 application must be filed within five (5) years from the issuance of the final
27 Development Order and the permit shall not be effective for more than eight (8) years
28 from the issuance of the final Development Order. Nothing in this paragraph shall be
29 construed to alter or change any permitting agency's authority to approve permits or to
30 determine applicable criteria for longer periods of time.
31

1 9. **Biennial Reporting.** The Developer or its successors or assigns shall submit a biennial
2 report, in accordance with Section 380.06, Florida Statutes, no later than November 1 of
3 every other year until buildout, which date may be tolled during any appeal as described
4 in General Condition 4 above, until buildout. The report shall be submitted to the City,
5 the NEFRC, the DCA, the Florida Department of Transportation ("FDOT") District
6 Five Office in Orlando, Florida, the FDOT District Two Urban Office in Jacksonville,
7 Florida, the Northeast District of the Florida Department of Environmental Protection
8 ("FDEP"), SJRWMD and the Florida Fish and Wildlife Conservation Commission
9 ("FFWCC"). Form RPM-BSP-BIENNIAL REPORT-1 of the DCA, as amended from
10 time to time, may be used for the format of this report. If no additional development
11 pursuant to the Development Order has occurred since the submission of the previous
12 report, then a letter from the Developer stating that no development has occurred shall
13 satisfy the requirement for a report. In accordance with Section 380.06(18), Florida
14 Statutes, failure to file the report when required may result in the temporary suspension
15 of this Development Order until it is filed. The biennial report shall include the
16 following:

- 17
- 18 (a) A description of any changes made in the plan of development, phasing, or in
19 representations contained in the ADA since the date of adoption of this
20 Development Order and proposed for the next biennial report, and any actions
21 taken by the City to address these changes. Any conversions made pursuant to
22 the Land Use Conversion Matrix attached as **Exhibit 3**, shall also be reported.
- 23 (b) A summary comparison of development activity proposed or conducted since
24 the previous biennial report and activity projected for that period until submittal
25 of the next regular biennial report. The summary will include a description of
26 site improvements, number of residential lots platted, gross floor area of non-
27 residential uses constructed by land use type, location, and phase, with
28 appropriate maps. The summary will also include the number of dwelling units
29 constructed that qualify as workforce housing under Special Condition 27 below
30 and the homestead exemption status, sales figures and rental for the constructed
31 workforce housing units. A tabulation of the amount of acreage developed in the

reporting period shall be provided by land use categories listed in Chapter 28-24, Florida Administrative Code and depicted on Map H (**Exhibit 1**).

(c) The name of the purchaser of any undeveloped tracts of land in Neoga Lakes, including the location and size of the tracts purchased, and the amount of development rights allocated to the purchaser, with map(s) which show the parcel(s) or sub-parcel(s) acquired.

(d) A cumulative summary of all development that has taken place within Neoga Lakes by the land use categories listed in Chapter 28-24, Florida Administrative Code, including residential lots platted and gross floor area of non-residential uses constructed by land use type and location, together with a cumulative summary of location, size (acreage), and development rights purchased (land use type and square footage). The summary shall also include the acres of wetlands and uplands placed under conservation easements.

(e) To the extent known to the Developer, a description of any lands purchased, leased or optioned within one (1) mile of the boundaries of the Neoga Lakes DRI by a person who has acquired a fee simple or lesser interest in the Neoga Lakes DRI subsequent to the effective date of this Development Order (but excluding persons who have only acquired a leasehold interest in lands or improvements within the Neoga Lakes DRI property), identifying such land, its size, and its intended use on a site plan and map (to the extent feasible).

(f) A listing of any substantial local, state and federal permits, which were obtained, applied for, or denied, during this reporting period, specifying the agency, type of permit, permit number, parcel, location(s), and activity for each permit.

(g) A description of any moratorium imposed by a regulatory agency on development within the DRI, specifying the type of moratorium, duration, cause, and remedy.

(h) Total acres of wetland impacts, location map, and copies of monitoring reports completed during the previous reporting period on wetland mitigation areas as required by the permitting agencies.

(i) Provide information as to available capacity of potable water, wastewater, and solid waste facilities to serve the DRI for the anticipated development for the

1 ensuing report period and a status update on the implementation of any City
2 alternative water supply programs.

3 (j) An assessment of Developer's, Developer's successor, if any, and local
4 government's compliance with conditions and commitments contained in the
5 Development Order.

6 (k) A description of any permit modification resulting in a change to the previously
7 permitted stormwater plans, design criteria, or planting and maintenance
8 programs.

9 (l) A description of any known incremental DRI applications for development
10 approval or requests for a substantial deviation that were filed in the reporting
11 period and to be filed during the next reporting period.

12 (m) A description of any change in local government jurisdiction for any portion of
13 the development since the Development Order was issued.

14 (n) Traffic reports, which shall be submitted to the FDOT District Five Office in
15 Orlando, as well as to the City Development Services Department, the NEFRC,
16 and the DCA. The first traffic report shall be due concurrently with the first
17 biennial report and then biennially thereafter until the buildout date, unless
18 otherwise specified by the NEFRC. The following information shall be
19 included:

20 (i) A description of current development by land use, type, location, number
21 of residential units and amount of square footage of non-residential uses,
22 along with the proposed construction schedule for the ensuing two (2)
23 year period, and appropriate maps

24 (ii) The Developer shall distinguish between project-related traffic and total
25 traffic volumes and provide traffic counts, turning movements, and
26 actual levels of service for existing conditions and projected for the
27 ensuing two (2) year period, including traffic estimates for the following
28 roads and intersections:

- 29 • US 1 from SR 100 East/SR 11 north to Matanzas Woods Parkway
- 30 • Palm Coast Parkway from the Project Boundary east to Old Kings
31 Road

1 Actual FDOT or City traffic counts shall be used where possible. If
2 actual FDOT counts are not available for a particular road or
3 intersection, the Developer shall retain, at its expense, a traffic
4 engineering firm, acceptable to the City using methodology and
5 techniques acceptable to the City, to collect the necessary counts. FDOT
6 seasonal adjustment factors shall be used when adjusting traffic counts.

7 (iii) The status of improvements to be pipelined by the Developer, including
8 status of right-of-way donations to be contributed and the schedule for
9 new and/or improved roadways, traffic control devices or other
10 transportation facility improvements to be constructed or provided by the
11 Developer or governmental entity to accommodate the total existing and
12 anticipated traffic demands, and any other Developer obligations
13 required in the Development Order to meet transportation conditions.

14 (o) An update of any improvements by the Developer to Site 8FL155, Old Dixie
15 Highway ("Old Brick Road"), as provided for in Special Condition 32 below.

16 (p) An update of the development practices and standards within the DRI that
17 comply with the Green Development Standard as defined in Special Condition
18 33 below.

19 (q) A summary of the results from the water quality monitoring required under the
20 Surface Water Quality Monitoring Plan described in Special Condition 19 below
21 and attached as **Exhibit 8**.

22 (r) A copy of the recorded notice of the adoption of the Development Order or any
23 subsequent modification of an adopted development order that was recorded by
24 the Developer pursuant to Section 380.06(15)(f), Florida Statutes.

25 (s) A statement certifying that the NEFRC (with appropriate filing fee), the DCA,
26 FDOT District Five Office in Orlando, FDOT District Two Urban Office in
27 Jacksonville, the City, FDEP, the SJRWMD, and the FFWCC have been sent
28 copies of the biennial report in conformance with subsections 380.06(15) and
29 (18), Florida Statutes.

(t) The status of the implementation of the Habitat Management Plan (as described in Special Condition 17(h) below) and any Environmental Resource Permit issued for the project.

10. **Notice of Adoption.** Notice of adoption of this Development Order or any subsequent amendment to it shall be recorded by the Developer in accordance with Section 380.06(15)(f), Florida Statutes, with the Clerk of the Circuit Court of Flagler County, Florida. The recording of this notice shall not constitute or provide actual or constructive notice of a lien, cloud or encumbrance of the DRI Property. The conditions of this Development Order shall run with the land and bind the successors and assigns of the Developer of the DRI Property. The Development Order is binding upon the Developer only as a condition to development of lands owned by the Developer within the DRI Property and upon assignment by the Developer of any of its interest(s) under this Development Order as the "Developer" therein, any such assignor Developer shall be fully and forever released from any Development Order conditions assigned to the successor "Developer" as provided for under this Development Order. Any contract or agreement for sale for all or any part of the DRI Property subject to this Development Order shall (i) require an assignment of development rights to construct any of the land uses described in General Condition 2 above and (ii) contain a legend substantially in the following form clearly printed or stamped thereon:

THE PROPERTY DESCRIBED IN THIS AGREEMENT IS PART OF THE NEOGA LAKES DEVELOPMENT OF REGIONAL IMPACT AND IS SUBJECT TO A DEVELOPMENT ORDER, NOTICE OF WHICH IS RECORDED IN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, WHICH IMPOSES CONDITIONS, RESTRICTIONS AND LIMITATIONS UPON THE USE AND DEVELOPMENT OF THE SUBJECT PROPERTY WHICH ARE BINDING UPON EACH SUCCESSOR AND ASSIGN OF NEOGA LAKES, LLC. THE DEVELOPMENT ORDER DOES NOT CONSTITUTE A LIEN, CLOUD OR ENCUMBRANCE OF REAL PROPERTY OR CONSTITUTE ACTUAL OR CONSTRUCTIVE NOTICE OF SAME. A COPY OF THE DEVELOPMENT ORDER MAY

1 **BE REVIEWED AT THE CITY OF PALM COAST**
2 **COMMUNITY DEVELOPMENT DEPARTMENT OFFICES**
3 **OR AT THE OFFICE OF THE FLORIDA DEPARTMENT**
4 **OF COMMUNITY AFFAIRS, TALLAHASSEE, FLORIDA.**
5

6 11. **Application for Proposed Changes.** The Developer shall comply with provisions of
7 the Florida Statutes in effect at the time of proposed changes to the DRI with regard to
8 the process of making such changes. The City acknowledges that the use of the Land
9 Use Conversion Matrix included in this Development Order as **Exhibit 3**, shall not be
10 deemed a change in the Development Order. The applicant shall submit simultaneously
11 to the City, the NEFRC, and the DCA any applications for proposed changes to the DRI
12 and shall comply with the requirements of Section 380.06, Florida Statutes, concerning
13 substantial deviations. If the local government determines that the proposed change
14 should be approved, any new conditions in the amendment to the Development Order
15 issued by the local government shall address only those issues raised by the proposed
16 change and require mitigation only for the individual and cumulative impacts of the
17 proposed change. Notwithstanding the General and Special Conditions contained in this
18 Development Order, a modification to this Development Order is not required to
19 modify or adjust (i) the location of the Bear Crossings (as defined in Special Condition
20 17(j) below), (ii) the number and location of wildlife crossings or culverts described in
21 Special Condition 17(j) below, (iii) the location, boundaries and acreage of the
22 Conserved Areas (as defined in Special Condition 17 below), (iv) the boundaries and
23 acreage of the Conserved Surface Waters (as defined in Special Condition 17(b) below)
24 and (v) the location, boundaries and acreage of the wetland impacts described in Special
25 Condition 18(a) below.
26

27 12. **Status of Development Rights.** The City acknowledges that the Developer has, by
28 virtue of this Development Order, made substantial commitments to mitigate for
29 impacts of proposed development pursuant to this Development Order. As a condition
30 to development under this Development Order, the Developer will also make substantial
31 investments in construction and development of the infrastructure required, which are
32 conditions of this Development Order, all in reliance upon realization of all

development rights granted pursuant to this Development Order. Accordingly, the rights of the Developer to construct the development as set forth in General Conditions 2, 3 and 4 are intended to be vested rights and shall not be subject to downzoning or unit density reduction or intensity reduction, except as provided in General Condition 7 of this Development Order. Further, future modifications to the City of Palm Coast Unified Land Development Code and other laws and regulations of the City affecting development shall apply to the development approved pursuant to this Development Order except to the extent (i) such future modifications conflict with specific provisions, conditions or commitments set forth in this Development Order and substantially diminish the development rights granted herein, or (ii) such modifications require mitigation for development impacts which have been reviewed under Section 380.06, Florida Statutes, and addressed in this Development Order. The Developer does not waive any statutory or common law vested right or equitable estoppel right they now have or may acquire in the future to complete any portion of the DRI in accordance with the applicable state and local laws and ordinances in effect at the time this Development Order becomes effective. The General and Special Conditions in this Development Order are conditions to development of the DRI Property and nothing contained in this Development Order shall be construed to obligate the Owner to develop the DRI Property.

13. **Subsequent Requests for Development Permits** Subsequent requests for development permits shall not require further review pursuant to Section 380.06, Florida Statutes, unless it is found by the City Council, after due notice and hearing, that one or more of the following is present:
- (a) a substantial deviation pursuant to Section 380.06(19), Florida Statutes; or
 - (b) buildout of this Development Order.

Upon a finding that (a) is present, the City Council shall order compliance with Sections 380.06(19)(g) and (h), Florida Statutes, and development within the DRI may continue, as approved, during the DRI review in those portions of the development which are not directly affected by the proposed change. Upon a finding that (b) is present, the City

Council shall order a termination of all development activity (except development activity authorized under Section 380.06(15)(g), Florida Statutes) if such development activity is subject to DRI review, until such time as a new DRI application for development approval has been submitted, reviewed and approved in accordance with Section 380.06, Florida Statutes.

14. **Limitation of Approval.**

(a) The approval granted by this Development Order is limited. Such approval shall not be construed to obviate the duty of the Developer to comply with all other applicable local or state permitting procedures, subject to the provisions of General Condition 12.

(b) The applicable zoning classification for this DRI is the Master Planned Development District ("MPD"). The City agrees that due to the size and scope of the proposed development pursuant to the DRI and the duration of the phasing plan, the Developer shall be entitled to effect a rezoning of the DRI Property to MPD pursuant to a Development Agreement which shall address conceptually the location of the various uses allowed within the DRI, including common areas and open space, traffic circulation for major road systems and project wide permitted uses, densities and intensities (the "Conceptual MPD"). Thereafter further refinement in the Conceptual MPD and meeting the requirements of the City Unified Land Development Code, may be effected by review and approval of further Development Agreements applied to specific parcels or increments of the DRI Property as physical development within those increments is undertaken (the "Incremental MPD"). The Developer shall pay an application fee equal to ten percent (10%) of the customary rezoning application fee at the time of submission of the Conceptual MDP and the full customary application fee at the time of submission of each Incremental MDP based on the amount of acreage within the applicable Incremental MDP.

15. **Impact Fees.** Impact fee credits towards any present or future impact fees that may be adopted by the City shall be allowed for any contribution of land, money (including, but

not limited to, "proportionate share" or "fair share contributions") or improvements made by or on behalf of the Developer or a Community Development District ("CDD") as the case may be, for public facilities pursuant to the guidelines stipulated in Section 380.06(16), Florida Statutes, Chapter 29 of the Code of Ordinances, City of Palm Coast, Florida, and Chapter 7 of the City Unified Land Development Code (the "Impact Fee Documents"). The Developer proposes and the City agrees that in the event that any contributions of land purchased by a CDD, or money (including "proportionate share" or "fair share payments"), or improvements funded or constructed with funds from a CDD give rise to impact fee credits from a CDD, then such impact fee credit shall be established in the name of the CDD pursuant to the Impact Fee Documents. In the event that an owner contributes land for public facilities (including, but not limited to, road rights-of-way, a fire station, utilities, parks or a school site), such owner shall be entitled to impact fee credits applicable to the land pursuant to the Impact Fee Documents. The amount of such credit shall be determined in accordance with applicable law and City ordinances established by the City. The City acknowledges that it shall work with the Developer to establish a voucher system for payment of impact fees within the DRI and to administer impact fee credits which system may be set forth in any impact fee credit agreement entered into by the Developer or CDD with the City. If an impact fee ordinance that has been or that may be adopted by the City includes valuation methodology for real estate contributions, then the standards contained therein shall be used to value any contribution of land by the Developer or a CDD.

16. **Level of Service Standards.** The Developer shall be required to meet the adopted level of service standards in the City of Palm Coast Comprehensive Plan and the requirements of the City's Concurrency Management System (the "CMS") as are in effect on the date hereof; provided, however, mitigation for transportation impacts is being implemented under provisions set forth in Section 163.3180(12), Florida Statutes, and mitigation for school concurrency is being implemented under the provisions set forth in Section 163.3180(13), Florida Statutes, by entering into the Proportionate Share Agreement, each of which shall be deemed to satisfy concurrency requirements for transportation and schools, respectively.

SPECIAL CONDITIONS

17. Vegetation and Wildlife.

- (a) Conserved Areas. Approximately 2,205 acres of wetlands (the "Conserved Wetlands") and approximately 827 acres of uplands including the Upland Buffers described in Special Condition 18 below (the "Conserved Uplands") shall be conserved within the DRI Property as a condition to development under this Development Order. The Conserved Wetlands and the Conserved Uplands are collectively referred to as the "Conserved Areas." The Conserved Areas include an approximately 1,129 acre conservation corridor (the "Conservation Corridor"), which is a large contiguous area of uplands and wetlands that will be conserved within the DRI Property. The Conserved Areas are generally depicted on the Conserved Areas Map attached as **Exhibit 4**. The exact location, boundary and acreage of the Conserved Areas shall be determined in conjunction with the issuance of individual Environmental Resource Permits ("ERP") issued by the SJRWMD applicable to the DRI Property through buildout of the DRI and consistent with the specific notations on **Exhibit 4**. No new development activities, as defined in Section 380.04, Florida Statutes, shall be allowed within the Conserved Areas, except for activities permitted by the SJRWMD ERP process which may include, but not be limited to, the following:
- (i) construction and operation of a multi-use pathway system as described in Special Conditions 25(k) and 33(b) below;
 - (ii) restoration, enhancement and creation activities, which includes the restoration, harvest and thinning of portions of forested areas;
 - (iii) improvements that facilitate recreation such as trails, boardwalks, wildlife viewing areas, off-road biking and water resource activities and improvements associated with outdoor education;
 - (iv) activities associated with the preservation of identified archeological sites;
 - (v) land management activities undertaken for the primary purpose of promoting native vegetation and wildlife and wildfire prevention, such as

1 forest harvesting and thinning, uneven-aged forest management, planting
2 of native species, removal of invasive exotic species and prescribed
3 burning; and

4 (vi) construction and operation of road crossings and utilities.

5 Development within and adjacent to the Conserved Areas, the Conserved
6 Surface Waters (as described in Special Condition 17(b) below) and any other
7 water bodies within the DRI Property shall comply with the City
8 Comprehensive Plan and any applicable federal, state and local laws and
9 regulations. The hydroperiod within the Conserved Wetlands shall be
10 maintained, unless otherwise permitted by the SJRWMD. In addition prior to
11 commencement of clearing, earth movement and construction or other
12 development within the Conserved Wetlands, or portions of the Conserved
13 Wetlands, the wetland boundaries shall be surveyed and approved by the
14 SJRWMD or USACOE, as applicable. The Conserved Areas shall be protected
15 in perpetuity by recorded conservation easements meeting the requirements of
16 Section 704.06, Florida Statutes, and labeled as conserved areas on plats to
17 protect the Conserved Areas. The conservation easements shall be recorded
18 upon recordation of a plat containing the Conserved Areas or portions of the
19 Conserved Areas. The conservation easements shall include language to prevent
20 uses of the Conserved Areas which impact or interfere with the environmental
21 value of these areas. The conservation easements shall be dedicated to the
22 SJRWMD, the City, or FDEP, subject to SJRWMD, City or FDEP acceptance,
23 and shall be submitted to the City for review and comment prior to recordation.
24 Conservation easements and the portions of the recorded covenants and
25 restrictions that relate to preservation of the Conserved Areas shall be
26 enforceable by the Developer, a Homeowners Association ("HOA"), Property
27 Owners Association ("POA"), CDD, SJRWMD, FDEP or the City and shall not
28 permit variances from the minimum standards set forth in this Development
29 Order. The provisions of this Development Order shall not supersede any
30 SJRWMD or USACOE rules and regulations. The Conserved Areas shall also

be protected by the Habitat Management Plan as defined in Special Condition 17(h) below.

(b) **Conserved Surface Waters.** Approximately 160 acres of natural lakes (the “Conserved Surface Waters”) shall be conserved within the DRI Property as a condition to development under this Development Order. The Conserved Surface Waters consist of Speckled Perch Lake, Black Lake, Tank Lake and Lake Neoga and are depicted on Map H (**Exhibit 1**). The Conserved Surface Waters have been designated as Conservation under the City Comprehensive Plan Future Land Use Map. The extent of the Conserved Surface Waters shall be established by Chapter 62-340, Florida Administrative Code.

(c) **Gopher Tortoises.** A gopher tortoise survey shall be conducted for the presence and density of gopher tortoises within DRI parcels anticipated to contain potentially suitable habitat, as defined by the gopher tortoise permitting guidelines established by the FFWCC, prior to commencement of construction on the DRI parcel(s) and no more than ninety (90) days prior to submission of an application for a permit to relocate gopher tortoises. For purposes of this Special Condition 17(c), commencement of construction occurs when clearing, grading and land alteration associated with construction of horizontal infrastructure begins on the applicable DRI parcel. Any impacts to occupied gopher tortoise habitat shall be mitigated in accordance with the rules and regulations of the FFWCC. Gopher tortoises required to be relocated by any FFWCC permit may be relocated either on-site or off-site to an approved location(s), which relocation area may include the Scrub Preserve (as defined in Special Condition 17(d) below), in accordance with the rules and regulations of the FFWCC. Results of any gopher tortoise survey conducted within the DRI Property and copies of any FFWCC permit that is issued related to gopher tortoises shall be submitted to the City.

(d) **Scrub Management Plan.** As part of the Conserved Areas within the DRI Property, approximately 70 acres of upland scrub shall be conserved, in the location depicted on **Exhibit 5** (the “Scrub Preserve”). The Scrub Preserve will be managed, in part, for gopher tortoises and shall be protected by a recorded

conservation easement for the long-term conservation of gopher tortoises and to protect the upland scrub within the Scrub Preserve which protection shall include implementation of the Neoga Lakes Scrub Management Plan, which plan shall be included in the Habitat Management Plan (as defined in Special Condition 17(h) below).

(e) **Black Bear Management Plan to Minimize Human/Bear Conflicts at Neoga Lakes, Flagler County, Florida.**

Development within the DRI shall be undertaken in accordance with the Black Bear Management Plan to Minimize Human/Bear Conflicts at Neoga Lakes, Flagler County, Florida (the "Bear Management Plan"). The Bear Management Plan shall be included in the Habitat Management Plan (as defined in Special Condition 17(h) below). The Bear Management Plan provides a comprehensive guide with specific strategies aimed at limiting nuisance attractants for black bears on the DRI Property and thereby limiting human/bear interactions and conflicts. Notwithstanding any modification to the Bear Management Plan, the Bear Management Plan shall include provisions which address the following:

- (i) providing ongoing education regarding the sources and solutions of bear conflict;
- (ii) increasing public awareness regarding the presence of black bears adjacent to the DRI Property;
- (iii) incorporating in the Neoga Lakes covenants and restrictions bear-smart policies related to garbage disposal practices, which are set forth in the Bear Management Plan Section entitled "Community Association Standards and Agreements"; and
- (iv) adopting construction policies and practices that include measures to protect black bears.

(f) **Sandhill Crane.** Sandhill crane surveys shall be conducted during nesting season (January to August) and prior to commencement of construction (as defined in Special Condition 17(c)) on DRI parcels that are anticipated to contain or be in immediate proximity to potentially suitable sandhill crane nesting habitat as defined by the FFWCC *Nongame Wildlife Technical Report*

No. 15 (*Ecology of the Florida Sandhill Crane*; Stys 1997) (the "Technical Report"), to determine the occurrence of sandhill crane nesting in the area of DRI construction. In order to provide protection during active sandhill crane nesting, a temporary nest site protection buffer shall be provided consistent with the Technical Report if required by FFWCC for any sandhill crane nest that is documented within an area of the DRI Property.

- (g) **Kestrels**. No DRI construction activities will occur within one hundred fifty (150) meters of any kestrel nest located on the DRI Property during kestrel nesting season (January to July) consistent with the FFWCC *Nongame Wildlife Program Technical Report No. 13* (Stys, 1993). Kestrel nest boxes will be installed at selected locations adjacent to the eastern most Powerline Easement depicted on Map H (**Exhibit 1**). Sites for nest box installation will be selected to minimize potential for disturbance from human activities during active nesting, where possible. Nest boxes will be constructed based on the designs recommended by the FFWCC, and will be placed on separate poles; no boxes will be installed on FP&L utility poles. Timing and location of kestrel nest box placement will be determined as phased DRI development is implemented.

- (h) **Wildlife Protection**. The Developer shall follow the published guidelines adopted by the FFWCC for any endangered species, threatened species or species of special concern ("Listed Species") located or observed on the DRI Property through buildout, unless more specific conditions are set forth in this Development Order as to any such Listed Species. The Developer shall include, as part of the SJRWMD conceptual Environmental Resource Permit for the DRI Property a habitat management plan approved by FFWCC for Listed Species observed or located on the DRI Property (the "Habitat Management Plan"). The Habitat Management Plan may be modified from time to time with the prior written consent of the City, FFWCC and the SJRWMD. Notwithstanding any modification to the Habitat Management Plan, the Habitat Management Plan shall include provisions that address the following:

- (i) conserving approximately 2,205 acres of wetlands and approximately 827 acres of uplands, including an approximately 1,129 acre north, south

oriented wetland strand that includes approximately 438 acres of uplands as shown on Map H (**Exhibit 1**);

- (ii) providing increased connectivity of the Conserved Areas within the DRI;
- (iii) providing wildlife habitat and hydrological restoration actions, which should result in improved habitat quality for black bears and other regionally significant wildlife species;
- (iv) creating approximately six (6) miles of shoreline foraging habitat with littoral zones of varying depths and slopes during construction of the ribbon lake system within the DRI to provide habitat for wading birds; and
- (v) providing for the assurance of implementation and enforcement of the Habitat Management Plan.

The Developer shall implement a process by which property owners within the DRI shall be assessed for the implementation costs of the Habitat Management Plan as part of enforceable covenants and restrictions or other lien mechanisms, or shall establish a perpetual management fund for implementation of the Habitat Management Plan. The City acknowledges that the Habitat Management Plan is consistent with the City Comprehensive Plan requirements.

- (i) **Eastern Indigo Snake.** Informational signs or posters shall be located on active construction sites in areas of the DRI that may contain suitable habitat for the Eastern Indigo Snake. The Developer shall develop an Eastern Indigo Snake Protection/Education Plan (the "Snake Plan") consistent with applicable United States Fish and Wildlife Service requirements. The Snake Plan shall meet the requirements and standards set forth in the "Standard Protection Measure For The Eastern Indigo Snake". The Snake Plan shall be provided to all contractors performing work within the DRI Property.

- (j) **Roadway Design and Wildlife Crossings.** The Developer will design and provide roadway and wildlife crossings meeting the criteria set forth below to accommodate safe wildlife movements across transportation corridors within the DRI Property at major wetland strands and within the Conservation Corridor. Wildlife crossings located within the Conservation Corridor are as generally

1 shown on **Exhibit 6**. Wildlife crossing type and design shall be based on the
2 needs of individual species and the specific locations. Wildlife crossings at a
3 given location will consist of one (1) or more of the following types:

4 (i) Crossings for black bears. One (1) wildlife crossing will be provided
5 where the south project entry road crosses the Conservation Corridor,
6 and one (1) wildlife crossing will be provided where the north project
7 entry road crosses the Conservation Corridor (the "Bear Crossings"). The
8 locations for designed Bear Crossings are generally shown on **Exhibit 6**,
9 and the final location of Bear Crossings shall be determined by the
10 SJRWMD during the ERP permitting process. The Bear Crossings will
11 utilize the following design features as recommended by FFWCC
12 biologists so that interaction between motorists and black bears is
13 minimized to the greatest extent practicable:

- 14 (a) highly visible roadway shoulders
- 15 (b) reduced speed zones $\leq$ 30 miles per hour
- 16 (c) wildlife crossing signs.

17 If the design features referenced above cannot be achieved in the
18 roadway design and permitting by the City, box culverts large enough to
19 accommodate black bear movement will be utilized for the Bear
20 Crossings. The City agrees that the roadway design options referenced in
21 subsections (a), (b) and (c) above are the preferred alternatives, unless
22 the options create documented safety hazards in the roadway operations.

23 (ii) Crossings for small to medium-sized mammals. To accommodate the
24 movement of small to medium-sized mammals (e.g., raccoons, bobcats,
25 skunks) within the DRI, approximately sixteen (16) circular culverts with
26 a diameter of thirty-six (36) inches to forty-eight (48) inches, placed at
27 normal pool elevation at the interface between uplands and wetlands will
28 be provided so that upland connections are provided for these mammals.
29 The final number and location of culverts (i.e. crossings) shall be
30 determined by the SJRWMD in the ERP permitting process.

(iii) Crossings for aquatic and semi-aquatic species. Approximately eight (8) circular culverts with diameters of twelve (12) inches to thirty-six (36) inches will be provided within the DRI where roadways cross wetlands to accommodate the movements of many smaller species of wildlife, particularly reptiles and amphibians, and to accommodate water flow. The final number and location of culverts (i.e. crossings) shall be determined by the SJRWMD in the ERP permitting process.

(k) Agricultural and Silvicultural. The City acknowledges that the development of the DRI Property will occur over time and in phases. It is the intent of the Developer that portions of the DRI Property on which physical project development has not been initiated shall continue in agricultural or silvicultural use, including timber production, in accordance with the Florida Department of Agriculture and Consumer Services Division of Forestry Best Management Practices for silviculture (the "Silviculture BMPs") and consistent with past timber and land management practices and that until such physical project development is initiated on a particular development parcel, the Developer's primary purpose for ownership of the remaining portions of the DRI Property shall be such agricultural or silvicultural activities. For purposes of this Special Condition 17(k), initiation of physical project development occurs on a portion of the DRI Property when construction of horizontal infrastructure to develop roads, water, and sewer or drainage improvements begins upon such portion to facilitate development at the densities or intensities contemplated by this Development Order. Silvicultural activities within the Conserved Areas may be conducted for wetland enhancement and restoration purposes in accordance with a restoration plan as identified in the Habitat Management Plan. Silviculture may otherwise be conducted within the Conserved Areas as approved by the SJRWMD and consistent with the Silviculture BMPs upon the Effective Date of this Development Order. The City also acknowledges that it will support a continued agricultural classification for ad valorem tax purposes for any portion of the DRI Property used for agricultural or silvicultural purposes prior to initiation of physical project development (as defined herein) within such

portion of the DRI. The City has no objection to such agricultural or silvicultural uses on the undeveloped portions of the DRI Property being classified by the Flagler County Property Appraiser as agricultural or silvicultural lands under the provisions of Section 193.461, Florida Statutes, during the period when such portions of the DRI Property are being used for such agricultural or silvicultural purposes. Nothing contained in this Development Order requires the Developer to develop the DRI Property, and the City acknowledges that the Developer intends to continue its existing agricultural or silvicultural uses on all or any portion of the DRI Property, as provided for in this Development Order.

18. **Wetlands.**

- (a) **Wetland Impact and Mitigation.** The Wetland Impacts Map attached as **Exhibit 7** identifies the general location of the wetland impacts anticipated to occur within the DRI Property. The exact location, boundaries and acreage of wetland impacts will be finalized by the Developer during the SJRWMD ERP process. Wetland impacts within the DRI Property shall be mitigated through the regulatory permitting process of the SJRWMD or USACOE, as applicable. As mitigation for these proposed wetland impacts, in addition to specific requirements of the SJRWMD ERP and the USACOE, the Developer intends to conserve and/or enhance the Conserved Areas in accordance with this Development Order and shall be entitled to receive mitigation credit for the conservation and/or enhancement of the Conserved Areas under the SJRWMD ERP process. Mitigating for ecological functional losses associated with the estimated wetland impacts depicted on **Exhibit 7** shall be articulated in, and enforceable through, a mitigation proposal developed in consultation with the City, USACOE, and the SJRWMD, as part of their respective permitting process. Upland restoration within the Conservation Corridor will be performed in accordance with the SJRWMD and USACOE permitting processes and will occur as the DRI progresses through buildout. The Developer shall provide to the City a copy of all federal and state environmental permits prior to initiation of construction activities on DRI parcels. The Developer shall comply with all

terms and conditions of such permits.

(b) **Upland Buffers.** The acreage of the Conserved Uplands is inclusive of an upland buffer, averaging at least fifty (50) feet in width and a minimum of twenty-five (25) feet in width, which will be provided for the higher quality Conserved Wetlands (the "Higher Quality Upland Buffer"). The acreage of the Conserved Uplands is also inclusive of an upland buffer, averaging at least twenty-five (25) feet in width and a minimum of fifteen (15) feet in width, which will be provided for the Conserved Wetlands considered to be of moderate or low quality (the "Lower Quality Upland Buffer"). Wetland quality will be determined in accordance with the City of Palm Coast Unified Land Development Code Sections 10.01.03 - 10.01.06. The Higher Quality Upland Buffer and the Lower Quality Upland Buffer are collectively referred to as the "Upland Buffers". The Upland Buffers are generally identified on **Exhibit 4** and shall be measured from the jurisdictional wetland line. The Upland Buffers shall be placed under a recorded conservation easement as provided for in Special Condition 17(a) above. A multi-use pathway system, as provided for in Special Conditions 25(k) and 33(b), trails, road crossings and utilities may be placed within the Upland Buffers, in which case the location of the pathway, trails, road crossings and utilities will be coordinated with the City and the SJRWMD.

(c) **Setback.** In addition to the Upland Buffers, a minimum building setback of twenty-five (25) feet shall be provided from the rear lot line of any residential lot abutting that portion of the Upland Buffers which lies within or adjacent to the Conservation Corridor and the Scrub Preserve (the "Setback"). The Setback shall be depicted on plats. A multi-use pathway system, as provided for in Special Conditions 25(k) and 33(b) below, trails, road crossings, utilities, parks, ponds, swimming pools and boardwalks may be placed within the Setback, in which case the location of these items will be coordinated with the City. The maximum impervious area shall not exceed thirty percent (30%) of the Setback area. A minimum thirty percent (30%) of the Setback area shall be preserved with existing ground cover, shrub and understory vegetation or planted with new plantings consisting of plants native to north Florida, and appropriate for the

vegetative community type, and consistent with the Water Conservation Plan attached as **Exhibit 9**.

19. **Water Quality.**

- (a) Nine (9) water quality monitoring stations in the locations provided for in the Surface Water Quality Monitoring Plan attached as **Exhibit 8** have been identified. Sampling and testing of water quality at the monitoring stations and reporting of the results shall be conducted in accordance with the Surface Water Quality Monitoring Plan as a condition to development under this Development Order. In addition, a summary of the water quality monitoring results shall be included in the biennial report until buildout. The Surface Water Quality Monitoring Plan may be amended with the consent of FDEP and the Developer.
- (b) Multiple design strategies shall be utilized within the DRI to reduce impervious surfaces, improve water quality, protect aquifer recharge areas and limit runoff into surface waters consistent with the ERPs issued by the SJRWMD applicable to the DRI Property. These strategies may include (i) rain barrels, cisterns and dry wells (e.g., localized exfiltration trenches), (ii) rain gardens/infiltration basins, (iii) maintenance of natural areas or (iv) such other strategies adopted by the SJRWMD and incorporated into the SJRWMD ERP permits applicable to the DRI (the "Water Quality Strategies") as shall be undertaken on a case by case basis within the DRI Property dependent upon the location, soil conditions, specific objectives and preferred alternatives for the conditions encountered. The Water Quality Strategies shall be included as part of the Builders Education Program ("BEP") and the Homeowners Education Program ("HEP") described in Special Condition 33 below. In addition, disconnected impervious surfaces, vegetated swales with swale blocks, biofiltration swale systems and pervious pavement and/or grass-paver systems design strategies (the "Water Quality Design Strategies") shall be encouraged in the BEP.
- (c) The BEP and HEP will also include a Pesticide/Nutrient Management Plan (the "PNM Plan") for common areas within Neoga Lakes. The PNM Plan will be similar to the program described in Best Management Practices for Protection of

Water Resources in Florida, Florida Green Industries, June 2002, and will include restrictions on the type of fertilizers and the frequency of fertilizer application for common areas within the DRI Property.

- (d) Commencement of physical development within the DRI (as defined in General Condition 4(b)(i) above) may proceed only after the conceptual and any applicable individual ERP is approved by the SJRWMD for any portion of the DRI.

20. **Floodplains.** Prior to commencement of physical development (as defined in General Condition 4(b)(i)) within any portions of the DRI Property presently designated within the 100-year floodplain, a Letter of Map Revision (LOMR) shall be submitted to the Federal Emergency Management Agency (FEMA) to establish 100-year flood stages on those portions of the DRI Property. The Developer will comply with the flood damage protection regulations within the City Ordinance Code (as may be amended) and any other applicable state and federal regulations.

21. **Water Supply and Water Conservation.**

- (a) The City is currently requesting a modification to its existing Consumptive Use Permit ("CUP") from the SJRWMD to expand potable water supply. If approved, the modified CUP is anticipated to meet the needs of the City's projected population through 2015, which includes Phase I of the DRI. No building permits for vertical development within the DRI Property shall be issued until the CUP modification is approved by the SJRWMD. Development within the DRI shall occur concurrently with the provision of adequate potable water service meeting the adopted level of service standards in the City Comprehensive Plan and the CMS. The Developer agrees to utilize alternative water supply sources, including, but not limited to, surface water, reclaimed water, rainfall and water conservation measures as set forth in this Development Order.
- (b) Distribution systems for nonpotable water (reclaimed water, stormwater and surface water) shall be installed concurrently with both residential and

1 nonresidential development within Neoga Lakes. The nonpotable distribution
2 systems shall be developed parallel to and concurrently with the potable water
3 distribution system for utilization when sufficient quantities of reclaimed water,
4 stormwater or surface water are available for irrigation. Stormwater and
5 surface water shall be used to meet irrigation demands of the DRI until
6 reclaimed water is available to the DRI from the City. At that point, irrigation
7 demands within the DRI may be satisfied by a combination of stormwater,
8 surface water and reclaimed water. Potable water shall only be used to meet
9 irrigation needs within the DRI as a last resort if stormwater, surface water
10 and/or reclaimed water are insufficient to meet irrigation demands. Irrigation
11 systems shall be designed to accept nonpotable water.

12 (c) As a condition to development under this Development Order, water
13 conservation strategies shall be incorporated into the DRI as set forth in the
14 detailed Water Conservation Plan attached at **Exhibit 9**. Among other things,
15 either (i) Florida WaterStar certification or (ii) a functional equivalent to the
16 Florida WaterStar program as approved by the SJRWMD shall be mandated in
17 the covenants and restrictions for all DRI residential units and nonresidential
18 buildings and structures and the covenants and restrictions for DRI residential
19 and nonresidential uses will mandate that irrigated turf grass shall not exceed
20 50% of the landscaped areas, except for active recreation areas, and site
21 appropriate plant species shall be used in landscaped beds. The Water
22 Conservation Plan may be modified from time to time with the prior written
23 consent of the SJRWMD and the City.

24 (d) Water level monitoring stations have been installed at locations on the shoreline
25 of each of the four (4) lakes within the DRI and shall be monitored and reported
26 to the SJRWMD and the City on a semi-annual basis by the Developer during
27 the construction phase of the stormwater management system for the DRI
28 Property.

29 (e) The Developer shall enter into a utility agreement with the City to address the
30 provision of central potable water, sewer and reclaimed water service for the
31 DRI. To the extent provided by the utility agreement, the Developer shall

convey or cause to be conveyed to the City certain potable wells and wellhead protection zones in locations on the DRI Property to be determined by the Developer, and the Developer shall receive certain connection fee or impact fee credits as provided for in any utility agreement.

(f) Potable or irrigation water wells within the DRI Property shall be limited to wells serving a central utility system or central irrigation supply. Any wells no longer in use located within the DRI Property shall be properly plugged and abandoned in accordance with SJRWMD rules and regulations. Any existing, active wells may continue to be used only in accordance with the respective SJRWMD issued consumptive use permit. Any change in use of any wells located on the DRI Property is subject to the approval of an appropriate consumptive use permit.

(g) One (1) or more of the following measures, which measures will have the added benefit of protecting potentially vulnerable aquifer recharge areas within the DRI by minimizing the risk of groundwater contamination and protecting the drinking water supply, shall be implemented within the DRI:

(i) mandate for use of only slow-release fertilizers by homeowners to be incorporated in covenants and restrictions for the residential properties within the DRI;

(ii) stormwater management systems that implement treatment train approaches including shallow retention areas in the surficial aquifer;

(iii) wet detention ponds that reuse stormwater for irrigation;

(iv) setbacks pursuant to the guidelines contained in Chapter 62, Florida Administrative Code, and Chapter 10 of the City Unified Land Development Code between potable wells and stormwater management facilities may be provided.

(h) As to portions of the DRI Property identified as high aquifer recharge areas on **Exhibit 10**, when soil conditions are confirmed by site-specific geotechnical evaluations during the SJRWMD ERP permitting process to contain excessively drained soils, stormwater treatment systems within such areas, shall be designed to limit infiltration with the addition of soil amendments and/or

1 clay liners or as otherwise provided for in the SJRWMD ERP permitting
2 process to reduce the infiltration rate.

- 3 (i) The Developer shall develop the DRI Property consistent with the City of Palm
4 Coast Comprehensive Plan Policy 5.4.1.2 to protect aquifer recharge areas.

5
6 22. **Wastewater Management.** Development of Neoga Lakes shall proceed concurrent
7 with the provision of adequate central sewer service meeting the adopted level of
8 service standards in the City Comprehensive Plan and the CMS. Septic tanks will not
9 be permitted within the DRI, except as allowed by local, state and federal rules,
10 regulations and laws. In the event hazardous wastewater associated with industrial uses
11 located within the DRI will be generated, all storage, pretreatment, monitoring,
12 transportation and disposal activities will comply with local, state and federal rules,
13 regulations and laws.

14
15 23. **Stormwater Management.**

- 16 (a) The stormwater management system for the DRI shall be designed in
17 accordance with water quality and quantity requirements of the SJRWMD ERP
18 program and requirements of the City to ensure protection of wetlands and
19 water resources and will be available for irrigation needs throughout the DRI
20 Property. The stormwater management system shall also be designed as a reuse
21 system, when feasible, to maximize the amount of surface water that will be
22 available for irrigation needs. In addition, the DRI stormwater management
23 system shall be designed to meet Outstanding Florida Water ("OFW")
24 treatment standards pursuant to the provisions of Chapter 40C-42, Florida
25 Administrative Code in effect on June 2010 and provide for the effective
26 removal of stormwater from the development areas through a series of
27 stormwater management facilities.

- 28 (b) As discussed in Special Condition 17 above, individual SJRWMD ERPs issued
29 pursuant to Chapter 40C-4, Florida Administrative Code, will be required for
30 Neoga Lakes. The Developer shall demonstrate, as part of the SJRWMD ERP
31 process, that the DRI meets the conditions of Sections 40C-4.301 and 40C-

1 4.302, Florida Administrative Code, as well as meets the criteria in the
2 SJRWMD's Applicant's Handbook: Management and Storage of Surface
3 Waters.

4 (c) A Stormwater Pollution Prevention Plan ("SWPPP") shall be incorporated into
5 the construction and permit documents for all projects constructed in Neoga
6 Lakes that require a general or individual SJRWMD Environmental Resource
7 Permit. The SWPPP shall be implemented upon initiation of construction
8 activities on DRI parcels within the DRI Property.

9 (d) Sedimentation of wetlands shall be prevented through adherence to the erosion
10 and sediment control plan that shall be submitted to the SJRWMD as part of the
11 ERP process.

12 (e) All swales, stormwater pond sideslopes and drainage ways constructed within
13 Neoga Lakes shall be vegetated or sodded to control erosion. The inside
14 detention slopes for stormwater ponds shall be sodded. The berm and outside
15 slopes for stormwater ponds shall be hydroseeded. All slopes steeper than 3:1
16 (horizontal:vertical) shall be sodded. Only those areas needed for development
17 may be cleared, except as provided in Special Condition 17(k) above for
18 silvicultural activities. All cleared development areas shall be hydroseeded or
19 seeded and mulched once construction activities in such areas cease. All areas
20 which are covered with vegetation or sod or which are seeded and mulched or
21 hydroseeded shall be maintained after construction consistent with the City
22 Ordinance Code. Vegetative cover shall be restored as soon as possible and
23 maintained after construction on all disturbed areas not covered with
24 impervious surfaces.

25 (f) Maintenance of the stormwater management system shall be provided by a
26 CDD, HOA, POA or other entity meeting the requirements of the SJRWMD
27 ERP permit and any other requirements, as determined by the Developer. As
28 an alternative, the City may assume ownership, maintenance and operation of
29 the DRI stormwater management system, or any discrete portion thereof, if the
30 Developer and City enter into an agreement which provides for rights,
31 responsibilities and obligations of the parties with respect to the future

1 maintenance and operation of the stormwater management system. The
2 Developer will be responsible for the maintenance of the stormwater
3 management system until the City, CDD, HOA, POA or other applicable entity
4 is formed and assumes such maintenance responsibility. The City owns and
5 maintains an existing master stormwater management system which is subject
6 to applicable City Ordinance Code. The City acknowledges that the DRI
7 Property does not drain through or into the existing stormwater management
8 system of the City. If the Developer elects to convey the responsibility for
9 owning, maintaining, operating any and/or all of the DRI Property stormwater
10 system to its successors or assigns, the conveyance will include the following
11 necessary for operation of the system:

- 12 (i) as-builts construction plans;
- 13 (ii) water management regulatory agency operation permits;
- 14 (iii) documents conveying authority to the maintenance entity (deeds,
15 easements, etc.); and
- 16 (iv) assurances as to system function as required by SJRWMD rules and
17 regulations as to transfer of the system.

18
19 24. **Solid Waste.** Development within Neoga Lakes shall occur consistent with the
20 adopted level of service standards for solid waste identified in the City Comprehensive
21 Plan and the CMS. The handling, storage, transportation and disposal of any
22 hazardous material within the DRI will comply with local, state and federal rules,
23 regulations and laws. All users, generators and operators within the DRI Property shall
24 be required to adhere to all federal, state and local laws, codes, ordinances, rules and
25 regulations with respect to the use, management and disposal of hazardous waste. The
26 DRI project shall participate in the City's recycling program and implement a
27 comprehensive solid waste minimization strategy that may include Construction and
28 Demolition Debris (C&D) Recycling and Recovery, Mandatory Commercial
29 Recycling, Recycling Markets, and other waste reduction initiatives supported by the
30 FDEP. The Bear Management Plan will provide for development of responsible solid

waste disposal practices that will be implemented within the DRI to reduce attractants to black bears.

25. **Transportation.**

(a) **Transportation Mitigation Plan.**

(i) Pursuant to Section 163.3180(12), Florida Statutes (2010), the development approved by this Development Order requires the Developer to mitigate for the proportionate share transportation impacts of the DRI on the regional transportation system in the amount of \$73,355,792.00. The development rights provided for in this Development Order are conditioned upon the contribution of money and/or transportation improvements, as described below, having an estimated Y2010 cost of \$109,782,519.00 (as identified on **Exhibit 11-1**). The transportation improvements provided for herein will benefit regionally significant transportation facilities and are graphically depicted on **Exhibit 11-2**.

(ii) The final geometry and design for each of the roadway improvements described below to be dedicated to the City or constructed within City right-of-way, shall be finalized during the rezoning process described in General Condition 14(b) above. The final geometry and design for the Flagler County, Florida (the "County"), and FDOT improvements shall be determined in the respective permitting process for the County and the FDOT transportation improvements. All rights-of-way widths set forth in this Special Condition 25 are approximate and may contain variances in width based on site conditions for the typical roadway section to be constructed. The City and the Developer recognize that for the City maintained roads the FDOT design standards were utilized in the design of the typical roadway sections. The City and the Developer will work together to accommodate the necessary utilities, stormwater, landscaping and non-vehicular paths within the typical roadway sections, and to the extent site conditions and stormwater treatment require

1 additional right-of-way, they will work together to achieve the most
2 effective solution. The Developer acknowledges it is responsible for
3 acquiring the necessary right-of-way consistent with Special Condition
4 25(i) below. The Developer shall also be required to comply, at its
5 expense, with all permitting requirements associated with the
6 transportation improvements to be constructed by the Developer,
7 including SJRWMD requirements, except as to the Alternate 2 Condition
8 provided for in Special Condition 25(e) herein. Typical sections for
9 some of the transportation improvements are provided for in **Exhibit 11-**
10 **3**, and graphics for some of the transportation improvements are
11 provided for in **Exhibit 11-4**.

12 (iii) In any case where an improvement timing or monetary payment is
13 related to building permit or certificates of occupancy issuance which
14 generates a specified amount of external p.m. peak hour trips, this shall
15 be accounted for by application of the Institute of Transportation
16 Engineers ("ITE") trip generation rates for the particular type of land use
17 taking into consideration internal capture as provided for in **Exhibit 11-**
18 **5**.

19 (iv) Wherever these transportation conditions provide for the payment of
20 money to FDOT to satisfy a transportation condition, such payments
21 shall be adjusted at the time of payment based on change in the Producer
22 Price Index ("PPI") for Highway and Street Construction (published by
23 the U.S. Department of Labor) from and after the year 2010. For
24 reference the April 2010 PPI for Highway and Street Construction was
25 217.4.

26 (b) **Phase I Improvements.**

27 (i) **Employment Center Railroad Parcel.** The City desires to allow for
28 Employment Center development, at the option of the Developer, within
29 the DRI located on the portion of the Employment Center identified as
30 Area 1 on **Exhibit 2** (the "Employment Center Railroad Parcel") for the
31 purpose of job creation in advance of the Phase I transportation

mitigation improvements and in light of the fact that sufficient road network capacity exists to accommodate up to 455 external p.m. peak hour trips (the "Employment Center Trips").

(ii) **Bunnell Study.** Not later than issuance of the first building permit within Phase I of the DRI, the Developer, its successors or assigns, shall pay or cause to be paid \$250,000 to FDOT toward a transportation needs study to be engaged by FDOT (the "Bunnell Study"). The FDOT shall define the scope of the Bunnell Study with input from the Developer. The purpose of the Bunnell Study shall be to define traffic improvements to relieve congestion in the City of Bunnell on U.S. 1 and State Road ("S.R.") 100 and will include identification of transportation segments to be improved resulting from impacts reasonably attributable to this DRI to be funded (in whole or in part) by the Developer FDOT Contributions, as hereinafter defined. Such improvements are herein referred to as the "Bunnell Transportation Improvements". The Bunnell Study will also identify FDOT cost estimates for the segments of the Bunnell Transportation Improvements and potential funding sources, both long term and short term and including the Developer FDOT Contributions, which may be available to fund the Bunnell Transportation Improvements.

(iii) **Hargrove Grade Road.** Not later than issuance of the first certificate of occupancy (or equivalent authorization as to non-residential square footage) within Phase I of the DRI, but excluding certificates of occupancy or equivalent authorizations for development within the Employment Center Railroad Parcel generating up to the Employment Center Trips, the Developer shall cause Hargrove Grade Road to be reconstructed as a two (2) lane rural undivided roadway (and shall dedicate to the City right-of-way of approximately ninety (90) feet to accommodate this reconstruction and a future four (4) lane roadway of approximately one hundred forty (140) feet) from Otis Stone Hunter Road to the Palm Coast Parkway Extension (as defined below).

1 (iv) **Palm Coast Parkway Extension.** Not later than the issuance of
2 building permits which generate 1,400 external p.m. peak hour trips
3 within the DRI, the Developer shall cause to be constructed and
4 dedicated to the City, an extension of Palm Coast Parkway from U.S. 1
5 to Hargrove Grade Road (the "Palm Coast Parkway Extension") as a two
6 (2) lane rural undivided roadway with right-of-way dedication of
7 approximately 150 feet to accommodate a future four (4) lane suburban
8 divided roadway. This improvement shall include an above-grade
9 overpass at the intersection of the FEC Railroad and a new mast arm
10 signal at the intersection of U.S. 1 and the Palm Coast Parkway
11 Extension. The Developer shall commence design and permitting of the
12 Palm Coast Parkway Extension coincident with the commencement of
13 design and permitting of the Hargrove Grade Road segment specified in
14 Special Condition 25(b)(iii) above. The Palm Coast Parkway Extension
15 will be dedicated as a City roadway, and the City acknowledges that it
16 shall be the permit applicant for any wetlands permit application
17 submitted to the SJRWMD, USACOE or other applicable governmental
18 agency for any improvements to be made by the Developer under this
19 DRI related to the Palm Coast Parkway Extension; however, the
20 Developer shall cause any applicable wetlands permit application to be
21 prepared and processed at its expense.

22 (v) **Otis Stone Hunter Road.** Not later than issuance of the first certificate
23 of occupancy (or equivalent authorization as to non-residential square
24 footage) within Phase I of the DRI, but excluding certificates of
25 occupancy or equivalent authorizations for development within the
26 Employment Center Railroad Parcel generating up to the Employment
27 Center Trips (the "OSH Completion Date"), the Developer shall cause
28 Otis Stone Hunter Road to be reconstructed as a two (2) lane rural
29 undivided roadway section with right-of-way dedication to the City, of
30 approximately ninety (90) feet to accommodate this reconstruction and a
31 future four (4) lane suburban divided roadway (of approximately one

1 hundred forty (140) feet), from the existing Hargrove Grade Road to
2 west of the FEC Railroad crossing; provided, however, if the Developer
3 has completed construction of the Palm Coast Parkway Extension
4 improvements as provided for in Special Condition 25(b)(iv) above on or
5 before the OSH Completion Date, then in such event, this segment of
6 Otis Stone Hunter Road improvements shall be deferred and the
7 Developer shall cause it to be constructed not later than issuance of
8 building permits which generate 1,400 external p.m. peak hour trips
9 within the DRI. The Developer shall also be responsible for acquiring
10 approval from the appropriate maintaining agency for a traffic signal at
11 the intersection of Otis Stone Hunter Road and U.S. 1 and designing and
12 constructing such signal when the signal is warranted.

13 (c) **Phase II Improvements.**

- 14 (i) **Bunnell Transportation Improvements.** The Developer, its successors
15 or assigns, shall contribute or cause to be contributed to the FDOT
16 \$2,000,000 (a "Developer FDOT Contribution") toward design,
17 engineering and permitting of the Bunnell Transportation Improvements,
18 upon the later of thirty (30) days (i) written notice from FDOT of
19 completion of the Bunnell Study and identification of the Bunnell
20 Transportation Improvements or (ii) prior to issuance of building permits
21 for development that cumulatively with other development within the
22 DRI generate no more than 2,614 external p.m. peak hour trips within
23 the DRI. The Developer, its successors or assigns, shall also (a)
24 contribute funds to FDOT in the amount of \$5,000,000 toward
25 construction of the improvements identified in the Bunnell Study (a
26 "Developer FDOT Contribution"), or (b) the Developer shall provide
27 written notice to the FDOT of its intention to construct certain
28 improvements identified in the Bunnell Study and upon written notice of
29 approval from FDOT as to the improvements to be made, together with
30 the sequencing and the means and methods of construction and as to the
31 terms and conditions concerning the improvements, the Developer shall

construct the agreed upon improvements. The estimated cost of construction of the agreed upon improvements to be constructed by the Developer shall not be less than \$5,000,000. This proportionate share contribution of \$5,000,000 (adjusted for inflation to the time of payment) shall be paid to the FDOT, or in the alternative, the Developer shall provide written notice to the FDOT of intent to construct the improvements within ninety (90) days of written notice from FDOT of completion of the design of the improvements identified in the Bunnell Study or prior to issuance of building permits for development that, cumulatively with other development within the DRI, generate no greater than 2,614 external p.m. peak hour trips, whichever is later. Upon FDOT approval of the Developer undertaking construction of the improvements as provided for above, the Developer shall cause the improvement to be completed prior to issuance of building permits for development within the DRI, which cumulatively with other development within the DRI generate 4,754 external p.m. peak hour trips; which may be extended for any delay in FDOT delivery of the design of the applicable improvements, after generation of 3,684 external p.m. peak hour trips within the DRI. If the Developer does not make a timely election for the transportation improvement as provided for herein, the Developer shall be deemed to have elected option (a) above.

(ii) **Palm Coast Parkway Extension Phase II.** Not later than the issuance of building permits which generate 4,754 external p.m. peak hour trips within the DRI, the Developer shall cause to be constructed and dedicated to the City, a further extension of the Palm Coast Parkway Extension from the project entrance at Hargrove Grade Road to the DRI Village Center, as a two (2) lane rural undivided section of a future four (4) lane roadway with right-of-way of approximately one hundred and forty (140) feet to accommodate the future four (4) lane road.

(iii) **Hargrove Grade Road Extension.** Not later than the issuance of building permits which generate 4,754 external p.m. peak hour trips

1 within the DRI, the Developer shall cause Hargrove Grade Road to be
2 constructed as a two (2) lane rural undivided roadway and dedicate or
3 cause to be dedicated to the City from CR 13 to Otis Stone Hunter Road
4 (the "Hargrove Grade Road Extension") approximately 140 feet of right-
5 of-way for this transportation improvement, and to accommodate a
6 future four (4) lane roadway.

7 (iv) **Additional Phase II Improvements.** Additional Phase II alternate
8 roadway improvements are addressed in Special Condition 25(e) below.

9 (d) **Phase III Improvements.**

10 (i) **U.S. 1 Improvement.** The Developer agrees to construct a U.S. 1
11 widening improvement to a six lane divided facility from Otis Stone
12 Hunter Road to a southern termination at Woodland Avenue or to the
13 intersection of SR 100/20 with U.S. 1 if said widening can be completed
14 without the acquisition of any additional right of way between Woodland
15 Avenue and the SR 100/200 intersection. Recognizing that the U.S. 1
16 improvement provided for herein is not expected to be constructed until
17 approximately 2025, the Developer agrees to undertake and to complete
18 a State Environmental Impact Report (SEIR) for the widening project
19 (the SEIR limits shall be ¼ mile north of Otis Stone Hunter Road to ¼
20 mile south of SR 100/20) and to meet with FDOT prior to the issuance of
21 building permits that cumulatively, with other development in the DRI
22 generate 4,754 external p.m. peak hour trips, and on the basis of the
23 SEIR, to identify the project scope, and schedule for the design,
24 permitting, any necessary right of way acquisition, utility relocation and
25 construction of the U.S. 1 widening project. All phases of the widening
26 project shall be accomplished consistent with FDOT standards and

1 specifications. With the exception of the cost of acquisition of right of
2 way necessary to complete the segment between Woodland Avenue and
3 SR 100/20, the Developer shall be solely responsible for all costs of the
4 project. In the event the Developer and the FDOT shall jointly
5 determine, in writing, within thirty (30) days of the above referenced
6 FDOT meeting that the U.S. 1 project as described herein is not feasible
7 and cannot be accomplished, then prior to the issuance of building
8 permits which cumulatively with other development within the DRI
9 generate 5,971 external p.m. peak hour trips (the "U.S. 1 Improvement
10 Deadline"), at Developer's option, either the Developer shall obtain
11 approval of an alternate mitigation improvement pursuant to a Notice of
12 Proposed Change ("NOPC") to modify this DRI transportation Special
13 Condition 25(d)(i); or the Developer shall make payment of \$15.1
14 million (in 2010 dollars), adjusted for inflation to FDOT in satisfaction
15 of mitigation requirements of this Special Condition 25(d)(i) which shall
16 be used by FDOT for widening of U.S. 1 to mitigate significant and
17 adverse transportation impacts of the DRI or for the design and
18 construction of other transportation improvements to mitigate significant
19 and adverse transportation impacts of the DRI.

20 Not later than one hundred and twenty (120) days after the above
21 referenced meeting between the Developer and FDOT, if Developer and
22 the FDOT determine this U.S. 1 improvement to be feasible as provided
23 above, FDOT shall provide written notice to Developer of FDOT's
24 decision to have the Developer construct the U.S. 1 six lane widening
25 improvement to a southern termination at (a) Woodland Avenue or (b) to

1 the intersection of SR 100/20 within existing FDOT right of way
2 (including an FDOT approved typical section) or (c) to the intersection
3 of SR 100/20 based on the acquisition of additional necessary right of
4 way that is to be acquired by FDOT. If FDOT fails to make a timely
5 election as provided for herein, then the Developer shall be obligated to
6 complete the construction of the U.S. 1 improvement to a southerly
7 termination at Woodland Avenue.

8 In the event FDOT elects not to acquire additional right of way that
9 would be necessary to construct the segment south of Woodland Avenue
10 to the SR 100/20 intersection and in the event no additional right of way
11 is necessary to construct the improvement to a southern terminus of
12 Woodland Avenue, then Developer shall initiate construction of this U.S.
13 1 project to the Woodland Avenue intersection of U.S. 1 not later than
14 the U.S. 1 Improvement Deadline.

15 In the event acquisition of right of way is necessary to construct the
16 improvements, the FDOT shall program a right of way phase to
17 accomplish the acquisition. The FDOT shall administer the acquisition
18 process. For right of way necessary to be acquired for a project with a
19 southern termination of Woodland Avenue, the Developer shall be
20 responsible for all costs associated with said acquisition. For right of
21 way necessary to complete the segment south of the Woodland Avenue
22 intersection to the southern terminus of SR 100/20, the FDOT shall be
23 responsible for the acquisition cost thereof.

24 In the event additional right of way is necessary to construct the
25 improvement selected, then Developer shall be obligated to begin

1 construction of this U.S. 1 project upon the later of (i) the U.S. 1
2 Improvement Deadline, or (ii) within ninety (90) days of FDOT
3 notifying Developer that FDOT has certified that the necessary right of
4 way has been acquired and cleared.

5 The Developer shall be responsible to design the improvement and the
6 FDOT shall review and approve the design at 30% completion, 60%
7 completion, 90% completion and upon 100% completion of the plans.
8 Survey and mapping shall be accomplished by the Developer, in
9 accordance with FDOT standards, during the design phase. FDOT shall
10 review and approve the survey and mapping throughout the process to
11 assure consistency and compliance with FDOT standards.

12 The Developer shall complete construction of this U.S. 1 improvement
13 project within two (2) years of the date of initiation of construction of the
14 project. Construction shall be accomplished in accordance with FDOT
15 specifications and standards and shall be completed by a pre-qualified
16 FDOT prime contractor and a FDOT pre-qualified CEI firm. All plans
17 for the project shall be reviewed and approved by FDOT prior to
18 Developer's letting of the project.

19 In the event Developer fails to make timely payment of any funds due
20 FDOT under this Special Condition 25(d)(i) or if Developer fails to
21 commence or complete construction of any improvements provided for
22 in this Special Condition 25(d)(i) on a timely basis the Developer shall
23 not be entitled to issuance of additional building permits within the DRI
24 from and after such default.
25

(ii) **CR 13 Alternate Improvements and Signalization.** The County desires to allow for alternate selection of the CR 13 transportation improvements. The "Alternate 1 CR 13 Improvement", shall be to widen the existing ten (10) foot cross-section of CR 13 to twelve (12) feet with paved shoulders from the Hargrove Grade Road Extension to U.S. 1 which shall maintain the existing at grade FEC Railroad crossing. The "Alternate 2 CR 13 Improvement" shall be widening of CR 13 from the Hargrove Grade Road Extension to Sawgrass Road to a four (4) lane facility with the design, permitting and right-of-way acquisition for such widening improvement to be the responsibility of the County, at its sole cost and expense. Not later than issuance of building permits for improvements which generate up to 4,754 external p.m. peak hour trips within the DRI, the Developer shall provide written notice to the County to make an election as to the CR 13 Alternate Improvement and the County shall have ninety (90) days from receipt of such notice to provide written notice to the Developer (the "County Notice") of its election of either the Alternate 1 CR 13 Improvement or the Alternate 2 CR 13 Improvement; provided however the County may elect the Alternate 2 CR 13 Improvement only if the County Notice is accompanied by written evidence that the County has completed design, permitting and all right-of-way acquisition necessary for the Developer to construct the Alternate 2 CR 13 Improvement (the "Alternate 2 CR 13 Condition"). If the County fails to provide timely County Notice as to the CR 13 Alternate Improvement elected or fails to meet the Alternate 2 CR 13 Condition, then the County shall be deemed to have elected the Alternate 1 CR 13 Improvement. This is a one time election on the part of the County and once elected (or deemed elected) shall be irrevocable. The elected or deemed elected CR 13 Alternate Improvement shall be completed not later than issuance of building permits for development which generates 7,188 external p.m. peak hour trips within the DRI. In addition to the foregoing, the Developer shall also be responsible for

acquiring approval from the appropriate maintaining agency for a traffic signal at the intersection of CR 13 and U.S. 1 and designing and constructing such signal when the signal is warranted.

(iii) **FDOT Phase III Contribution.** The Developer, its successors or assigns, shall (a) contribute funds to FDOT in the amount of \$2,500,000.00 toward planning, design, engineering, permitting or construction of improvements identified in the Bunnell Study (a "Developer FDOT Contribution"), or (b) the Developer shall provide written notice to the FDOT of its intention to construct certain improvements identified in the Bunnell Study and upon written notice of approval from FDOT as to the improvements to be made, together with the sequencing and the means and methods of construction and as to the terms and conditions concerning the improvements, the Developer shall construct the agreed upon improvements. The estimated cost of construction of the agreed upon improvements to be constructed by the Developer shall not be less than \$2,500,000. This proportionate share contribution of \$2,500,000 (adjusted for inflation to the time of payment) shall be paid to the FDOT, or in the alternative, the Developer shall provide written notice to the FDOT of intent to construct the improvements, within ninety (90) days after issuance of building permits for development within the DRI that, cumulatively with other development within the DRI, generate no greater than 4,754 external p.m. peak hour trips, (the "Election Date"). If for any reason the Developer does not make a timely election for the transportation improvements as provided for herein, the Developer shall be deemed to have elected option (a) above. Upon FDOT approval of the Developer undertaking construction of the improvements as provided for above, the Developer shall cause the improvements to be completed not later than two (2) years from the Election Date.

(iv) **Royal Palms Extension.** The Developer shall reserve a right-of-way having a width of one hundred and fifty (150) feet and a length not to

1 exceed four thousand (4,000) linear feet, for an extension of Royal Palms
2 Parkway traversing the southeastern portion of the DRI Property through
3 the area designated as the Employment Center on Map H (**Exhibit 1**)
4 with the precise location of such right-of-way to be determined by the
5 Developer in coordination with the City at the time of the Conceptual
6 MDP and which shall not include more than 0.50 acres of jurisdictional
7 wetlands within such right-of-way ("the Royal Palms ROW"). The
8 Developer shall contribute or cause to be contributed the Royal Palms
9 ROW to the City not later than the issuance of building permits which
10 generate 6,000 external p.m. peak hour trips within the DRI. The
11 Developer shall also reserve up to one and one-half (1.5) upland acres in
12 a location determined by the Developer within one hundred (100) feet of
13 the Royal Palms ROW to accommodate anticipated stormwater ponds to
14 serve the future roadway within the Royal Palms ROW (the "Upland
15 Stormwater Lands"). In the event the Upland Stormwater Lands cannot
16 accommodate the necessary stormwater detention for the Royal Palms
17 ROW roadway, the Developer shall convey or cause to be conveyed to
18 the City up to two (2) additional acres of land within the Conserved
19 Wetlands to accommodate stormwater ponds (the "Wetland Stormwater
20 Lands"), provided the SJRWMD and/or the FFWCC determine that
21 locating the stormwater ponds within the Wetland Stormwater Lands
22 does not adversely affect the Habitat Management Plan or ERP permit
23 requirements. The City shall be responsible for all costs of design,
24 permitting, wetlands or other mitigation to construct any improvement
25 within the Royal Palms ROW, the Wetland Stormwater Lands or the
26 Upland Stormwater Lands, any costs of acquisition for any additional
27 lands from the Developer outside the Royal Palms ROW (other than the
28 Upland Stormwater Lands and Wetland Stormwater Lands) or providing
29 the necessary connections to the existing Royal Palms roadway. The
30 Developer shall have no obligation beyond the land contributions of the
31 Royal Palms ROW, the Upland Stormwater Lands and the Wetland

Stormwater Lands provided for herein. The City further agrees that the setbacks and landscaping requirements applicable to construction of improvements within the Employment Center lands adjacent to the Royal Palms ROW shall be minimized to allow maximum usable lands and shall be finalized during the rezoning process set forth in General Condition 14(b) above. The deed of conveyance of the Royal Palms ROW shall contain a deed restriction limiting its use to a public road, and the deed of conveyance of the Wetland Stormwater Lands and/or the Upland Stormwater Lands shall contain a deed restriction limiting its use to drainage or stormwater conveyance improvements.

- (v) **Additional Phase III Improvements.** Additional Phase III alternate roadway improvements are addressed in Special Condition 25(e) below.

(e) **Alternate Phase II and III Improvements.**

- (i) **Overview of Alternate Improvements.** The City desires to allow for alternate selections of certain transportation mitigation plan improvements, having equivalent mitigation value, in Phase II and III of the DRI. To properly integrate the improvement plan selected, the initial election made as to Phase II will determine the course of any remaining phases of the alternate mitigation plan as described in this section.

- (ii) **Alternate Mitigation Plan.** At anytime after issuance of building permits that generate 2,614 external p.m. peak hour trips, the Developer may provide written notice to the City of its intent to commence construction of the "Alternate Mitigation Plan". The City shall have ninety (90) days to evaluate the alternatives and provide written notice to the Developer (the "City Notice") of its election of one (and only one) of the below listed Alternates 1, 2, or 3 as the Alternate Mitigation Plan. If the City elects Alternate 2, then as a condition to such election, the City shall provide, at its expense with the City Notice, evidence that it has acquired and shall provide adequate right-of-way for any stormwater ponds necessary to serve that portion of Belle Terre Parkway contained within Alternate 2 (the "Alternate 2 Condition"). If the City fails to

1 provide timely City Notice as to the Alternate Mitigation Plan, or fails to
2 meet the Alternate 2 Condition, then the City shall be deemed to have
3 elected Alternate 1. This is a one time election on the part of the City
4 and once elected (or deemed elected) shall be irrevocable.

5 (iii) **Alternate 1.** (x) Not later than issuance of building permits which
6 generate 4,754 external p.m. peak hour trips within the DRI, the
7 Developer shall cause Royal Palms Parkway to be widened to a four (4)
8 lane suburban divided roadway from U.S. 1 to Rymfire Drive; and (y)
9 not later than issuance of building permits which generate 6,000 external
10 p.m. peak hour trips within the DRI, the Developer shall cause to be
11 constructed the necessary improvements to widen Royal Palms Parkway
12 from Rymfire Drive to Belle Terre Parkway to a four (4) lane suburban
13 divided roadway and a new mast arm signal at the intersection of Royal
14 Palms Parkway and Belle Terre Parkway.

15 (iv) **Alternate 2.** (x) Not later than issuance of building permits which
16 generate 4,754 external p.m. peak hour trips within the DRI, the
17 Developer shall cause Palm Coast Parkway to be widened to a six (6)
18 lane suburban divided roadway from U.S. 1 to Pine Lakes Parkway; and
19 (y) not later than issuance of building permits which generate 6,000
20 external p.m. peak hour trips within the DRI, the Developer shall cause
21 Belle Terre Parkway to be widened to a six (6) lane suburban divided
22 roadway from Royal Palms Parkway to Easthampton Boulevard.

23 (v) **Alternate 3.** Not later than issuance of building permits which generate
24 6,000 external p.m. peak hour trips within the DRI, the Developer shall
25 cause the Palm Coast Parkway Extension to be widened to a four (4) lane
26 suburban divided roadway from the eastern boundary of the DRI
27 Property to U.S. 1.

28 (f) **Signalization.** If signalization is not warranted for any of the signalization
29 improvements referenced in this Special Condition 25 above, at the time
30 required for the particular improvement, then the requirement for construction of
31 the particular mast arm signal shall be tolled until the signalization is warranted

pursuant to FDOT regulations. In the event signalization is not warranted for any of the signalization improvements referenced above prior to the DRI buildout date, then the Developer may satisfy any such signalization which is not then warranted by payment of \$260,000 for each signalization improvement to the applicable maintenance entity.

(g) **FDOT Agreement.** The Neoga Lakes Development of Regional Impact Transportation Proportionate Share Agreement (the "Transportation Agreement") entered into between the FDOT and the Developer and attached as **Exhibit 11-6** reflects the FDOT acceptance of the transportation mitigation plan set forth herein in this Special Condition 25 and the agreement of the FDOT to accept improvements within the jurisdiction of FDOT for maintenance upon completion pursuant to Rule 9J-2, Florida Administrative Code. Satisfaction of the Transportation Agreement shall represent full mitigation of the DRI's impacts to state roads.

(h) **New Brick Parkway.** The Developer shall cause to be constructed and dedicated to the City a two (2) lane rural undivided section of a future four (4) lane roadway with right-of-way to accommodate the future four (4) lane road, from the DRI Village Center to the northern DRI Property boundary as generally depicted on Map H (**Exhibit 1**) (the "New Brick Parkway"), at the time of the development of, and to provide access to, certain parcels within this area of the DRI consistent with City Ordinance Code standards. If not previously commenced, the Developer shall commence design and permitting of the New Brick Parkway from its then terminus within the DRI Property to the northern DRI Property boundary not later than the issuance of building permits which generate 4,450 external p.m. peak hour trips within the DRI. The Developer shall be required to accelerate or cause to be accelerated commencement of construction of the New Brick Parkway from its then terminus within the DRI Property to the northern DRI boundary upon the last to occur of (i) issuance of building permits which generate 4,754 external p.m. peak hour trips within the DRI or (ii) commencement of construction of the full limits of the New Brick Parkway by the Old Brick Township ("OBT") developer from the OBT common

boundary within the DRI to U.S. 1, as evidenced by a fully executed construction contract for the roadway improvement limits referenced above and issuance of a notice to proceed to the contractor for such improvements. The exact right-of-way width for the portion of New Brick Parkway traversing the DRI shall be finalized during the rezoning process described in General Condition 14(b) above. The Developer will coordinate the alignment and cross-section of the connection point of the New Brick Parkway at the northern DRI Property boundary with the OBT developer and the City to ensure consistency and compatibility.

- (i) **City Use of Eminent Domain.** The Developer is responsible for obtaining the necessary right-of-way to construct the transportation improvements identified in this Special Condition 25 that will be constructed by the Developer. However if requested by the Developer, the City shall (to the extent allowed by law) consider exercising its power of eminent domain as necessary to acquire right-of-way for any improvements to be constructed by the Developer pursuant to this Special Condition 25 to the extent that such right-of-way is not owned by the Developer or its affiliates. All costs of obtaining such right-of-way (whether to be paid to the landowners of lands acquired, consultants, expert witnesses, court costs or outside attorneys' fees) shall be borne by the Developer. In the alternative, upon a request by the Developer, the City shall (to the extent allowed by law) consider granting to a CDD the power to exercise eminent domain to acquire such rights-of-way or any portion thereof. In the event the City elects not to exercise its eminent domain power, the City shall reimburse the Developer or the CDD (as directed by them) fifty percent (50%) of the amount by which the purchase price paid by the Developer or CDD for right-of-way as to which the City has declined to exercise eminent domain, exceeds one hundred percent (100%) of the fair market value thereof (the "City Reimbursement"). For purposes of this Special Condition 25(i), fair market value shall be determined by two (2) appraisals conducted by two (2) members of the appraisal institute (MAI) listed on the approved list of appraisers by the City or FDOT, one (1) to be selected by the Developer and one (1) to be selected

1 by the City (the "Appraisals"). The average of the two (2) Appraisals shall be
2 the fair market value. The City and the Developer shall each bear the expense of
3 the appraiser they select. The City shall make payment of the City
4 Reimbursement within ninety (90) days of receipt of demand accompanied by
5 the Appraisals.

6 (j) **Transportation Management Organization.** The Developer shall participate
7 in a Transportation Management Organization ("TMO") established by the City
8 or other public transportation planning entity.

9 (k) **Alternative Forms of Transportation.** In order to promote alternative forms
10 of transportation, at buildout the Developer shall provide an extensive multi-use
11 pathway system generally located along arterial and collector roads within the
12 DRI and along the Palm Coast Parkway Extension from the DRI to U.S. 1 (the
13 "Pathway System") which will offer DRI residents an alternative to the
14 automobile for vehicular travel. The specific location of the Pathway System
15 will be coordinated with the City and SJRWMD as provided for in this
16 Development Order. The Pathway System will be designed to be ten (10) feet in
17 width and include a paved path capable of accommodating bicycles, golf carts,
18 low speed vehicles and pedestrians. The Pathway System may also traverse
19 through the Conservation Corridor, in which case it may consist of pavement or
20 natural materials appropriate to the proposed use and intensity to minimize the
21 impact of the ecological functions of the Conservation Corridor and to allow
22 wildlife movement throughout the Conservation Corridor. Operation of golf
23 carts and low speed vehicles upon the Pathway System and the DRI Property
24 shall be in compliance with any local or state laws and regulations. However,
25 the City acknowledges that the DRI shall not be subjected to any laws or rules
26 hereinafter adopted by the City that are more restrictive than the state
27 requirements governing the use of golf carts and low speed vehicles in Chapters
28 316 and 320, Florida Statutes, as may be amended, within the DRI Property,
29 unless agreed to by the Developer. Construction of the Pathway System within
30 the DRI Property may occur in stages or phases consistent with the timing of
31 development of surrounding development parcels until buildout of the DRI.

Construction of the portion of the Pathway System located outside the DRI Property will occur during construction of the portion of the Palm Coast Parkway Extension located outside the DRI Property. A CDD, HOA, POA, or the City, if it accepts maintenance responsibility, will be responsible to maintain the portion of the Pathway System located within the DRI Property and the City shall maintain the portion of the Pathway System located outside the DRI Property. In addition to the Pathway System, the Developer shall set aside right-of-way for transit facility stops in the DRI Property, and design a bus transfer facility that will accommodate up to four (4) buses and associated priority parking within the Village Center in the DRI.

- (l) **Impact Fees.** The City acknowledges that the Developer is entitled to impact fee credits for the proportionate share mitigation improvements and payments provided for in this Special Condition 25, pursuant to the Impact Fee Documents for all the City maintained transportation improvements.

26. **Air Quality.** The following dust control measures shall be required by contractors during construction within Neoga Lakes:

- (a) Moisten soil or use resinous adhesives on barren areas, which shall include, at a minimum, all roads, parking lots, and material stockpiles;
- (b) Use mulch, liquid resinous adhesives with hydro-seeding or sod on all landscape areas or areas awaiting building activities;
- (c) Remove soil and other dust-generating material deposited on paved streets by vehicular traffic, earth moving equipment, or soil erosion; and
- (d) Cover open-top haul trucks during transit and maintain internal haul roads.

As part of any land clearing activities associated with the initial construction of parcels within the DRI, the Developer may utilize open burning in accordance with the City Ordinance Code. The Developer shall utilize best operating practices in conjunction with any open burning, which may include the use of air curtain incinerators if required by the City Fire Department.

27. **Workforce Housing.** The Developer shall construct or cause to be constructed a minimum of 350 for-sale or for-rent “workforce housing” units (as hereinafter defined) within the DRI within the timeframes set forth herein. Construction of at least 175 workforce housing units shall be commenced no later than issuance of the 4,840th residential building permit within the DRI. Construction of the remaining 175 workforce housing units shall be commenced no later than issuance of the 1,080th residential building permit for construction within DRI Phase III. “Workforce housing” is defined as housing that is affordable to a person who earns less than 120 percent of the area median income, or less than 140 percent of the area median income as well as located in a county in which the median purchase price for a single family existing home exceeds the statewide median purchase price of a single family existing home. A “statewide median purchase price of a single family existing home” means the statewide purchase price as determined in the Florida Sales Report, Single-Family Existing Homes, released each January by the Florida Association of Realtors and the University of Florida Real Estate Research Center. Such workforce housing shall be subject to a recorded land use restriction with the City as a named third party beneficiary that shall be for a period of not less than twenty (20) years and that includes resale provisions to ensure long-term affordability for income-eligible homeowners and renters, such as but not limited to, a cap on the resale price of a home that is tied to not more than a fixed percentage above the Consumer Price Index for All Urban Consumers (CPI-U). In its eligibility review of perspective purchasers for such workforce housing units, the Developer or its assigns may give priority status to persons working in the DRI or within a three (3) mile radius of the DRI. Any rental of workforce housing, including rental of units previously for sale to owner-occupants, shall be to persons meeting the above affordability criteria through a program supervised by the City or housing organization designated by the City to ensure that only persons meeting the income limitations set forth above occupy such affordable housing during the twenty (20) year deed restriction period. As to for-sale workforce housing, the Developer shall notify the City or its designated housing organization (as directed by the City) as to which units will have a price restriction on resale at such time that each unit is closed and the names of purchasers, their mailing addresses, their property descriptions and the date of sale.

1 Additionally, as part of the biennial report to the City, information regarding workforce
2 housing within the DRI shall be included. This information shall contain, at a minimum:
3 homestead exemption status, sales figures and rental as to workforce housing units only.
4

5 **28. Civic Sites.**

6 (a) **Fire/Police Site.** The Developer shall convey or cause to be conveyed to the
7 City up to two and one-half (2.5) upland acres (the "Fire/Police Site") for a co-
8 located fire and/or rescue station and sheriff substation (the "Fire/Police
9 Facilities") at a location mutually acceptable to the Developer and the City
10 within the Village Center as depicted on Map H (**Exhibit 1**) not later than
11 issuance of the last certificate of occupancy (or equivalent authorization as to
12 non-residential square footage) in Phase I. The City shall complete construction
13 of the Fire/Police Facilities by the end of Phase II. In the event the City does not
14 complete construction of the Fire/Police Facilities by the end of Phase II, the
15 City shall maintain a public park or open space area on the Fire/Police Site until
16 construction of the Fire/Police Facilities. For purposes of this Special Condition
17 28(a), completion of construction occurs when the City receives the certificate
18 of occupancy or its functional equivalent for the Fire/Police Facilities to be
19 constructed upon the Fire/Police Site. The conveyance of the Fire/Police Site to
20 the City shall include a deed restriction limiting the uses to a co-located fire
21 and/or rescue station, sheriff substation, park and open space, library or
22 museum. The City shall be responsible, at its own expense, for any
23 modifications to this Development Order or related land use approvals, as may
24 be necessary to allow for development of the Fire/Police Site as anything other
25 than the Fire/Police Facilities. Development on the Fire/Police Site shall not
26 exceed the transportation impacts or water capacity demands as contemplated
27 from the use of the Fire/Police Facilities purposes in the ADA.

28 (b) **Civic Site.** The Developer shall convey or cause to be conveyed to the City up
29 to two and one-half (2.5) upland acres (the "Civic Site") for a fire and/or rescue
30 station, governmental offices, park and open space, library or museum (the
31 "Civic Uses") if requested by the City prior to issuance of the first certificate of

1 occupancy (or equivalent authorizations as to non-residential square footage) in
2 Phase III, provided that the City shall have completed construction of the
3 Fire/Police Facilities pursuant to Special Condition 28(a) above. The City
4 acknowledges that its present intention is to construct a fire and/or rescue station
5 on the Civic Site. The Civic Site shall be in a location mutually acceptable to
6 the Developer and the City in the northern portion of the DRI Property, and the
7 final location shall not require any modification to Map H (**Exhibit 1**) or a
8 NOPC. The Developer shall give the City written notice of the issuance of the
9 first certificate of occupancy (or equivalent authorization as to non-residential
10 square footage) in Phase III, and the City shall have sixty (60) days thereafter to
11 notify the Developer that the City requests conveyance of the Civic Site to the
12 City. In the event the City does not provide timely written notice requesting
13 conveyance of the Civic Site, the Developer shall be released of any condition as
14 to conveyance of the Civic Site to the City, and this Special Condition 28(b)
15 shall expire and shall no longer be applicable to this Development Order or the
16 DRI. The conveyance of the Civic Site to the City shall include a deed
17 restriction limiting the use to the Civic Uses. The City shall be responsible, at
18 its expense, for any modifications to this Development Order or related land use
19 approvals, as may be necessary to allow for development of the Civic Site as
20 anything other than a fire and/or rescue station. Development on the Civic Site
21 shall not exceed the transportation impacts or water capacity demands as
22 contemplated from the use of the Civic Site for fire and/or rescue station
23 purposes in the ADA.

24 (c) **Architectural Requirements**. The architectural guidelines and requirements
25 for the Fire/Police Facilities and the Civic Uses shall be included in the rezoning
26 for Neoga Lakes, as described in General Condition 14(b) above.

27 (d) **Impact Fees**. The City acknowledges that the Developer shall be entitled to fire
28 and rescue system impact fee credits for the conveyance of the Fire/Police Site
29 and Civic Site pursuant to the Impact Fee Documents.
30
31

29. **Recreation and Open Space.**

- (a) No later than two (2) years from issuance of the first residential building permit within the DRI, the Developer shall commence construction of a public park of up to 29 upland acres (the "Public Park") generally located in the area depicted on Map H (**Exhibit 1**) as Park/Open Space located west of the Institutional site. For purposes of this Special Condition 29(a), commencement of construction occurs when construction of horizontal infrastructure begins on the Public Park. The improvements to be constructed or cause to be constructed by the Developer within the Public Park shall include, but not be limited to, a junior Olympic swimming pool, including changing rooms and restrooms, a playground and play field(s) and parking areas for the Public Park. The City may also construct a library or museum on the Public Park, in which event the City shall, at its expense, be responsible for any modifications to this Development Order or related land use approvals, as may be necessary to allow for a library or museum. Development on the Public Park shall not exceed the transportation impacts or water capacity demands as contemplated from the use of the Public Park for a public park. The conveyance shall be without warranty other than deed warranties, however, the Developer shall assign all construction warranties for any improvements it constructs to the City at the time of conveyance of the Public Park. The City agrees, to operate the Public Park so as to provide the Developer, its successors and assigns, the protections afforded under Section 375.251, Florida Statutes, and to assume all responsibility and liability for operation of the Public Park upon the City's ownership and operation of the Public Park. Prior to commencement of construction of the Public Park, the School Board, the City and the Developer shall agree upon a site plan depicting co-location of public school facilities to be constructed on the School Site (as defined in Special Condition 30 below) with the Public Park improvement. If the School Site is improved with public school facilities by the School Board, the School Board and the City shall consider operating the Public Park and public school together as a co-located facility. The Developer shall construct the Public Park improvements in the timeframe specified herein so as to

1 facilitate such potential co-location when public school facilities are constructed.
2 The conveyance of the Public Park shall include a deed restriction limiting the
3 uses to a public park (with the uses indicated above), recreational facilities, a
4 library and/or museum and providing for the potential co-location by the School
5 Board and the City which will allow for public access to the School Site and the
6 recreational or athletic facilities.

- 7 (b) The Developer shall convey or cause to be conveyed to the City an area for the
8 development and operation of a City owned and operated swimming facility
9 open to the general public of no more than four (4) acres to be located at Lake
10 Neoga in a location as selected by the Developer (the "Public Beach") provided
11 the City, at its sole expense, shall at all times (i) maintain liability insurance with
12 limits acceptable to the Developer; (ii) construct and maintain restrooms,
13 parking and concession areas for the Public Beach; (iii) construct and maintain a
14 security gate prohibiting access to the Public Beach when closed for operations,
15 and (iv) obtain any required permits and comply with any and all permits and
16 code requirements that are required to satisfy water quality standards or other
17 health, safety and welfare requirements required by law, rule or regulation
18 applicable to public swimming at the Public Beach (the "Public Beach Facilities
19 and Requirements"). The Developer shall be obligated to convey the Public
20 Beach and provide access to the Public Beach to the City, only at such time as
21 (i) the DRI project road in proximity to the Public Beach has been completed by
22 the Developer; and (ii) the Developer and the City shall execute a mutually
23 acceptable operational agreement which shall include, among other things,
24 provisions for the Public Beach, to be operated so as to provide the Developer,
25 its successors and assigns, the protections afforded under Section 375.251,
26 Florida Statutes, remedies for default and mutually acceptable provisions for
27 security, hours of operation, lifeguard duties and maintenance of the Public
28 Beach. The City shall be responsible for constructing and maintaining any
29 access necessary to connect the DRI project road to the Public Beach boundary
30 (the "Public Beach Access"), and the Developer shall provide an easement for
31 ingress and egress to the City as may be necessary to construct and maintain the

Public Beach Access. If the Developer and the City after negotiating in good faith do not reach agreement on the terms of an operational agreement prior to issuance of the first certificate of occupancy (or equivalent authorization as to non-residential square footage) in Phase II, this Special Condition 29(b) shall terminate and the Developer shall be released from any DRI condition with regard to conveyance of the Public Beach. The conveyance of the Public Beach site and access easement to the City shall include a deed restriction limiting the use of the site to the above listed uses and including such right of re-entry and easement termination.

(c) The community and neighborhood parks within the DRI shall consist of active and passive uses and be owned and maintained by a CDD, HOA or POA, and at the option of the Developer access may be restricted to residents of the DRI. The location of the community and neighborhood parks and description of associated improvements will be included in the rezoning for Neoga Lakes as described in General Condition 14(b) above.

(d) Development within Neoga Lakes shall occur consistent with the adopted level of service standards for recreation and open space identified in the City Comprehensive Plan and the CMS. The Developer may satisfy this level of service standard through subsections (a) – (c) above, so long as the park and open space areas are open to the public.

30. **Education.**

(a) Prior to any residential development within the DRI Property, the Developer shall enter into the Proportionate Share Agreement with the City and the Flagler County School Board.

(b) The Developer shall be responsible for mitigating impacts to the Flagler County Public Schools for the DRI residential units, excluding any age-restricted units, developed within the DRI Property with the amount of such mitigation to be specified in the Proportionate Share Agreement. The Developer, pursuant to the Proportionate Share Agreement, shall satisfy this proportionate share mitigation amount by the following:

- (i) the conveyance of the School Site (as described below);
- (ii) the payment of the school impact fees in accordance with the School Impact Fee Ordinance;
- (iii) the payment of the capital portion ad valorem tax to be derived from the DRI; and
- (iv) the payment of an additional school mitigation fee.

Subsections (i) through (iv) above shall be considered as part of the mitigation provided to satisfy school concurrency requirements pursuant to Section 163.3180(13)(e), Florida Statutes. The Proportionate Share Agreement shall address and mitigate for all school concurrency impacts of residential development approved under this Development Order.

- (c) The Developer shall convey to the School Board a site not to exceed one hundred fifteen (115) contiguous upland acres, (after taking into consideration the wetland mitigation provided by the Developer as set forth in the Proportionate Share Agreement and this Special Condition 30), within the DRI Property at the location as generally depicted on Map H (**Exhibit 1**) as Institutional (the "School Site"). The conveyance of the School Site shall occur no earlier than six (6) months after issuance of the first building permit for vertical construction of residential units in the DRI.

- (d) The Developer shall be required, at its expense, to mitigate for wetland impacts on the School Site, provided that the School Board shall provide the Developer adequate information regarding the expected wetland impacts of the School Site development with which to process wetlands permit applications. The Developer shall also provide stormwater detention for the School Site as part of the DRI master stormwater treatment system that will be located outside the School Site boundary. Water, sewer, power and telephone lines or conduit shall be provided to the School Site by the Developer, at its expense. The wetland mitigation, stormwater and utility requirements set forth in this subsection shall be incorporated into the Proportionate Share Agreement.

- (e) Nothing in this Development Order waives impact fee credits otherwise due for mitigation provided to satisfy school concurrency.

(f) Nothing in this Development Order is intended to change the existing law exempting age-restricted adult communities from school impact fees. No school impact fee is owed under this Development Order as a result of constructing age-restricted adult communities within the DRI so long as said communities meet the requirements set forth in the School Impact Fee Ordinance which is in effect at the time a building permit is issued.

31. **Community Development District.** The Developer has indicated that it may form one (1) or more CDDs within the DRI pursuant to Chapter 190, Florida Statutes, as it may be amended from time to time. The City expressly maintains all rights available to it pursuant to Chapter 190, Florida Statutes, related to the proposed establishment of a CDD by the Developer. Any CDD for Neoga Lakes approved pursuant to Chapter 190, Florida Statutes, which statutory review process may include City participation to the extent provided for in Chapter 190, Florida Statutes, may finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate and maintain projects, systems and facilities for the purposes described in Section 190.012, Florida Statutes, including, but not limited to, any of the indicated transportation, potable water, school and park improvements set forth in this Development Order and any other project required or authorized by this Development Order. Construction or funding by any such CDD of all such projects within or without the boundaries of the CDD required by this Development Order or necessary to serve the development approved by this Development Order is expressly approved. If the Developer is required by this Development Order to provide, pay for or otherwise cause to be provided, infrastructure, projects, systems or facilities set forth in Chapter 190, Florida Statutes, including, without limitation, those in Sections 190.012(1) and (2), Florida Statutes, then the CDD independently may satisfy such obligations. To the extent any such obligation under this Development Order is met or performed by a CDD, then the Developer shall no longer be subject to the obligation. The Developer proposes and the City agrees that, in the event that any contributions of land, money (including "proportionate fair share payments" or "pipelining amounts"), or improvements funded or constructed with funds from a CDD give rise to impact fee credits to the CDD, then

1 such impact fee credits shall be established in the name of the CDD pursuant to the
2 Impact Fee Documents.

3
4 32. **Historical and Archaeological Sites.**

5 (a) A Cultural Resource Assessment Study has been submitted to and approved by
6 the State Historic Preservation Office ("SHPO"). Sites 8FL845, 8FL846,
7 8FL152, and 8FL854 shall be preserved onsite. Preservation of these sites shall
8 not preclude the City or any other entity from enhancing the sites.

9 (b) No structures shall be constructed within Site 8FL861, which represents a
10 portion of the former FEC Railway Line that traverses the DRI Property.

11 (c) Old Brick Road (Site 8FL155) as defined in General Condition 9(o) above and
12 as generally depicted on Map H (**Exhibit 1**) is a roadway maintained by the
13 County and located outside the DRI Property. If approved by the County, the
14 Developer, shall repair portions of Old Brick Road to allow bicycle, pedestrian
15 and limited vehicular activities on Old Brick Road. Any funds expended by the
16 Developer for the improvement of Old Brick Road as provided for herein shall
17 be conditioned upon such funds being eligible for City park impact fee credits
18 pursuant to the City Impact Fee Documents. The City shall provide to the
19 Developer a written determination prior to the Developer commencing any
20 improvement to Old Brick Road that such improvements are eligible for park
21 impact fee credits, absent such written determination, the Developer shall not be
22 required to improve or repair Old Brick Road and this Development Order
23 Condition regarding such improvement shall expire and shall no longer be
24 applicable to this Development Order or the DRI. Development activities within
25 the DRI shall not result in a realignment of Old Brick Road. Directional and
26 informational signage shall be provided by the Developer to direct and educate
27 the public about the historic significance of Old Brick Road. In consultation
28 with FDOT, the Developer will implement, if required, weight restrictions to
29 limit impacts on Old Brick Road from construction traffic within the DRI.
30 Development within the DRI will not result so as to isolate or restrict public
31 access to Old Brick Road. In conjunction with the City, the County, and other

1 stakeholders (e.g., Heritage Crossroads CME), the Developer will develop an
2 Old Brick Road master plan detailing strategies for continued use and
3 preservation of Old Brick Road.

- 4 (d) Should any additional significant historical and archaeological resources, as
5 interpreted by SHPO, be discovered in the course of development on the DRI
6 Property, the Developer shall immediately notify the Division of Historical
7 Resources ("DHR") and the City and stop construction within the area the
8 resource is located. No disruption of the findings shall be permitted until any
9 further studies required by DHR are completed, DHR has rendered a
10 recommendation and a mitigation plan has been agreed upon by the Developer
11 and the DHR.
12

13 33. **Green Development Standards.**

- 14 (a) Development within Neoga Lakes shall meet the Florida Green Building
15 Coalition ("FGBC") Green Development Certification Standard or performance
16 standards which achieve substantially equivalent environmental benefits (the
17 "Green Development Standard"). The DRI will achieve the Green Development
18 Standard by addressing the following six (6) categories;

- 19 (i) Protecting natural ecosystems and conserving natural resources;
20 (ii) Improving circulation and providing alternatives to vehicle use;
21 (iii) Minimizing environmental impacts due to utilities;
22 (iv) Providing healthy, efficient and environmentally responsible amenities;
23 (v) Encouraging green building; and
24 (vi) Providing education to promote green living practices.

25 The Developer shall consider whether to obtain certification (at its sole
26 discretion) from the FGBC, the U.S. Green Building Council or a similar
27 recognized program for any residential or non-residential development within
28 the DRI. As part of the biennial report, the Developer shall include information
29 on the development practices and standards within the DRI that meet the Green
30 Development Standard.

- (b) Development within Neoga Lakes shall include construction of the Pathway System, as described in Special Condition 25(k) above, which offers DRI residents an alternative to the automobile. The Pathway System will, upon completion, connect the neighborhoods with the Village Center, workplace areas, recreation areas, Institutional site, Public Park, Conserved Areas, including the Conservation Corridor, and the Conserved Surface Waters thereby promoting non-motorized transportation to reduce greenhouse gas emissions and vehicle miles traveled.
- (c) A BEP and a HEP (as defined in Special Condition 19(b) above) will be developed prior to the issuance of the first residential building permit for vertical construction within Neoga Lakes. The BEP and HEP shall be comprehensive educational programs that will provide businesses and homeowners with educational materials and information about (i) energy efficiency; (ii) renewable energy rebates and incentives; (iii) the DRI Water Conservation Plan; (iv) healthy and durable homes; (v) green materials; (vi) green certification programs; and (vii) living in connection with natural flora and fauna and wildlife, including information on the Bear Management Plan.
- (d) The BEP will also include information about the Water Quality Strategies and encourage implementation of the Water Quality Design Strategies described in Special Condition 19 above and include information about construction practices for builders within the DRI, including but not limited to waste reduction techniques, recycling of construction waste and implementation of a concrete washout area.
- (c) The HEP will also include information about the Water Quality Strategies described in Special Condition 19 above and a homeowners stormwater education program, which will provide information to Neoga Lakes residents on the type, function and purpose of the various Best Management Practices employed for the Neoga Lakes' stormwater management system and steps residents may take to help the stormwater management system function effectively. Outdoor lighting standards will be prepared and provided to each homeowner through the architectural review process and in the HEP to help

1 reduce energy consumption, promote a dark sky friendly community and
2 minimize impacts from lighting on the Conservation Corridor.
3

4 34. **Severability**. If any stipulation or any portion or section of any stipulation contained in
5 this Development Order is declared, determined to be, or adjudged invalid, illegal or
6 unconstitutional by a court of competent jurisdiction, such adjudication shall not affect
7 the approval granted in this Development Order, the other stipulations, or the other
8 portions or sections of the affected stipulations (unless rendered impossible of
9 performance by such declaration), which shall remain of full force and effect as if the
10 stipulation or portion or section of a stipulation so declared, determined to be or
11 adjudged invalid, illegal or unconstitutional were not originally a part of this
12 Development Order, subject however to General Conditions 7 and 12 above.
13

14 35. **Successor Agencies**. Whenever, within the terms of the stipulations, reference is made
15 to any department, agency, board, commission, council, or other instruments of the
16 federal, state, or local governments, it is understood that such reference shall be
17 construed to mean any future instrumentality which, by operation of law, may be
18 created and designated as successor in interest or other which may be possessed of any
19 of the powers and duties of any referenced instrumentality in existence on the effective
20 date of these stipulations.
21

22 36. **Public Utilities**. Essential public utilities or civic facilities (e.g. fire station) may be
23 allowed within any of the land use categories shown on Map H (**Exhibit 1**) subject to
24 compliance with applicable law. The General or Special Conditions contained in this
25 Development Order shall not encumber or burden the FP&L Powerline Easement
26 generally located in the areas depicted on Map H (**Exhibit 1**) as Powerline Easement.
27

28 37. **Firewise**. Development of the DRI will incorporate development principles of Firewise
29 communities, which may include, but not be limited to, (i) the use of fire resistant
30 materials such as Class A roofing, metal fascias, fire-resistant shingles and flue covers
31 or cementaceous (Hardee Board) exterior wall siding; (ii) use of non-combustible

1 construction, such as Type I, II or III construction per the Florida Building Code,
2 masonry construction or UL-Listed assemblies; (iii) community design principles, such
3 as lot vegetation management, use of landscaping materials, suggesting fire break at
4 perimeters, a one-quarter (1/4) inch metal screening for structure/attic vents, or tempered
5 glass/double pane windows. Firewise educational material consistent with the Neoga
6 Lakes Scrub Management Plan (described in Special Condition 17(d) above) will be
7 included in the HEP. The provisions of this Special Condition 37 shall not, however,
8 limit the allowable activities set forth in Special Condition 26 above, and nor shall this
9 Special Condition 37 restrict timber management practices in accordance with the
10 Silviculture BMPs and this Development Order.

11
12 38. **Prescribed Burning.** The Developer shall provide notification to the DRI Property
13 residential property owners in recorded covenants and restrictions that portions of the
14 DRI Property may require prescribed burning from time to time.

15
16 39. **Deeds.** Any conveyance or dedication by the Developer or a CDD required as a
17 condition to development under this Development Order shall be by special warranty
18 deed.

19
20 40. **Disclaimer.** A grant of approval of this Development Order constitutes only land use
21 approval for the potential use of the land and shall not be construed as granting any
22 vested right to the Developer, or act as an estoppel against the City in the enforcement
23 of other City rules, regulations, laws, ordinances and resolutions, except as provided for
24 in General Conditions 7 and 12 above.

25
26 41. **Incorporation of Recitals.** The Recitals are hereby incorporated by reference.

27
28
29 **[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

1
2 DULY ADOPTED by the City of Palm Coast, Florida, City Council this 5th day of
3 October, 2010.

4
5 ATTEST:

CITY OF PALM COAST, FLORIDA,
CITY COUNCIL

6
7
8 BY: Virginia Smith
9 CITY CLERK

10
11 By: _____
12 His: _____
13
14
15
16

17 Approved as to Form:

18
19 By: WRS

20 Printed Name: William Renschmann

21 Title: City Attorney

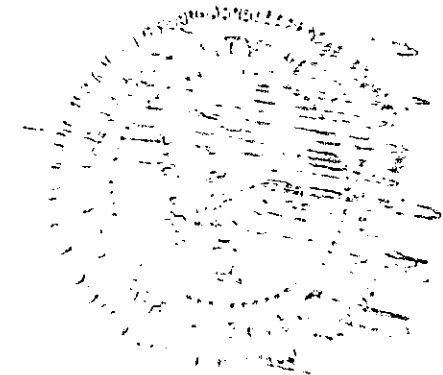


Exhibit A
DRI Property Legal Description

FLAGLER COUNTY, FLORIDA

Lands in Township 11 South, Range 29 East

All of Sections 12 and 13, less and except right-of-way of Highway 13, a/k/a Brick Road;

All of Section 14, lying and being East of the western boundary of the abandoned F.E.C. Railway right-of-way (100 foot right-of-way); The Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$; Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$; the South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$; and the South $\frac{1}{2}$ of Section 15, lying and being East of the western boundary of the abandoned F. E. C. Railway right-of-way (100 foot right-of-way); LESS AND EXCEPT any part thereof lying within lands conveyed to Florida Power and Light Company set forth in Special Warranty Deed recorded in O. R. Book 213, page 795, Public Records of Flagler County, Florida;

All of Section 23, lying and being East of the western boundary of the abandoned F.E.C. Railway right-of-way (100 foot right-of-way);

All of Section 24, lying and being East of the western boundary of the abandoned F.E.C. Railway right-of-way (100 foot right-of-way);

All of Section 25, lying and being East of the western boundary of the abandoned F.E.C. Railway right-of-way (100 foot right-of-way);

Lands in Township 11 South, Range 30 East

All of Section 18 and 19, less and except right-of-way of Highway 13, a/k/a Brick Road;

That portion of Section 20, lying and being West of Hargrove Grade; less and except road right-of-way reserved in TILF Deed recorded in Deed Book 30, page 381; '

That portion of Section 29, lying and being West of Hargrove Grade; together with that portion of the Southeast $\frac{1}{4}$ lying and being West of a 410 feet established power line right-of-way located in said section; less and except Hargrove Grade and Otis Hunter Grade road right-of-ways;

All of Section 30, Township 11 South, Range 30 East, Flagler County, Florida; Less and except the following: Begin at the Southwest corner of Section 30, Township 11 South, Range 30 East; thence North 00°00'00" East, a distance of 1126.73 feet to the Southwesterly Right of Way line of an abandoned railroad having a 100 foot Right of Way; thence South 47°31'54" East on the Right of Way line thereof, a distance of 770.97 feet; thence North 45°00'00" East, a distance of 2876.25 feet to the Northwest corner of lands described in Official Records 535, page 1327 of the public records of said Flagler County; thence North 90°00'00" East, on the North line of said Official Records and the North line of Official Records 404, page 281, a distance of 487.17 feet to the East Right of Way line of Old Brick Yard Road having a 50 foot Right of Way; thence South 10°52'58" East, on the East Right of way line thereof, a distance of

415.68 feet to the Northwest corner of Official Records Book 1600, page 275; thence South 90°00'00" East on the North line of last said Official Records Book , a distance of 776.18 feet to the Northeast corner of last said Official Records Book; thence South 30°53'57" East, a distance of 2600.95 feet to the Southeast corner of said Section; thence North 90°00'00" West on the South line of said Section, a distance of 5,280.00 feet to the point of beginning.

A parcel of land described as that portion of the East ½ of the Southeast ¼ of Section 30, Township 11 South, Range 30 East, Flagler County, Florida described as follows: Begin at the Southeast corner of said Section 30 and run North 30 degrees 53 minutes 57 seconds West, 2600.95 feet to a point on the western boundary of the East ½ of the Southeast ¼, thence South along said western boundary of the East ½ of the Southeast ¼ to the South line of Section 30, thence East along the South line of said section to the Southeast corner of Section 30 and the point of beginning.

Section 32:

The East ½ of the East ½; together with the following parcel of land in the Southwest ¼ of the Southeast 1/4 described as follows:

Commence at the Northeast corner of the Southwest ¼ of the Southeast ¼ at a 4" x 4" concrete monument; thence along the East line of the Southwest ¼ of the Southeast ¼ South 00 degrees 05 minutes 02 seconds East a distance of 718.15 feet to an iron pipe and cap (LB 6888) located on the northerly maintained right of way of an existing dirt road, said point marking the point of beginning of the herein described parcel; thence South 73 degrees 42 minutes 15 seconds West along said Northerly maintained right of way line 446.36 feet to the point of curvature of a curve to the left, concave Southeast, having a radius of 574.60 feet; thence Southwesterly along said Northerly maintained right of way line and the arc of said curve 181.18 feet, through a central angle of 18 degrees 04 minutes 00 seconds and being subtended by a chord bearing and distance of South 64 degrees 40 minutes 15 seconds West 180.43 feet to the point of tangency; thence South 55 degrees 38 minutes 16 seconds West continuing along said Northerly maintained right of way line 173.18 feet to a point on the Northeasterly right of way line of State Road No. 13 (a variable width right of way); thence Southeast 48 degrees 54 minutes 41 seconds East to a point where the Northeasterly right of way line of S. R. 13 (a variable width right of way) intersects the southern boundary line of Section 32, Township 11 South, Range 30 East; thence South 89 degrees 03 minutes 16 seconds East along said southern boundary of Section 32 to a concrete monument (LS 2615); thence North 00 degrees 05 minutes 02 seconds West 598.69 feet to the Point of Beginning.

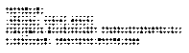
Section 33:

All lying and being West of the right-of-way of the Florida East Coast Railway, (150 foot right-of-way).

Containing 6,410.07 acres, more or less.

Exhibit 1

**Map H
Master Development Plan**

[illegible]NEOGA LAKES
NEOGA LAKES PROPERTY





FBI **Miller-Schlen**

File Name: Map\DU0\080102_R_MassacDevPlan.mxd
 Date: August 2010

Tel: 800.839.4006 • FAX: 407.839.4008
 Officers of Automation Monitor FL9092

Exhibit 2

Employment Center Map



Development/Center Agreement

Parcel 1:	20.000 Acre
Parcel 2A:	44.000 Acre
Parcel 2B:	18.000 Acre
Parcel 3:	20.000 Acre



City of Houston

200 East Houston Street, Suite 200
Houston, Texas 77002 • 713.251.2000

Houma Lake Property

Employment Center Map

August 2010

Exhibit 1



Exhibit 3

Land Use Conversion Matrix

EXHIBIT Conversion Matrix

Generalized Trip Matrix (Based on P.M. Peak-Hour Two-Way Traffic)

From	Single-Family Residential	Apartments (Multi-Family)	Condo/Townhomes	Senior Adult Housing (S)	Life Care Center (L)	Church	Office	Government Office	Employment Center	Neighborhood Retail	Village Center (Retail)
Residential (1,2)	-	1.529	1.942	3.741	5.941	1.836	0.678	0.835	0.783	0.373	0.271
Single-Family	0.915	0.858	-	1.926	3.058	0.945	0.349	0.43	0.493	0.192	0.139
Condo/Townhomes	0.545	0.857	1.058	2.037	3.235	-	0.369	0.455	0.425	0.203	0.147
Church	1.198	1.952	2.327	4.401	7.118	2.2	0.912	-	0.938	0.448	0.324
Governmental Office	1.475	2.403	2.865	5.519	8.755	2.709	-	1.231	1.155	0.55	0.395
Office	1.277	2.081	2.481	4.779	7.558	2.345	0.66	1.068	-	0.479	0.345
Employment Center	2.683	4.271	5.212	10.037	15.941	4.827	1.819	2.24	2.191	-	0.727
Neighborhood Retail	3.693	6.016	7.171	13.915	21.941	6.792	2.563	3.063	2.891	1.376	-
Village Center (Retail)											

Multiply previous land use units by factor to determine desired land use units
Keeps total p.m. peak-hour traffic constant

Example: To go from 50 KSF Village Center to Employment Center, multiply 50 by 2.681 = 134.05 KSF Office

Example: To go from 250 Single-Family Dwelling Units to Senior Adult Housing Dwelling Units, multiply 250 by 3.741 = 935 DU's

Example: To go from 100 Single-Family Dwelling Units to Employment Center, multiply 100 by 0.783 = 78.3 K.S.F.

ITE Average Trip Rates (8th Edition)

Land Use	ITE Land Use Code	Units	P.M. Peak-Hour Rate
Single-Family Residential	210	Dwelling Units	1.01
Apartments	220	Dwelling Units	0.62
Condo/Townhomes	230	Dwelling Units	0.52
Senior Adult Housing	251	Dwelling Units	0.27
Life Care Facility	253	Dwelling Units	0.17
Church	560	1,000 Sq. Ft.	0.85
Office	710	1,000 Sq. Ft.	1.49
Government Office	730	1,000 Sq. Ft.	1.21
Employment Center	770	1,000 Sq. Ft.	1.29
Neighborhood Retail	814	1,000 Sq. Ft.	2.71
Village Center (Retail)	820	1,000 Sq. Ft.	3.73

The trip generation rate for Village Center Retail is characterized by ITE use "shopping center"

The trip generation rate for Employment Center is characterized by ITE use "business park".

The trip generation rate for Life Care is the same as the ITE use "congregate care facility"

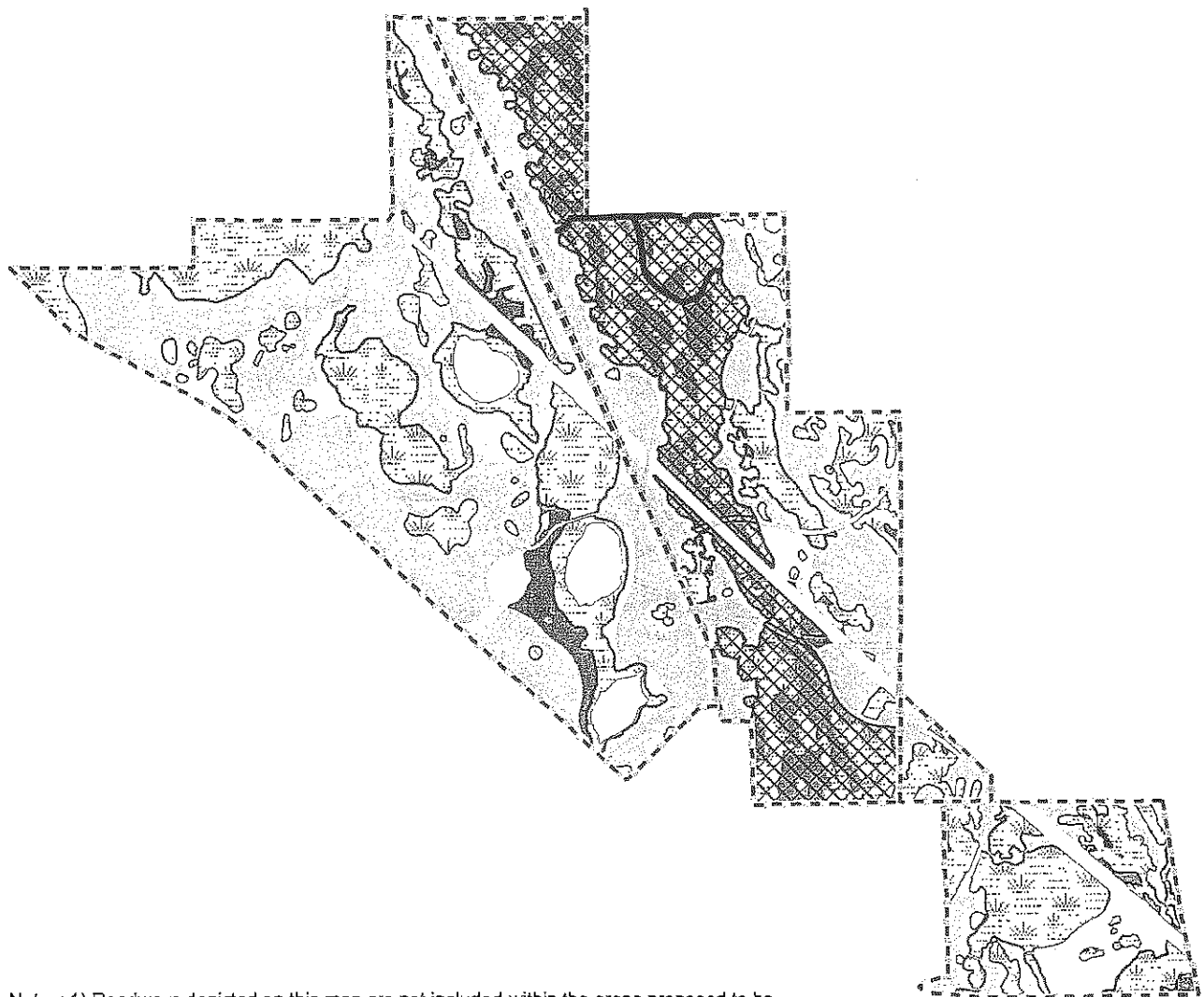
Notes:

1. No conversion to single-family residential within the first five (5) years
2. Residential uses includes 7,000 units (S.F. Detached - 5,300 units; Multi-Family - 775 units; Condo/Townhomes - 775 DU; and Life Care - 150 units)
3. Minimum residential within Village Center shall be: SF - 75 units; MF - 475 units; and Life Care - 150 units
4. Minimum Multi-family to be 550 units
5. Total Civic Uses includes: 40 KSF Government office and 160 KSF of churches and 90 students in a private church school (22 KSF) for a total of 222,000 SF
6. No conversion of land uses shall be allowed which shall cause project demand for potable water (as based upon LOS standards for potable water as set forth in the City of Palm Coast Comprehensive Plan) to exceed total project demand for potable water as set forth in the Application for Development Approval and related sufficiency responses.
7. The conversion of non-residential to residential will maintain the Level of Service (LOS) required for schools and parks as provided for in the City Comprehensive Plan or otherwise meet concurrency requirements applicable to the City of Palm Coast.
8. Senior Adult Housing is the same as an "Aged Restricted Community"
9. A Life Care Center is the same as an "Assisted Living Facility"

Land Use Exchanges are based on PM peak hour two-way trip generation. Use of this matrix shall be limited to the following minimums and maximums so that a mix is maintained.

Land Use	Minimum	Current	Maximum
Residential (1,2,3 & 4)	5,400 units	7,000 units	7,000 units
Civic (5)	150,000 S.F.	222,000 S.F.	264,000 S.F.
Employment Center	1,500,000 S.F.	1,870,000 S.F.	2,000,000 S.F.
Village Center Retail	100,000 S.F.	274,000 S.F.	300,000 S.F.
Village Center Office	25,000 S.F.	45,000 S.F.	65,000 S.F.
Neighborhood Retail	15,000 S.F.	80,000 S.F.	100,000 S.F.

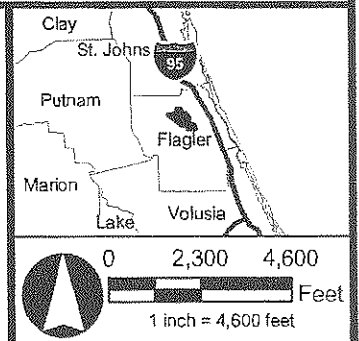
Exhibit 4
Conserved Areas Map



Notes: 1) Roadways depicted on this map are not included within the areas proposed to be conserved. 2) Final determination of wetland boundaries and conservation area boundaries will be based on completion of state and federal wetland delineations and permitting. 3) At the Developer's election, land area necessary for location of a raw water line and potable water line loop system along existing trail roads in the general location depicted as "Water Lines" which is estimated as 20 linear feet in width, may be excluded from the Conserved Areas. 4) At the Developer's election, land necessary for a pathway system may be excluded from the Conserved Areas.

LEGEND

	Project Boundary		Conserved Wetlands
	Conservation Corridor		Conserved Uplands
	Upland Buffers		Water Lines
	Proposed Development		



CONSERVED AREAS MAP FOR THE NEOGA LAKES
DRI PROPERTY, FLAGLER COUNTY, FLORIDA.

BDA BREEDLOVE, DENNIS
& ASSOCIATES, INC.
Environmental Consultants
330 W. Canton Ave., Winter Park, FL 32789 • 407-677-1682

Exhibit 5

Neoga Lakes Scrub Preserve Map



- ☐ Equipment
- ☐ Roadway Improvements
- ☐ Transit Development
- ☐ Transit Station

RTA
1000 North Main Street
P.O. Box 1000
Riverside, CA 92503
951-255-1000

Exhibit 6

Wildlife Crossings within the Conservation Corridor Map

[illegible][illegible][illegible][illegible]

Exhibit 7

Wetland Impacts Map



Exhibit 8

Surface Water Quality Monitoring Plan

NEOGA LAKES DRI
SURFACE WATER QUALITY MONITORING PLAN

May, 2010

FOR

Florida Department of Environmental Protection

Northeast District

Attn: Mr. Pat O'Connor

7825 Baymeadows Way, Suite B200

Jacksonville, Florida 32256-7590

Tables of Contents

	Page
Introduction.....	1
Monitoring Sample Locations.....	1
Baseline Sampling Program.....	1
Construction Phase Sampling Program	1
Methods	
Quality Assurance / Quality Control.....	2
Field Measurements	2
Sample Collection.....	2
Laboratory Analysis.....	2
Reporting	
Baseline Reporting.....	3
Construction Phase Reporting.....	3
Re-Evaluation	3

List of Tables

Monitoring Parameters and Methods.....	4
--	---

List of Attachments

A. Neoga Lakes Surface Water Quality Monitoring Locations.....	5
B. Form FD9000-3 - Physical/Chemical Characterization Electronic Field Sheet	6

INTRODUCTION

The Florida Department of Environmental Protection (FDEP) has required the Developer of the Neoga Lakes DRI to prepare and submit a Water Quality Monitoring Plan (WQMP) as a condition of the Development of Regional Impact (DRI) Development Order (DO). Once approved, the Developer will be responsible for conducting the scope of work defined in the WQMP. The goal of the monitoring program is to establish baseline conditions on the property prior to construction and monitor conditions as construction of the project proceeds.

MONITORING SAMPLE LOCATIONS

Nine sampling locations have been identified at primary discharge points from the property and in the existing onsite lakes (See Attachment A). Reference markers will be installed at each location to ensure samples are obtained at the same location each sampling event. The non-lake sample locations are intended for use in characterizing primary discharges to ultimate receiving waters that have been identified as impaired, or of special concern by the FDEP or the St. Johns River Water Management District (SJRWMD).

BASELINE SAMPLING PROGRAM

Upon approval of this WQMP, baseline samples will be obtained at each sample site twice a year. Samples will be obtained once during the dry season (after a minimum of 72 hours antecedent dry conditions) and once during the wet season (within 24 hours of a rain event with a minimum of 0.25 inches of rainfall). Sampling events will include *in situ* measurements as well as testing for water chemistry and biological indicators (See Table 1). Testing for fecal coliforms, lead and mercury will be discontinued from baseline samples if the first two sample events indicate levels of those parameters are below applicable state standards. Sampling will be performed twice per year for the first two years after which annual sampling will be conducted until the year preceding construction. Quarterly sampling will begin in the year preceding the expected construction start date at sample sites that will receive discharge from that pending development.

CONSTRUCTION PHASE SAMPLING PROGRAM

Construction phase samples will be obtained quarterly at each sample site that receives discharge from areas in the project undergoing construction. Sampling events will include *in situ* measurements as well as testing for water chemistry and biological indicators (See Table 1). Testing for fecal coliforms, lead and mercury will be discontinued from construction phase sampling at a given location if the first two sample events occurring after the pond systems, buffer zones and best management practices are installed in the contributing area tributary to that location are completed and operational and testing indicates levels of those specific parameters at that given sampling location are below applicable state standards. Quarterly construction phase sampling will continue as described for two years. If no significant changes in the tested parameters are identified during this quarterly sampling, a request will be submitted to reduce sampling frequency to a semi-annual schedule.

METHODS

Quality Assurance / Quality Control (QA/QC) – All field activities (i.e., *in situ* measurements and collection of water samples) will be conducted in adherence with FDEP and/or EPA Standard Operating Procedures (SOP). Instrument calibration, replicate sampling and other specific QA/QC procedures are described below.

Field Measurements – Field measurements of *in situ* parameters identified in Table 1 will be obtained using a Horiba U-10 multi-parameter water quality probe (or similar multi-parameter water quality instrument). The instrument shall be calibrated each morning of sampling. Results of the measurements and environmental conditions present at the time of sampling shall be recorded using FDEP standard form FD9000-3 (See Attachment B) as appropriate. Notations shall include observations of weather and general water quality conditions for each station. Weather data will include 24-hour antecedent rainfall and water quality conditions will include flow regime, water color, surface clarity and any nuisance conditions. Field measurements at lake stations will include Secchi disk depth and *in situ* parameter values measured at the surface, mid-depth and bottom of the lake.

Sample Collection - Sample collection information, including sampling time and sampling depth will be recorded at each station onto the field data capture sheet (Attachment B). Pre-cleaned containers will be provided (with preservatives added) by the subcontract laboratory. All sample containers will be labeled on site with station name/number, date and time of collection. Water samples for laboratory analyses will be collected subsurface (0.5 feet) by hand grab at each station, per FDEP SOPs.

A field duplicate sample may be collected at approximately 10 percent of all sampling events, and it will be collected sequentially with the primary water sample at a selected station. This duplicate will be submitted as a blind duplicate to the subcontract laboratory to verify the integrity of the sample collector and his/her protocol. Immediately following collection, all sample containers will be sealed and placed on ice. Chain-of-custody records for the water samples will be initiated at the time of collection and kept with the sealed sample coolers. The samples will be hand delivered to personnel of the subcontract laboratory.

Laboratory Analysis - Water chemistry and bacteriological parameters will be analyzed using EPA or FDEP approved methods by a National Environmental Laboratory Accreditation Program (NELAP) accredited subcontract laboratory. The chosen laboratory will be fully certified for analysis of environmental samples by the FDEP and National Environmental Laboratory Accreditation Conference (NELAC). The analytical method detection limit (MDL) for each parameter will be lower than its maximum contaminant level (MCL) based on applicable state surface water quality criteria. Copies of the original laboratory reports will be provided as appendices to the submitted monitoring reports.

REPORTING

Baseline Reporting - Reports of sampling results for baseline conditions will be provided for all events and locations defined above on a semi-annual basis. The reports shall include results of all field measurements and laboratory analyses. Copies of original laboratory reports and chain-of-custody documentation will be included. The reports will also describe any changes in scope or methods from those presented in this WQMP. Reports will be submitted to the FDEP and Northeast Florida Regional Council (NEFRC).

Construction Phase Reporting - Reports of sampling results during construction phases of the project will be provided for all events and locations defined above on a semi-annual basis. The reports shall include results of all field measurements and laboratory analyses. Copies of original laboratory reports and chain-of-custody documentation will be included. The reports will also describe any changes in scope or methods from those presented in this WQMP. Reports will be submitted to the FDEP and Northeast Florida Regional Council (NEFRC).

RE-EVALUATION

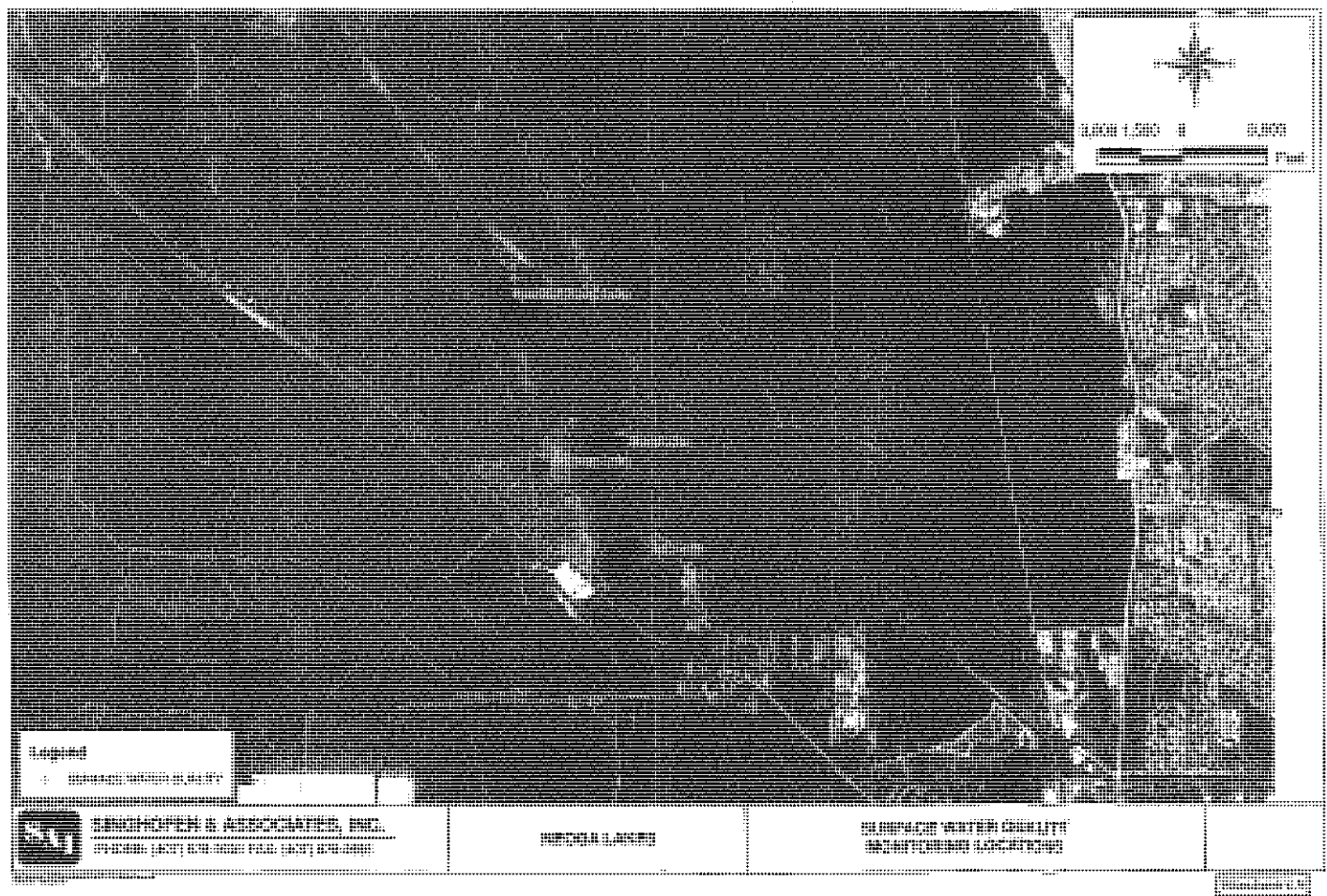
Every five (5) years, unless otherwise agreed upon by Northeast District FDEP and the Developer, the WQMP shall be reviewed and evaluated pursuant to Chapter 62-302 F.A.C. Sampling methods, locations, parameters, and frequency shall be re-evaluated and, if necessary, modified or eliminated. Dates of construction phases and sampling activities may be defined or re-defined during this re-evaluation process as well. Re-evaluation may occur sooner than every five (5) years at the request of either the Developer or FDEP with consent of the other party.

TABLE 1. WATER QUALITY PARAMETERS AND METHODS FOR BASELINE AND CONSTRUCTION PHASE TESTING IN THE NEOGA LAKES DRI.

Parameter	Test Location	Units	Method
Temperature ¹	In situ	°C	EPA 170.1
pH	In situ	Std. Units	EPA 150.1
Dissolved oxygen	In situ	mg/l	EPA 360.1
Specific conductivity	In situ	mS / cm	EPA 120.1
Secchi depth	In situ	m	FDEP SOP
Color	Laboratory	PCU	SM 2120B
Chlorophyll a	Laboratory	mg/m ³	SM 10200H Dissolved
Biochemical oxygen demand - 5 day	Laboratory	mg/l	SM 5210B
Total phosphorus	Laboratory	mg/l	EPA 365.3
Ortho-phosphorus	Laboratory	mg/l	EPA 365.3
Total Kjeldahl nitrogen	Laboratory	mg/l	EPA 351.2
Nitrate nitrogen	Laboratory	mg/l	EPA 300.0
Ammonia nitrogen	Laboratory	mg/l	EPA 350.1M
Total suspended solids	Laboratory	mg/l	SM2540 D
Total dissolved solids	Laboratory	mg/l	SM2540 C
Fecal coliforms	Laboratory	CFU/100 ml	SM 9222D
Mercury	Laboratory		EPA 1631 (CVAFS)
Lead	Laboratory		EPA 200.8 (ICP/MS)

Notes:

- 1) Testing for fecal coliforms, lead and mercury will be discontinued from baseline samples if the first two sample events indicate levels of those parameters are below applicable state standards.
- 2) Testing for fecal coliforms, lead and mercury will be discontinued from construction phase sampling at a given location if the first two sample events occurring after the pond systems, buffer zones and best management practices are installed in the contributing area tributary to that location are completed and operational and testing indicates levels of those specific parameters at that given sampling location are below applicable state standards.



DEP-SOP-001/01: Form FD 9000-3
PHYSICAL/CHEMICAL CHARACTERIZATION ELECTRONIC FIELD SHEET

ELFS

SAMPLE ID : _____ ORG ID : _____
 COUNTY : _____ STORET # : _____
 DATE : _____ TIME : _____

Latitude : _____ Longitude : _____
 {degrees} {minutes} {seconds} {degrees} {minutes} {seconds}

SITE NAME : _____ SAMPLE COMPLETE ? _____
 FIELD ID/NAME : _____ RECEIVING BODY OF WATER : _____

RIPARIAN ZONE / STREAM FEATURES

PREDOMINANT LAND-USE IN WATERSHED (specify relative percent in each category) :							
Forest/Natural	silviculture	Field/Pasture	Agricultural	Residential	Commercial	Industry	Other (Specify)
Local Watershed Erosion (select one) : ☐ None ☐ Slight ☐ Moderate ☐ Heavy				Typical Width (m) Depth (m)/Velocity (m/sec) Transect			
Local Watershed NPS Pollution : ☐ No evidence ☐ Slight ☐ Moderate ☐ Heavy				m wide			
Width of Riparian Vegetation (m) on Each Buffer Side				m/s m/s m/s			
Left Bank : Right Bank :				m deep m deep m deep			
High Water Mark: + = (m) (above present water level) (present depth) (above bed)				Artificially Impounded ☐ Yes ☐ No			
Artificially ☐ No ☐ Mostly recovered, more sinuous				Canopy Cover % : ☐ Open ☐ Lightly Shaded (11-45%)			
Channelized : ☐ Some recovery ☐ Recent, severe				☐ Heavily Shaded ☐ Moderate Shaded (46-80%)			

SEDIMENT / SUBSTRATE

Sediment Oils ☐ Absent ☐ Slight ☐ Moderate ☐ Profuse		Sediment Odors ☐ Normal ☐ Sewage ☐ Petroleum ☐ Chemical ☐ Anaerobic ☐ Other (Specify) :		Sediment Deposition ☐ Sludge Sand Smothering : None Slight Moderate Severe Silt Smothering : None Slight Moderate Severe ☐ Other (Specify) :	
SUBSTRATE TYPE Assessment Tool: ☐ SCI ☐ BioRecon ☐ LCI ☐ LVI % Coverage INVERT # Times Sampled PERI # Times Sampled		WATER QUALITY Depth (m) Temp. (°C) pH (SU) D.O. (MG/L) Cond. (UMHO/CM) Salinity (PPT) SECCHI (M)			
Woody Debris (Snags)		Top :			
Undercut Banks / Roots		Mid-Depth :			
Leaf Packs or Mat		Bottom :			
Aquatic Vegetation		Water Surface Oils : ☐ None ☐ Sheen ☐ Globbs ☐ Slick			
Rock or Shell Rubble..		Water Odors : ☐ Normal ☐ Sewage ☐ Petroleum ☐ Chemical ☐ Other (Specify) :			
Sand.....		Water Sample Taken ? ☐ Yes ☐ No		SYSTEM TYPE ☐ Stream ☐ Lake	
Mud / Muck / Silt		Algae Sample Taken ? ☐ Yes ☐ No		☐ Wetland ☐ Estuary	
Other		Clarity ☐ Clear ☐ Slightly Turbid ☐ Turbid ☐ Opaque		☐ Other (Specify) :	
Other		Color ☐ Tannic ☐ Green (Algae) ☐ Clear ☐ Other (Specify) :			
WEATHER CONDITIONS / NOTES : ☐ The antecedent hydrologic conditions have been met to my best knowledge. Water samples preserved ? ☐ Yes ☐ pH<2 ☐ No Algae samples preserved ? ☐ Yes ☐ No				ABUNDANCE Absent Rare Common Abundant Periphyton : ☐ ☐ ☐ ☐ Fish : ☐ ☐ ☐ ☐ Aquatic Macrophytes : ☐ ☐ ☐ ☐ Iron/Sulfur Bacteria : ☐ ☐ ☐ ☐	
SAMPLING TEAM : _____		SIGNATURE : _____		DATE : _____	

Exhibit 9

Water Conservation Plan

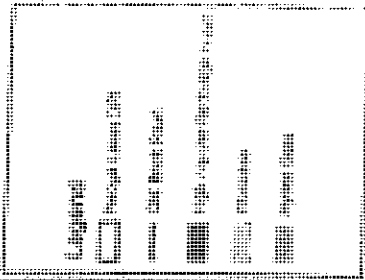
- A. All available lower-quality sources of water, including stormwater, surface water, and reclaimed water will be distributed for use or used throughout the Neoga Lakes project in place of higher-quality water sources, when deemed feasible, pursuant to St. Johns River Water Management District (the "District") rules, applicable state law and the Neoga Lakes Development of Regional Impact ("DRI") Development Order. Stormwater, surface water and reclaimed water shall be maximized as nonpotable water sources for irrigation, where feasible.
- B. Distribution systems for nonpotable water (reclaimed water, stormwater and surface water) shall be installed concurrently with both residential and nonresidential development within Neoga Lakes. The nonpotable distribution systems shall be developed parallel to and concurrently with the potable water distribution system for utilization when sufficient quantities of reclaimed water, stormwater or surface water are available for irrigation. Stormwater and surface water shall be used to meet irrigation demands of the DRI until reclaimed water is available to the DRI from the City. At that point, irrigation demands within the DRI may be satisfied by a combination of stormwater, surface water and reclaimed water. Potable water shall only be used to meet irrigation needs within the DRI as a last resort if stormwater, surface water and/or reclaimed water are insufficient to meet irrigation demands. Irrigation systems shall be designed to accept nonpotable water.
- C. The covenants and restrictions for development (residential and nonresidential) within the DRI shall require best management practices cited by the University of Florida in the Institute of Food and Agricultural Sciences' *A Guide to Florida-Friendly Landscaping* be followed for landscape installation, irrigation, and fertilizer and pesticide applications. These best management practices include:
 - a. Landscape design that minimizes the impacts of fertilizer and applications
 - b. Preferred plant materials
 - c. Appropriate type of fertilizer to avoid the release of excess nutrients
 - d. Rate and frequency of fertilizer and pesticide applications
 - e. Watering schedules consistent with the District's landscape irrigation rule
 - f. Design and maintenance of drainage control systems.
- D. Multi-family residential units shall use submeters for potable water, and all other uses shall be individually metered.
- E. Single family residences and nonresidential units shall have separate meters for potable and nonpotable water.
- F. The covenants and restrictions for the DRI shall mandate that only (i) U.S. Environmental Protection Agency ("EPA") WaterSense® labeled water conserving fixtures or equivalent performing fixtures shall be installed in all residential units and, where appropriate, in nonresidential buildings and (ii) only U.S. Department of Energy

and EPA ENERGY STAR labeled appliances or equivalent performing appliances shall be installed in all residential units and, where appropriate, in nonresidential buildings and structures in the DRI.

- G. The covenants and restrictions for all DRI development (residential and nonresidential) will mandate a waterwise approach be used throughout the DRI landscaped areas. Specifically, the covenants and restrictions will mandate that irrigated turf grass shall not exceed 50% of the landscaped areas, except for active recreation areas (e.g. playgrounds and parks) and site appropriate plant species shall be used in landscaped beds. Landscaped area is defined as any pervious area within the proposed development that will be altered due to the development, exclusive of pervious areas within wetlands, upland buffers, vegetative buffers between land uses, stormwater systems and required conservation areas. A list of site appropriate plant species is available at the District's Waterwise Florida Landscapes website at www.floridaswater.com/waterwiselandscapes or through other comparable guides available on the District's website or elsewhere.
- H. The covenants and restrictions for all DRI development (residential and nonresidential) will mandate separate irrigation zones be required for turf and non turf landscaped areas throughout all DRI land uses (residential and nonresidential) to avoid irrigation of landscaped areas when irrigating the turf zone(s) and that landscaped areas shall not be irrigated using a high-volume irrigation system. All irrigation systems shall be required by the covenants and restrictions to use a rain shut-off device such as a rain sensor or soil moisture sensor per *Florida Statutes* to override unnecessary irrigation events.
- I. Florida-friendly waterwise guides and UF/IFAS' *The Florida Yards & Neighborhoods Handbook 2009* (a publication funded in part by FDEP with a Section 319 Non point Source Management Program Grant from the U.S. Environmental Protection Agency) shall be displayed in a prominent location in the project's sales offices.
- J. Model homes within the DRI will include educational materials inside the home and educational signage that highlights water-saving landscape irrigation and appliance features. In addition, at least one model home in each Phase of the DRI shall be landscaped in accordance with the landscape principles described above.
- K. Either (i) Florida WaterStar certification or (ii) a functional equivalent to the Florida WaterStar program as approved by the District shall be mandated in the covenants and restrictions for all DRI residential units and nonresidential buildings and structures.

Exhibit 10

High Aquifer Recharge Area Map



George Town, Barbados
 Barbados, Western Indies, and
 Aqueduct, Georgetown, Guyana
 Project Number 100-01
 January 1970

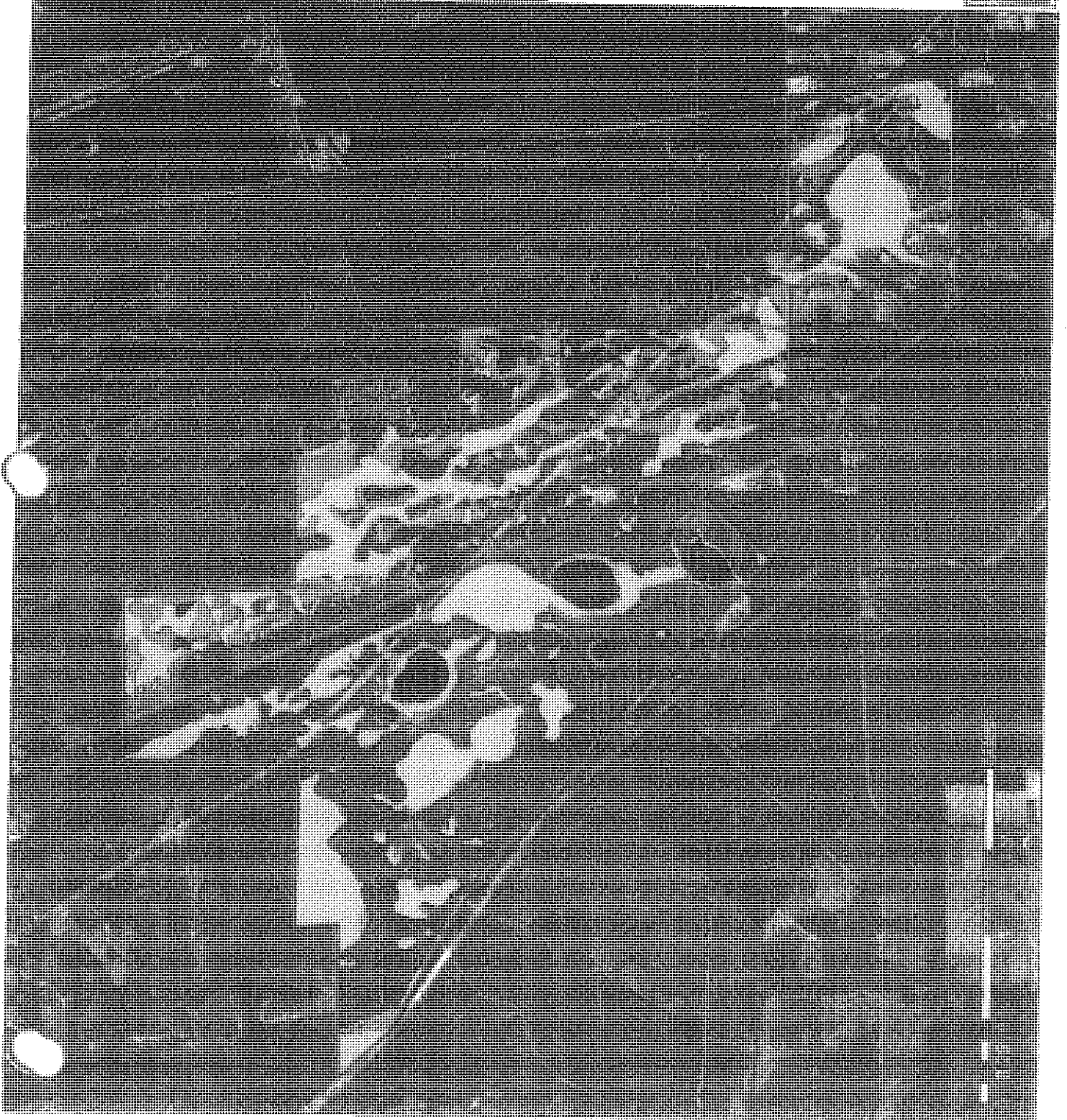
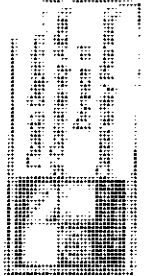
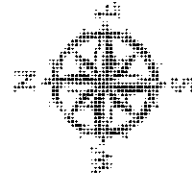


Exhibit 11

Transportation Mitigation Exhibits

EXHIBIT 11-1

Proportionate Share Calculations

Table 1
Neoga Lakes DRI Proportionate Share and Mitigation Calculation

Phase 1															Mitigation			
Road Name	Limits (From - To)	No. of Lanes	Adopted LOS	Future Area Type	Peak Direction Max Capacity at Adopted	Non-Peak Direction Max Capacity at Adopted	Net P.M. Peak-Hour Directional Build-Out Traffic		SR LOS		Proportionate Share Calculation				Value	Improvement	Payment / Construction	
							2015 P.M. Peak-Hour Directional Build-Out Traffic	Net External PMP Project Trips	2015 P.M. Peak-Hour Directional Build-Out Traffic	Net External PMP Project Trips	Widening	Service Volume	Prop Share %	Improvement Cost				Prop Share Cost
State Roads																		
US 1	SR 100 E / SR 11 to SR 100 W / SR 20	4	C	U-Class	1,210	800	326	1,376	275	664	8-Lane	1,900	47.10%	\$3,773,437	\$1,749,850	\$250,000	Transportation Study	Payment
SR 100	US 1 to N 28th St	2	C	T-Class	750	800	44	667	51	748	4-Lane	1,710	5.31%	\$4,724,072	\$251,375			
Total Phase 1 State Roads															\$2,000,431	\$250,000		
City Roads																		
Harbor Grade Road	Old Stone Harbor to Project															\$3,362,687	Reconstruct 2-lane road	Construction
Harbor Grade Road	Project to Palm Coast Parkway Ext															\$3,840,473	Reconstruct 2-lane road	Construction
Old Stone Harbor	Harbor Grade Road to FEC Rail Road															\$5,576,680	Reconstruct 2-lane road	Construction
Palm Coast Parkway Ext	US 1 to Harbor Grade Road															\$11,979,135	New 2-lane road per NOCA	Construction
City/County Roads																\$9	\$24,746,791	
Total Phase 1															\$2,000,431	\$24,996,791		

Phase 2											Proportional Share Calculation					Mitigation			
Road Name	Limits (From - To)	No. of Lanes	Adopted LOS	Future Area Type	Peak Direction Max Capacity at Adopted	Non-Peak Direction Max Capacity at Adopted	Net External PMP Project Trips	Net 2022 P.M. Peak-Hour Directional Build-Out Traffic	Net External PMP Project Trips	Net 2022 P.M. Peak-Hour Directional Build-Out Traffic	Widening	Service Volume	Prop Share %	Improvement Cost	Prop Share Cost	Value	Improvement	Payment / Construction	
State Roads																			
US 1	Broadway Ave to US 98 Ramp	4	D	U-Class	1,960	1,000	87	1,868	103	2,793	4-Lane	2,790	12.41%	\$7,554,682	\$917,258				
US 1	US 98 Ramp to US 98 Ramp	4	D	U-Class	1,960	1,000	148	1,868	156	2,826	4-Lane	2,790	13.04%	\$7,559,659	\$904,005				
US 1	US 98 Ramp to US 98 Ramp	4	D	U-Class	1,960	1,000	204	1,868	218	2,849	4-Lane	2,790	16.27%	\$6,937,890	\$1,072,374				
US 1	SR 100 E / SR 11 to SR 100 W / SR 20	4	C	U-Class	1,710	900	293	1,620	300	1,436	4-Lane	1,900	47.46%	\$3,713,467	\$1,620,748	\$7,000,000	Improvements to US 1 and SR 100 in Burnet	Payment or Construction	
US 1	SR 100 W / SR 20 to CR 12	4	C	U-Class	1,710	1,000	487	1,620	511	1,522	4-Lane	2,300	7.166%	\$6,344,180	\$8,340,735	\$9,000,000 for Design, \$5,000,000 for Construction			
US 1	Palm Coast Parkway to Harbor Grade Road	6	D	U-Class	2,940	2,400	763	2,068	775	2,711	4-Lane	3,940	17.63%	\$2,731,921	\$1,631,523				
US 1	Harbor Grade Road to Metairie Woods Pkwy	4	D	U-Class	1,960	1,000	269	1,868	319	2,315	4-Lane	2,940	32.32%	\$1,061,035	\$3,800,287				
SR 100	US 1 to N Palmco St	2	C	T-Class	750	800	61	667	61	1,118	4-Lane	1,710	6.95%	\$4,724,072	\$200,614				
															\$15,467,681	\$7,000,000			
Total Phase 2 State Roads																			
City Roads																			
Harbor Grade	Old Stone to Project	2	D	U-Class	1,140	940	1,226	1,226	1,159	1,780	4-Lane	3,370	56.76%	\$4,268,574	\$2,779,388				
Harbor Grade	US 1 to SR 1	2	D	U-Class	1,129	940	1,014	1,014	1,081	1,081	4-Lane	3,370	42.55%	\$15,707,464	\$6,797,251				
Harbor Grade	US 1 to P. Lakes Pkwy	2	D	U-Class	1,773	1,450	731	2,226	768	1,854	4-Lane	2,690	79.23%	\$1,548,141	\$2,076,052	\$2,549,141	Widen to 6 lane	Construction	
Harbor Grade	SR 1 to Town Center	2	D	T-Class	750	848	153	667	183	750	4-Lane	1,710	21.95%	\$4,453,620	\$245,556				
Harbor Grade Extension	CR 15 to Old Stone Harbor															\$13,268,713	New 2-lane road per NOCA	Construction	
Royal Palm	US 1 to R/Side															\$5,647,736	New 2-lane road	Construction	
															\$12,806,671	\$21,785,567			
Total Phase 2 City Roads (maximum total depending on City selections)															\$27,492,152	\$28,785,567			
Total Phase 2															\$29,492,583	\$53,782,348			
															Cumulative	\$29,492,583	\$53,782,348		

Note (1) Proportionate share for this segment is based only on Phase 2 project traffic because previous phase proportionate share accounted for previous project traffic on this segment.
Note (2) The City of Palm Coast will select between three improvements, which Phase 2 improvement the applicant will construct.

Table 1
Neoga Lakes ORI Proportionate Share and Mitigation Calculation

Phase 3

Road Name	Limits (From - To)	No. of Lanes	Adopted LOS	Future Area Type	Peak Direction Max Capacity at Adopted LOS	Non-Peak Direction Max Capacity at Adopted LOS	Net External P+R/L Project Trips	2029 P+R Peak-Hour Directional Build-Out Trips	Net External PHPD Project Trips	2029 P+R Peak-Hour Directional Build-Out Trips	Widening	Service Volume	Proportionate Share Calculation			Mitigation		
													Prop Share %	Improvement Cost	Prop Share Cost	Value	Improvement	Payment / Construction
State Roads																		
US 1	Exit Rd to Highway 100/Grading Blvd	4	D	U-Class	1,660	1,660	203	2,737	255	1,282	6-Lane	2,940	10.47%	\$2,859,406	\$276,220			
US 1	SR 100 E / Crossings Rd to Broadway Ave	4	D	U-Class	1,660	1,660	174	2,520	175	1,280	6-Lane	2,790	13.75%	\$3,992,494	\$393,543			
US 1	Interchange Ave to Hwy 100 Ramps	4	D	U-Class	1,660	1,660	59	1,719	40	3,030	6-Lane	2,740	5.76%	\$2,454,892	\$147,552			
US 1	US 100 Ramps to US 100 E / SR 11	4	D	U-Class	1,660	1,660	78	1,840	92	3,150	6-Lane	2,790	7.47%	\$7,030,654	\$119,377			
US 1	US 100 E / SR 11 to SR 100 W / SR 20	4	C	T-Class	1,710	1,400	448	1,637	463	1,370	6-Lane	2,590	50.91%	\$6,119,509	\$3,084,220			
US 1	SR 100 E / SR 11 to SR 100 W / SR 20	4	C	T-Class	1,710	800	261	2,356	328	1,672	6-Lane	1,900	37.83%	\$3,713,467	\$1,404,615	\$2,500,000	Improvements to US 1 and SR 100 in Tunnel	Payment or Construction
US 1	SR 100 W / SR 20 to SR 13	4	C	T-Class	1,710	1,400	277	2,561	345	2,055	6-Lane	2,590	31.45%	\$8,324,430	\$2,620,452		Widen US 1 to 6-lanes, SR 100 WSR 20 or Widen and to One Stage Tunnel	Construction
US 1	Palmer Plaza Pkwy to One Stage Tunnel Rte	4	D	U-Class	1,660	1,660	580	1,699	601	2,230	6-Lane	2,640	41.33%	\$3,357,235	\$1,089,718			
US 1	One Stage Tunnel Rte to White Pine Pkwy	4	D	U-Class	1,660	1,660	230	1,514	245	2,130	6-Lane	2,640	29.59%	\$1,728,430	\$1,251,339			
US 1	White Pine Pkwy to Palm Coast Pkwy	4	D	U-Class	1,660	1,660	472	1,532	468	2,113	6-Lane	2,640	49.63%	\$7,692,820	\$5,811,184			
US 1	Palm Coast Parkway to Hagrover Grade Road	6	D	U-Class	2,040	2,400	178	2,089	258	3,513	8-Lane	3,640	25.60%	\$2,741,921	\$394,173			
US 1	Hagrover Grade Road to McIntosh Woods Pkwy	4	D	U-Class	1,660	1,660	256	2,214	218	3,079	6-Lane	2,940	22.14%	\$1,961,036	\$2,459,804			
SR 100	CR 305 to CR 205	2	C	v-High	440	400	159	445	164	464	4-Lane	2,270	8.99%	\$7,707,430	\$690,585			
SR 100	US 1 to N. Palmetto St	2	C	T-Class	750	620	51	1,125	35	1,314	4-Lane	1,710	4.00%	\$4,734,072	\$192,203			
Total Phase 3 State Roads																\$19,897,214	\$17,516,659	
County Roads																		
CR 13	Hagrover Grade Rd Exit to US 1	2	D	T-Class	600	680	917	1,037	887	1,116	4-Lane	2,420	58.67%	\$10,386,005	\$5,980,177	\$4,437,219	Widen to 12-ft lanes and add shoulders or 4-lane front	Construction
Total Phase 3 County Roads																	\$4,437,219	
City Roads																		
State Route Pkwy/W	East Hamilton to Royal Palms	4	D	1-lane side	1,764	1,440	252	1,849	281	1,406	6-lane	2,646	28.67%	\$7,200,000	\$2,057,040	\$7,200,000	Widen to 6-lanes	Construction
Hagrover Grade W	One Stage to Project	2	C	U/Lane 11	1,440	940	627	2,084	702	2,111	4-lane	3,320	32.20%	\$4,065,674	\$1,306,217			
Hagrover Grade W	US 1 to Site	2	D	U/Lane 11	1,740	940	598	1,322	397	1,476	4-lane	3,320	19.21%	\$3,107,541	\$1,428,152			
Palm Coast Pkwy	US 1 to One Stage Pkwy	6	D	U-Class	2,040	2,200	343	2,745	292	2,241	6-lane	3,560	37.69%	\$2,261,889	\$948,735			
Palm Coast Pkwy (L/R)	Palm Lakes to One Stage	2	D	U-1-lane	2,367	76	761	2,468	na	na	5-lane	3,528	14.71%	\$4,385,098	\$7,808,780			
Palm Coast Pkwy	Cypress to 145th St	6	D	U-Class	2,040	2,200	486	2,672	483	3,082	6-lane	3,640	48.00%	\$7,332,840	\$1,911,164			
Palm Coast Pkwy	SR 100 to 145th St	6	D	U-Class	2,040	2,200	411	2,393	466	2,428	6-lane	3,640	49.79%	\$9,473,143	\$1,164,167			
Palm Coast Pkwy (EB)	Old Kings Rd to Florida Pkwy Dr	2	D	M-1-lane	2,362	1,820	320	2,320	na	na	5-lane	3,528	27.21%	\$7,211,024	\$983,266			
Royal Palms	US 1 to Rymf	2	D	U/Lane 11	792	698	399	1,182	341	801	4-lane	1,521	28.57%	\$5,587,632	\$3,870,587	\$7,500,000	Widen to 4-lanes per NCDOT	Construction
Royal Palms	Pyrothe to Sebe Tense	2	D	U/Lane 11	792	698	521	854	365	872	4-lane	1,521	78.85%	\$7,348,810	\$1,414,140			
Royal Palms	Boyle Tense to Town Center	2	D	1-lane side	792	698	62	641	69	906	4-lane	1,521	8.90%	\$4,493,826	\$387,267			
Palm Coast Parkway Ex	US 1 to Highway Grade Road																	
New Brick Pkwy	Village Center to North Property Boundary																	
Total Phase 3 City Roads (maximum total depending on City selections)																\$10,155,875	\$34,048,233	
Total Phase 3																\$43,883,209	\$56,000,171	
Total Phase 3																\$73,366,792	\$109,782,618	

Note (1) Proportionate share for this segment is based only on Phase 3 project traffic because previous phase proportionate share accounted for previous project traffic on this segment.
 Note (2) The City of Palm Coast will select between three improvements, which Phase 2 improvement the applicant will construct.
 Note (3) The City of Palm Coast will select between three improvements, which Phase 3 improvement the applicant will construct.
 Note (4) Flagler County will select between two improvements, which Phase 3 improvement the applicant will construct.

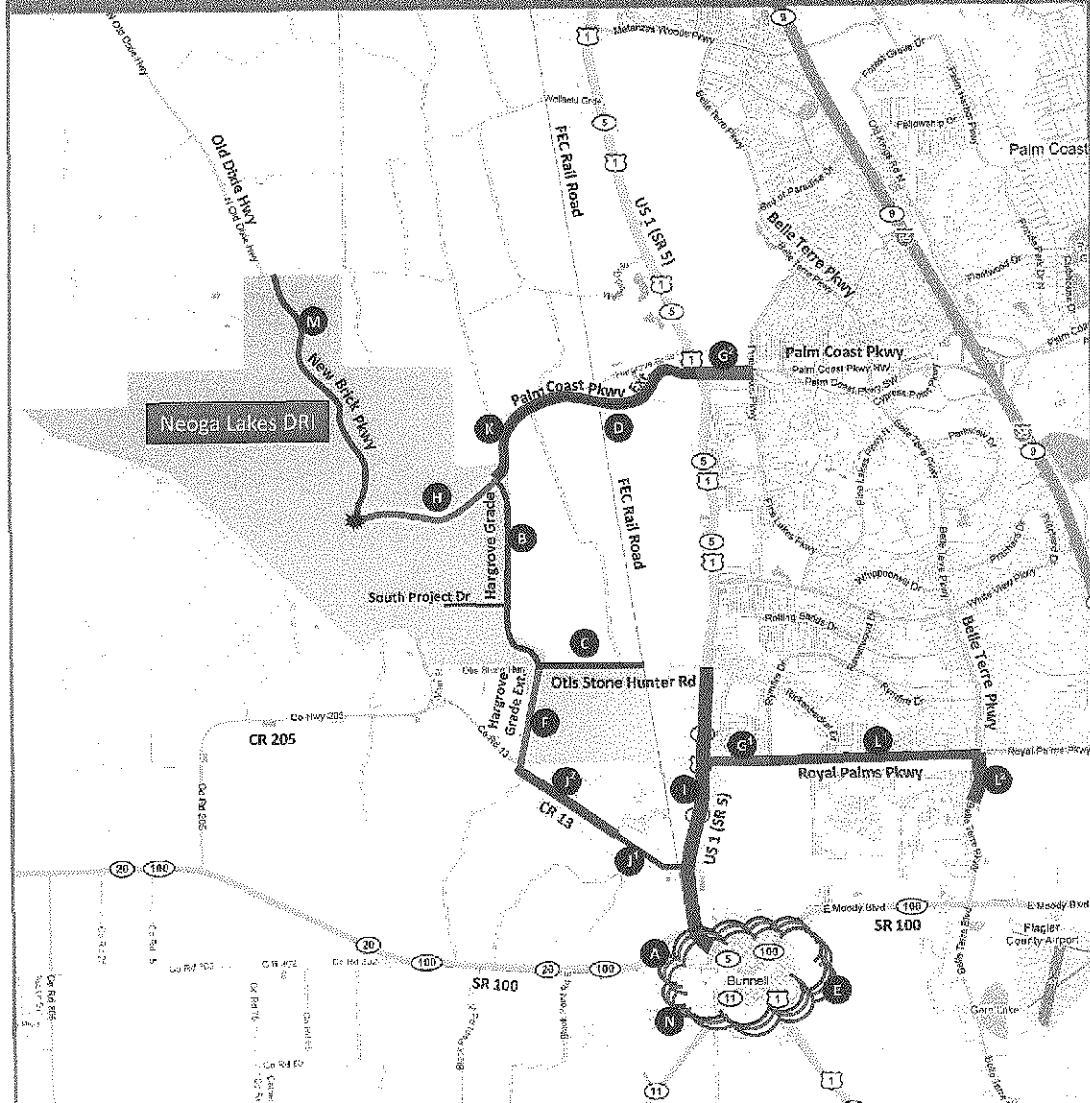
Summary	Proportionate Share Costs				Mitigation
Maintaining Agency	Phase 1	Phase 2	Phase 3	Total	
PCOT	\$7,000,431	\$15,451,481	\$16,897,219	\$39,349,131	\$24,766,852

EXHIBIT 11-2

Transportation Improvements General Location Map

Neoga Lakes DRI

Pipeline Plan (By Phase)



LEGEND:

Phase 1 Pipeline Plan*

- A. US 1/SR 100: Transportation Study - City of Bunnell
- B. Hargrove Grade Rd: Reconstruct 2-lane roadway from Otis Stone Hunter Rd to Palm Coast Pkwy Ext.
- C. Otis Stone Hunter Rd: Reconstruct 2-lane roadway from Hargrove Grade Rd to West of FEC Rail Road
- D. Palm Coast Pkwy Ext.: Construct new 2-lane roadway from US 1 to Hargrove Grade Rd per NCOA

Phase 2 Pipeline Plan*

- E. US 1/SR 100: Transportation Improvements - City of Bunnell
- F. Hargrove Grade Rd Ext.: Construct new 2-lane roadway from CR 13 to Otis Stone Hunter Rd
- G. Royal Palms Pkwy: Widen from 2-lane to 4-lane roadway from US 1 to Rymfire Dr OR Palm Coast Pkwy: Widen from 4-lane to 6-lane roadway from US 1 to Pine Lakes Pkwy
- H. Palm Coast Pkwy Ext.: Construct new 2-lane roadway from Hargrove Grade Rd to Village Center per NCOA

Phase 3 Pipeline Plan*

- I. US 1: Widen from 4-lane to 6-lane roadway from SR 100 W/SR 20 OR Woodland Ave to Otis Stone Hunter Rd
- J. CR 13: Widen to 12-foot lanes from Hargrove Grade Rd Ext. to US 1 OR 4-lane from Hargrove Grade Rd Ext. to Sawgrass Rd
- K. Palm Coast Pkwy Ext: Widen from 2-lane to 4-lane from US 1 to Hargrove Grade Rd (optional: replaces G and L)
- L. Royal Palms Pkwy: Widen from 2-lane to 4-lane roadway from Rymfire to Belle Terre Pkwy OR Belle Terre Pkwy: Widen from 4-lane to 6-lane from Easthampton Blvd to Royal Palms Pkwy
- M. New Brick Pkwy: Construct new 2-lane roadway from Village Center to North Project Boundary per NCOA
- N. US 1/SR 100: Transportation Improvements - City of Bunnell

*Note: Specific timing of certain improvements within each phase is identified in the Development Order text.

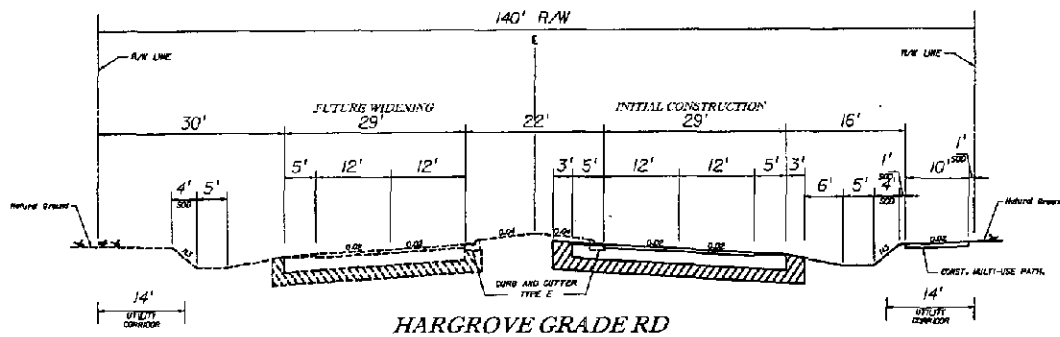
Lassiter Transportation Group, Inc.
Engineering and Planning

123 Live Oak Avenue - Daytona Beach, Florida 32114
Telephone: 386.257.2571 Fax: 386.257.6996 EMail: WJ00127

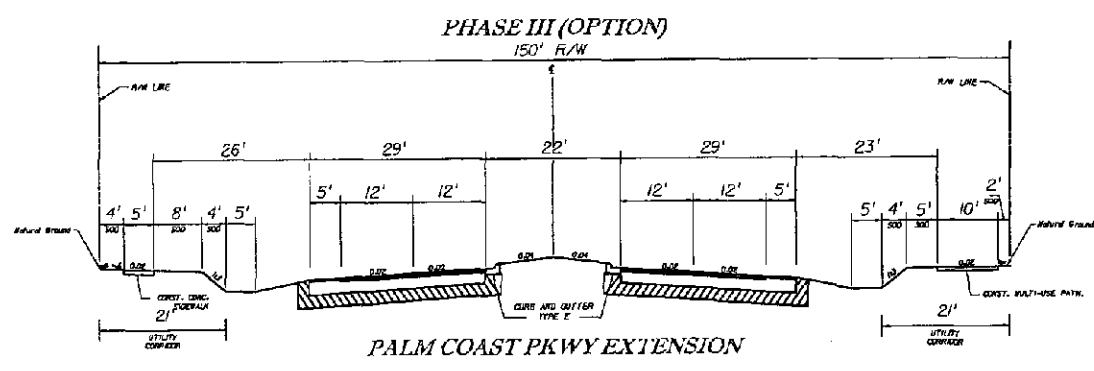
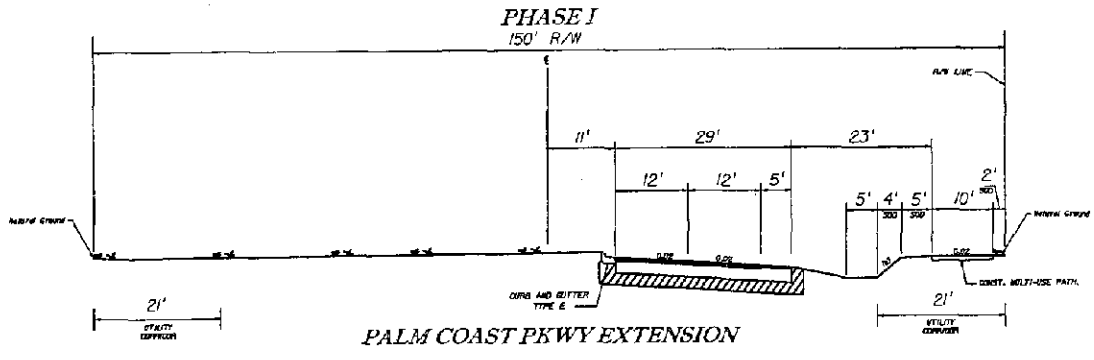
LTG Project Number: 3650.04

EXHIBIT 11-3

Transportation Improvements Typical Sections

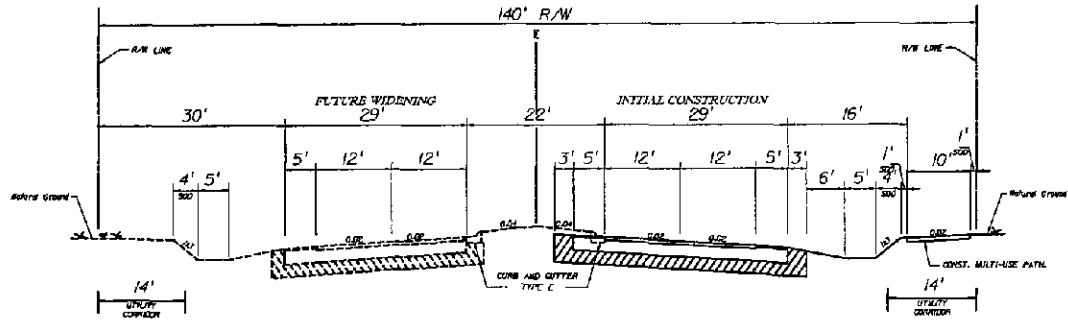


REVISIONS				 Laidlaw Transportation Group, Inc. Engineering and Planning 101 N. W. 10th Ave., Suite 100 Fort Lauderdale, FL 33304 (954) 571-1234	PALM COAST ROADWAY PROJECT		TYPICAL SECTIONS	SHEET NO. 3
DATE	DESCRIPTION	DATE	DESCRIPTION		DESCRIPTION	ENHANCEMENT		
					SECTION 1			



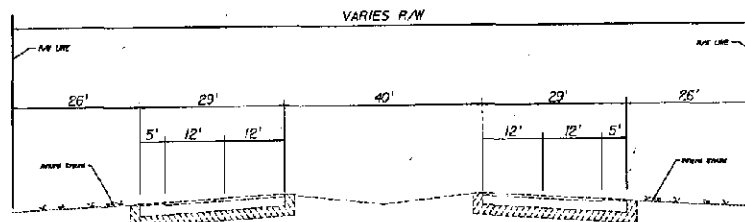
REVISIONS				PALM COAST ROADWAY PROJECT		TYPICAL SECTIONS	SHEET NO. 6
DATE	DESCRIPTION	DATE	DESCRIPTION	DESIGNER	EXHIBIT NUMBER		
				NANCY LARKS			

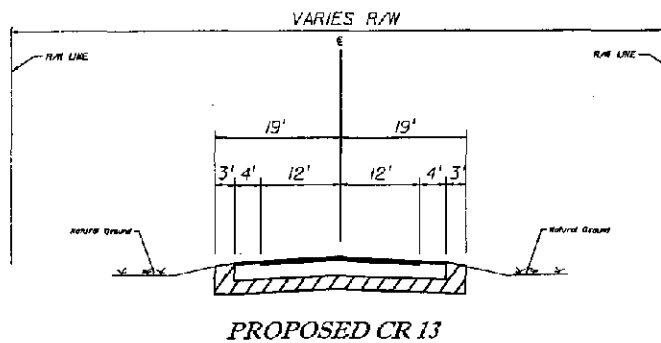
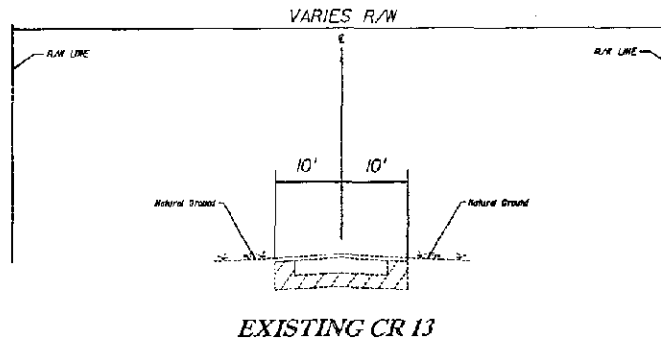
Laszlo Transportation Group, Inc.
Engineering and Planning
12345 Main Street
Nashville, TN 37203
615.555.1234
www.laszlo.com



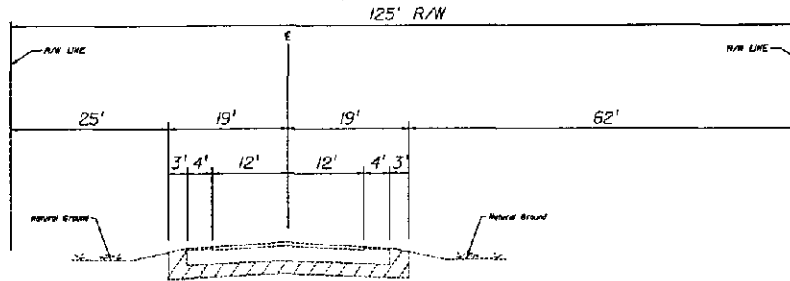
OTIS STONE HUNTER RD

REVISIONS				 Laxton Transportation Group, Inc. Engineering and Planning 1001 W. 10th St., Suite 100 Tulsa, OK 74106 (918) 438-1111 www.laxtongroup.com PALM COAST ROADWAY PROJECT	DESCRIPTION EXHIBIT NUMBER	TYPICAL SECTIONS	SHEET NO. 4
DATE	DESIGNED	CITY	DESCRIPTION				
				YANOGA LARSEN			

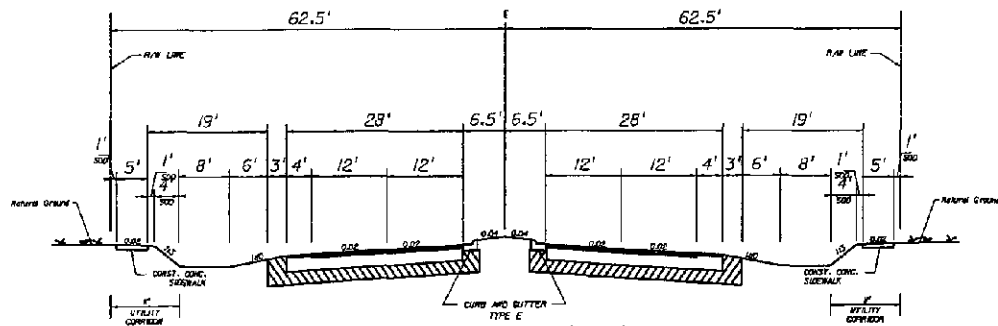




REVISIONS				 Lacerte Transportation Group, Inc. Engineering and Planning 1101 W. 1st Ave., Suite 100 Palm Beach, FL 33411 Tel: 561-832-1100 Fax: 561-832-1101 Website: www.lacerte.com	PALM COAST ROADWAY PROJECT		TYPICAL SECTIONS	SHEET NO. 5
DATE	DESCRIPTION	DATE	DESCRIPTION		DESCRIPTION	EXHIBIT NUMBER		
					SECTION 1			

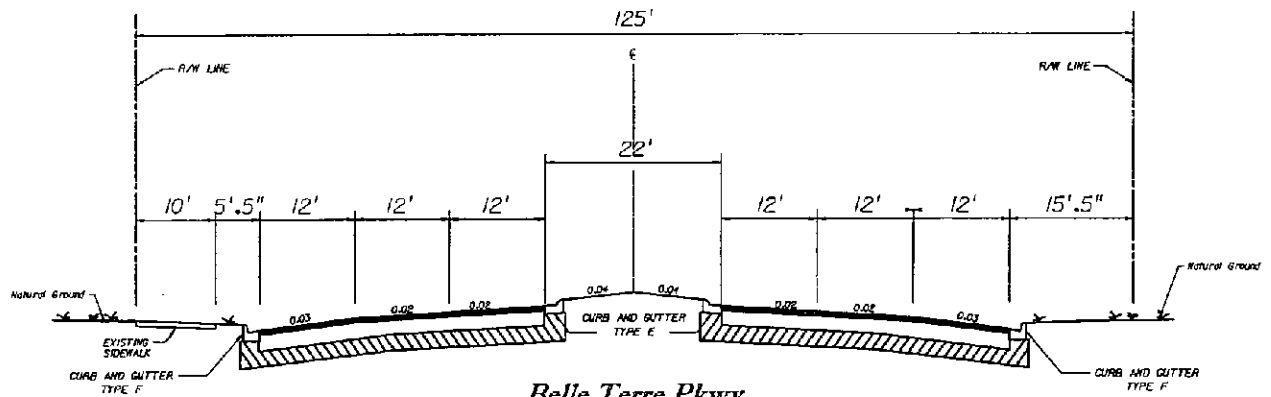


EXISTING ROYAL PALMS PKWY



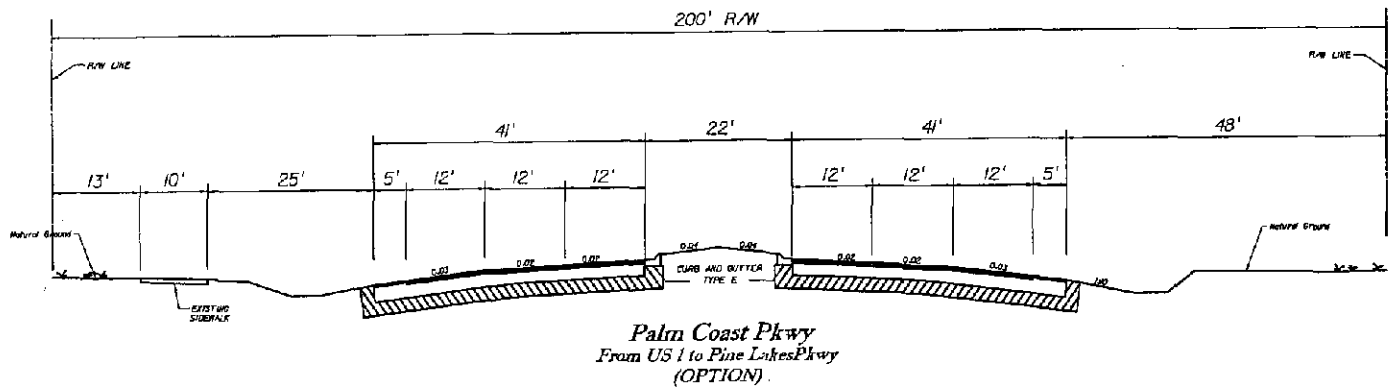
PROPOSED ROYAL PALMS PKWY
(OPTION)

REVISED				Palmetto Transportation Group, Inc. Engineering and Planning 100 W. 1st Street, Suite 200 Palm Beach, FL 33480 (561) 832-1111 www.palmettoeng.com	PALM COAST ROADWAY PROJECT		TYPICAL SECTIONS	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		DESCRIPTION	REVISION NUMBER		
					SECTION 1			2



Belle Terre Pkwy
 From Easthampton Blvd to Royal Palms Pkwy
 (OPTION)

REVISIONS				 Landscape Transportation Group, Inc. Engineering and Planning 1111 W. 1st Street, Suite 100 Palm Beach, FL 33480-1001 Phone: (561) 832-1111 Fax: (561) 832-1112	PALM COAST ROADWAY PROJECT		TYPICAL SECTIONS	SHEET NO. 8
DATE	DESCRIPTION	DATE	DESCRIPTION		DESCRIPTION	DRAWING NUMBER		
					SECTION 1.1			



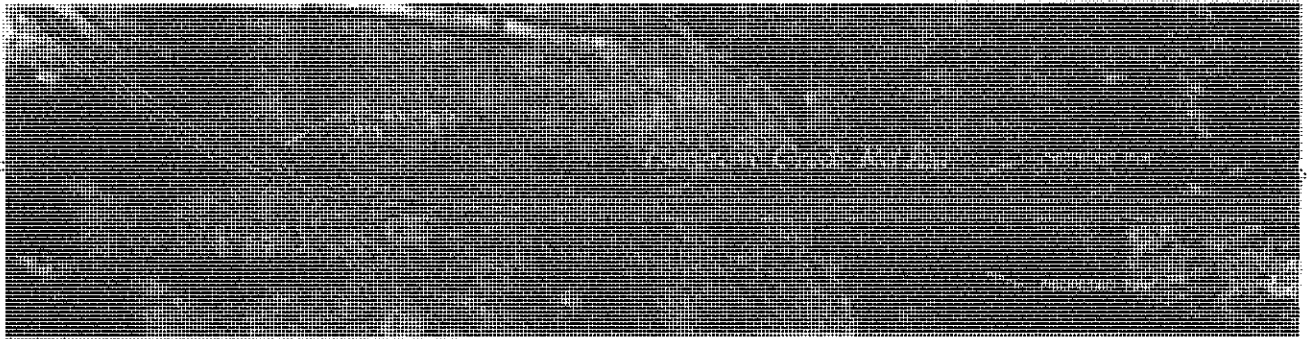
REVISIONS		DESCRIPTION	 L&P Engineering and Planning 122 S.W. 1st Street, Suite 200 Palm Beach, FL 33480-4400 Phone: (561) 832-1111 Fax: (561) 832-1112 www.lap-engineering.com	PALM COAST HIGHWAY PROJECT		TYPICAL SECTIONS	SHEET NO.
DATE	DESCRIPTION			DESCRIPTION	EMPHASIS NUMBER		
				NADGA L&P			7

EXHIBIT 11-4

Transportation Improvements Graphics

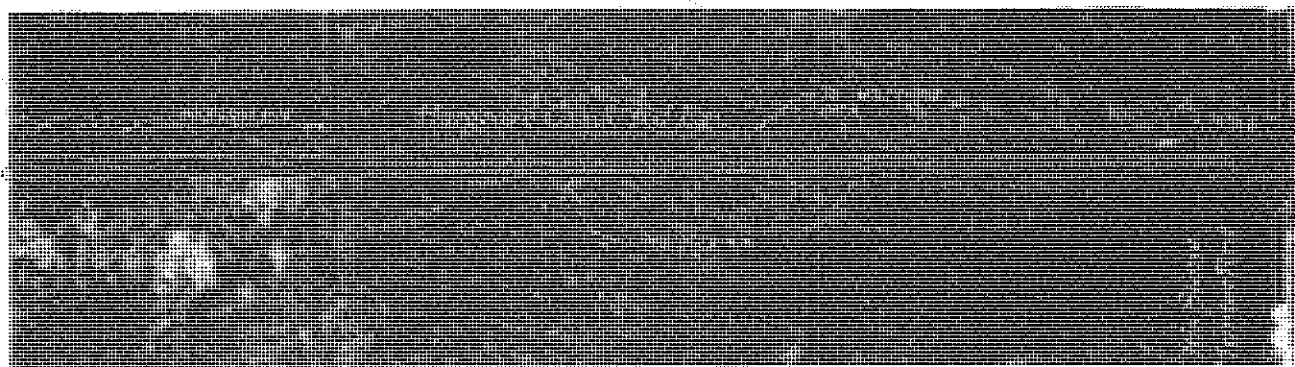


0 50 200
Feet

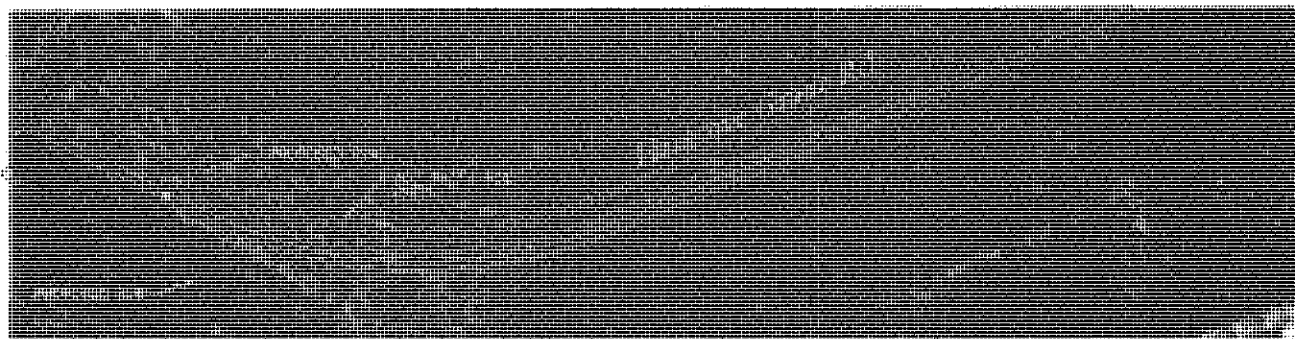


Notes: 1.) This plan is conceptual and represents the developer's pipeline improvements.
2.) The final alignment is subject to change pending right-of-way acquisitions.

REVISIONS				 Castaldi Transportation Group, Inc. Engineering and Planning 115 East Bay Street Fort Myers, FL 33901 Phone: 941.933.1111 Fax: 941.933.1112	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			IMPROVEMENTS TO HARGROVE GRADE RD	SHEET NO. 1
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT NO.		
						FLAGLER			



0 50 200
Feet

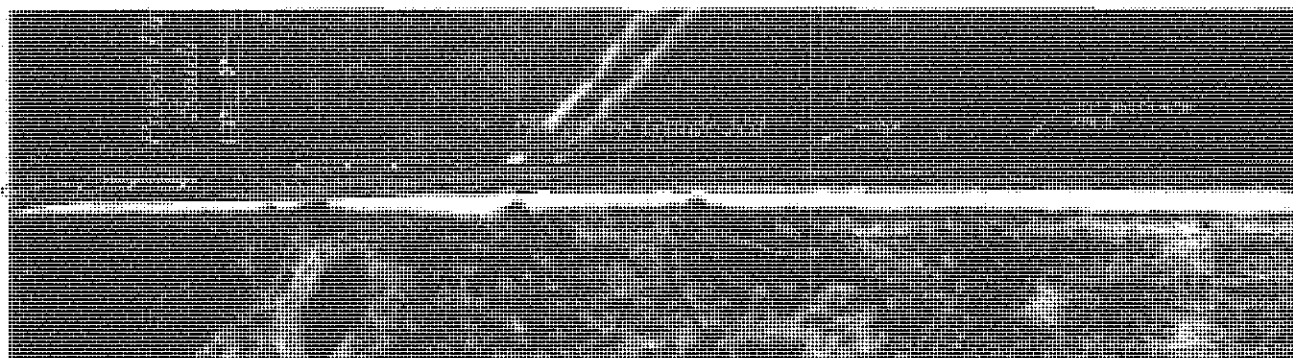


Notes: 1.) This plan is conceptual and represents the developer's pipeline improvements.
2.) The final alignment is subject to change pending right-of-way acquisitions.

REVISIONS				 Envision Transportation Group, Inc. Engineering and Planning 1000 N. W. 10th Ave. Fort Lauderdale, FL 33304 Phone: (954) 571-1111 Fax: (954) 571-1112	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			IMPROVEMENTS TO HARGROVE GRADE RD	SHEET NO. 2
DATE	DESCRIPTION	BY	DATE		TRAIL NO.	COUNTY	FINANCIAL DISTRICT		
						FLAGLER			



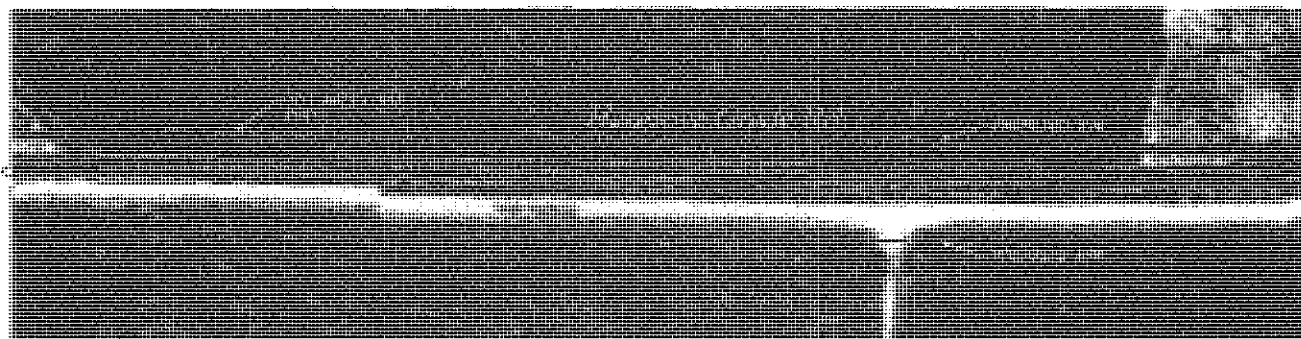
0 50 200
Feet



Notes: 1.) This plan is conceptual and represents the developer's pipeline improvements.
2.) The final alignment is subject to change pending right-of-way acquisitions.

DATE		REVISIONS			STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			IMPROVEMENTS TO HARGROVE GRADE RD	SHEET NO. 5
	12/28/2022		DESCRIPTION		ROAD NO.	COUNTY	PROJECT NO.		
						FLAGLER			

STA. 143+50



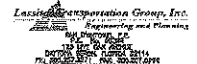
0 50 200
Feet

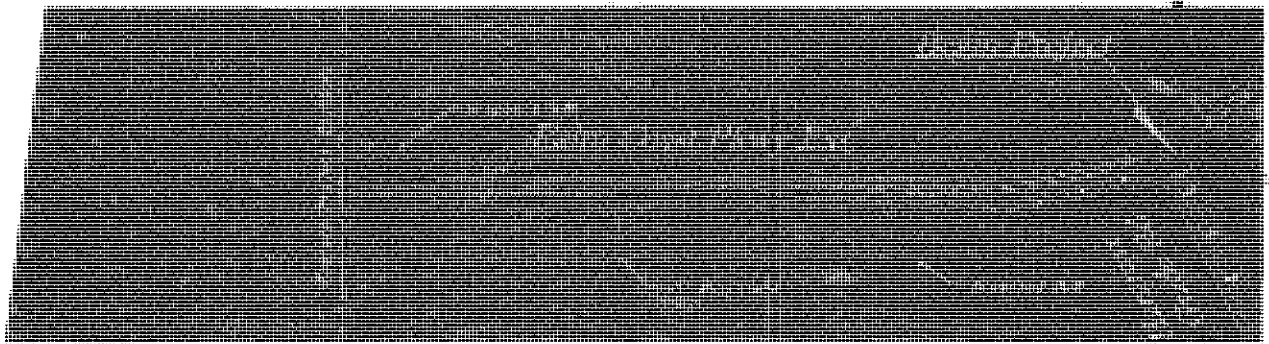
STA. 143+00



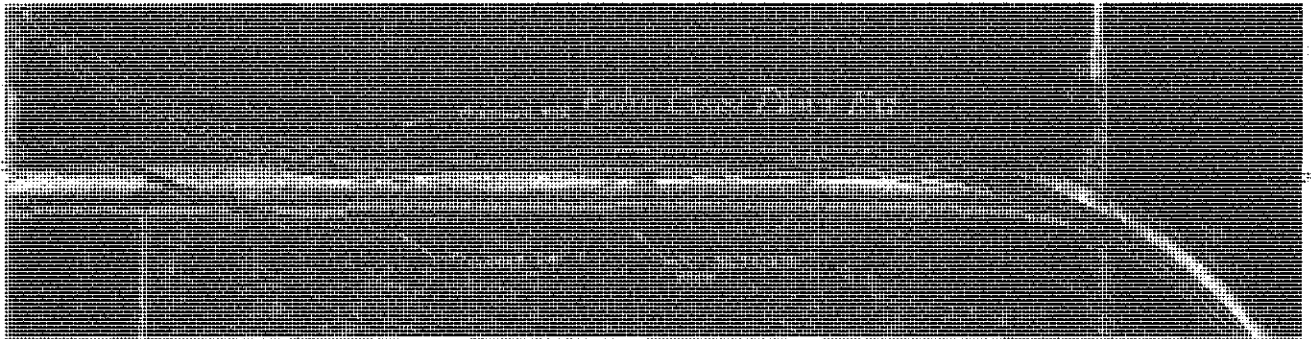
Notes: 1.) This plan is a concept and represents the developer's proposed improvements.

2.) The final alignment is subject to change pending right-of-way acquisitions.

DATE		REVISIONS			STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			IMPROVEMENTS TO HARGROVE GRADE RD	SHEET NO. 5
DATE	APPROVED	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT NO.		
						FLAGLER			

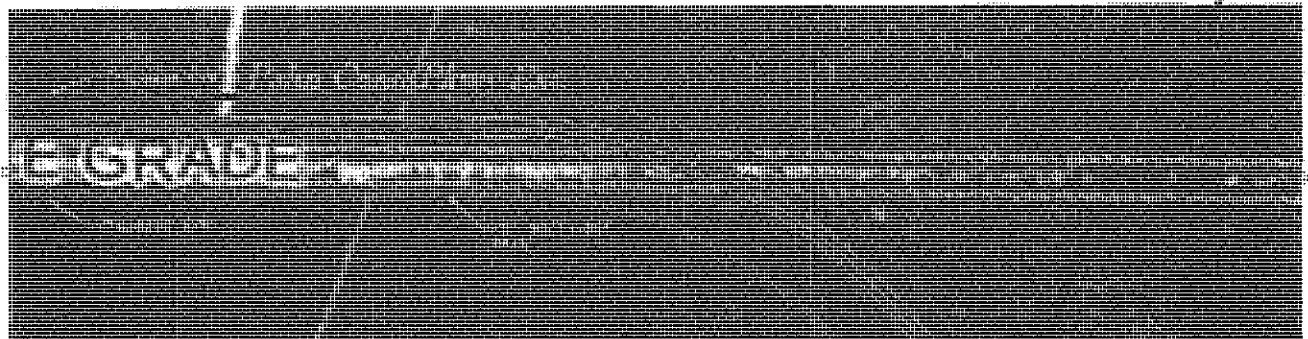
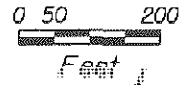
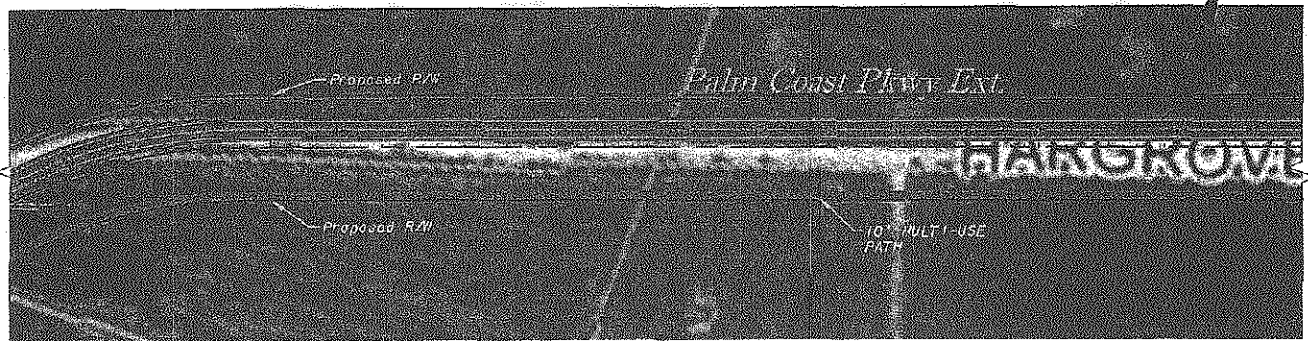


0 50 200
Feet



Notes: 1.) This plan is conceptual and represents the developer's pipeline improvements.
2.) The final alignment is subject to change pending right-of-way acquisitions.

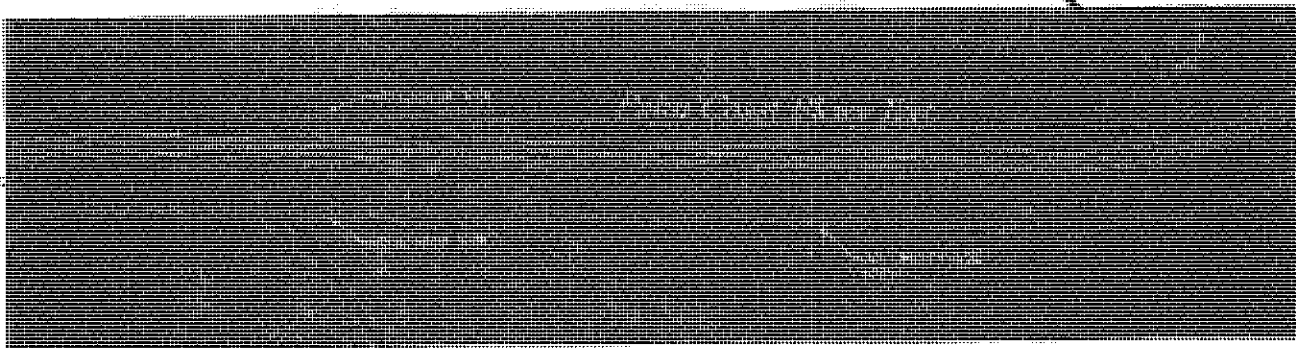
REVISIONS			 Eastcoast Transportation Group, Inc. Engineering and Planning 10000 E. 1st Ave., Suite 200 Denver, CO 80231 TEL: 303.751.1111 FAX: 303.751.1111	STATE OF FLORIDA			IMPROVEMENTS TO PALM COAST PKWY EXT.	SHEET NO. 1
DATE	DESCRIPTION	BY		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					FLAGLER			



- Notes: 1.) This plan is conceptual and represents the developer's pipeline improvements.
 2.) The final alignment is subject to change pending right-of-way acquisitions.

REVISIONS				 L&L Engineering Group, Inc. Surveying and Planning 10000 N. US HWY 1 SUITE 100 TAMPA, FL 33634 TEL: 813-281-1111 FAX: 813-281-1112	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			IMPROVEMENTS TO PALM COAST PKWY EXT.	SHEET NO. 2
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT NO.		
						FLAGLER			

STA. 72+00



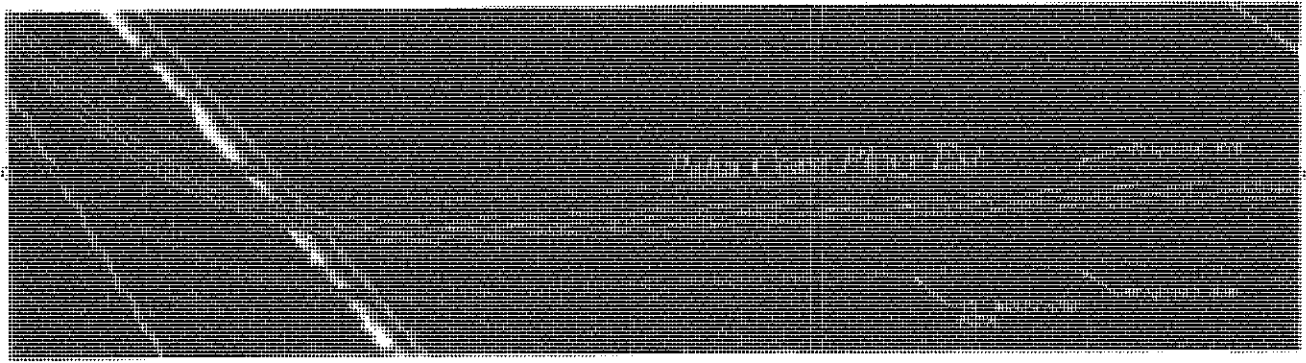
0 50 200
Feet

STA. 72+00



Notes: 1.) This plan is conceptual and represents the developer's pipeline improvements.
2.) The final alignment is subject to change pending right-of-way acquisitions.

REVISIONS				 L&S Transportation Group, Inc. Engineering and Planning 1201 S.W. 10th Ave. Suite 200 Fort Lauderdale, FL 33304 Phone: (954) 571-1111 Fax: (954) 571-1112	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			IMPROVEMENTS TO PALM COAST PKWY EXT.	SHEET NO. 3
DATE	DESCRIPTION	DATE	DESCRIPTION		PROJECT NO.	DEPT.	FINANCIAL PROJECT NO.		
						FLAGLER			

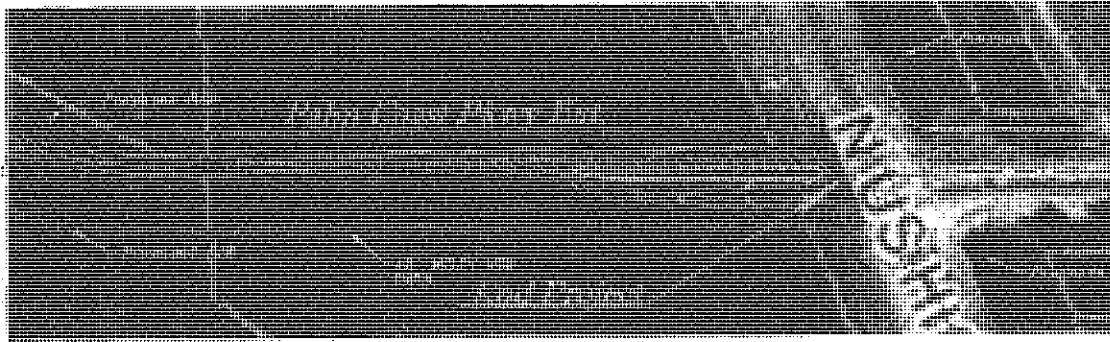


0 50 200
Feet



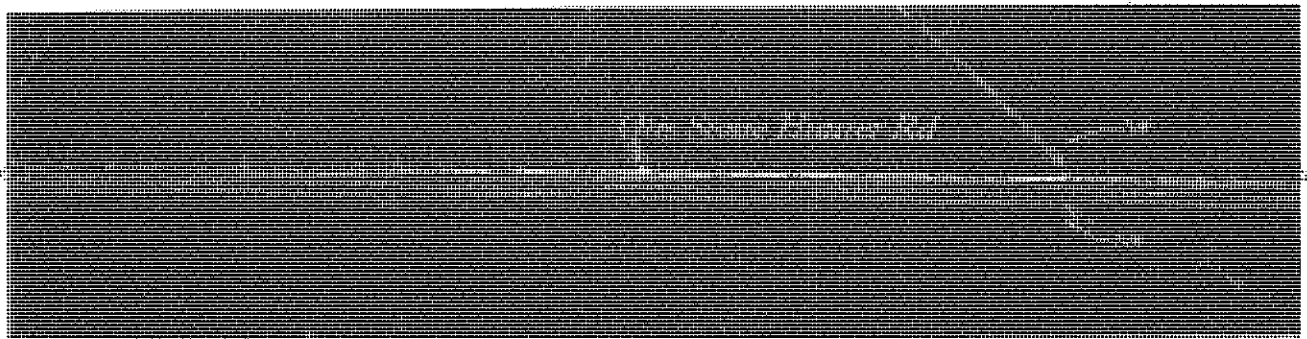
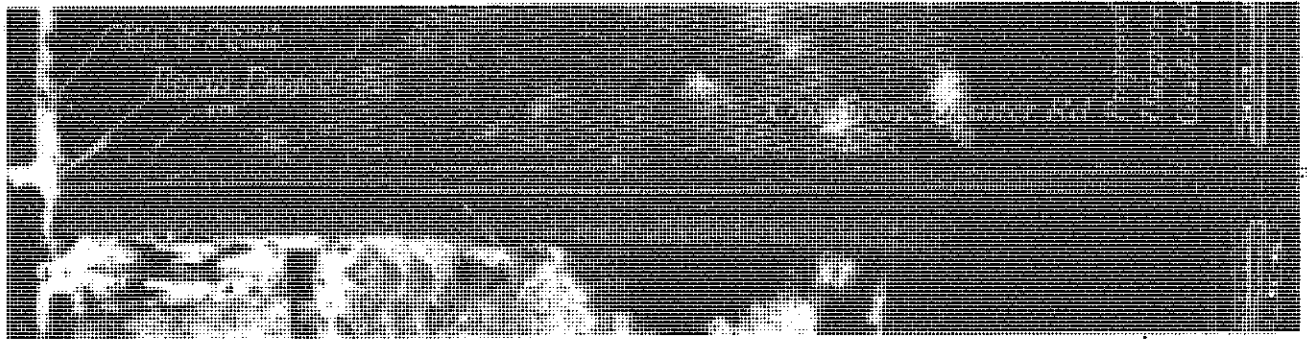
Notes: 1.) This plan is conceptual and represents the developer's pipeline improvements.
2.) The final alignment is subject to change pending right-of-way acquisitions.

REVISIONS				 Leith Transportation Group, Inc. Engineering and Planning 1111 S. W. 11th Ave. Fort Lauderdale, FL 33304 Phone: (954) 571-1111 Fax: (954) 571-1112	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			IMPROVEMENTS TO PALM COAST PKWY EXT.	SHEET NO. 4
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
						FLAGLER			



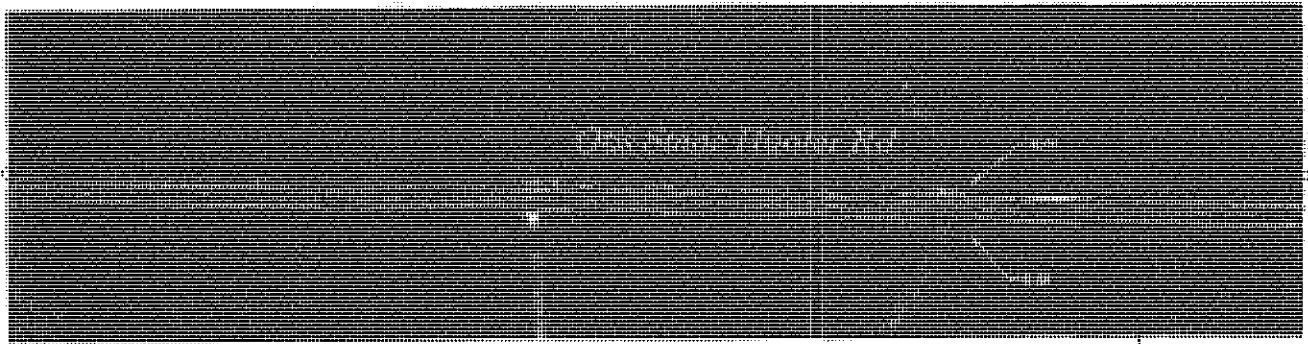
- Notes: 1.) This plan is conceptual and represents the developer's pipeline improvements.
2.) The final alignment is subject to change pending right-of-way acquisitions.

REVISIONS				Lesh Transportation Group, Inc. Engineering and Planning 110 S.W. 1st Street Ocala, Florida 34401 (352) 341-1111	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			IMPROVEMENTS TO PALM COAST PKWY EXT.	SHEET NO. 5
DATE	DESCRIPTION	BY	DESCRIPTION		ROAD NO.	COUNTY	PRINCIPAL PROJECT NO.		
						FLAGLER			

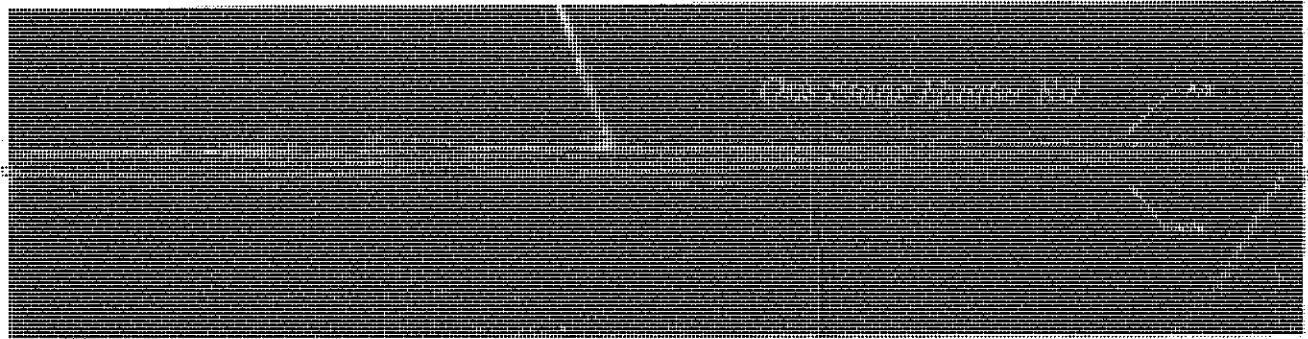


Notes: 1.) This plan is conceptual and represents the developer's pipeline improvements.
 2.) The final alignment is subject to change pending right-of-way acquisitions.

REVISIONS				 L&L Transportation Group, Inc. Engineering and Planning 10000 E. 11th Avenue, Suite 200 Denver, CO 80231 TEL: 303.751.1234 FAX: 303.751.1235 WWW.LANDL.COM	STATE OF FLORIDA			IMPROVEMENTS TO OTIS STONE HUNTER RD	SHEET NO. 1
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT NO.		
						FLORIDA			

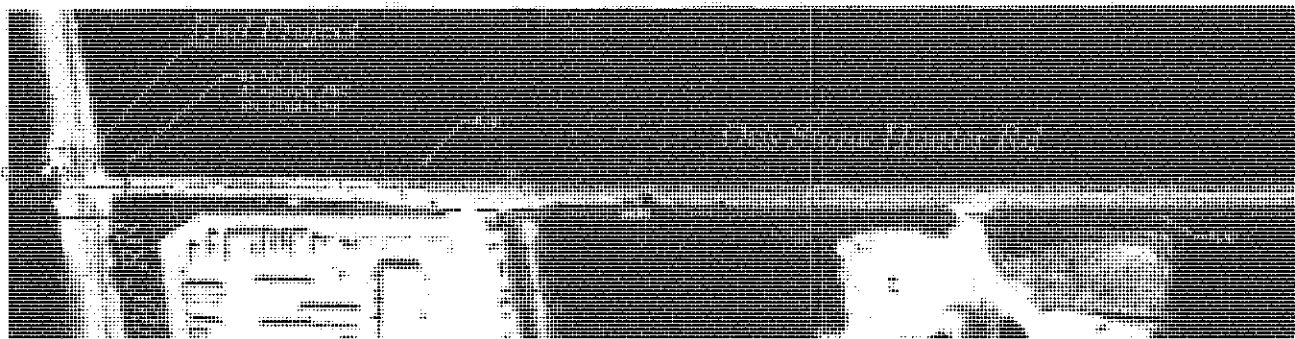


0 50 100
Feet



Notes: 1.) This plan is conceptual and represents the developer's pipeline improvements.
2.) The final alignment is subject to change pending right-of-way acquisitions.

REVISIONS				 Latchum Engineering and Planning, Inc. Engineering and Planning 1111 N. W. 11th Ave. Suite 100 Fort Lauderdale, FL 33304 Phone: (305) 555-1111	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			IMPROVEMENTS TO OTIS STONE HUNTER RD	SHEET NO. 2
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	EVENT	FUNDING PROJECT NO.		
						FLA 001			

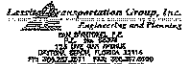


0 50 200

Feet



Notes: 1.) This plan is conceptual and represents the developer's pipeline improvements.
2.) The final alignment is subject to change pending right-of-way acquisitions.

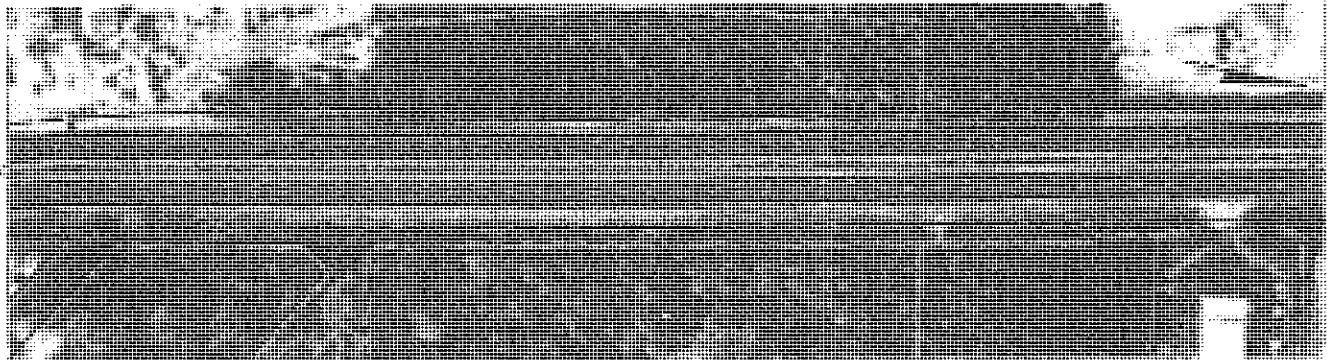
REVISIONS				 Letts Engineering Group, Inc. Engineering and Planning 1000 N. W. 10th Ave. Suite 200 Fort Lauderdale, Florida 33311 Tel: (305) 551-1111 Fax: (305) 551-1111 E-mail: info@lettseng.com	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			IMPROVEMENTS TO OTIS STONE HUNTER RD	SHEET NO. 3
DATE	DESCRIPTION	DATE	REVISION		TEXT NO.	COUNTY	PROJECT NO.		
						FLAGLER			



* Project may start at SR 100W/SR 20 Intersection under two conditions:

- 1.) If FDOT secures sufficient right-of-way to accommodate a 6-lane section;
- 2.) If FDOT agrees to a 6-lane section that fits within the existing right-of-way.

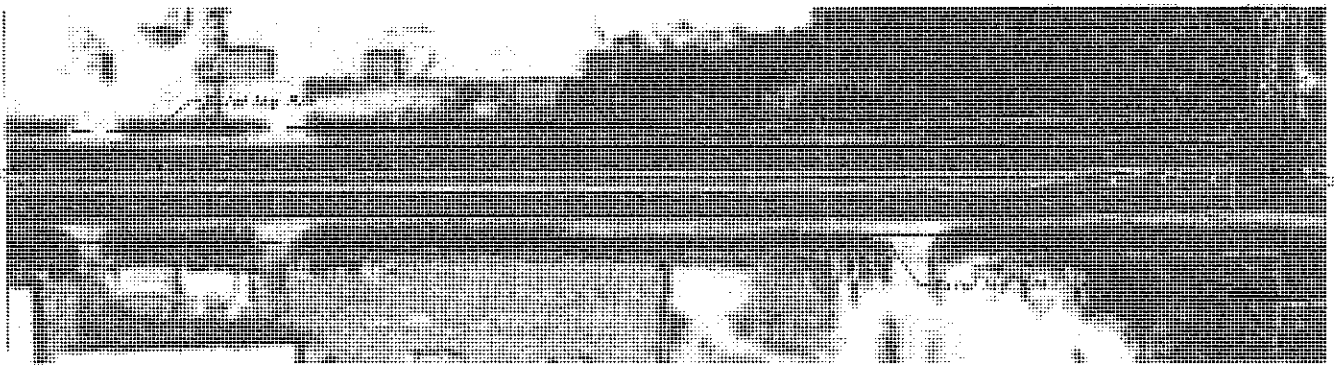
0 50 200
Feet



Notes: 1.) This plan is conceptual and represents the developer's pipeline improvements.
2.) The final alignment is subject to change pending right-of-way acquisitions.

REVISIONS			Lennett Transportation Group, Inc. Engineering and Planning 10000 E. 15th Ave. Suite 100 Denver, CO 80231 Tel: 303.751.1111 Fax: 303.751.1112	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO.
DATE	DESCRIPTION	DATE		ROAD NO.	CWET	FINANCIAL PROJECT ID	
					FLAGLER		1

IMPROVEMENTS TO US 1



0 50 200
feet



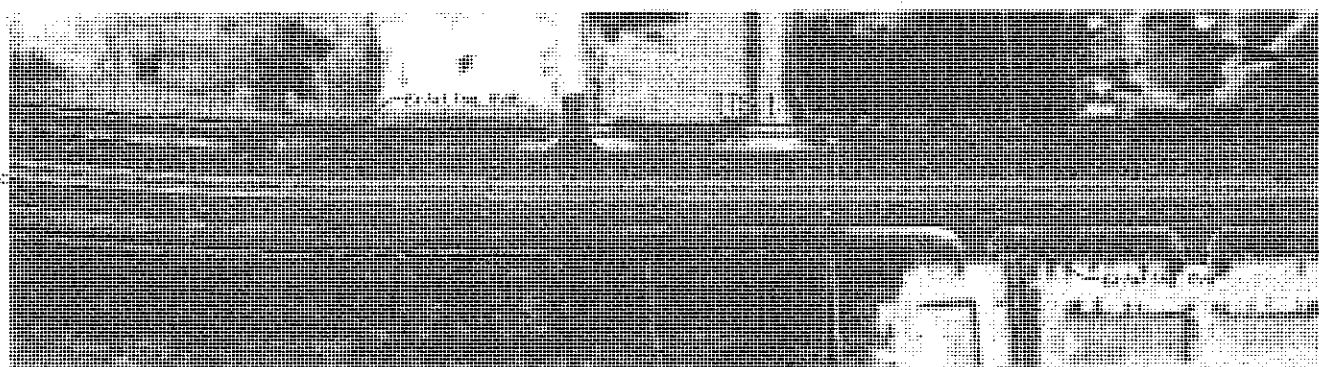
Notes: 1.) This plan is conceptual and represents the developer's pipeline improvements.
2.) The final alignment is subject to change pending right-of-way acquisitions.

REVISIONS		REVISIONS		Eastman Transportation Group, Inc. Engineering and Planning 10000 E. 15th Ave. Suite 100 Denver, CO 80231 Tel: (303) 751-1111 Fax: (303) 751-1112	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	CONTRACT	
					FLA 100	FLA 100	2

IMPROVEMENTS TO US 1

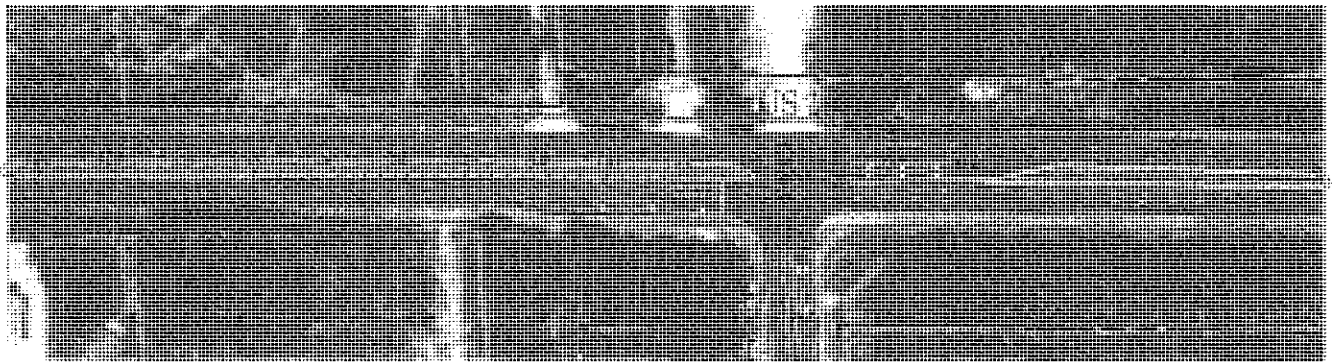


0 50 200

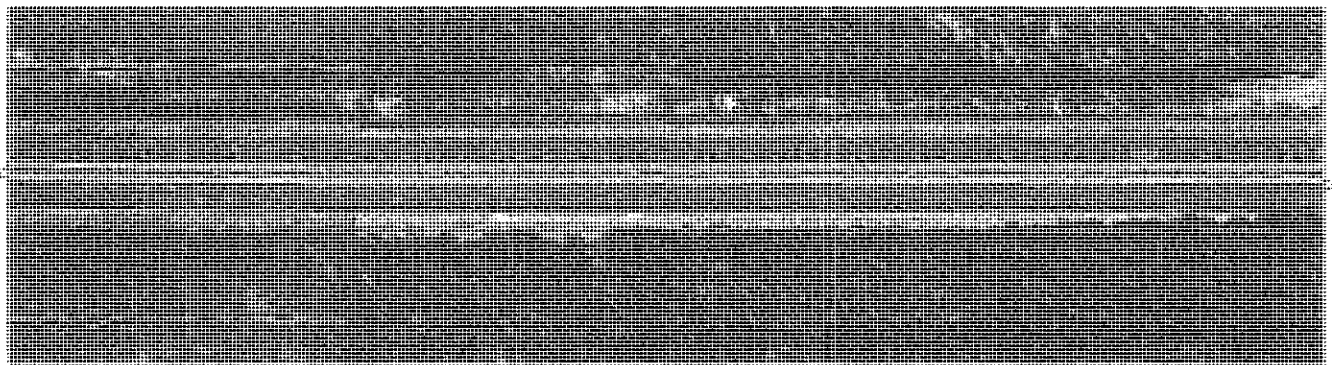


Notes: 1.) This plan is conceptual and represents the developer's pipeline improvements.
2.) The final alignment is subject to change pending right-of-way acquisitions.

REVISORS					STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			IMPROVEMENTS TO US 1	SHEET NO. 3
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
						FLAGLER			



0 50 100

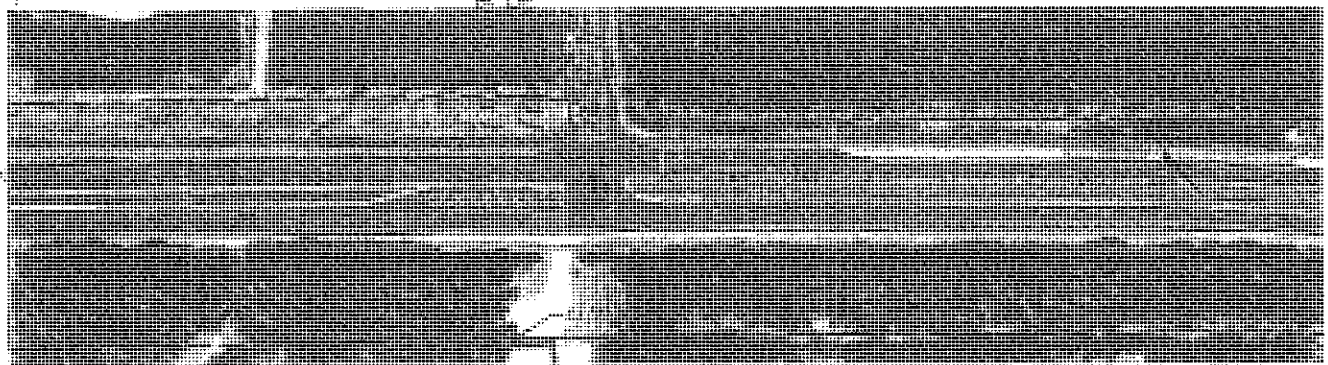


Notes: 1.) This plan is conceptual and represents the developer's pipeline improvements.
2.) The final alignment is subject to change pending right-of-way acquisitions.

REVISIONS		REVISIONS		 LANDMARK Transportation Group, Inc. Engineering and Planning 1801 W. 10th Street Fort Lauderdale, Florida 33314 PH: 305-557-1111 FAX: 305-557-1112	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		IMPROVEMENTS TO US 1	SHEET NO. 4
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT NO.	
						FLAGLER		

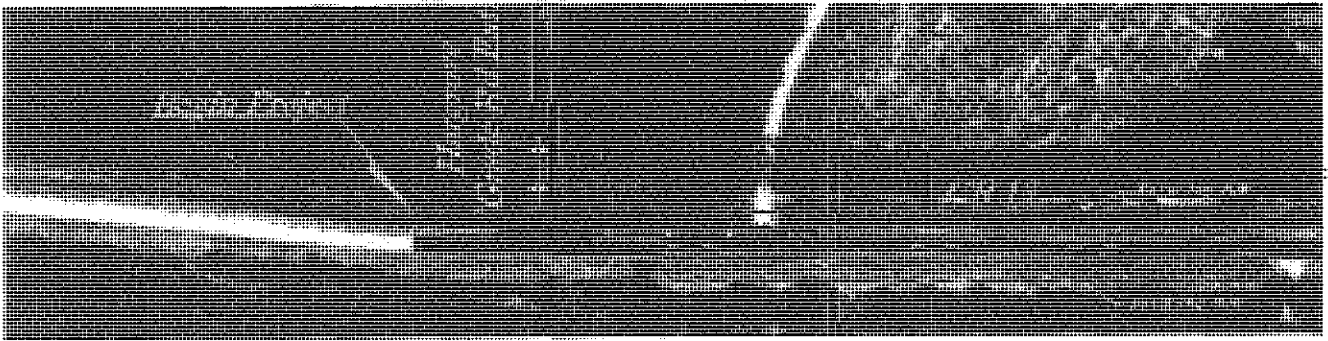


0 50 200



Notes: 1.) This plan is conceptual and represents the developer's pipeline improvements.
2.) The final alignment is subject to change pending right-of-way acquisitions.

REVISORS			 L&M Transportation Group, Inc. Engineering and Planning 10000 N. W. 11th Ave. Suite 100 Miami, FL 33150 Tel: (305) 555-1234 Fax: (305) 555-1235	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			IMPROVEMENTS TO US 1 	SHEET NO. 5
DATE	DESCRIPTION	DATE		PLAN NO.	COMMITTEE	FINANCIAL PROJECT ID		
					FLAGLER			



STA. 22+40

0 50 200
Feet

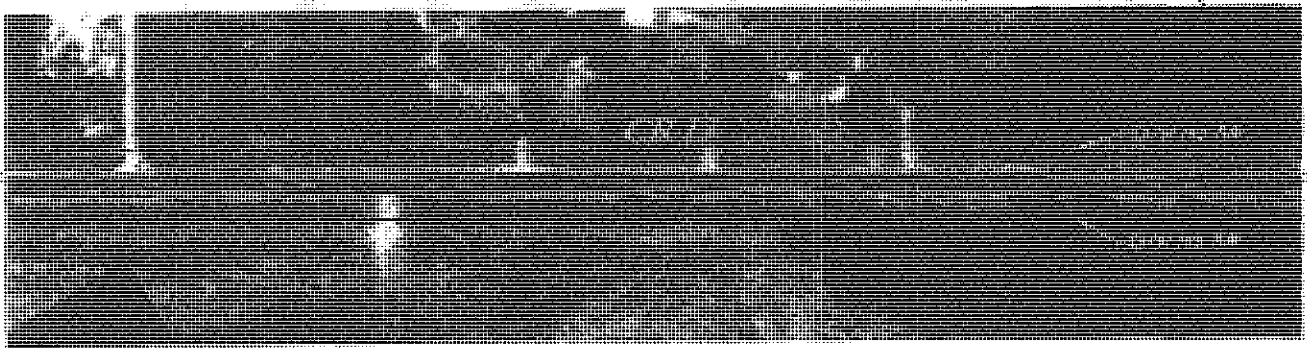


STA. 41+20

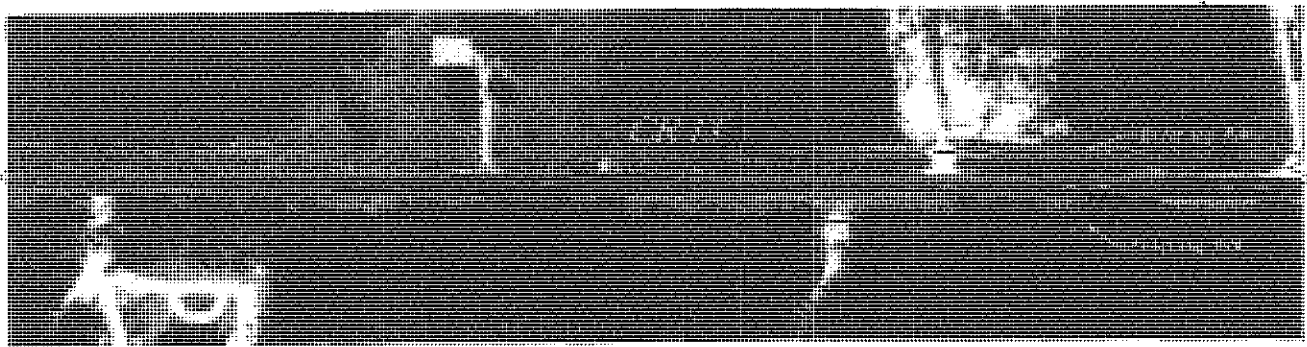
Notes: 1.) This plan is conceptual and represents the developer's pipeline improvements.
2.) The final alignment is subject to change pending right-of-way acquisitions.

REVISIONS				 Laidlaw Transportation Group, Inc. Engineering and Planning 1111 N. W. 10th Ave. Fort Lauderdale, FL 33304 (954) 561-1000	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO.
NO.	DESCRIPTION	DATE	BY		ROAD NO.	COUNTY	TRAILING PROJECT NO.	
						FLAGLER		1

IMPROVEMENTS TO CR 17



0 50 200
Feet

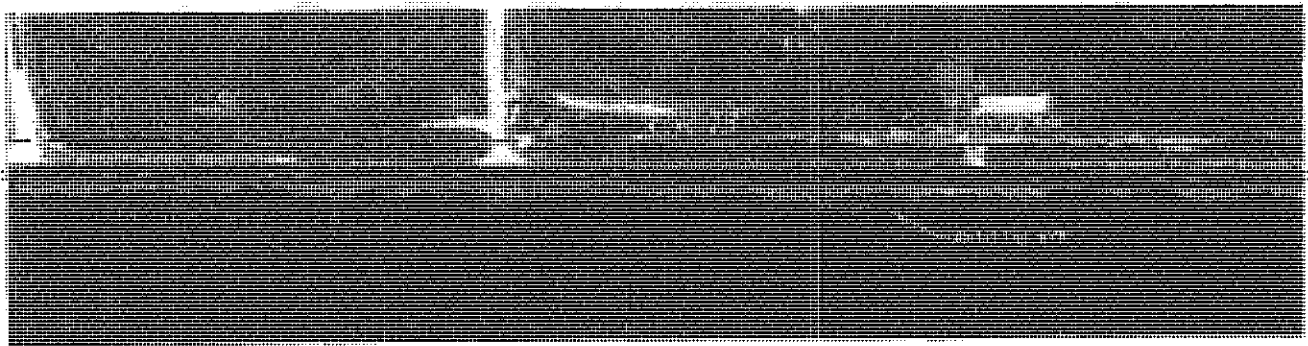


Notes: 1.) This plan is conceptual and represents the developer's pipeline improvements.
2.) The final alignment is subject to change pending right-of-way acquisitions.

REVISIONS				 Lachar Corporation Group, Inc. 10000 E. 15th Ave. Suite 100 Fort Lauderdale, FL 33304 Tel: (305) 557-1000 Fax: (305) 557-1001	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	DISTRICT	FINANCIAL DISTRICT NO.	
					FLAGLER		IMPROVEMENTS TO CR 13	2

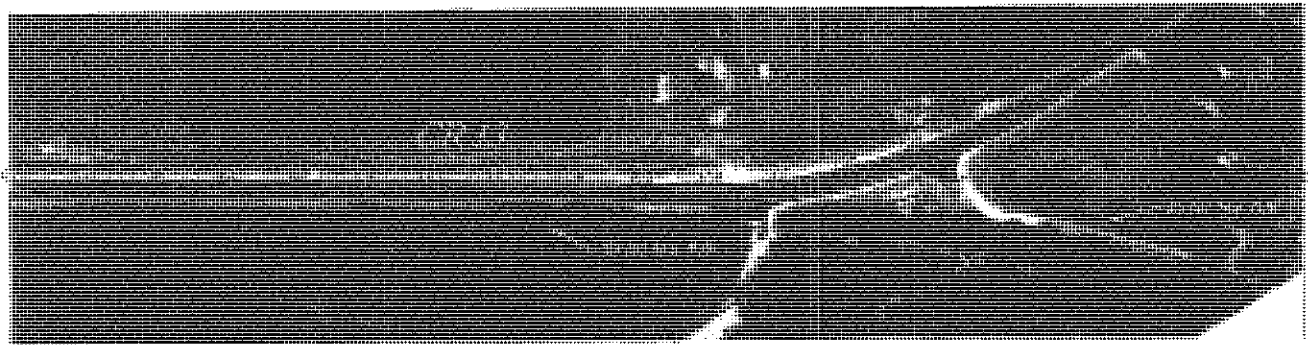
IMPROVEMENTS TO CR 13

STA. 77+60



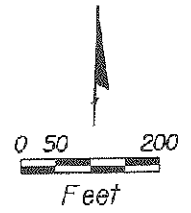
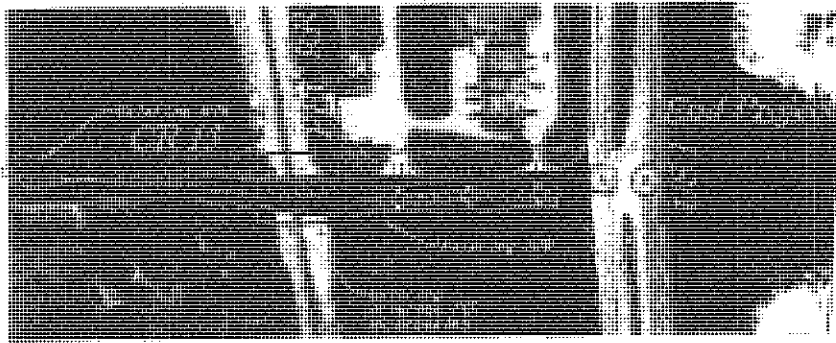
0 50 200
Feet

STA. 78+00



Notes: 1.) This plan is conceptual and represents the developer's pipeline improvements.
2.) The final alignment is subject to change pending right-of-way acquisitions.

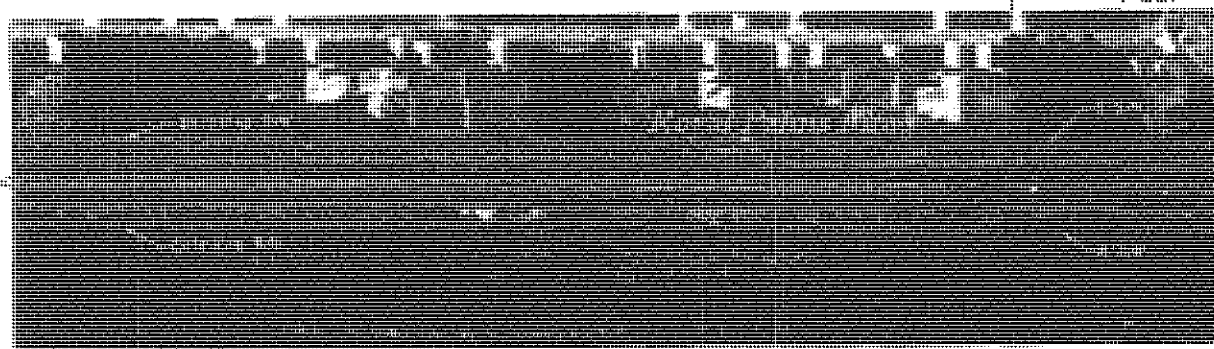
REVISIONS				 Laidlaw Transportation Group, Inc. Engineering and Planning 401 W. 1st St., Suite 200 Fort Lauderdale, FL 33301 Phone: (954) 571-1114 Fax: (954) 571-1115	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			IMPROVEMENTS TO CR 13	SHEET NO. 3
NO.	DESCRIPTION	DATE	BY		ROAD NO.	COUNTY	FISCAL PROJECT ID		
						FLASLER			



Notes: 1.) This plan is conceptual and represents the developer's pipeline improvements.
 2.) The final alignment is subject to change pending right-of-way acquisitions.

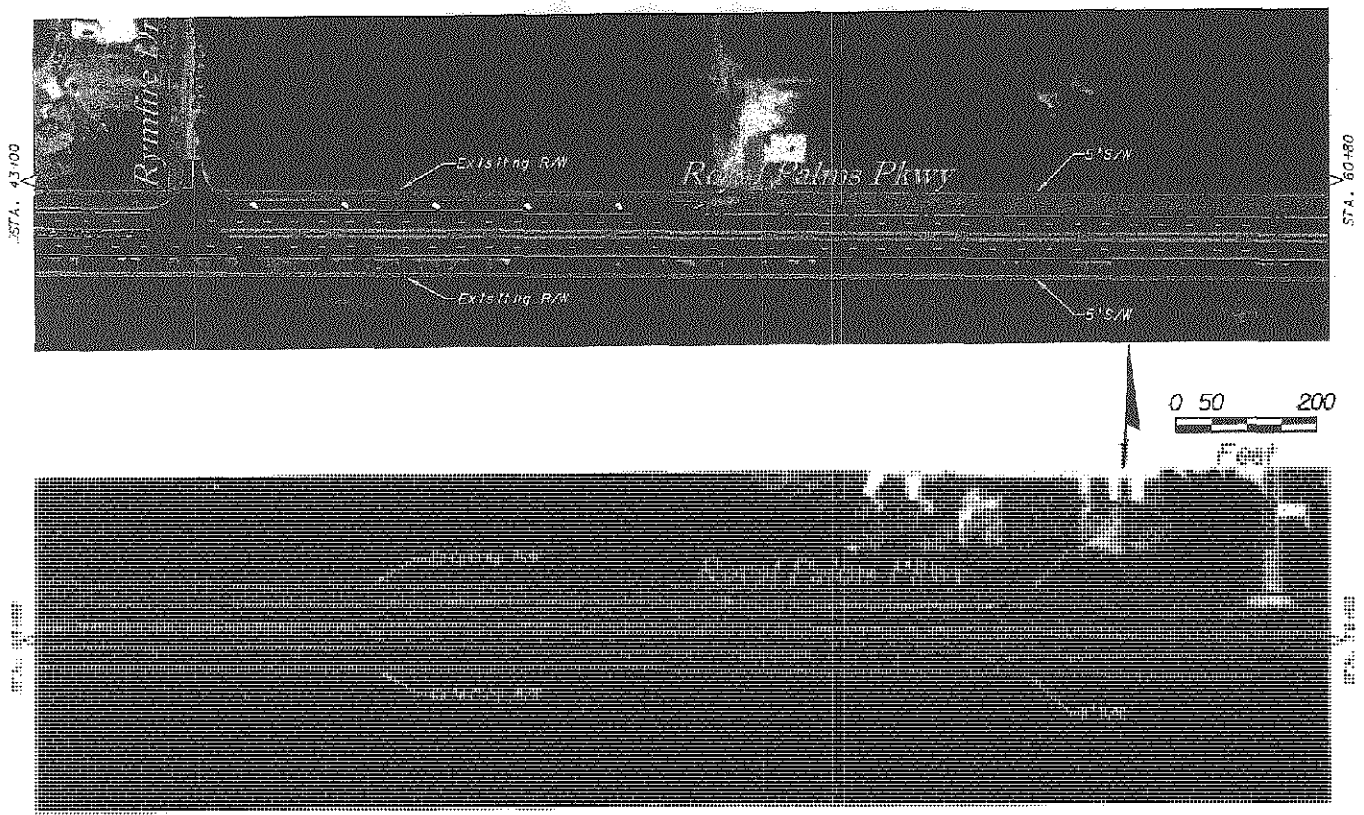
REVISIONS				LANTIER ENGINEERING GROUP, Inc. ENGINEERING AND PLANNING 1515 THE OAK DRIVE PALM BEACH, FLORIDA 33410 PHONE 561-833-1111 FAX 561-833-1112 LICENSE NO. 10003-000000000000	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT NO.	
						FLAGLER		4

IMPROVEMENTS TO CR 13



Notes: 1.) This plan is conceptual and represents the developer's pipeline improvements.
2.) The final alignment is subject to change pending right-of-way acquisitions.

REVISIONS				 Leads Transportation Group, Inc. 1211 TOWN OF PALM BLVD. SUITE 200 PALM BEACH, FL 33411 (561) 833-1111 FAX (561) 833-1112 (561) 833-1113 FAX (561) 833-1114	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			IMPROVEMENTS TO ROYAL PALMS PKWY	SHEET NO. 1
DATE	REVISION	DATE	REVISION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					FLAGLER				

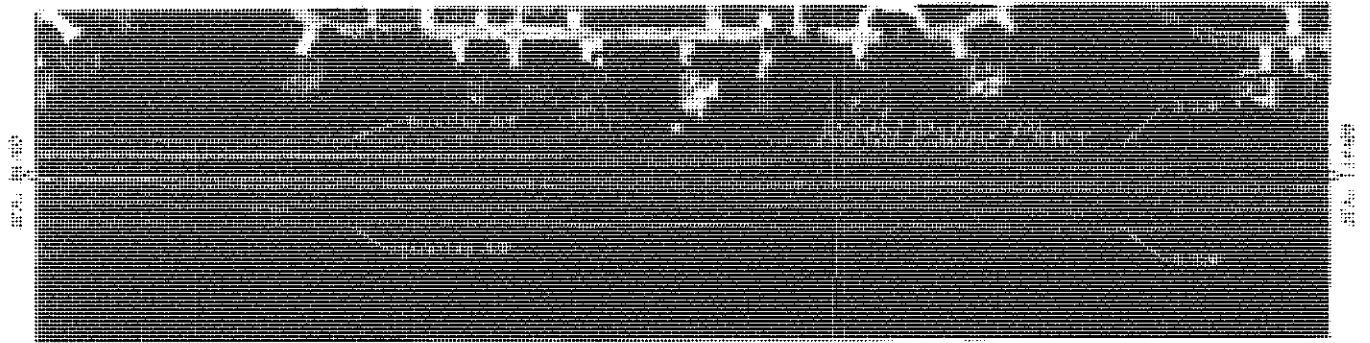


Notes: 1.) This plan is conceptual and represents the developer's pipeline improvements.
 2.) The final alignment is subject to change pending right-of-way acquisitions.

REVISIONS				 Laidlaw Transportation Group, Inc. Engineering and Planning 11515 N. W. 11th St. Suite 200 Fort Lauderdale, FL 33309	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			IMPROVEMENTS TO ROYAL PALMS PKWY	SHEET NO. 2
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	SECTION	PROJECT NO.		
						FUBLER			

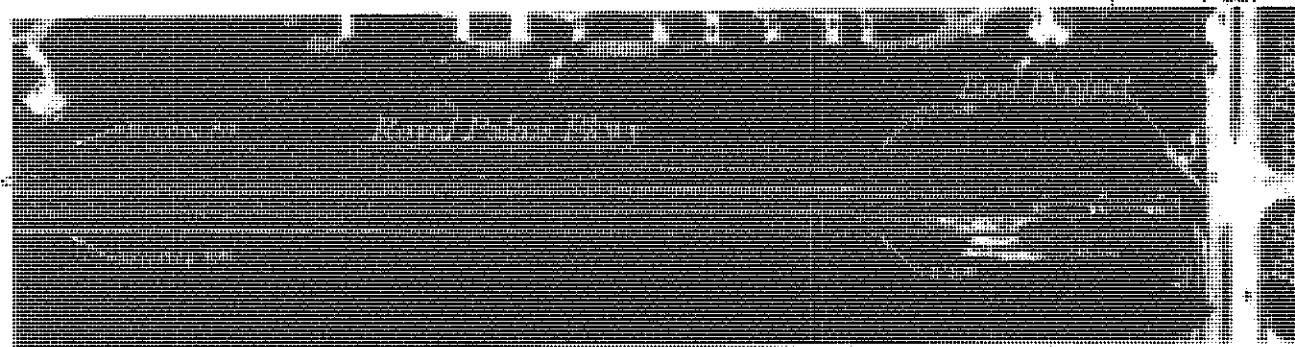


0 50 200
Feet



Notes: 1.) This plan is conceptual and represents the developer's pipeline improvements.
2.) The final alignment is subject to change pending right-of-way acquisitions.

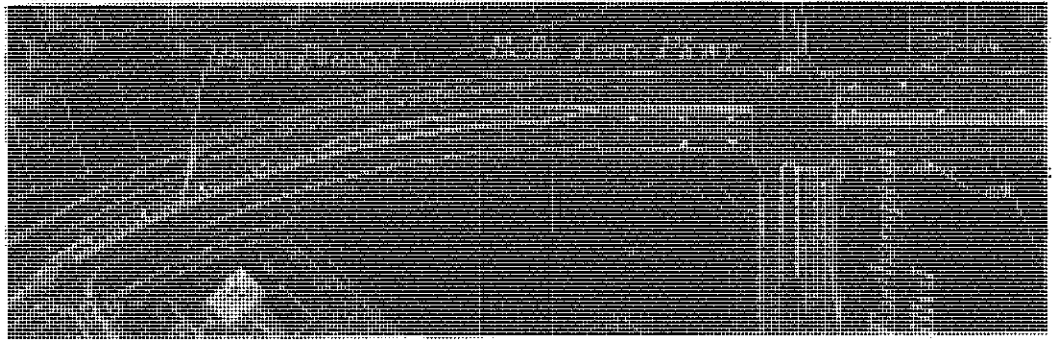
REVISIONS				Laidlaw Transportation Group, Inc. 1111 E. 1st Street, Suite 200 Ft. Lauderdale, FL 33304 Phone: (954) 571-1111 Fax: (954) 571-1112	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			IMPROVEMENTS TO ROYAL PALMS PKWY	SHEET NO. 5
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	PROJECT NO.		
						FLAGLER			



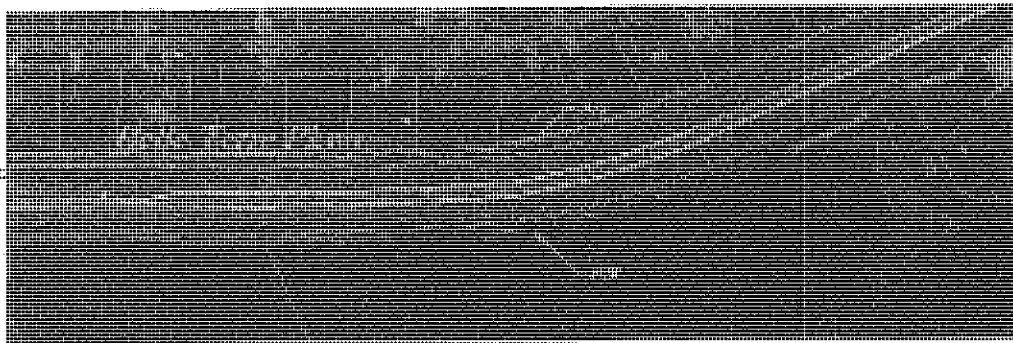
— 36 —

Notes: 1.) This plan is conceptual and represents the developer's pipeline improvements.
2.) The final alignment is subject to change pending right-of-way acquisitions.

REVISIONS				 Local Transportation Group, Inc. Engineering and Planning 1000 N.W. 67th Ave., Suite 200 Fort Lauderdale, FL 33309 Phone: (305) 468-2222 Fax: (305) 468-2222	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			IMPROVEMENTS TO ROYAL PALMS PKWY	SHEET NO. 4
DATE	DESCRIPTION	DATE	DESCRIPTION		TEND NO.	COUNTY	FINANCIAL PROJECT NO.		
					FLAGLER				

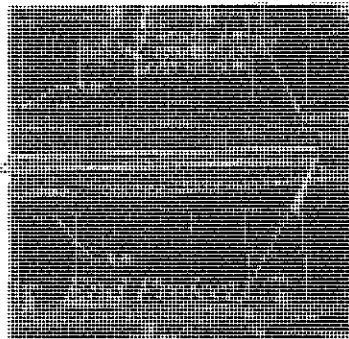
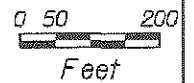


0 50 200
Feet



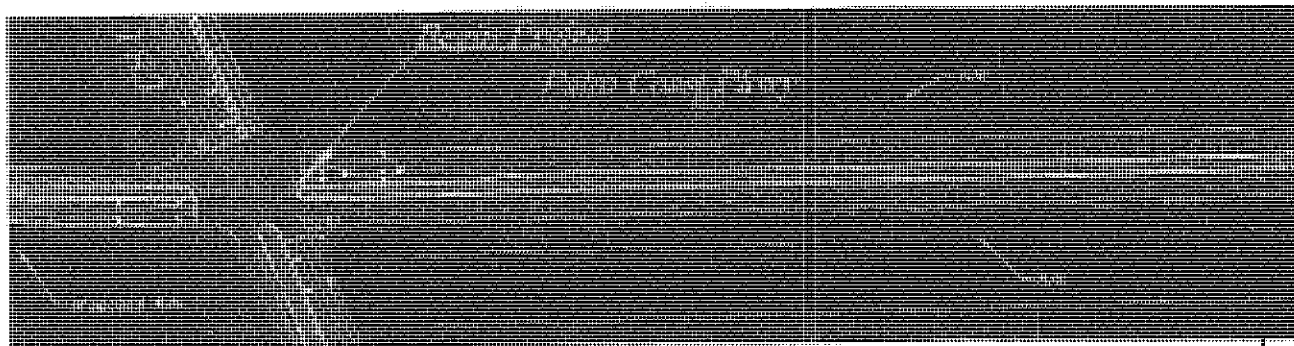
Notes: 1.) This plan is conceptual and represents the developer's pipeline improvements.
2.) The final alignment is subject to change pending right-of-way acquisitions.

REVISIONS				LANDSCAPE ARCHITECTURE GROUP, INC. 1200 N. W. 10th Ave. Suite 100 Fort Lauderdale, FL 33304 Phone: (305) 555-1234 Fax: (305) 555-1235	STATE OF FLORIDA			IMPROVEMENTS TO BELLE TERRE PKWY	SHEET NO. 1
DATE	REVISION	DATE	REVISION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
						FUJER			

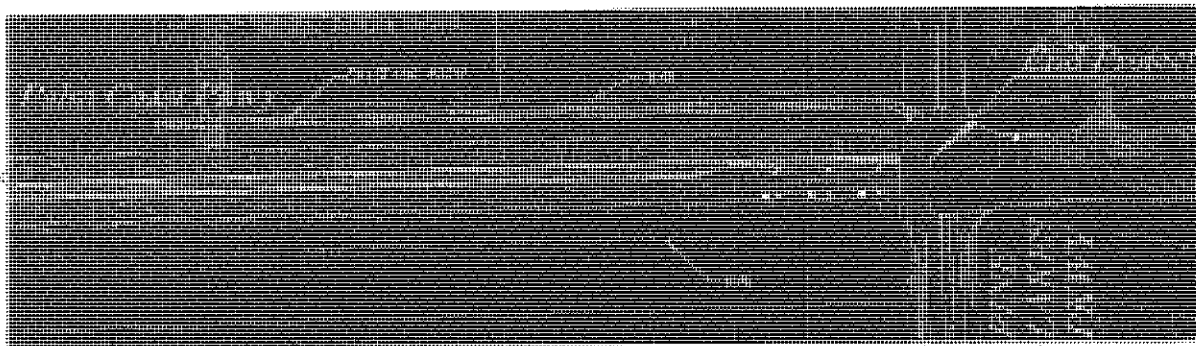


Notes: 1.) This plan is conceptual and represents the developer's pipeline improvements.
2.) The final alignment is subject to change pending right-of-way acquisitions.

DATE DESCRIPTION DATE CHANGED  Lasswell Transportation Group, Inc. an equal opportunity employer Engineering and Planning 800 SPRINGFIELD 111 1ST ST. N.W. SUITE 200 N. WILMINGTON, DE 19801 TEL: 302-439-1000 FAX: 302-439-1008 WWW.LASSWELL-TRANSPORTATION.COM ROAD NO. COUNTY FINANCIAL PROJECT ID STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FLAGLER IMPROVEMENTS TO BELLE TERRE PKWY SHEET NO. 2			
--	--	--	--



0 50 200
Feet



Notes: 1. This plan is preliminary and represents the developed plan for improvement.

2. The final alignment is subject to change pending right-of-way acquisitions.

REVISIONS				 Landmark Engineering Group, Inc. Engineering and Surveying 1111 W. 1st Ave., Suite 1111 Ocala, FL 34471 Phone: (352) 237-1111 Fax: (352) 237-1112	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			IMPROVEMENTS TO PALM COAST PKWY	SHEET NO. 1
DATE	DESCRIPTION	DATE	ISSUED TO		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
						FLAGLER			

EXHIBIT 11-5
Trip Generation Chart

Neoga Lakes DRI - Trip Generation

ITE Land Use Description	ITE Code	Quantity	Units	Trip Generation Rates				Trip Generation				Net External Trip Generation								
				Daily Rate	P.M. Peak-Hour			Daily Total	Total	P.M. Peak-Hour		Internal Capture	Net External Trip Generation							
					Rate	Directional %				In	Out		Internal Trips	Daily Total	P.M. Peak-Hour					
						In	Out								Internal Trips	Total	In	Out		
Phase I																				
Single-Family Residential	210	2,120 DU		8.14	0.77	63%	37%	17,265	1,641	1,034	607	14.5%		2,509	14,756		238	1,403	884	519
Shopping Center	820	100 ksf		67.91	6.36	49%	51%	6,791	636	312	324	44.2%		3,000	3,791		281	355	174	181
K-8 School	520	600 Students		1.29	0.15	49%	51%	774	90	44	46	46.2%		358	416		42	48	24	24
	522	900 Students		1.62	0.16	49%	51%	1,458	144	71	73	46.2%		674	784		67	77	38	39
High School	530	2,000 Students		1.71	0.13	47%	53%	3,420	260	122	138	46.2%		1,581	1,839		120	140	66	74
Apartments	220	250 KSF		6.56	0.62	65%	35%	1,639	155	101	54	14.5%		238	1,401		23	132	86	46
Business Park	770	350 KSF		12.89	1.37	23%	77%	4,510	478	110	368	6.7%		302	4,208		32	446	103	343
Church	560	60 KSF		9.12	0.55	48%	52%	547	33	16	17	65.0%		356	191		21	12	6	6
Totals:								36,404	3,437	1,809	1,628	24.0%		9,019	27,385		824	2,613	1,381	1,232
Phase II																				
Single-Family Residential	210	1,570 DU		8.34	0.80	63%	37%	13,097	1,253	789	464	14.2%		1,858	11,239		178	1,075	677	398
Single-Family Residential	210	1,570 DU		8.34	0.80	63%	37%	13,097	1,253	789	464	14.2%		1,858	11,239		178	1,075	677	398
Shopping Center	820	225 ksf		51.13	4.87	49%	51%	11,504	1,095	537	558	52.4%		6,030	5,474		574	521	255	266
K-8 School	520	600 Students		1.29	0.15	49%	51%	774	90	44	46	56.7%		439	335		51	39	19	20
	522	900 Students		1.62	0.16	49%	51%	1,458	144	71	73	56.7%		826	632		82	62	31	31
High School	530	2,000 Students		1.71	0.13	47%	53%	3,420	260	122	138	56.7%		1,938	1,482		147	113	53	60
Apartments	220	550 KSF		6.29	0.58	65%	35%	3,457	320	208	112	14.2%		491	2,966		45	275	178	97
Business Park	770	980 KSF		11.51	1.26	23%	77%	11,282	1,232	283	949	10.2%		1,154	10,128		126	1,106	254	852
Condo/Townhomes	230	1,000 DU		4.77	0.40	67%	33%	4,768	397	266	131	14.2%		677	4,091		56	341	228	113
General Office	710	25 KSF		18.36	4.28	17%	83%	459	107	18	89	10.2%		47	412		11	96	16	80
Congregate Care Facility	253	150 DU		2.02	0.17	55%	45%	303	26	14	12	14.2%		43	260		4	22	12	10
Church	560	120 KSF		9.11	0.55	48%	52%	1,093	66	32	34	65.0%		710	383		43	23	11	12
Church Private School	536	96 Students		2.48	0.17	43%	57%	238	16	7	9	65.0%		155	83		10	6	2	4
Cumulative Totals:								64,950	6,259	3,181	3,078	24.1%		16,227	48,723		1,505	4,754	2,413	2,341
Phase III																				
Single-Family Residential	210	2,650 DU		8.00	0.76	63%	37%	21,199	2,006	1,264	742	14.8%		3,143	18,056		297	1,709	1,077	632
Single-Family Residential	210	2,650 DU		8.00	0.76	63%	37%	21,199	2,006	1,264	742	14.8%		3,143	18,056		297	1,709	1,077	632
Shopping Center	820	354 ksf		43.63	4.19	49%	51%	15,445	1,484	727	757	58.8%		9,086	6,359		873	611	299	312
K-8 School	520	600 Students		1.29	0.15	49%	51%	774	90	44	46	60.1%		465	309		54	36	18	18
	522	900 Students		1.62	0.16	49%	51%	1,458	144	71	73	60.1%		877	581		87	57	28	29
High School	530	2,000 Students		1.71	0.13	47%	53%	3,420	260	122	138	60.1%		2,056	1,364		156	104	49	55
Apartments	220	550 DU		6.29	0.58	65%	35%	3,457	320	208	112	14.8%		513	2,944		47	273	177	96
Business Park	770	1,870 KSF		11.15	1.31	23%	77%	20,850	2,443	562	1,881	12.5%		2,610	18,240		306	2,137	492	1,645
Government Office	730	40 KSF		68.93	1.20	31%	69%	2,757	48	15	33	12.5%		345	2,412		6	42	13	29
Condo/Townhomes	230	1,000 DU		4.77	0.40	67%	33%	4,768	397	266	131	14.8%		707	4,061		59	338	226	112
Office	710	45 KSF		16.02	2.87	17%	83%	721	129	22	107	12.5%		90	631		16	113	19	94
Congregate Care Facility	253	150 DU		2.02	0.17	55%	45%	303	26	14	12	14.8%		45	258		4	22	12	10
Church	560	160 KSF		9.11	0.55	48%	52%	1,458	88	42	46	65.0%		948	510		57	31	15	16
Private School (Church)	536	96 Students		2.48	0.17	43%	57%	238	16	7	9	65.0%		155	83		10	6	3	3
Cumulative Totals:								98,047	9,457	4,628	4,829	24.0%		24,183	73,864		2,269	7,188	3,505	3,683

EXHIBIT 11-6

FDOT Transportation Agreement

Prepared By and Return to:
M. Lynn Pappas, Esq.
Pappas, Metcalf, Jenks & Miller, P.A.
245 Riverside Avenue, Suite 400
Jacksonville, Florida 32202

**THE NEOGA LAKES DEVELOPMENT OF REGIONAL IMPACT
TRANSPORTATION PROPORTIONATE SHARE AGREEMENT**

THIS TRANSPORTATION PROPORTIONATE SHARE AGREEMENT (this “Agreement”) is made this 7th day of October 2010 by and among the **Florida Department of Transportation**, an agency of the State of Florida (“FDOT”) and **Neoga Lakes, LLC**, a Delaware limited liability company (the “Applicant”), collectively referred to herein as the “Parties”.

RECITALS

A. By Resolution No. 2010-138 (the “Resolution”), on October 5, 2010, the City of Palm Coast, Florida (the “City”) approved and authorized the issuance and execution of a development order for the Neoga Lakes Development of Regional Impact (the “Development Order”). Capitalized terms not defined herein shall have the meaning provided in the Development Order.

B. The Development Order provides for the development of a mixed-use project known as Neoga Lakes Development of Regional Impact (sometimes referred to herein as the “DRI” or “Project”), subject to various terms and conditions as set forth therein.

C. The Development Order requires the Applicant to adequately mitigate for impacts to FDOT maintained state and regionally significant roadway segments and intersections anticipated to occur as a result of development of the Project.

D. The Development Order sets forth certain transportation improvements (the "Transportation Improvements") to facilities under the jurisdiction of the City of Palm Coast, Flagler County (the "County"), and FDOT which Applicant must fund or to which Applicant must contribute in order to satisfy its requirement to mitigate the impacts that are anticipated to occur as a result of development of the Project.

E. Included as part of the Transportation Improvements are certain roadway related improvements to be funded by Applicant in whole or in part or to be constructed by Applicant upon facilities under the jurisdiction of the FDOT ("FDOT Roadway Improvements"), referenced in the "Mitigation" column on attached Exhibit "A" and which, as to improvements to U.S. 1, are graphically depicted as to typical section and project limits on Exhibit "A-1".

F. The FDOT Roadway Improvements shall include improvements within the City of Bunnell which are to be identified pursuant to a transportation needs study to be engaged by FDOT (the "Bunnell Study"). The Bunnell Study shall define traffic improvements to relieve congestion in the City of Bunnell on U.S. 1 and State Road ("S.R.") 100 and will include identification of transportation segments to be improved resulting from impacts reasonably attributable to the DRI which may be funded by the Applicant as provided for herein. Such improvements are herein referred to as the "Bunnell Transportation Improvements".

G. The value of the cumulative City, County and FDOT Transportation Improvements exceed the Applicant's cumulative City, County and FDOT proportionate share although the DRI FDOT Roadway Proportionate Share Mitigation (as defined below) is less than the Applicant's proportionate share for all FDOT impacted roadways; however, this Agreement is intended to satisfy all of the Applicant's mitigation obligations for the Project with respect to all transportation improvements under the jurisdiction of the FDOT.

H. This Agreement is being entered into by FDOT and the Applicant pursuant to the Development Order, and pursuant to Sections 380.06 and 163.3180, Florida Statutes, and Rule 9J-2.045, Florida Administrative Code ("F.A.C.").

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the parties hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are hereby incorporated by the parties as part of this Agreement as if fully set forth herein.

2. **Consideration.** The consideration for this Agreement for the Applicant is the continued authorization to develop the Project pursuant to the Development Order, and the consideration for FDOT is the Applicant's mitigation of transportation impacts for the Project by funding transportation mitigation projects as set forth in this Agreement.

3. **FDOT Proportionate Share Mitigation Payment Amount – Roadway**

Segments. The Applicant and FDOT hereby acknowledge and agree that \$24,766,659.00 (in 2010 dollars) (twenty four million, seven hundred sixty six thousand, six hundred and fifty nine dollars) is the proportionate share mitigation payment amount (“DRI FDOT Roadway Proportionate Share Mitigation”) required by FDOT, pursuant to Rule 9J-2.045(7)(a)3, F.A.C., Chapter 380, Florida Statutes and Chapter 163, Florida Statutes, as identified on **Exhibit “A”**, and the Development Order for the Neoga Lakes DRI to mitigate the transportation impacts of the DRI on all State road segments through build-out of the DRI provided that payment, adjusted for inflation, occurs or construction is completed consistent with the requirements of this Agreement, and subject to the other provisions of this Agreement. The FDOT Roadway Improvements and the total estimated cost of the FDOT Roadway Improvements are also shown on **Exhibit “A”**. The DRI FDOT Roadway Proportionate Share Mitigation is calculated through build-out of the project and includes direct and indirect costs of the FDOT Roadway Improvements. Applicant and FDOT acknowledge that the calculation of, and agreement regarding, the amount of the DRI FDOT Roadway Proportionate Share Mitigation constitutes material inducement for the parties to enter into this Agreement.

4. **FDOT Roadway Proportionate Share Payment Schedule.** Except as otherwise provided in this Agreement, the Applicant shall provide the DRI FDOT Roadway Proportionate Share Mitigation contributions to FDOT in accordance with the following:

Contribution 1, associated with Phase 1 of the DRI:

The Applicant, its successors or assigns shall be responsible for the payment of \$250,000 (adjusted for inflation to the time of payment) to FDOT toward the Bunnell Study prior to the issuance of any building permits for the DRI. The FDOT shall determine the final scope of the study. The purpose of the study is to identify transportation improvements to mitigate impacts reasonably attributable to the DRI that can relieve congestion on U.S. 1 and S.R. 100 in Bunnell, as well as cost estimates and potential funding sources, including Applicant FDOT proportionate share contributions, that can be available to fund these improvements.

Contribution 2, associated with Phase 2 of the DRI:

The Applicant, its successors or assigns, shall contribute funds to FDOT in the amount of \$2,000,000 (adjusted for inflation to the time of payment) toward planning, design, engineering and permitting of improvement identified in the Bunnell Study. This proportionate share contribution shall be paid within thirty (30) days of written notice from FDOT of completion of the Bunnell Study or prior to issuance of building permits for development that cumulatively with other development within the DRI generate no greater than 2,614 external p.m. peak hour, whichever is later.

Contribution 3, associated with Phase 3 of the DRI:

The Applicant, its successors or assigns, shall also:

- (a) contribute funds to FDOT in the amount of \$5,000,000 (adjusted for inflation to the time of payment) toward construction of the improvements identified in the Bunnell Study (an "Applicant FDOT Contribution"), or
- (b) the Applicant shall provide written notice to the FDOT of its intention to construct certain improvements identified in the Bunnell Study and upon written notice of approval

from FDOT as to the improvements to be made, together with the sequencing and the means and methods of construction and as to the terms and conditions concerning the improvements, the Applicant shall construct the agreed upon improvements. The estimated cost of construction of the agreed upon improvements to be constructed by the Applicant shall not be less than \$5,000,000.

This proportionate share contribution of \$5,000,000 (adjusted for inflation to the time of payment) shall be paid to the FDOT, or in the alternative, the Applicant shall provide written notice to the FDOT of intent to construct the improvements within ninety (90) days of written notice from FDOT of completion of the design of the improvements identified in the Bunnell Study or prior to issuance of building permits for development that, cumulatively with other development within the DRI, generate no greater than 2,614 external p.m. peak hour trips, whichever is later. Upon FDOT approval of the Applicant undertaking construction of the improvements as provided for above, the Applicant shall cause the improvement to be completed prior to issuance of building permits for development within the DRI, which cumulatively with other development within the DRI generate 4,754 external p.m. peak hour trips; which shall be extended day for day for any delay in FDOT delivery of the design of the applicable improvements, after generation of 3,684 external p.m. peak hour trips within the DRI. If for any reason the Applicant does not make a timely election for the transportation improvement as provided for herein, the Applicant shall be deemed to have elected option (a) above.

Contribution 4, associated with Phase 3 of the DRI:

The Applicant agrees to construct a U.S. 1 widening improvement to a six lane divided facility from Otis Stone Hunter Road to a southern termination at Woodland Avenue or to the

intersection of SR 100/20 with U.S. 1 if said widening can be completed without the acquisition of any additional right of way between Woodland Avenue and the SR 100/200 intersection. Recognizing that the U.S. 1 improvement provided for herein is not expected to be constructed until approximately 2025, the Applicant agrees to undertake and to complete a State Environmental Impact Report (SEIR) for the widening project (the SEIR limits shall be ¼ mile north of Otis Stone Hunter Road to ¼ mile south of SR 100/20) and to meet with FDOT prior to the issuance of building permits that cumulatively, with other development in the DRI generate 4,754 external p.m. peak hour trips, and on the basis of the SEIR, to identify the project scope, and schedule for the design, permitting, any necessary right of way acquisition, utility relocation and construction of the U.S. 1 widening project. All phases of the widening project shall be accomplished consistent with Department standards and specifications. With the exception of the cost of acquisition of right of way necessary to complete the segment between Woodland Avenue and SR 100/20, the Applicant shall be solely responsible for all costs of the project. In the event the Applicant and the FDOT shall jointly determine, in writing, within thirty (30) days of the above referenced FDOT meeting that the U.S. 1 project as described herein is not feasible and cannot be accomplished, then prior to the issuance of building permits which cumulatively with other development within the DRI generate 5,971 external p.m. peak hour trips (the “U.S. 1 Improvement Deadline”), at Applicant’s option, either the Applicant shall obtain approval of an alternate mitigation improvement pursuant to a Notice of Proposed Change (“NOPC”) to modify the DRI transportation Special Condition 25(d)(i); or the Applicant shall make payment of \$15.1 million (in 2010 dollars), adjusted for inflation to FDOT in satisfaction of mitigation requirements of the DRI Special Condition 25(d)(i) which shall be used by FDOT for widening of U.S. 1 to mitigate significant and adverse transportation impacts of the DRI or for the design

and construction of other transportation improvements to mitigate significant and adverse transportation impacts of the *DRI*.

Not later than one hundred and twenty (120) days after the above referenced meeting between the Applicant and FDOT, if Applicant and the FDOT determine this U.S. 1 improvement to be feasible as provided above, FDOT shall provide written notice to Applicant of FDOT's decision to have the Applicant construct the U.S. 1 six lane widening improvement to a southern termination at (a) Woodland Avenue or (b) to the intersection of SR 100/20 within existing Department right of way (including an FDOT approved typical section) or (c) to the intersection of SR 100/20 based on the acquisition of additional necessary right of way that is to be acquired by FDOT. If FDOT fails to make a timely election as provided for herein, then the Applicant shall be obligated to complete the construction of the U.S. 1 improvement to a southerly termination at Woodland Avenue.

In the event FDOT elects not to acquire additional right of way that would be necessary to construct the segment south of Woodland Avenue to the SR 100/20 intersection and in the event no additional right of way is necessary to construct the improvement to a southern terminus of Woodland Avenue, then Applicant shall initiate construction of this U.S. 1 project to the Woodland Avenue intersection of U.S. 1 not later than the U.S. 1 Improvement Deadline.

In the event acquisition of right of way is necessary to construct the improvements, the FDOT shall program a right of way phase to accomplish the acquisition. The FDOT shall administer the acquisition process. For right of way necessary to be acquired for a project with a southern

termination of Woodland Avenue, the Applicant shall be responsible for all costs associated with said acquisition. For right of way necessary to complete the segment south of the Woodland Avenue intersection to the southern terminus of SR 100/20, the FDOT shall be responsible for the acquisition cost thereof.

In the event additional right of way is necessary to construct the improvement selected, then Applicant shall be obligated to begin construction of this U.S. 1 project upon the later of (i) the U.S. 1 Improvement Deadline, or (ii) within ninety (90) days of FDOT notifying Applicant that FDOT has certified that the necessary right of way has been acquired and cleared.

The Applicant shall be responsible to design the improvement and the FDOT shall review and approve the design at 30% completion, 60% completion, 90% completion and upon 100% completion of the plans. Survey and mapping shall be accomplished by the Applicant, in accordance with FDOT standards, during the design phase. FDOT shall review and approve the survey and mapping throughout the process to assure consistency and compliance with FDOT standards.

The Applicant shall complete construction of this U.S. 1 improvement project within two (2) years of the date of initiation of construction of the project. Construction shall be accomplished in accordance with FDOT specifications and standards and shall be completed by a pre-qualified Department prime contractor and a FDOT pre-qualified CEI firm. All plans for the project shall be reviewed and approved by FDOT prior to Applicant's letting of the project.

In the event Applicant fails to make timely payment of any funds due FDOT under the Special Condition 25(d)(i) of the DRI or if Applicant fails to commence or complete construction of any improvements provided for in the Special Condition 25(d)(i) of the DRI on a timely basis the Applicant shall not be entitled to issuance of additional building permits within the DRI from and after such default.

Contribution 5, associated with Phase 3 of the DRI

The Applicant, its successors or assigns, shall:

- (a) contribute funds to FDOT in the amount of \$2,500,000 (adjusted for inflation to the time of payment) toward planning, design, engineering, permitting or construction of improvements identified in the Bunnell Study (an "Applicant FDOT Contribution"), or
- (b) the Applicant shall provide written notice to the FDOT of its intention to construct certain improvements identified in the Bunnell Study and upon written notice of approval from FDOT as to the improvements to be made, together with the sequencing and the means and methods of construction and as to the terms and conditions concerning the improvements, the Applicant shall construct the agreed upon improvements. The estimated cost of construction of the agreed upon improvements to be constructed by the Applicant shall not be less than \$2,500,000 (adjusted for inflation to the time of payment).

This proportionate share contribution of \$2,500,000 (adjusted for inflation to the time of payment) shall be paid to the FDOT, or in the alternative, the Applicant shall provide written notice to the FDOT of intent to construct the improvements, within ninety (90) days after

issuance of building permits for development within the DRI that, cumulatively with other development within the DRI, generate no greater than 4,754 external p.m. peak hour trips, (the "Election Date"). If for any reason the Applicant does not make a timely election for the transportation improvements as provided for herein, the Applicant shall be deemed to have elected option (a) above. Upon FDOT approval of the Applicant undertaking construction of the improvements as provided for above, the Applicant shall cause the improvements to be completed not later than two (2) years from the Election Date.

All payment herein are expressed in 2010 (April) dollars and shall be adjusted to the time of payment based on the change in the Producer Price Index (PPI) for Highway and Street Construction (published by the US Department of Labor). For reference, the April 2010 PPI for Highway and Street Construction was 217.4. All planning, permitting and design of FDOT facilities shall meet FDOT standards and criteria for work on the State Highway System.

5. **Legal Effect of Agreement.** The FDOT hereby acknowledges and agrees, based upon the Applicant's commitments and other terms set forth in this Agreement:

(a) The parties acknowledge that the list of improvements described and included in the FDOT Roadway Improvements and described in **Exhibit "A"** and to be identified by the FDOT as the Bunnell Transportation Improvements have not been approved by FDOT through the planning, design and permitting processes. Construction will occur subsequent to approval of Plans and Specifications as set forth in this Agreement. Any minor conflict between the improvements described and included in **Exhibit "A"** and FDOT standards will be resolved

through the planning, design and permitting processes of FDOT. If FDOT identifies a major conflict between the FDOT Roadway Improvements described herein and included in **Exhibit “A”** and FDOT standards, FDOT and the Applicant agree to meet within twenty (20) days to attempt to resolve the conflict, and resolution may include an amendment to this Agreement. The Applicant shall fund and construct the FDOT Roadway Improvements or these obligations may be taken over by a Community Development District, and/or special taxing district that may include land other than land within the DRI, as long as the obligations are the same. All work towards undertaking and completing the FDOT Roadway Improvements and any signalization on US 1 by Applicant pursuant to this Agreement that are on or connecting to the State Highway System shall be undertaken and completed in strict accordance with the Terms and Conditions attached hereto as **Exhibit “B”**.

(b) By satisfaction of its obligations under this Agreement, the Applicant will be deemed to have satisfied all transportation improvement requirements under, Chapters 380 and 163, Florida Statutes, and rules adopted under the authority of those statutes, for the mitigation of impacts to state roadways and intersections, under the jurisdiction of the FDOT, through the generation of 7,188 cumulative external peak-hour trips, upon application trip generation and internal capture rates as provided for in **Exhibit “C”** (the “Trip Generation Table”).

(c) By satisfaction of its obligations under this Agreement, the Applicant shall be entitled under Section 380.06, Florida Statutes, Section 163.3180(12), Florida Statutes and Rule 9J-2, F.A.C., to fully and completely develop the Project through the generation of 7,188 cumulative external peak-hour trips based upon application of the Trip Generation Table with no

further requirements related to transportation improvements to state roadways and state maintained intersections under the jurisdiction of the FDOT; and

(d) Within thirty (30) working days of FDOT's acceptance of contractor's completion of any of the FDOT Roadway Improvements, FDOT will issue a letter to the Applicant verifying satisfactory completion of FDOT Roadway Improvements per this Agreement.

6. **Eminent Domain.** If requested by Applicant, FDOT agrees to consider the use of its power of eminent domain that may be necessary to acquire any right-of-way on the State Highway System from third parties for construction of the FDOT Roadway Improvements. The Department's decision as to the exercise of the power of eminent domain shall be made within sixty (60) days from request by the Applicant. In the event the Department decides and agrees to exercise the power of eminent domain and to condemn the property necessary to accomplish any improvements that are on the State Highway System, all costs of obtaining such right-of-way (whether to be paid to the landowners of lands acquired, consultants, expert witnesses, court costs or outside attorneys' fees) shall be borne by the Applicant. In this event, the Applicant shall enter into an agreement with the Department whereby the funds necessary to accomplish the taking of property are deposited with the Department prior to any use or initiation of the exercise of the power of eminent domain. Nothing herein shall be deemed to require or to compel the Department's exercise of the power of eminent domain.

7. **Signalization.** The Applicant shall be responsible for acquiring approval, design and construction of the traffic signal at the intersection of Otis Stone Hunter Road at US 1 when the signal is warranted.

The Applicant shall be responsible for acquiring approval, design and construction of the traffic signal at the intersection of C.R. 13 at US 1 when the signal is warranted.

If signalization is not warranted for any of the US 1 signalization improvements to be constructed by Applicant as part of the Transportation Improvements prior to the DRI build out date, then Applicant may satisfy its proportionate share obligation for any such signalization which is not then warranted by payment of \$260,000.00 (in 2010 dollars) to the FDOT per signal. The payment shall be adjusted to the time of payment based on the change in the Producer Price Index (PPI) for Highway and Street Construction (published by the US Department of Labor). For reference, the April 2010 PPI for Highway and Street Construction was 217.4. Once commenced, any signalization or construction of FDOT Roadway Improvements will be conducted by Applicant in a workmanlike fashion and Applicant will diligently pursue such activities to completion subject to a day-for-day extension for events of "force majeure". For purposes of this Agreement, "force majeure" shall mean causes beyond the control of the Applicant, including, without limitation, acts of God, catastrophe, civil commotion, strikes, lock-outs, war, natural disaster, or unavailability of materials. Applicant may contract with a construction contractor for any signalization or for the construction of the FDOT Roadway Improvements, notwithstanding said contract, the Applicant shall remain fully responsible for all obligations and for all performance under this agreement.

8. **Competitive Bidding.** The parties acknowledge and agree that, pursuant to Section 380.06(15)(d)(4), Florida Statutes, the Applicant, its construction contractor, or the CEI Firm, is not required to utilize the competitive bidding or negotiating procedures for selection of a contractor or design professional for any part of the construction or design of the FDOT Roadway Improvements.

9. **Governing Law/Binding Effect.** This Agreement shall be interpreted and governed by Florida law. Each of the parties hereto warrants and represents that this Agreement is valid, binding and enforceable against them in accordance with the terms and conditions of Florida law.

10. **Remedies.** Applicant shall have all the rights and remedies provided hereunder and under Florida law with respect to the enforcement of this Agreement and shall have the right and remedy to bring an action or actions for specific performance and such other equitable or injunctive relief as appropriate or necessary to enforce this Agreement. FDOT shall have all the rights and remedies provided hereunder and under Florida law with respect to the enforcement of this Agreement as to the means or methods of construction of improvements on the State Highway System and to enforce completion of construction of any portion of the FDOT Roadway Improvement once commenced by Applicant. Payment of contributions of money to FDOT and the obligation for commencement of construction of the FDOT Roadway Improvements are conditions to development under the Development Order and are not subject to the remedy of specific performance but if not timely performed shall constitute a default under

the Development Order, subject to remedies provided for pursuant to Chapter 380.06, Florida Statutes, including injunctive relief. The parties agree that the venue for any enforcement action shall be in the Circuit Court in and for Flagler County.

11. **Notice of Default.** The parties acknowledge and agree that no party shall be considered in default for failure to perform under this Agreement until such party has received written notice specifying the nature of such default or failure to perform and said party fails to cure said default or fails to perform within thirty (30) days of receipt of said written notice.

12. **Notices.** All notices which are required or permitted under this Agreement shall be given to the parties by certified mail, return receipt requested, hand delivery or express courier and shall be effective upon receipt when delivered to the parties at the addresses set forth herein below (or such other address as provided by the parties by written notice delivered in accordance with this Paragraph).

FDOT:

Attention: Daniel L. McDermott
Florida Department of Transportation
719 South Woodland Blvd.
MS # 549
DeLand, Florida 32720

Applicant:

Neoga Lakes, LLC
Attention: Legal Department
1901 Island Walkway
Fernandina Beach, Florida 32034

13. **Amendments.** No amendment, modification or other changes in this Agreement shall be binding upon the parties unless in writing executed by all of the parties.

14. **Successors and Assigns Bound.** The rights and obligations contained in this Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto, including any successor in title to the Applicant to all or any part of the Property. Upon assumption of the obligations under this Agreement by an assignee, Applicant shall be released from any obligations hereunder.

15. **Recording.** The Applicant shall record this Agreement in the Public Records of Flagler County at the Applicant's expense.

16. **Effective Date and Tolling.** This Agreement shall become effective upon the date it is executed by the last party to it and the Development Order necessary for its implementation is effective. If the Development Order is tolled for a period of time pursuant to Section 380.06(19)(c), Florida Statutes, or pursuant to the terms of the Development Order, the obligations under this Agreement shall be tolled for the same period of time with the exception of inflation adjustments applied to costs in 2010 dollars which will be adjusted to reflect dollars at the time of payment.

17. **Counterparts.** This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute duplicates of one and the same instrument.

18. **Public Records.** The Applicant shall allow public access to all documents, papers, letters, or other material subject to the provision of Chapter 119, Florida Statutes.

[This Space Left Blank Intentionally]

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in manner and form sufficient to bind them as of the date set forth herein below.

Witness:

**FLORIDA DEPARTMENT OF
TRANSPORTATION**, an agency of the
State of Florida

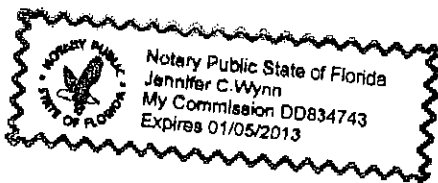
Jennifer Wynn
Printed Name: Jennifer Wynn

By: Noranne Downs
Name: Noranne Downs
Title: District Secretary
Date: 10-6-10

Kerry Marchese
Printed Name: Kerry Marchese

STATE OF FLORIDA
COUNTY OF Volusia

The foregoing instrument was acknowledged before me this 1st day of October, 2010
by Noranne Downs, as District Secretary, on behalf of the
Florida Department of Transportation. He/she did did not take oath.



Jennifer C. Wynn
(Notary Signature)
Print Name: _____
Notary Public-State of _____
Commission No.: _____
My Commission Expires: _____
Personally Known ☒
or Produced I.D. _____
[check on of the above]
Type of Identification Produced _____

Revised
Approved as to form and legality:
Attorney:
Date: 10-1-10

Witness:

NEOGA LAKES, LLC, a Delaware
limited liability company

Tracy K. Arthur
Printed Name: TRACY K. ARTHUR

By: [Signature]
Name: MICHAEL R. HERMAN
Title: VICE PRESIDENT
Date: OCTOBER 7, 2010

Sarah W. Folsom
Printed Name: Sarah W. Folsom

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 7th day of October, 2010
by Michael R. Herman as Vice President, on behalf of Neoga
Lakes, LLC. He/she did ☒ did not take oath.



Shellie Simmons
(Notary Signature)
Print Name: Shellie Simmons
Notary Public-State of Florida
Commission No.: DD 944 729
My Commission Expires: March 3, 2014
Personally Known ☒
or Produced I.D. ☐
[check on of the above]
Type of Identification Produced _____

Exhibit List

- A. Roadway Improvements
 - A.-1 Typical Section/Project Limits
- B. Terms and Conditions of Construction
- C. Trip Generation Table

EXHIBIT "A"
NEOGA LAKES DRI
FDOT ROADWAY IMPROVEMENTS AND PROPORTIONATE SHARE CALCULATIONS

Phase 1

Road Name	Limits (From - To)	No. of Lanes	Adopted LOS	Peak Direction Max Capacity at Adopted LOS	NB / EB		SB / WB		Proportionate Share Calculation					Mitigation		
					Net External PHPD Project Trips	2015 P.M. Peak-Hour Directional Build-Out Traffic	Net External PHPD Project Trips	2015 P.M. Peak-Hour Directional Build-Out Traffic	Widening	Improved Service Volume	Prop Share %	Improvement Cost	Prop Share Cost	Value	Improvement	Payment / Construction
US 1	SR 100 E / SR 11 to SR 100 W / SR 20	4	C	1,210	325	1,376	278	964	6-Lane	1,900	47.10%	\$3,713,487	\$1,749,052	\$250,000	Transportation Study	Payment
SR 100	US 1 to N Palmetto St	2	C	750	44	667	51	748	4-Lane	1,710	5.31%	\$4,734,072	\$251,379			
Total Phase 1 State Roads													\$2,000,431	\$250,000		

Phase 2

Road Name	Limits (From - To)	No. of Lanes	Adopted LOS	Peak Direction Max Capacity at Adopted LOS	NB / EB		SB / WB		Proportionate Share Calculation					Mitigation		
					Net External PHPD Project Trips	2022 P.M. Peak-Hour Directional Build-Out Traffic	Net External PHPD Project Trips	2022 P.M. Peak-Hour Directional Build-Out Traffic	Widening	Improved Service Volume	Prop Share %	Improvement Cost	Prop Share Cost	Value	Improvement	Payment / Construction
US 1	Broadway Ave to I-95 NB Ramps	4	D	1,960	97	1,556	103	2,793	6-Lane	2,790	12.41%	\$2,554,662	\$317,034			
US 1	I-95 NB Ramps to I-95 SB Ramps	4	D	1,960	146	1,595	158	2,825	6-Lane	2,790	19.04%	\$1,596,664	\$304,005			
US 1	I-95 SB Ramps to Crossings Blvd N	4	D	1,960	204	1,434	218	2,485	6-Lane	2,790	26.27%	\$5,987,490	\$1,572,914			
US 1 ⁽¹⁾	SR 100 E / SR 11 to SR 100 W / SR 20	4	C	1,210	293	1,928	302	1,435	6-Lane	1,900	42.46%	\$3,713,487	\$1,576,746	\$7,000,000	Improvements to US 1 and SR 100 in Bunnell, \$2,000,000 for Design, \$5,000,000 for Construction	Payment or Construction
US 1	SR 100 W / SR 20 to CR 13	4	C	1,710	651	2,154	611	1,592	6-Lane	2,590	73.98%	\$8,324,180	\$6,158,228			
US 1	Palm Coast Pkwy to Hargrove Grade Rd	6	U	2,940	762	2,065	715	2,711	8-Lane	3,940	71.50%	\$2,281,921	\$1,631,573			
US 1	Hargrove Grade Rd to Matanzas Woods Pkwy	4	D	1,960	299	1,602	319	2,315	6-Lane	2,940	32.55%	\$11,061,035	\$3,600,367			
SR 100 ⁽¹⁾	US 1 to N Palmetto St	2	C	750	61	897	61	1,116	4-Lane	1,710	6.35%	\$4,734,072	\$300,614			
Total Phase 2 State Roads													\$15,461,481	\$7,000,000		

Note (1) Proportionate share for this segment is based only on Phase 2 project traffic because previous phase proportionate share accounted for previous project traffic on this segment.

EXHIBIT "A" (continued)
NEOGA LAKES DRI
FDOT ROADWAY IMPROVEMENTS AND PROPORTIONATE SHARE CALCULATIONS

Phase 3

Road Name	Limits (From - To)	No. of Lanes	Adopted LOS	Peak Direction Max Capacity at Adopted LOS	NB / EB		SB / WB		Widening	Proportionate Share Calculation				Mitigation		
					Net External PHPD Project Trips	2029 P.M. Peak-Hour Directional Build-Out Traffic	Net External PHPD Project Trips	2029 P.M. Peak-Hour Directional Build-Out Traffic		Improved Service Volume	Prop Share %	Improvement Cost	Prop Share Cost	Value	Improvement	Payment / Construction
US 1	Hull Rd to Pinetree Dr/Crossings Blvd	4	D	1,960	102	2,217	105	1,252	6-Lane	2,940	10.41%	\$2,653,406	\$276,220			
US 1	Pinetree Dr / Crossings Blvd to Broadway Ave	4	D	1,960	114	2,200	118	1,250	6-Lane	2,790	13.73%	\$3,592,494	\$493,249			
US 1 ⁽¹⁾	Broadway Ave to I-95 NB Ramps	4	D	1,960	59	1,718	48	3,030	6-Lane	2,790	5.78%	\$2,554,662	\$147,659			
US 1 ⁽¹⁾	I-95 NB Ramps to I-95 SB Ramps	4	D	1,960	79	1,840	62	3,193	6-Lane	2,790	7.47%	\$1,596,664	\$119,271			
US 1 ⁽¹⁾	I-95 SB Ramps to Crossings Blvd N.	4	D	1,960	99	1,734	75	2,930	6-Lane	2,790	9.04%	\$5,987,490	\$541,269			
US 1	Bunnell City Limits to SR 100 E / SR 11	4	C	1,710	448	1,837	463	1,370	6-Lane	2,590	50.91%	\$6,019,568	\$3,064,562			
US 1 ⁽¹⁾	SR 100 E / SR 11 to SR 100 W / SR 20	4	C	1,210	261	2,356	328	1,872	6-Lane	1,900	37.83%	\$3,713,487	\$1,404,812	\$2,500,000	Improvements to US 1 and SR 100 in Bunnell	Payment or Construction
US 1 ⁽¹⁾	SR 100 W / SR 20 to CR 13	4	C	1,710	277	2,561	348	2,025	6-Lane	2,590	31.48%	\$8,324,180	\$2,620,452	\$15,016,659	Widen US 1 to 6-lanes: SR 100 W to Otis Stone Hunter	Construction
US 1	Royal Palms Pkwy to Otis Stone Hunter Rd	4	D	1,960	582	1,638	601	2,220	6-Lane	2,940	61.33%	\$3,537,875	\$2,169,778			
US 1	Otis Stone Hunter Rd to White View Pkwy	4	D	1,960	520	1,574	515	2,130	6-Lane	2,940	52.55%	\$2,458,430	\$1,291,905			
US 1	White View Pkwy to Palm Coast Pkwy	4	D	1,960	472	1,532	488	2,113	6-Lane	2,940	49.80%	\$7,652,820	\$3,811,104			
US 1 ⁽¹⁾	Palm Coast Pkwy to Hargrove Grade Rd	6	D	2,940	178	2,599	256	3,513	8-Lane	3,940	25.60%	\$2,261,921	\$584,172			
US 1 ⁽¹⁾	Hargrove Grade Rd to Matanzas Woods Pkwy	4	D	1,960	256	2,214	218	3,079	6-Lane	2,940	22.24%	\$11,061,035	\$2,459,974			
SR 100	CR 305 to CR 205	2	C	440	159	445	164	484	4-Lane	2,270	8.96%	\$7,707,450	\$690,588			
SR 100 ⁽¹⁾	US 1 to N Palmetto St	2	C	750	51	1,195	39	1,314	4-Lane	1,710	4.00%	\$4,734,072	\$192,203			
Total Phase 3 State Roads													\$19,867,219	\$17,516,659		

Note (1) Proportionate share for this segment is based only on Phase 3 project traffic because previous phase proportionate share accounted for previous project traffic on this segment.

Summary of FDOT Proportionate Share and Mitigation				
Proportionate Share Costs				Mitigation
Phase 1	Phase 2	Phase 3	Total	
\$2,000,431	\$15,461,481	\$19,867,219	\$37,329,131	\$24,766,659

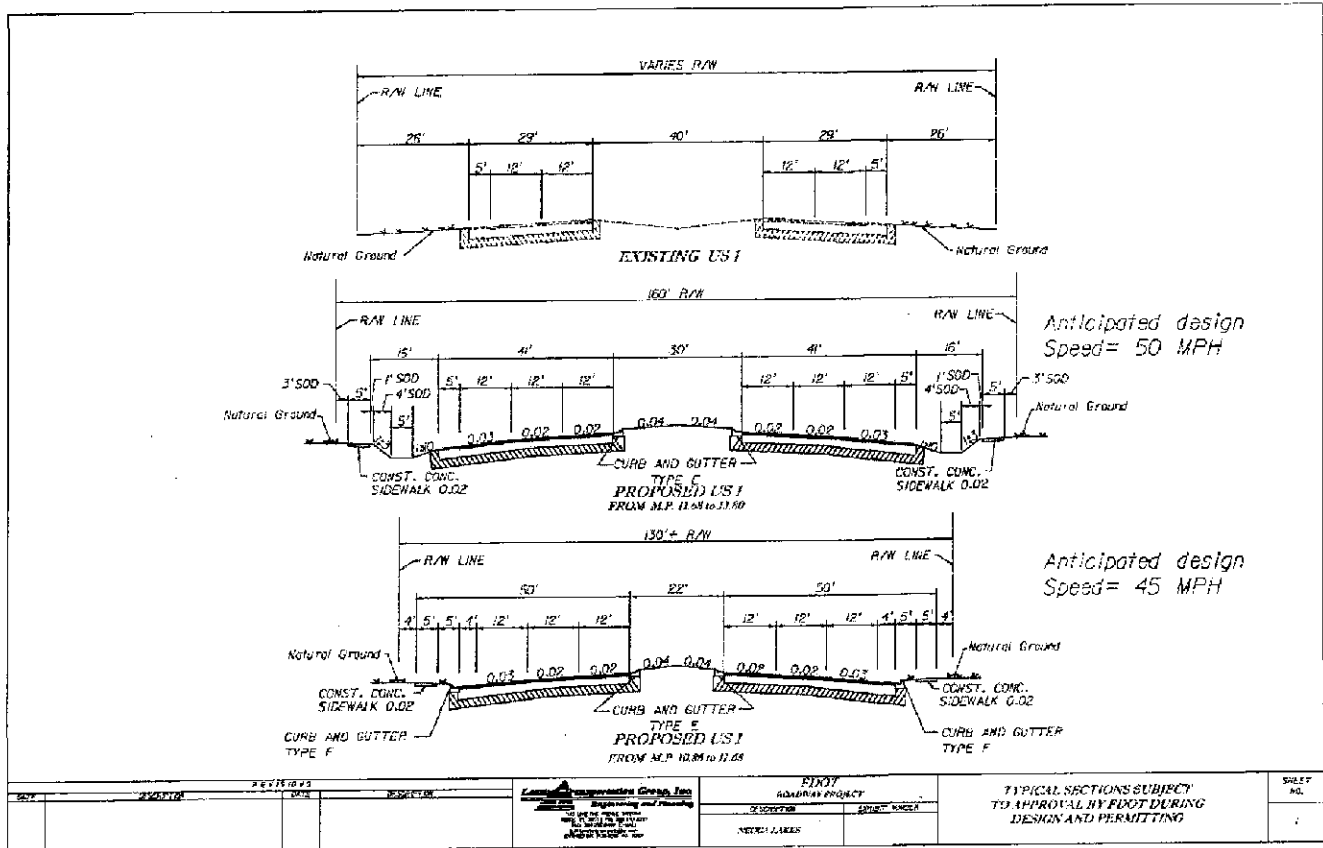


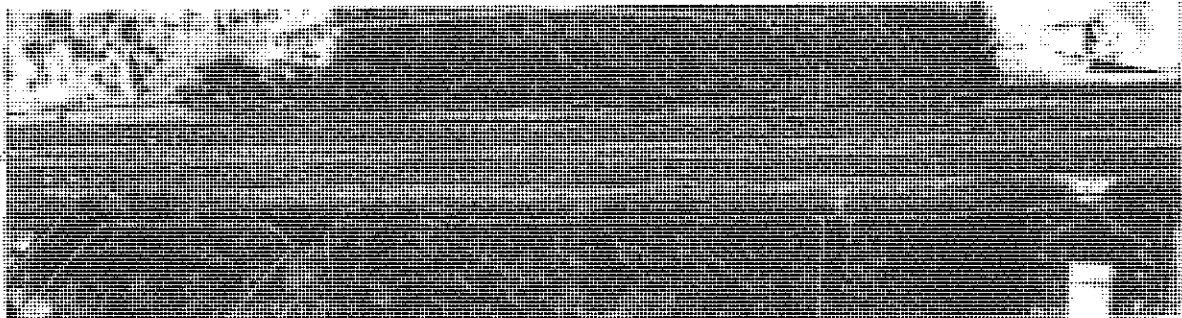
EXHIBIT "A-1"
Page 2 of 6



STA. 40+40

- * Project may start at SR 160W/SR 26 Intersection under two conditions:
 1.) If FDOT secures sufficient right-of-way to accommodate a 6-lane section;
 2.) If FDOT agrees to a 6-lane section that fits within the existing right-of-way.

0 50 200
Feet



STA. 40+40

STA. 40+40

- Notes: 1.) This plan is conceptual and represents the developer's pipeline improvements.
 2.) The final alignment is subject to change pending right-of-way acquisitions.

REVISIONS		 STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS DIVISION OF PLANNING AND DESIGN	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS DIVISION OF PLANNING AND DESIGN		IMPROVEMENTS TO US 1	SHEET NO. 1
DATE	DESCRIPTION		DATE	DESCRIPTION		

EXHIBIT "A-1"
Page 3 of 6

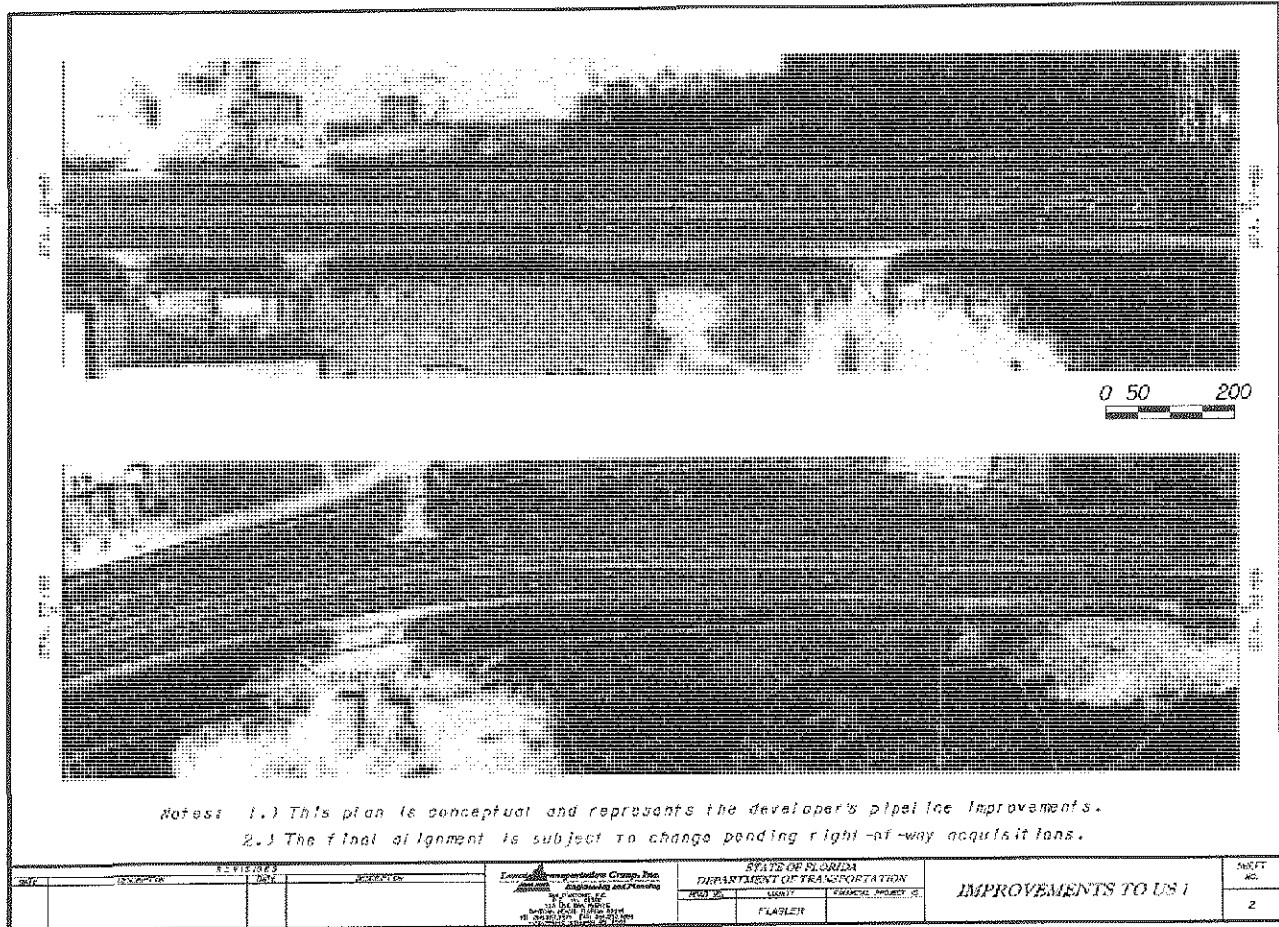
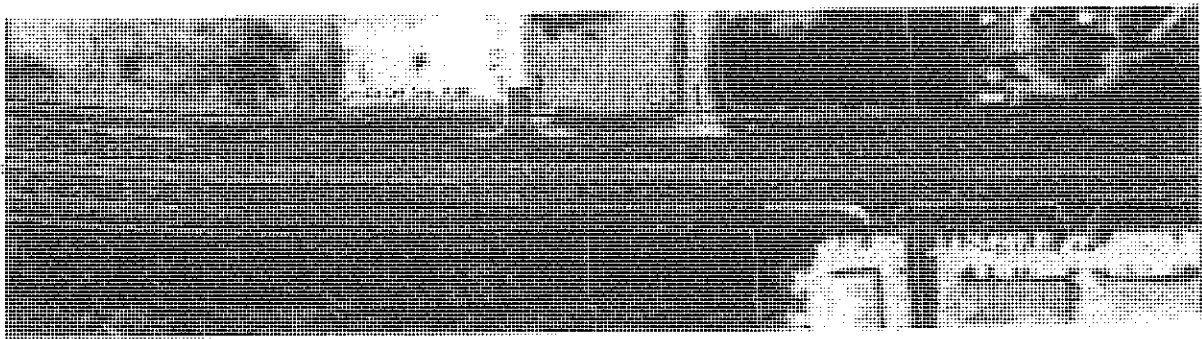
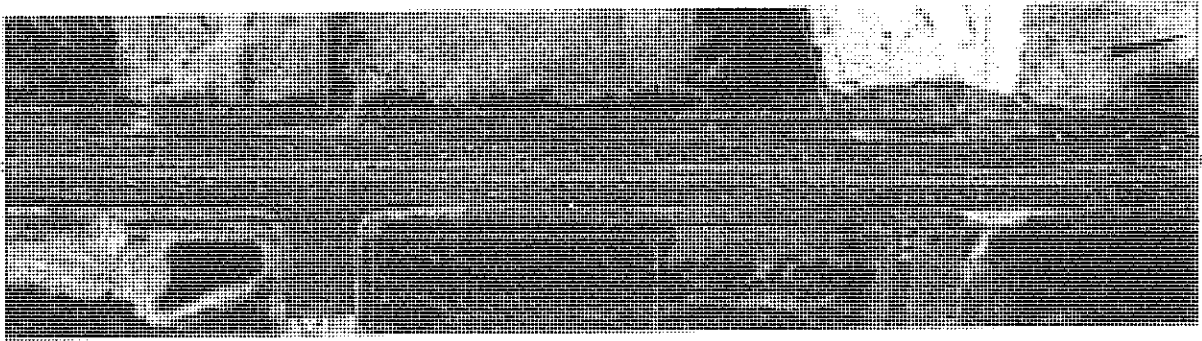


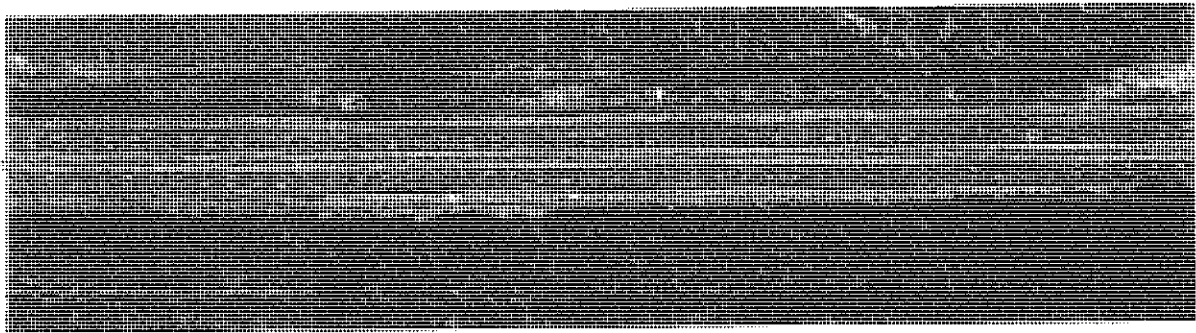
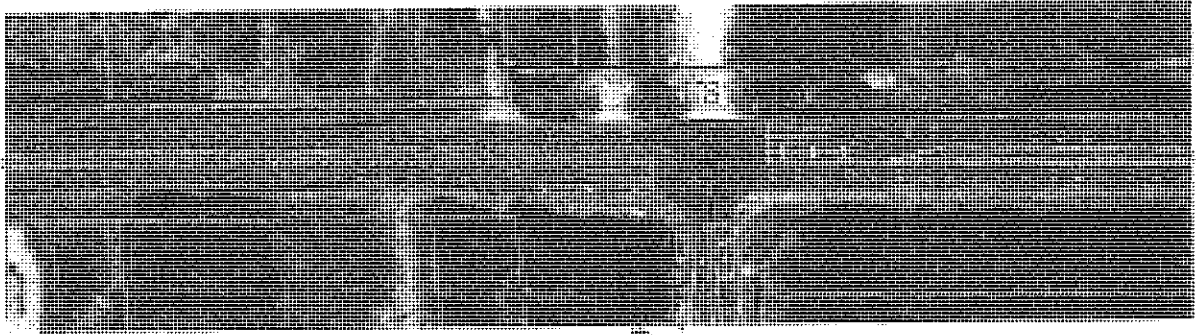
EXHIBIT "A-1"
Page 4 of 6



Notes: 1.) This plan is conceptual and represents the developer's pipeline improvements.
2.) The final alignment is subject to change pending right-of-way acquisitions.

REVISIONS				 STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FLAGLER COUNTY FLAGLER BEACH, FLORIDA 32936 PHONE: (904) 239-1234 FAX: (904) 239-1235 WWW.FDOT.FL.GOV	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		IMPROVEMENTS TO US 1	SHEET NO. 5
DATE	DESCRIPTION	BY	APPROVED BY		REQ. NO.	DESIGN	FINANCIAL PROJECT ID	
						FLAGLER		

EXHIBIT "A-1"
Page 5 of 6

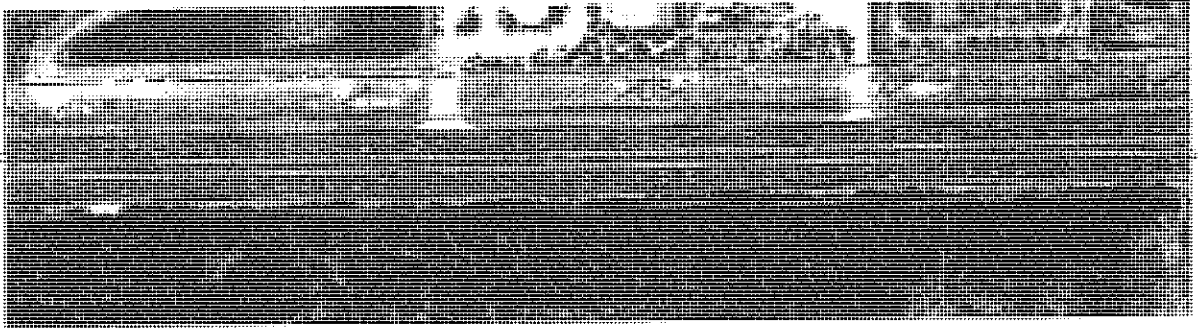


Notes: 1.) This plan is conceptual and represents the developer's pipeline improvements.
2.) The final alignment is subject to change pending right-of-way acquisitions.

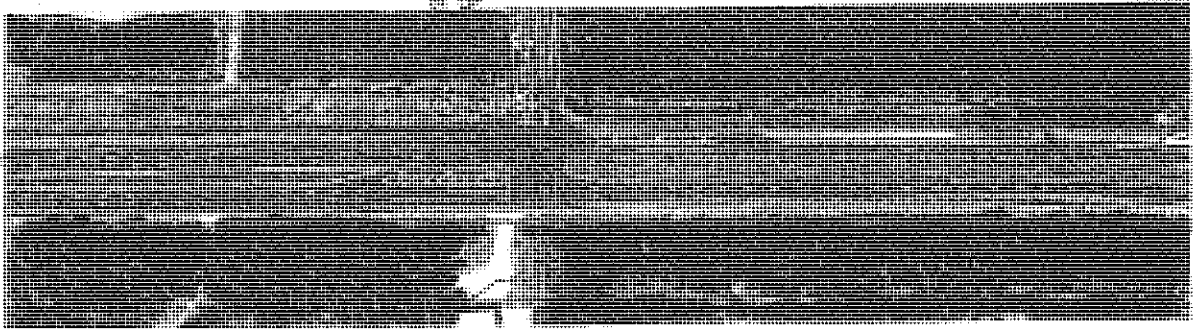
REVISIONS				Florida Department of Transportation Bureau of Planning and Research 1111 North 1st Street Tallahassee, Florida 32304-1111 Tel: 904/438-2111 Fax: 904/438-2111	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO.
NO.	DESCRIPTION	DATE	REVISION		DATE	BY	PROJECT NUMBER	
1						FLABLER		1

IMPROVEMENTS TO US 1

EXHIBIT "A-1"
Page 6 of 6



0 50 200



Notes: 1.) This plan is conceptual and represents the developer's pipeline improvements.
2.) The final alignment is subject to change pending right-of-way acquisitions.

REVISIONS				 L&L Engineering Group, Inc. Engineering and Planning 1000 N. W. 10th Ave. Suite 1000 Fort Lauderdale, FL 33304 (954) 561-1111 FAX: (954) 561-1199 WWW.L&L-ENG.COM	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		IMPROVEMENTS TO US 1	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		AREA NO.	ISLAND		THROWBACK NO. 0
					FLAGLED			

EXHIBIT "B"
NEOGA LAKES DRI
TERMS AND CONDITIONS OF CONSTRUCTION

1. The APPLICANT is authorized, subject to the conditions set forth herein, to enter DEPARTMENT right-of-way to perform all activities necessary for the construction of the FDOT Roadway Improvement (as described more fully in the Agreement). The FDOT Roadway Improvement shall be constructed in accordance with construction plans and specifications to be approved by the DEPARTMENT and consistent with the requirements of the DEPARTMENT. The plans shall include an appropriate plan for maintenance of traffic. Should any significant (as defined by §4-3 of Standard Specifications for Road and Bridge Construction, 2010, and as amended from time to time) changes to the plans be required during construction of the FDOT Roadway Improvement, the APPLICANT shall be required to notify the DEPARTMENT of the changes and receive approval from the DEPARTMENT prior to the changes being constructed. The DEPARTMENT reserves the right to adjust the plans to meet the requirements of permits. The APPLICANT shall be responsible to maintain the area of the FDOT Roadway Improvement at all times during construction of the FDOT Roadway Improvement. All payment and performance bonds shall name the DEPARTMENT as an additional obligee. All warranties on any product or material used in construction of said FDOT Roadway Improvement shall be in favor of the DEPARTMENT. The APPLICANT shall assure that the Engineer of Record shall perform all necessary post-design services that may be required for the FDOT Roadway Improvement.

2. The APPLICANT shall have the affirmative responsibility to locate all existing utilities, both aerial and underground and that all utility locations shall be represented on the

construction plans. All utility conflicts shall be fully resolved directly with the applicable utility. The APPLICANT shall be obligated to design around any utility installation for which the conflict cannot be resolved. Said utility work shall be deemed to be undertaken on behalf of and for the benefit of the DEPARTMENT and the APPLICANT shall assure that utility work schedules are obtained for the FDOT Roadway Improvement.

3. The work performed pursuant to this Agreement may require authorization under the Clean Water Act, by the U.S. Environmental Protection Agency for Storm Water Discharges from construction sites. The APPLICANT is responsible for obtaining the National Pollutant Discharge Elimination System Permit and all other necessary permits for construction of the FDOT Roadway Improvement. When applicable, such permits will be processed in the name of the DEPARTMENT; however, in such event, the APPLICANT will comply with all terms and conditions of such permit in construction of the subject facilities.

4. It is expressly agreed by the parties that this Agreement creates a permissive use only and that neither the granting of the permission herein to use DEPARTMENT and/or LOCAL GOVERNMENT right-of-way nor the placing of facilities upon DEPARTMENT and/or LOCAL GOVERNMENT land shall operate to create or vest any property right in the APPLICANT except as otherwise provided in separate agreements.

5. The DEPARTMENT shall appoint and authorize a single individual to serve as the DEPARTMENT'S representative to coordinate and manage the DEPARTMENT review of APPLICANT activities pursuant to this Agreement. The APPLICANT shall provide a current

construction schedule to the DEPARTMENT'S representative and shall notify the representative at least 48 hours in advance of starting proposed work and again immediately upon completion of work.

6. The APPLICANT shall utilize only a DEPARTMENT prequalified prime contractor for the FDOT Roadway Improvement.

7. The APPLICANT shall hire a DEPARTMENT qualified CEI firm to perform Verification Testing in accord with the 2010 Standard Specifications for Road and Bridge Construction, and as amended from time to time. The DEPARTMENT shall have the right, but not the obligation, to perform independent testing from time to time during the course of construction of the FDOT Roadway Improvement. The CEI firm shall not be the same firm as that of the Engineer of Record for the FDOT Roadway Improvement.

8. The APPLICANT shall require the APPLICANT'S contractor to post a bond in accordance with Section 337.18, Florida Statutes.

9. The APPLICANT shall not modify the intent of the design plans or the maintenance of traffic concept without appropriate submission by the Engineer of Record (the "Engineer") and approval by the DEPARTMENT. Provided, however, in the event of an emergency, the APPLICANT shall immediately make any necessary changes and notify the DEPARTMENT and the Engineer of Record after the modifications.

10. The DEPARTMENT may request and shall be granted a conference with the APPLICANT and at the APPLICANT'S option, the APPLICANT'S CEI firm, to discuss any part of the FDOT Roadway Improvement activities that the DEPARTMENT determines to be inconsistent with the approved design plans and specifications. The APPLICANT will monitor the corrective action and provide the DEPARTMENT status reports at such intervals as are reasonable, based on the corrective action undertaken, and the DEPARTMENT may, but is not obligated to, review independently the progress of the corrective action. Provided however, if the DEPARTMENT determines a condition exists which threatens the public's safety, the DEPARTMENT may, at its discretion, issue an immediate stop work order.

11. The APPLICANT shall have the continuous obligation to monitor the maintenance of traffic and construction operation during the course of the FDOT Roadway Improvement so that the safe and efficient movement of the traveling public is maintained. The APPLICANT is further obligated to make such changes to the maintenance of traffic plans as may be necessary. During construction, the APPLICANT shall take measures, including the placing and display of safety devices that are necessary in order to safely conduct the public through the FDOT Roadway Improvement area in accordance with the latest and current version of the Federal Highway Administration Manual on Uniform Traffic Control Devices for Streets and Highways, and the DEPARTMENT'S 2010 Standard Specifications for Road and Bridge construction and the DEPARTMENT'S 2010 Roadway and Traffic Design Standards, and as those sources may be amended from time to time. The APPLICANT may assign the responsibility of this paragraph to the Contractor or its' CEI for the construction of the FDOT Roadway Improvement.

12. Prior to the FDOT Roadway Improvement bidding, the APPLICANT shall provide a FDOT Roadway Improvement schedule that includes, at a minimum, the date the FDOT Roadway Improvement will be advertised for bid, the bid opening date, the award date and the date of the preconstruction conference.

13. It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the DEPARTMENT'S right, title and interest in the land to be entered upon and used by the APPLICANT. Any additional right or privilege required to undertake and to complete construction of the FDOT Roadway Improvement shall be secured by the APPLICANT.

14. Upon completion of the work in accord with the Plans, the APPLICANT shall furnish a set of "as-built" plans certified by the Engineer of Record/CEI that the necessary improvements have been completed in accordance with the Plans as the same may be modified in accord with the terms of this Agreement. This certification shall include a statement that necessary inspections, tests, and physical measurements have been made, and that all materials entering into the work conform to the Plans, conform to the applicable specifications contained in the Standard Specifications for Road and Bridge Construction, 2010 edition as amended, or otherwise conform to or meet generally accepted professional practices. Additionally, the APPLICANT shall assure that all post construction survey monumentation required by Florida Statutes is completed and evidence of such is provided to the DEPARTMENT in a manner acceptable to the DEPARTMENT. Upon acceptance of right-of-way documents, then the

FDOT Roadway Improvement shall be deemed accepted by and turned over to the DEPARTMENT.

15. In the event contaminated soil is encountered by the APPLICANT or anyone within the DEPARTMENT right of way, the APPLICANT shall immediately cease work and notify the DEPARTMENT. The DEPARTMENT shall coordinate with the appropriate agencies and notify the APPLICANT of any required action related thereto.

16. Construction of the FDOT Roadway Improvement will not commence until the DEPARTMENT has approved the construction plans and specifications as provided for in Paragraph 1 and all required right-of-way has been properly obtained and certified (if applicable) as such by the DEPARTMENT's Right of Way Manager.

17. If applicable, the APPLICANT shall assure that load ratings are submitted on any vehicular bridge prior to the final submission of the structure plans for DEPARTMENT review. Structures shall not be opened to traffic until a signed and sealed final bridge load rating that meets the Florida legal loads standard is complete.

EXHIBIT "C"

TRIP GENERATION TABLE

Neoga Lakes DRI - Trip Generation

ITE Land Use Description	ITE Code	Quantity	Units	Trip Generation Rates				Trip Generation				Net External Trip Generation								
				Daily Rate	P.M. Peak-Hour			Daily Total	P.M. Peak-Hour			Internal Capture	Daily				P.M. Peak-Hour			
					Rate	Directional %			Total	Directional			Internal Trips	Daily Total	Internal Trips	Total	In	Out		
						In	Out			In	Out									
Phase I																				
Single-Family Residential	210	2,120 DU		8.14	0.77	63%	37%	17,265	1,641	1,034	607	14.5%	2,509	14,756	238	1,403	864	519		
Shopping Center	820	100 ksf		67.91	6.36	49%	51%	6,791	636	312	324	44.2%	3,000	3,791	281	355	174	181		
K-8 School	520	600 Students		1.29	0.15	49%	51%	774	90	44	46	46.2%	358	416	42	46	24	24		
	522	900 Students		1.62	0.16	49%	51%	1,458	144	71	73	46.2%	674	784	67	77	38	39		
High School	530	2,000 Students		1.71	0.13	47%	53%	3,420	260	122	138	46.2%	1,581	1,839	120	140	66	74		
Apartments	220	250 KSF		6.56	0.62	65%	35%	1,639	155	101	54	14.5%	238	1,401	23	132	86	46		
Business Park	770	350 KSF		12.89	1.37	23%	77%	4,510	478	110	368	6.7%	302	4,208	32	446	103	343		
Church	560	60 KSF		9.12	0.55	48%	52%	547	33	16	17	65.0%	356	191	21	12	6	6		
Totals:								36,404	3,437	1,809	1,628	24.0%	9,019	27,385	824	2,613	1,381	1,232		
Phase II																				
Single-Family Residential	210	1,570 DU		8.34	0.80	63%	37%	13,097	1,253	789	464	14.2%	1,858	11,239	178	1,075	677	398		
Single-Family Residential	210	1,570 DU		8.34	0.80	63%	37%	13,097	1,253	789	464	14.2%	1,858	11,239	178	1,075	677	398		
Shopping Center	820	225 ksf		51.13	4.87	49%	51%	11,504	1,095	537	558	32.4%	6,030	5,474	574	521	255	266		
K-8 School	520	600 Students		1.29	0.15	49%	51%	774	90	44	46	56.7%	439	335	51	39	19	20		
	522	900 Students		1.62	0.16	49%	51%	1,458	144	71	73	56.7%	826	632	82	62	31	31		
High School	530	2,000 Students		1.71	0.13	47%	53%	3,420	260	122	138	56.7%	1,938	1,482	147	113	53	60		
Apartments	220	350 KSF		6.29	0.58	65%	35%	3,457	320	208	112	14.2%	491	2,966	45	275	178	97		
Business Park	770	980 KSF		11.51	1.26	23%	77%	11,282	1,232	283	949	10.2%	1,154	10,128	126	1,106	254	852		
Condo/Townhomes	230	1,000 DU		4.77	0.40	67%	33%	4,768	397	266	131	14.2%	677	4,091	56	341	228	113		
General Office	710	25 KSF		18.36	4.28	17%	83%	459	107	18	89	10.2%	47	412	11	96	16	80		
Congregate Care Facility	253	150 DU		2.02	0.17	55%	45%	303	26	14	12	14.2%	43	260	4	22	12	10		
Church	560	120 KSF		9.11	0.55	48%	52%	1,093	66	32	34	65.0%	710	383	43	23	11	12		
Church/Private School	536	96 Students		2.48	0.17	43%	57%	238	16	7	9	65.0%	155	83	10	6	2	4		
Cumulative Totals:								64,950	6,259	3,181	3,078	24.1%	16,227	48,723	1,505	4,754	2,413	2,341		
Phase III																				
Single-Family Residential	210	2,650 DU		8.00	0.76	63%	37%	21,199	2,006	1,264	742	14.8%	3,143	18,056	297	1,709	1,077	632		
Single-Family Residential	210	2,650 DU		8.00	0.76	63%	37%	21,199	2,006	1,264	742	14.8%	3,143	18,056	297	1,709	1,077	632		
Shopping Center	820	354 ksf		43.63	4.19	49%	51%	15,445	1,484	727	757	58.8%	9,056	6,359	873	611	299	312		
K-8 School	520	600 Students		1.29	0.15	49%	51%	774	90	44	46	60.1%	465	309	54	36	18	18		
	522	900 Students		1.62	0.16	49%	51%	1,458	144	71	73	60.1%	877	581	87	57	28	29		
High School	530	2,000 Students		1.71	0.13	47%	53%	3,420	260	122	138	60.1%	2,056	1,364	156	104	49	53		
Apartments	220	550 DU		6.29	0.58	65%	35%	3,457	320	208	112	14.8%	513	2,944	47	273	177	96		
Business Park	770	1,870 KSF		11.15	1.31	23%	77%	20,550	2,443	562	1,881	12.5%	2,610	18,240	306	2,137	492	1,645		
Government Office	730	45 KSF		68.93	1.20	31%	69%	2,757	48	15	33	12.5%	345	2,412	6	42	13	29		
Condo/Townhomes	230	1,000 DU		4.77	0.40	67%	33%	4,768	397	266	131	14.8%	707	4,061	59	338	226	112		
Office	710	45 KSF		16.02	2.87	17%	83%	721	129	22	107	12.5%	90	631	16	113	19	94		
Congregate Care Facility	253	150 DU		2.02	0.17	55%	45%	303	26	14	12	14.8%	45	258	4	22	12	10		
Church	560	160 KSF		9.11	0.55	48%	52%	1,459	86	42	46	65.0%	948	510	57	31	15	16		
Private School (Church)	536	96 Students		2.48	0.17	43%	57%	238	16	7	9	65.0%	155	83	10	6	3	3		
Cumulative Totals:								98,047	9,457	4,628	4,829	24.0%	24,183	73,864	2,269	7,158	3,505	3,683		