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NEOGA LAKES  
DEVELOPMENT OF REGIONAL IMPACT DEVELOPMENT ORDER

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THIS DEVELOPMENT ORDER (“Development Order”) effective this 5th day of October, 2010 by and between Neoga Lakes, LLC, a Delaware limited liability company and the City of Palm Coast, a municipal corporation organized and existing under the laws of the State of Florida (the “City”).

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**RECITALS**

**WHEREAS**, the Neoga Lakes Development of Regional Impact (the “DRI” or “Neoga Lakes”) is a proposed mixed use, master planned community located upon approximately 6,410 acres in the City of Palm Coast, Florida, more particularly described on **Exhibit A** (the “DRI Property”); and

**WHEREAS**, Neoga Lakes, LLC, is the owner of the DRI Property and has filed the Application for Development Approval and for purposes of this Development Order, Neoga Lakes, LLC, or a specific assignee designated as master developer of this Development Order, are hereinafter referred to as the “Developer”; and

**WHEREAS**, an Application for Development Approval dated July 27, 2009, as amended by the ADA First Sufficiency Response dated October 30, 2009, and as further amended by the ADA Second Sufficiency Response dated February 19, 2010 (collectively, the “ADA”), were filed pursuant to Section 380.06, Florida Statutes, for the DRI Property; and

**WHEREAS**, the authorized agent is the Developer; and

**WHEREAS**, the Developer has duly provided complete copies of the ADA to the Florida Department of Community Affairs (“DCA”), Northeast Florida Regional Council (“NEFRC”), the City and other applicable entities pursuant to Rule 9J-2.022, Florida Administrative Code; and

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.

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**EXHIBIT LIST**

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3	Exhibit A	- DRI Property Legal Description
4	Exhibit 1	- Map H, Master Development Plan
5	Exhibit 2	- Employment Center Map
6	Exhibit 3	- Land Use Conversion Matrix
7	Exhibit 4	- Conserved Areas Map
8	Exhibit 5	- Neoga Lakes Scrub Preserve Map
9	Exhibit 6	- Wildlife Crossings within the Conservation Corridor Map
10	Exhibit 7	- Wetlands Impact Map
11	Exhibit 8	- Surface Water Quality Monitoring Plan
12	Exhibit 9	- Water Conservation Plan
13	Exhibit 10	- High Aquifer Recharge Area Map
14	Exhibit 11	- Transportation Mitigation Exhibits
15	11-1	Proportionate Share Calculations
16	11-2	Transportation Improvements General Location Map
17	11-3	Transportation Improvements Typical Sections
18	11-4	Transportation Improvements Graphics
19	11-5	Trip Generation Chart
20	11-6	FDOT Transportation Agreement

**GENERAL CONDITIONS**

1  
2  
3 1. **Application for Development Approval.** The DRI shall be developed in accordance  
4 with the information, plans and commitments contained in (i) the Neoga Lakes  
5 Application for Development Approval dated July 27, 2009, as modified by the  
6 Application for Development Approval First Sufficiency Response dated October 30,  
7 2009, and the Application for Development Approval Second Sufficiency Response  
8 dated February 19, 2010 (collectively the “ADA”); and (ii) the Neoga Lakes Master  
9 Development Plan, Map H, attached as **Exhibit 1**, all of which are incorporated by  
10 reference except to the extent of any conflict with the express terms and conditions of  
11 this Development Order, in which event the terms and conditions of this Development  
12 Order shall govern.

13  
14 2. **Land Use.**

15 (a) The DRI may be developed with the following uses: (i) a Village Center which  
16 may contain up to 274,000 Commercial (Retail/Services) square feet, up to 475  
17 Multi-Family Residential units, up to 75 Single-Family Residential units, up to  
18 45,000 Office square feet and up to 150 Life Care units; (ii) a Neighborhood  
19 Retail area which may contain up to 80,000 Commercial square feet; (iii) an  
20 Employment Center which may contain up to 1,870,000 square feet consisting  
21 of approximately 70% Industrial uses and approximately 30% Office uses;  
22 (iv) up to an additional 6,300 Residential units (6,000 Single-Family units and  
23 300 Multi-Family units) with the total number of Residential (Single-Family,  
24 Multi-Family and Life Care units) within the DRI proposed to be up to 7,000  
25 units; (v) up to 222,000 square feet of Civic uses; (vi) an institutional use site  
26 (e.g. school site); and (vii) approximately 3,870 acres of lakes, borrow pits,  
27 recreation, open space, parks and conservation. Notwithstanding the mix of uses  
28 listed above, the ultimate mix of uses, including minimum standards for certain  
29 uses, within the DRI shall be pursuant to the Land Use Conversion Matrix  
30 attached as **Exhibit 3** and as described in General Condition 3 below.

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

1 incentives, etc.) for the Employment Center lands as part of the rezoning and  
2 MPD Development Agreement process for Neoga Lakes described in General  
3 Condition 14(b) below.  
4

5 3. **Conversion of Uses.** The Developer may increase or decrease the amount of a  
6 particular land use, but only within the minimum and maximum standards provided for  
7 on the Land Use Conversion Matrix attached as **Exhibit 3**, without filing a Notice of  
8 Proposed Change (“NOPC”), provided that (i) the changes are consistent with the Land  
9 Use Conversion Matrix attached as **Exhibit 3**; and (ii) at any time of election of a land  
10 use conversion under the Land Use Conversion Matrix, the Developer shall notify the  
11 City, the DCA and the NEFRC of the election in writing at least thirty (30) days in  
12 advance of the change. Use of the Land Use Conversion Matrix will be reported on an  
13 individual and cumulative basis in the biennial report. Any NOPC filed shall  
14 incorporate all changes made pursuant to the Land Use Conversion Matrix prior to the  
15 filing of such NOPC. Provided that the conversion is consistent with the criteria  
16 contained in the Land Use Conversion Matrix (**Exhibit 3**), and such converted uses are  
17 consistent with the uses allowed in that location under Map H (**Exhibit 1**), no additional  
18 DRI approvals shall be required for the conversion. Any conversion of land use, other  
19 than those allowed under the Land Use Conversion Matrix (**Exhibit 3**) and this General  
20 Condition 3, shall be subject to an amendment to this Development Order or an NOPC.  
21

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

23 (a) The DRI shall be developed in three (3) Phases, (Phase I (2011-2015), Phase II  
24 (2016-2022) and Phase III (2023-2029)), unless tolled by statute, tolled pursuant  
25 to this paragraph, extended pursuant to Section 380.06(19), Florida Statutes, or  
26 the Developer elects to accelerate the beginning date of a subsequent phase or  
27 phases, provided that all mitigation requirements for the particular phase to be  
28 accelerated are met. The end date of a phase shall not be affected by an  
29 acceleration of the beginning date. Unused development rights from prior phases  
30 shall carry over into subsequent phases until buildout of the entire DRI. The  
31 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.

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

13  
14 5. **Effective Date.** This Resolution and Development Order shall take effect upon the  
15 effective date of the City Council Comprehensive Plan Amendment Application #1851,  
16 City Ordinance No. \_\_\_\_\_ adopted at the same City Council meeting as this  
17 Development Order.

18  
19 6. **Monitoring Official and Procedures.** The City Manager of the City of Palm Coast as  
20 Land Use Administrator, or his or her designee, shall be the local official responsible  
21 for monitoring the development for compliance by the Developer with this  
22 Development Order. The City will monitor compliance with this Development Order,  
23 as specified in Section 380.06, Florida Statutes, during the development review process  
24 pursuant to the City Comprehensive Plan and the City Unified Land Development  
25 Code, subject to General Conditions 7 and 12 below.

26  
27 7. **Downzoning Protection.** In accordance with Section 380.06(15), Florida Statutes, the  
28 DRI, as approved in this Development Order, shall not be subject to downzoning, unit  
29 density reduction, or intensity reduction before December 31, 2035, as such date may be  
30 extended under the provisions of General Condition 4 above, unless the Developer  
31 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

1 reporting period shall be provided by land use categories listed in Chapter 28-  
2 24, Florida Administrative Code and depicted on Map H (**Exhibit 1**).

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

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

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

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

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

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

30 (i) Provide information as to available capacity of potable water, wastewater, and  
31 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.

1 (t) The status of the implementation of the Habitat Management Plan (as described  
2 in Special Condition 17(h) below) and any Environmental Resource Permit  
3 issued for the project.  
4

5 10. **Notice of Adoption.** Notice of adoption of this Development Order or any subsequent  
6 amendment to it shall be recorded by the Developer in accordance with Section  
7 380.06(15)(f), Florida Statutes, with the Clerk of the Circuit Court of Flagler County,  
8 Florida. The recording of this notice shall not constitute or provide actual or  
9 constructive notice of a lien, cloud or encumbrance of the DRI Property. The conditions  
10 of this Development Order shall run with the land and bind the successors and assigns  
11 of the Developer of the DRI Property. The Development Order is binding upon the  
12 Developer only as a condition to development of lands owned by the Developer within  
13 the DRI Property and upon assignment by the Developer of any of its interest(s) under  
14 this Development Order as the "Developer" therein, any such assignor Developer shall  
15 be fully and forever released from any Development Order conditions assigned to the  
16 successor "Developer" as provided for under this Development Order. Any contract or  
17 agreement for sale for all or any part of the DRI Property subject to this Development  
18 Order shall (i) require an assignment of development rights to construct any of the land  
19 uses described in General Condition 2 above and (ii) contain a legend substantially in  
20 the following form clearly printed or stamped thereon:  
21

22 **THE PROPERTY DESCRIBED IN THIS AGREEMENT IS**  
23 **PART OF THE NEOGA LAKES DEVELOPMENT OF**  
24 **REGIONAL IMPACT AND IS SUBJECT TO A**  
25 **DEVELOPMENT ORDER, NOTICE OF WHICH IS**  
26 **RECORDED IN THE PUBLIC RECORDS OF FLAGLER**  
27 **COUNTY, FLORIDA, WHICH IMPOSES CONDITIONS,**  
28 **RESTRICTIONS AND LIMITATIONS UPON THE USE**  
29 **AND DEVELOPMENT OF THE SUBJECT PROPERTY**  
30 **WHICH ARE BINDING UPON EACH SUCCESSOR AND**  
31 **ASSIGN OF NEOGA LAKES, LLC. THE DEVELOPMENT**  
32 **ORDER DOES NOT CONSTITUTE A LIEN, CLOUD OR**  
33 **ENCUMBRANCE OF REAL PROPERTY OR**  
34 **CONSTITUTE ACTUAL OR CONSTRUCTIVE NOTICE OF**  
35 **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

1 development rights granted pursuant to this Development Order. Accordingly, the rights  
2 of the Developer to construct the development as set forth in General Conditions 2, 3  
3 and 4 are intended to be vested rights and shall not be subject to downzoning or unit  
4 density reduction or intensity reduction, except as provided in General Condition 7 of  
5 this Development Order. Further, future modifications to the City of Palm Coast  
6 Unified Land Development Code and other laws and regulations of the City affecting  
7 development shall apply to the development approved pursuant to this Development  
8 Order except to the extent (i) such future modifications conflict with specific  
9 provisions, conditions or commitments set forth in this Development Order and  
10 substantially diminish the development rights granted herein, or (ii) such modifications  
11 require mitigation for development impacts which have been reviewed under Section  
12 380.06, Florida Statutes, and addressed in this Development Order. The Developer does  
13 not waive any statutory or common law vested right or equitable estoppel right they  
14 now have or may acquire in the future to complete any portion of the DRI in accordance  
15 with the applicable state and local laws and ordinances in effect at the time this  
16 Development Order becomes effective. The General and Special Conditions in this  
17 Development Order are conditions to development of the DRI Property and nothing  
18 contained in this Development Order shall be construed to obligate the Owner to  
19 develop the DRI Property.

- 20
- 21 13. **Subsequent Requests for Development Permits** Subsequent requests for  
22 development permits shall not require further review pursuant to Section 380.06,  
23 Florida Statutes, unless it is found by the City Council, after due notice and hearing, that  
24 one or more of the following is present:
- 25 (a) a substantial deviation pursuant to Section 380.06(19), Florida Statutes; or
  - 26 (b) buildout of this Development Order.
- 27

28 Upon a finding that (a) is present, the City Council shall order compliance with Sections  
29 380.06(19)(g) and (h), Florida Statutes, and development within the DRI may continue,  
30 as approved, during the DRI review in those portions of the development which are not  
31 directly affected by the proposed change. Upon a finding that (b) is present, the City

1 Council shall order a termination of all development activity (except development  
2 activity authorized under Section 380.06(15)(g), Florida Statutes) if such development  
3 activity is subject to DRI review, until such time as a new DRI application for  
4 development approval has been submitted, reviewed and approved in accordance with  
5 Section 380.06, Florida Statutes.  
6

7 **14. Limitation of Approval.**

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

12 (b) The applicable zoning classification for this DRI is the Master Planned  
13 Development District ("MPD"). The City agrees that due to the size and scope  
14 of the proposed development pursuant to the DRI and the duration of the  
15 phasing plan, the Developer shall be entitled to effect a rezoning of the DRI  
16 Property to MPD pursuant to a Development Agreement which shall address  
17 conceptually the location of the various uses allowed within the DRI, including  
18 common areas and open space, traffic circulation for major road systems and  
19 project wide permitted uses, densities and intensities (the "Conceptual MPD").  
20 Thereafter further refinement in the Conceptual MPD and meeting the  
21 requirements of the City Unified Land Development Code, may be effected by  
22 review and approval of further Development Agreements applied to specific  
23 parcels or increments of the DRI Property as physical development within those  
24 increments is undertaken (the "Incremental MPD"). The Developer shall pay an  
25 application fee equal to ten percent (10%) of the customary rezoning application  
26 fee at the time of submission of the Conceptual MDP and the full customary  
27 application fee at the time of submission of each Incremental MDP based on the  
28 amount of acreage within the applicable Incremental MDP.  
29

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

1 not limited to, "proportionate share" or "fair share contributions") or improvements  
2 made by or on behalf of the Developer or a Community Development District ("CDD")  
3 as the case may be, for public facilities pursuant to the guidelines stipulated in Section  
4 380.06(16), Florida Statutes, Chapter 29 of the Code of Ordinances, City of Palm Coast,  
5 Florida, and Chapter 7 of the City Unified Land Development Code (the "Impact Fee  
6 Documents"). The Developer proposes and the City agrees that in the event that any  
7 contributions of land purchased by a CDD, or money (including "proportionate share"  
8 or "fair share payments"), or improvements funded or constructed with funds from a  
9 CDD give rise to impact fee credits from a CDD, then such impact fee credit shall be  
10 established in the name of the CDD pursuant to the Impact Fee Documents. In the event  
11 that an owner contributes land for public facilities (including, but not limited to, road  
12 rights-of-way, a fire station, utilities, parks or a school site), such owner shall be entitled  
13 to impact fee credits applicable to the land pursuant to the Impact Fee Documents. The  
14 amount of such credit shall be determined in accordance with applicable law and City  
15 ordinances established by the City. The City acknowledges that it shall work with the  
16 Developer to establish a voucher system for payment of impact fees within the DRI and  
17 to administer impact fee credits which system may be set forth in any impact fee credit  
18 agreement entered into by the Developer or CDD with the City. If an impact fee  
19 ordinance that has been or that may be adopted by the City includes valuation  
20 methodology for real estate contributions, then the standards contained therein shall be  
21 used to value any contribution of land by the Developer or a CDD.

- 22  
23 16. **Level of Service Standards.** The Developer shall be required to meet the adopted level  
24 of service standards in the City of Palm Coast Comprehensive Plan and the  
25 requirements of the City's Concurrency Management System (the "CMS") as are in  
26 effect on the date hereof; provided, however, mitigation for transportation impacts is  
27 being implemented under provisions set forth in Section 163.3180(12), Florida Statutes,  
28 and mitigation for school concurrency is being implemented under the provisions set  
29 forth in Section 163.3180(13), Florida Statutes, by entering into the Proportionate Share  
30 Agreement, each of which shall be deemed to satisfy concurrency requirements for  
31 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

1 be protected by the Habitat Management Plan as defined in Special Condition  
2 17(h) below.

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

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

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

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

6 (e) **Black Bear Management Plan to Minimize Human/Bear Conflicts at Neoga  
7 Lakes, Flagler County, Florida.** Development within the DRI shall be

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

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

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

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

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

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

30           (i)    conserving approximately 2,205 acres of wetlands and approximately  
31           827 acres of uplands, including an approximately 1,129 acre north, south

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

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

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

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

- 27 (j) **Roadway Design and Wildlife Crossings**. The Developer will design and  
28 provide roadway and wildlife crossings meeting the criteria set forth below to  
29 accommodate safe wildlife movements across transportation corridors within the  
30 DRI Property at major wetland strands and within the Conservation Corridor.  
31 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.

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

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

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

10  
11 **18. Wetlands.**

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

1 terms and conditions of such permits.

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

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

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

3  
4 **19. Water Quality.**

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

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

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

8  
9 20. **Floodplains.** Prior to commencement of physical development (as defined in General  
10 Condition 4(b)(i)) within any portions of the DRI Property presently designated within  
11 the 100-year floodplain, a Letter of Map Revision (LOMR) shall be submitted to the  
12 Federal Emergency Management Agency (FEMA) to establish 100-year flood stages on  
13 those portions of the DRI Property. The Developer will comply with the flood damage  
14 protection regulations within the City Ordinance Code (as may be amended) and any  
15 other applicable state and federal regulations.

16  
17 21. **Water Supply and Water Conservation.**

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

- 30 (b) Distribution systems for nonpotable water (reclaimed water, stormwater and  
31 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

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

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

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

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

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

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

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

27 (h) As to portions of the DRI Property identified as high aquifer recharge areas on  
28 **Exhibit 10**, when soil conditions are confirmed by site-specific geotechnical  
29 evaluations during the SJRWMD ERP permitting process to contain  
30 excessively drained soils, stormwater treatment systems within such areas, shall  
31 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

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

3  
4 **25. Transportation.**

5 **(a) Transportation Mitigation Plan.**

6 (i) Pursuant to Section 163.3180(12), Florida Statutes (2010), the  
7 development approved by this Development Order requires the  
8 Developer to mitigate for the proportionate share transportation impacts  
9 of the DRI on the regional transportation system in the amount of  
10 \$73,355,792.00. The development rights provided for in this  
11 Development Order are conditioned upon the contribution of money  
12 and/or transportation improvements, as described below, having an  
13 estimated Y2010 cost of \$109,782,519.00 (as identified on **Exhibit 11-**  
14 **1**). The transportation improvements provided for herein will benefit  
15 regionally significant transportation facilities and are graphically  
16 depicted on **Exhibit 11-2**.

17 (ii) The final geometry and design for each of the roadway improvements  
18 described below to be dedicated to the City or constructed within City  
19 right-of-way, shall be finalized during the rezoning process described in  
20 General Condition 14(b) above. The final geometry and design for the  
21 Flagler County, Florida (the "County"), and FDOT improvements shall  
22 be determined in the respective permitting process for the County and  
23 the FDOT transportation improvements. All rights-of-way widths set  
24 forth in this Special Condition 25 are approximate and may contain  
25 variances in width based on site conditions for the typical roadway  
26 section to be constructed. The City and the Developer recognize that for  
27 the City maintained roads the FDOT design standards were utilized in  
28 the design of the typical roadway sections. The City and the Developer  
29 will work together to accommodate the necessary utilities, stormwater,  
30 landscaping and non-vehicular paths within the typical roadway sections,  
31 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

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

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

21 (iii) **Hargrove Grade Road.** Not later than issuance of the first certificate of  
22 occupancy (or equivalent authorization as to non-residential square  
23 footage) within Phase I of the DRI, but excluding certificates of  
24 occupancy or equivalent authorizations for development within the  
25 Employment Center Railroad Parcel generating up to the Employment  
26 Center Trips, the Developer shall cause Hargrove Grade Road to be  
27 reconstructed as a two (2) lane rural undivided roadway (and shall  
28 dedicate to the City right-of-way of approximately ninety (90) feet to  
29 accommodate this reconstruction and a future four (4) lane roadway of  
30 approximately one hundred forty (140) feet) from Otis Stone Hunter  
31 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

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

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

30 (iii) **Hargrove Grade Road Extension**. Not later than the issuance of  
31 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

1 (ii) **CR 13 Alternate Improvements and Signalization.** The County  
2 desires to allow for alternate selection of the CR 13 transportation  
3 improvements. The "Alternate 1 CR 13 Improvement", shall be to  
4 widen the existing ten (10) foot cross-section of CR 13 to twelve (12)  
5 feet with paved shoulders from the Hargrove Grade Road Extension to  
6 U.S. 1 which shall maintain the existing at grade FEC Railroad crossing.  
7 The "Alternate 2 CR 13 Improvement" shall be widening of CR 13 from  
8 the Hargrove Grade Road Extension to Sawgrass Road to a four (4) lane  
9 facility with the design, permitting and right-of-way acquisition for such  
10 widening improvement to be the responsibility of the County, at its sole  
11 cost and expense. Not later than issuance of building permits for  
12 improvements which generate up to 4,754 external p.m. peak hour trips  
13 within the DRI, the Developer shall provide written notice to the County  
14 to make an election as to the CR 13 Alternate Improvement and the  
15 County shall have ninety (90) days from receipt of such notice to provide  
16 written notice to the Developer (the "County Notice") of its election of  
17 either the Alternate 1 CR 13 Improvement or the Alternate 2 CR 13  
18 Improvement; provided however the County may elect the Alternate 2  
19 CR 13 Improvement only if the County Notice is accompanied by  
20 written evidence that the County has completed design, permitting and  
21 all right-of-way acquisition necessary for the Developer to construct the  
22 Alternate 2 CR 13 Improvement (the "Alternate 2 CR 13 Condition"). If  
23 the County fails to provide timely County Notice as to the CR 13  
24 Alternate Improvement elected or fails to meet the Alternate 2 CR 13  
25 Condition, then the County shall be deemed to have elected the Alternate  
26 1 CR 13 Improvement. This is a one time election on the part of the  
27 County and once elected (or deemed elected) shall be irrevocable. The  
28 elected or deemed elected CR 13 Alternate Improvement shall be  
29 completed not later than issuance of building permits for development  
30 which generates 7,188 external p.m. peak hour trips within the DRI. In  
31 addition to the foregoing, the Developer shall also be responsible for

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

4 (iii) **FDOT Phase III Contribution.** The Developer, its successors or  
5 assigns, shall (a) contribute funds to FDOT in the amount of  
6 \$2,500,000.00 toward planning, design, engineering, permitting or  
7 construction of improvements identified in the Bunnell Study (a  
8 “Developer FDOT Contribution”), or (b) the Developer shall provide  
9 written notice to the FDOT of its intention to construct certain  
10 improvements identified in the Bunnell Study and upon written notice of  
11 approval from FDOT as to the improvements to be made, together with  
12 the sequencing and the means and methods of construction and as to the  
13 terms and conditions concerning the improvements, the Developer shall  
14 construct the agreed upon improvements. The estimated cost of  
15 construction of the agreed upon improvements to be constructed by the  
16 Developer shall not be less than \$2,500,000. This proportionate share  
17 contribution of \$2,500,000 (adjusted for inflation to the time of payment)  
18 shall be paid to the FDOT, or in the alternative, the Developer shall  
19 provide written notice to the FDOT of intent to construct the  
20 improvements, within ninety (90) days after issuance of building permits  
21 for development within the DRI that, cumulatively with other  
22 development within the DRI, generate no greater than 4,754 external  
23 p.m. peak hour trips, (the “Election Date”). If for any reason the  
24 Developer does not make a timely election for the transportation  
25 improvements as provided for herein, the Developer shall be deemed to  
26 have elected option (a) above. Upon FDOT approval of the Developer  
27 undertaking construction of the improvements as provided for above, the  
28 Developer shall cause the improvements to be completed not later than  
29 two (2) years from the Election Date.

30 (iv) **Royal Palms Extension.** The Developer shall reserve a right-of-way  
31 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

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

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

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

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

20 (ii) **Alternate Mitigation Plan.** At anytime after issuance of building  
21 permits that generate 2,614 external p.m. peak hour trips, the Developer  
22 may provide written notice to the City of its intent to commence  
23 construction of the "Alternate Mitigation Plan". The City shall have  
24 ninety (90) days to evaluate the alternatives and provide written notice to  
25 the Developer (the "City Notice") of its election of one (and only one) of  
26 the below listed Alternates 1, 2, or 3 as the Alternate Mitigation Plan. If  
27 the City elects Alternate 2, then as a condition to such election, the City  
28 shall provide, at its expense with the City Notice, evidence that it has  
29 acquired and shall provide adequate right-of-way for any stormwater  
30 ponds necessary to serve that portion of Belle Terre Parkway contained  
31 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

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

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

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

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

- 10 (i) **City Use of Eminent Domain**. The Developer is responsible for obtaining the  
11 necessary right-of-way to construct the transportation improvements identified  
12 in this Special Condition 25 that will be constructed by the Developer. However  
13 if requested by the Developer, the City shall (to the extent allowed by law)  
14 consider exercising its power of eminent domain as necessary to acquire right-  
15 of-way for any improvements to be constructed by the Developer pursuant to  
16 this Special Condition 25 to the extent that such right-of-way is not owned by  
17 the Developer or its affiliates. All costs of obtaining such right-of-way (whether  
18 to be paid to the landowners of lands acquired, consultants, expert witnesses,  
19 court costs or outside attorneys' fees) shall be borne by the Developer. In the  
20 alternative, upon a request by the Developer, the City shall (to the extent  
21 allowed by law) consider granting to a CDD the power to exercise eminent  
22 domain to acquire such rights-of-way or any portion thereof. In the event the  
23 City elects not to exercise its eminent domain power, the City shall reimburse  
24 the Developer or the CDD (as directed by them) fifty percent (50%) of the  
25 amount by which the purchase price paid by the Developer or CDD for right-of-  
26 way as to which the City has declined to exercise eminent domain, exceeds one  
27 hundred percent (100%) of the fair market value thereof (the "City  
28 Reimbursement"). For purposes of this Special Condition 25(i), fair market  
29 value shall be determined by two (2) appraisals conducted by two (2) members  
30 of the appraisal institute (MAI) listed on the approved list of appraisers by the  
31 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.

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

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

15  
16 26. **Air Quality.** The following dust control measures shall be required by contractors  
17 during construction within Neoga Lakes:

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

25 As part of any land clearing activities associated with the initial construction of parcels  
26 within the DRI, the Developer may utilize open burning in accordance with the City  
27 Ordinance Code. The Developer shall utilize best operating practices in conjunction  
28 with any open burning, which may include the use of air curtain incinerators if required  
29 by the City Fire Department.  
30

1 27. **Workforce Housing.** The Developer shall construct or cause to be constructed a  
2 minimum of 350 for-sale or for-rent “workforce housing” units (as hereinafter defined)  
3 within the DRI within the timeframes set forth herein. Construction of at least 175  
4 workforce housing units shall be commenced no later than issuance of the 4,840<sup>th</sup>  
5 residential building permit within the DRI. Construction of the remaining 175  
6 workforce housing units shall be commenced no later than issuance of the 1,080<sup>th</sup>  
7 residential building permit for construction within DRI Phase III. “Workforce housing”  
8 is defined as housing that is affordable to a person who earns less than 120 percent of  
9 the area median income, or less than 140 percent of the area median income as well as  
10 located in a county in which the median purchase price for a single family existing  
11 home exceeds the statewide median purchase price of a single family existing home. A  
12 “statewide median purchase price of a single family existing home” means the statewide  
13 purchase price as determined in the Florida Sales Report, Single-Family Existing  
14 Homes, released each January by the Florida Association of Realtors and the University  
15 of Florida Real Estate Research Center. Such workforce housing shall be subject to a  
16 recorded land use restriction with the City as a named third party beneficiary that shall  
17 be for a period of not less than twenty (20) years and that includes resale provisions to  
18 ensure long-term affordability for income-eligible homeowners and renters, such as but  
19 not limited to, a cap on the resale price of a home that is tied to not more than a fixed  
20 percentage above the Consumer Price Index for All Urban Consumers (CPI-U). In its  
21 eligibility review of perspective purchasers for such workforce housing units, the  
22 Developer or its assigns may give priority status to persons working in the DRI or  
23 within a three (3) mile radius of the DRI. Any rental of workforce housing, including  
24 rental of units previously for sale to owner-occupants, shall be to persons meeting the  
25 above affordability criteria through a program supervised by the City or housing  
26 organization designated by the City to ensure that only persons meeting the income  
27 limitations set forth above occupy such affordable housing during the twenty (20) year  
28 deed restriction period. As to for-sale workforce housing, the Developer shall notify the  
29 City or its designated housing organization (as directed by the City) as to which units  
30 will have a price restriction on resale at such time that each unit is closed and the names  
31 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

1 29. **Recreation and Open Space.**

2 (a) No later than two (2) years from issuance of the first residential building permit  
3 within the DRI, the Developer shall commence construction of a public park of  
4 up to 29 upland acres (the "Public Park") generally located in the area depicted  
5 on Map H (**Exhibit 1**) as Park/Open Space located west of the Institutional site.  
6 For purposes of this Special Condition 29(a), commencement of construction  
7 occurs when construction of horizontal infrastructure begins on the Public Park.  
8 The improvements to be constructed or cause to be constructed by the Developer  
9 within the Public Park shall include, but not be limited to, a junior Olympic  
10 swimming pool, including changing rooms and restrooms, a playground and  
11 play field(s) and parking areas for the Public Park. The City may also construct  
12 a library or museum on the Public Park, in which event the City shall, at its  
13 expense, be responsible for any modifications to this Development Order or  
14 related land use approvals, as may be necessary to allow for a library or  
15 museum. Development on the Public Park shall not exceed the transportation  
16 impacts or water capacity demands as contemplated from the use of the Public  
17 Park for a public park. The conveyance shall be without warranty other than  
18 deed warranties, however, the Developer shall assign all construction warranties  
19 for any improvements it constructs to the City at the time of conveyance of the  
20 Public Park. The City agrees, to operate the Public Park so as to provide the  
21 Developer, its successors and assigns, the protections afforded under Section  
22 375.251, Florida Statutes, and to assume all responsibility and liability for  
23 operation of the Public Park upon the City's ownership and operation of the  
24 Public Park. Prior to commencement of construction of the Public Park, the  
25 School Board, the City and the Developer shall agree upon a site plan depicting  
26 co-location of public school facilities to be constructed on the School Site (as  
27 defined in Special Condition 30 below) with the Public Park improvement. If  
28 the School Site is improved with public school facilities by the School Board,  
29 the School Board and the City shall consider operating the Public Park and  
30 public school together as a co-located facility. The Developer shall construct  
31 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

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

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

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

21  
22 30. **Education.**

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

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

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

7 Subsections (i) through (iv) above shall be considered as part of the mitigation  
8 provided to satisfy school concurrency requirements pursuant to Section  
9 163.3180(13)(e), Florida Statutes. The Proportionate Share Agreement shall  
10 address and mitigate for all school concurrency impacts of residential  
11 development approved under this Development Order.

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

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

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

1 (f) Nothing in this Development Order is intended to change the existing law  
2 exempting age-restricted adult communities from school impact fees. No school  
3 impact fee is owed under this Development Order as a result of constructing  
4 age-restricted adult communities within the DRI so long as said communities  
5 meet the requirements set forth in the School Impact Fee Ordinance which is in  
6 effect at the time a building permit is issued.  
7

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

1 (b) Development within Neoga Lakes shall include construction of the Pathway  
2 System, as described in Special Condition 25(k) above, which offers DRI  
3 residents an alternative to the automobile. The Pathway System will, upon  
4 completion, connect the neighborhoods with the Village Center, workplace  
5 areas, recreation areas, Institutional site, Public Park, Conserved Areas,  
6 including the Conservation Corridor, and the Conserved Surface Waters thereby  
7 promoting non-motorized transportation to reduce greenhouse gas emissions and  
8 vehicle miles traveled.

9 (c) A BEP and a HEP (as defined in Special Condition 19(b) above) will be  
10 developed prior to the issuance of the first residential building permit for vertical  
11 construction within Neoga Lakes. The BEP and HEP shall be comprehensive  
12 educational programs that will provide businesses and homeowners with  
13 educational materials and information about (i) energy efficiency; (ii) renewable  
14 energy rebates and incentives; (iii) the DRI Water Conservation Plan; (iv)  
15 healthy and durable homes; (v) green materials; (vi) green certification  
16 programs; and (vii) living in connection with natural flora and fauna and  
17 wildlife, including information on the Bear Management Plan.

18 (d) The BEP will also include information about the Water Quality Strategies and  
19 encourage implementation of the Water Quality Design Strategies described in  
20 Special Condition 19 above and include information about construction  
21 practices for builders within the DRI, including but not limited to waste  
22 reduction techniques, recycling of construction waste and implementation of a  
23 concrete washout area.

24 (c) The HEP will also include information about the Water Quality Strategies  
25 described in Special Condition 19 above and a homeowners stormwater  
26 education program, which will provide information to Neoga Lakes residents on  
27 the type, function and purpose of the various Best Management Practices  
28 employed for the Neoga Lakes' stormwater management system and steps  
29 residents may take to help the stormwater management system function  
30 effectively. Outdoor lighting standards will be prepared and provided to each  
31 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]**

DULY ADOPTED by the City of Palm Coast, Florida, City Council this 5<sup>th</sup> day of October, 2010.

ATTEST:

CITY OF PALM COAST, FLORIDA,  
CITY COUNCIL

BY: Virginia Smithfor  
CITY CLERK

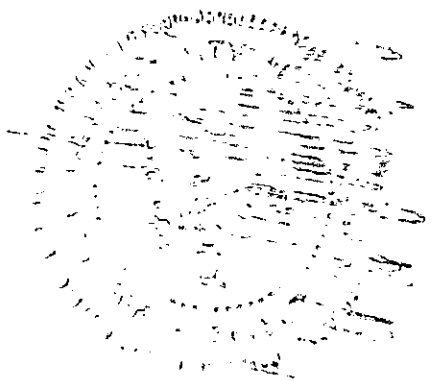
By: \_\_\_\_\_  
Its: \_\_\_\_\_

Approved as to Form:

By: WR

Printed Name: William Renschmann

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 TIF 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:

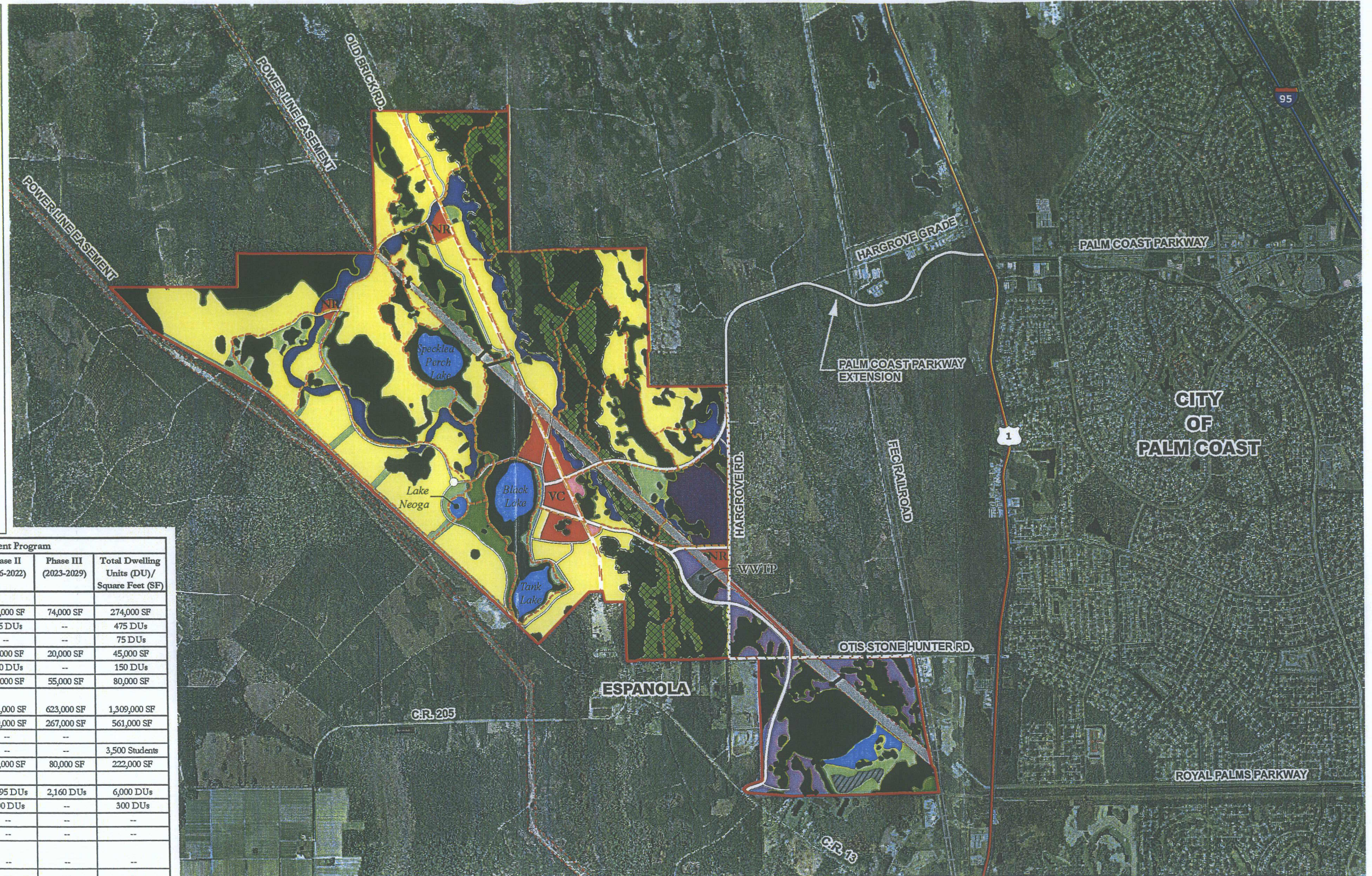
All lying and being West of the right-of-way of the Florida East Coast Railway, (150 foot right-of-way).

Containing 6,410.07 acres, more or less.

Exhibit 1  
Map H  
Master Development Plan

**LEGEND**

- DRI BOUNDARY
  - PUBLIC RIGHT-OF-WAY
  - CONSERVATION CORRIDOR
  - FP&L EASEMENT
  - EASEMENT
  - MULTI-USE TRAIL
  - ACCESS POINTS
  - RAILROADS
- LAND USE**
- RESIDENTIAL (SINGLE FAMILY, MULTI-FAMILY AND LIFE CARE UNITS)
  - NEIGHBORHOOD RETAIL (NR)
  - VILLAGE CENTER (VC)
  - EMPLOYMENT CENTER
  - INSTITUTIONAL
  - CIVIC
  - UTILITY
  - PARK/OPEN SPACE
  - ROW
  - PROPOSED PONDS
  - EXISTING WATERBODIES
  - EXISTING BORROW AREA
- CONSERVATION**
- UPLANDS (INCLUDES WETLAND BUFFERS)
  - WETLAND



Neoga Lakes DRI Proposed Development Program					
Land Use	Acreage	Phase I (2011-2015)	Phase II (2016-2022)	Phase III (2023-2029)	Total Dwelling Units (DU)/ Square Feet (SF)
Village Center (VC)	111.66 AC				
Retail & Services		100,000 SF	100,000 SF	74,000 SF	274,000 SF
Multi-Family		250 DUs	225 DUs	--	475 DUs
Single-Family - Detached		75 DUs	--	--	75 DUs
Office		--	25,000 SF	20,000 SF	45,000 SF
Life Care Center		--	150 DUs	--	150 DUs
Neighborhood Retail (NR)	36.90 AC	--	25,000 SF	55,000 SF	80,000 SF
Employment Center	178.92 AC				
Industrial - 70%		245,000 SF	441,000 SF	623,000 SF	1,309,000 SF
Office - 30%		105,000 SF	189,000 SF	267,000 SF	561,000 SF
Utility (WWTP)	15.00 AC	1	--	--	
Institutional (Schools)	115.42 AC	3,500 Students	--	--	3,500 Students
Civic	11.23 AC	60,000 SF	82,000 SF	80,000 SF	222,000 SF
Residential	1661.18 AC				
Single-Family (SF)		2,045 DUs	1,795 DUs	2,160 DUs	6,000 DUs
Multi-Family (MF)		--	300 DUs	--	300 DUs
Parks & Open Space	336.99 AC	--	--	--	--
Man-made Lakes	281.43 AC	--	--	--	--
Conservation					
Uplands (includes wetland buffers)	827.50 AC	--	--	--	--
Wetlands	2204.70 AC	--	--	--	--
Existing Waterbodies	196.55 AC	--	--	--	--
Existing Borrow Areas	22.17 AC	--	--	--	--
Roads ROW	199.92 AC	--	--	--	--
FP & L Easement	210.50 AC	--	--	--	--
<b>Total Acreage</b>	<b>±6,410.07 AC</b>				

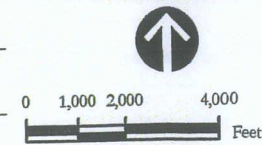
Note: Total acreage of Conservation Corridor equals 1128.68 acres.

SOURCE:  
AERIAL: BING MAPS.  
PROJECT BOUNDARY: TERRAPOINTE LLC  
LANDUSE: VHB MILLERSELLEN

- NOTES:
1. LAND USE AREAS ESTABLISHED MAY BE CHANGED ON FINAL DEVELOPMENT PLANS TO REFLECT ACTUAL SURVEYED LAND AREAS. THESE CHANGES WILL NOT CONSTITUTE A SUBSTANTIAL CHANGE TO THE DRI.
  2. SEE DRI/DO EXHIBIT 3 FOR SPECIFIC INFORMATION WITH REGARDS TO THE LIMITS OF THE CONSERVATION AREAS.
  3. RIGHT OF WAY TO BE RESERVED FOR POTENTIAL EXTENSION OF ROYAL PALMS PARKWAY WITHIN THE LANDS DESIGNATED AS EMPLOYMENT CENTER, IN A LOCATION TO BE DETERMINED BY THE DEVELOPER.

NOTE: THE INFORMATION PROVIDED ON THIS DOCUMENT SHOULD BE TREATED AS CONCEPTUAL ONLY AND MAY BE SUBJECT TO CHANGE BASED ON MORE DETAILED SURVEY, ENVIRONMENTAL AND SPECIFIC BUILDING PRODUCT INFORMATION.

MASTER DEVELOPMENT PLAN (REVISED)  
NEOGA LAKES LLC  
NEOGA LAKES PROPERTY



MAP:  
**H**

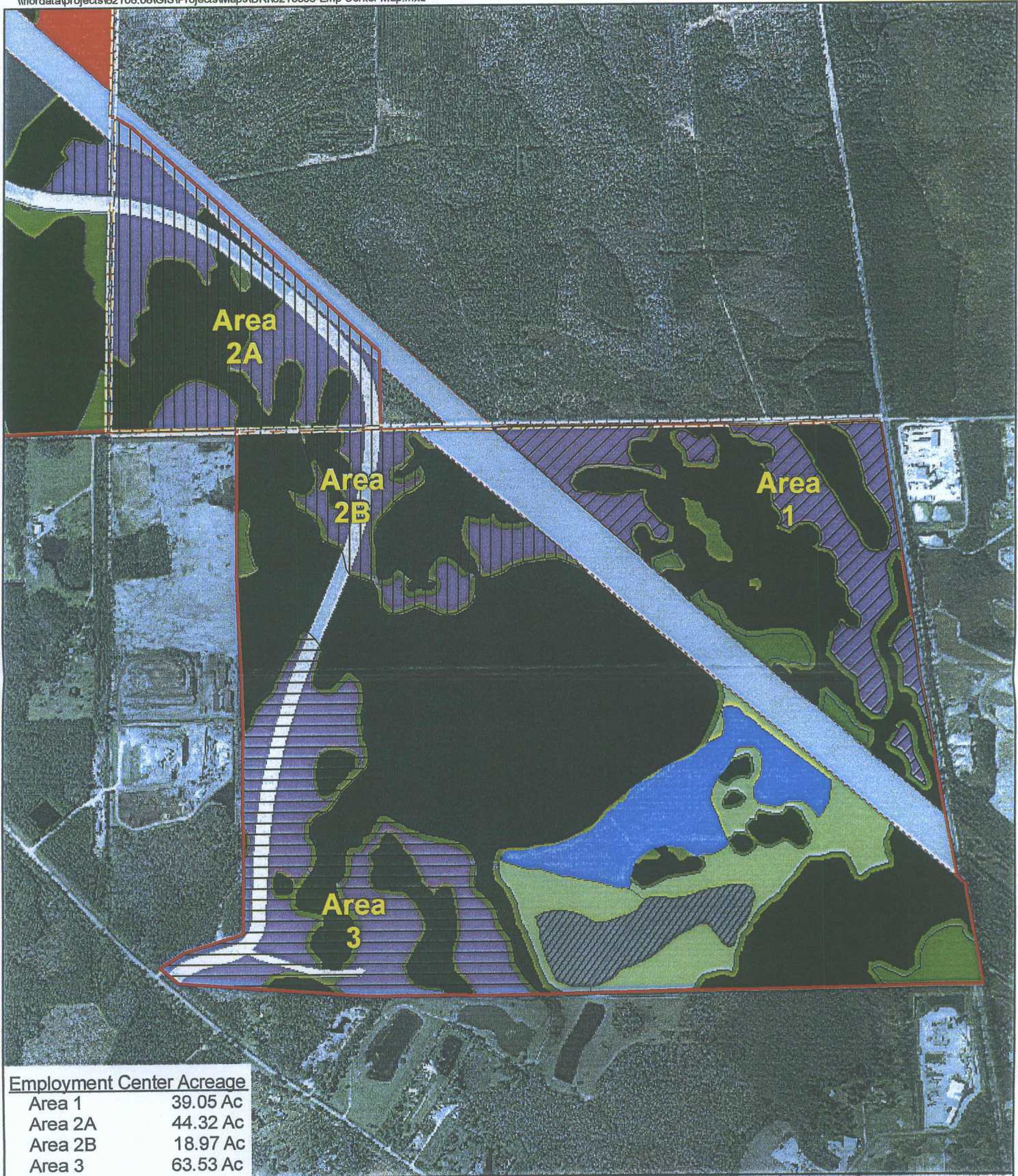


Job No.: 62108.08.1170  
File Name: Maps\DR1\080108\_H\_MasterDevPlan.mxd  
Date: August 2010

225 E. Robinson Street, Suite 300  
Orlando, Florida 32801  
407.839.4006 | FAX 407.839.4008  
Certificate of Authorization Number FL#3932

Exhibit 2

**Employment Center Map**



Employment Center Acreage	
Area 1	39.05 Ac
Area 2A	44.32 Ac
Area 2B	18.97 Ac
Area 3	63.53 Ac

**VHB** MillerSellen  
225 East Robinson Street, Suite 300  
Orlando, Florida 32801 | 407.839.4006

Neoga Lakes Property  
Employment Center Map  
August 2010

Exhibit 1

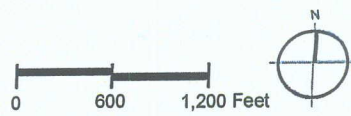


Exhibit 3

Land Use Conversion Matrix

## EXHIBIT Conversion Matrix

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

From	To											
	Single-Family Residential	Apartments (multi-family)	Condo/ Townhomes	Senior Adult Housing (8)	Life Care Center (9)	Church	Office	Government Office	Employment Center	Neighborhood Retail	Village Center (Retail)	
<b>Residential (1,2)</b>												
Single-Family	-	1.629	1.942	3.741	5.941	1.836	0.678	0.835	0.783	0.373	0.271	
Condo/Townhomes	0.515	0.839	-	1.926	3.059	0.945	0.349	0.43	0.403	0.192	0.139	
<b>Civic (5)</b>												
Church	0.545	0.887	1.058	2.037	3.235	-	0.369	0.455	0.426	0.203	0.147	
Governmental Office	1.198	1.952	2.327	4.481	7.118	2.2	0.812	-	0.938	0.446	0.324	
Office	1.475	2.403	2.865	5.519	8.765	2.709	-	1.231	1.155	0.55	0.399	
Employment Center	1.277	2.081	2.481	4.778	7.588	2.345	0.866	1.066	-	0.476	0.346	
Neighborhood Retail	2.683	4.371	5.212	10.037	15.941	4.927	1.819	2.24	2.101	-	0.727	
Village Center (Retail)	3.693	6.016	7.173	13.815	21.941	6.782	2.503	3.083	2.891	1.376	-	

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 2.891 = 144.55 KSF Office

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

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.	0.55
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"

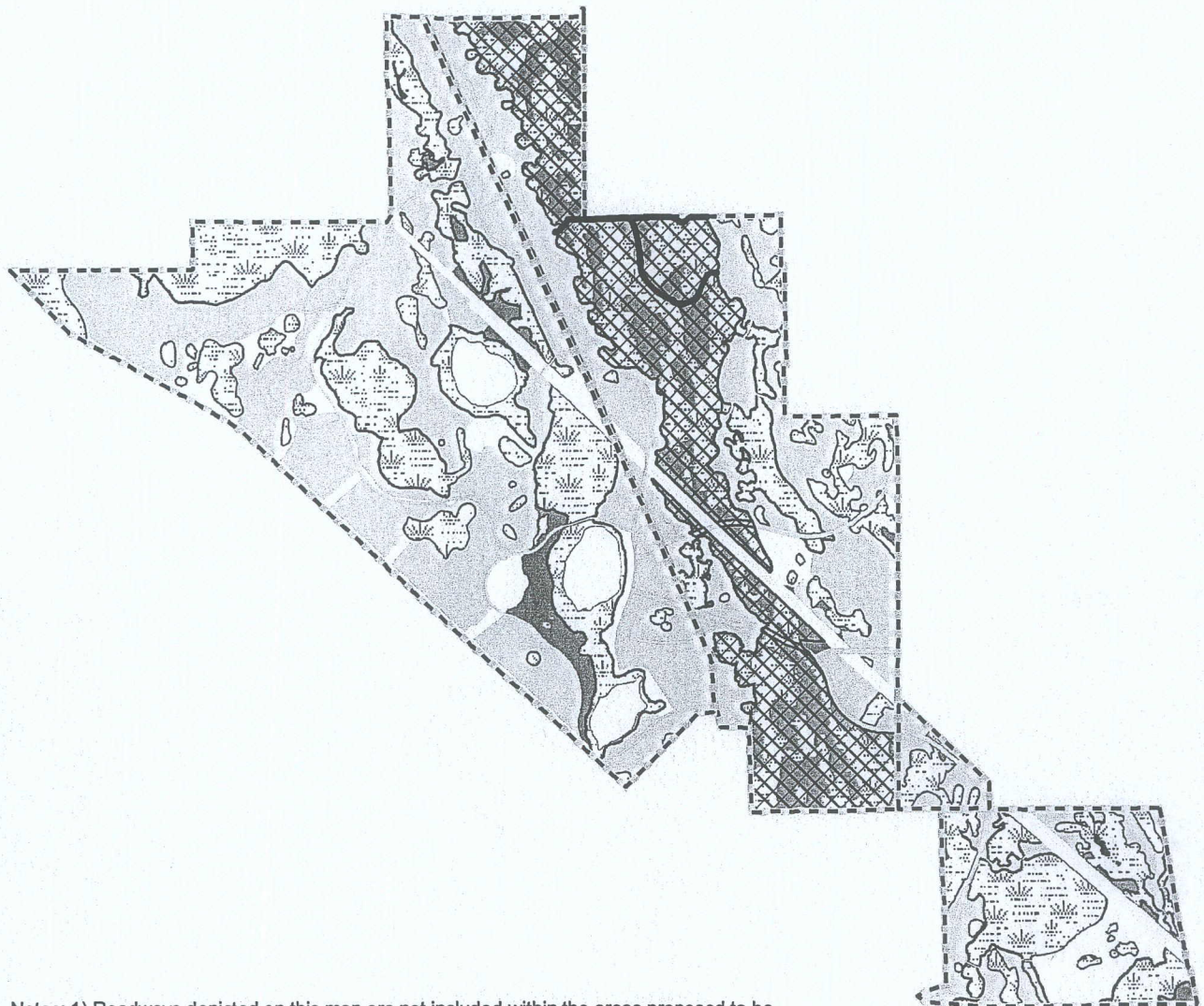
**Notes:**

- No conversion to single-family residential within the first five (5) years
- 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)
- Minimum residential within Village Center shall be: SF - 75 units; MF - 475 units; and Life Care - 150 units
- Minimum Multi-family to be 550 units
- Total Civic Uses includes: 40 KSF Government office and 160 KSF of churches and 96 students in a private church school (22 KSF) for a total of 222,000 SF
- 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.
- 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.
- Senior Adult Housing is the same as an 'Age Restricted' Community'
- 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)	6,400 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.

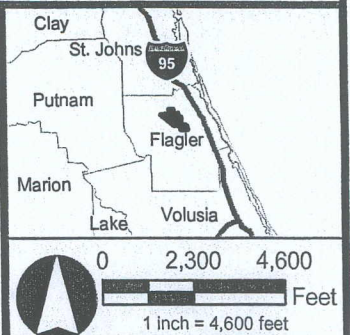
Exhibit 4  
**Conserved Areas Map**



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.

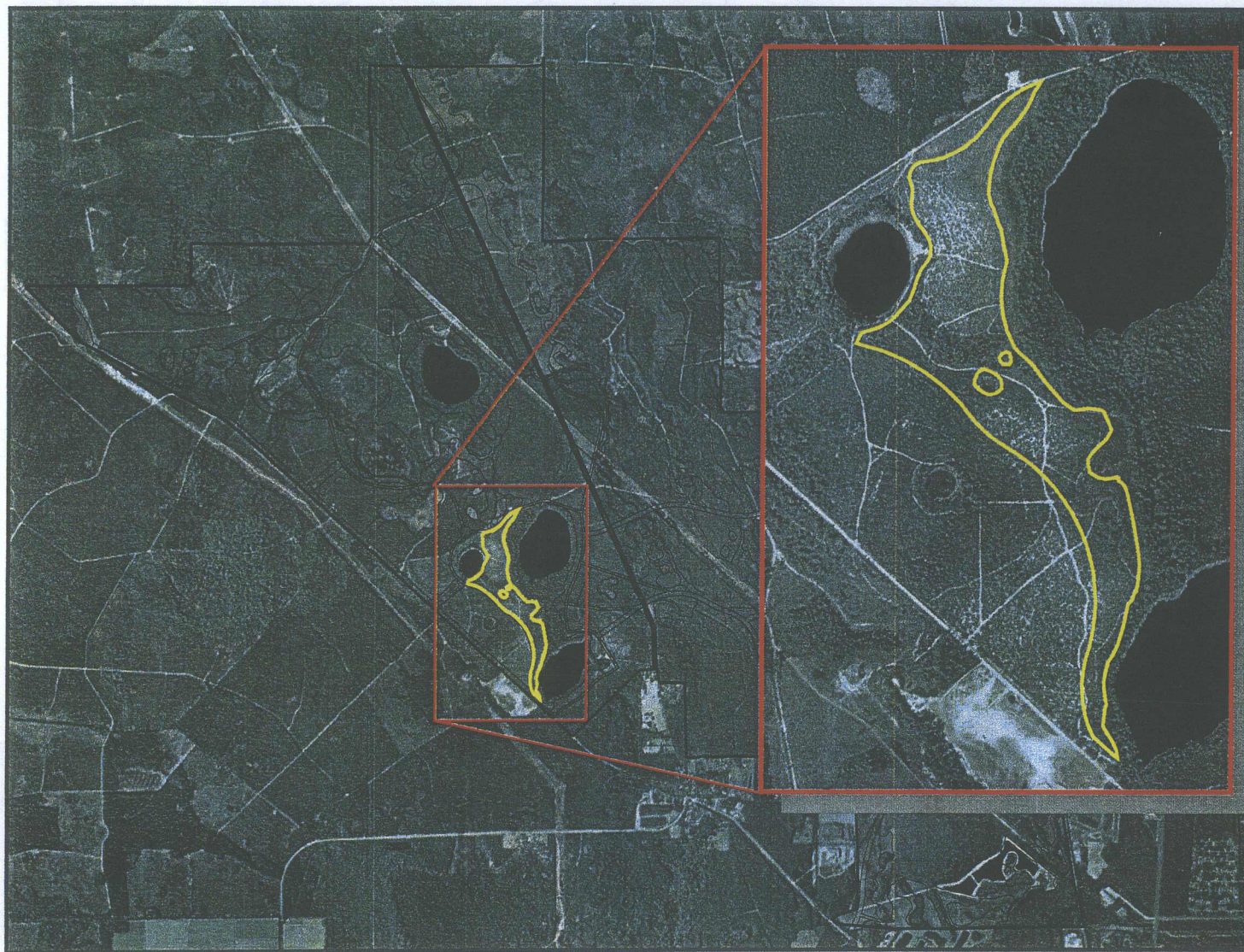
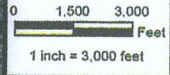
**BDA** BREEDLOVE, DENNIS  
& ASSOCIATES, INC.  
Environmental Consultants  
330 W. Canton Ave., Winter Park, FL 32789 • 407-677-1882

Exhibit 5




Neoga Lakes Scrub Preserve Map

**BDA** BREEDLOVE, DENNIS & ASSOCIATES, INC.

330 W. Canton Ave. Winter Park, FL 32789  
407-937-1662



**Legend**

-  Project Boundary
-  Proposed Development
-  Scrub Preserve

Source: USA Prime Imagery © 2008 ESRI (revised collection date 2007-2008)

**SCRUB PRESERVE FOR THE  
NEOGA LAKES DRI PROPERTY,  
FLAGLER COUNTY, FLORIDA**

DEPT. 2008-08-23-PP-AT-C-2008-0815DA-USERRR-GISERFD-200809-Mapframe

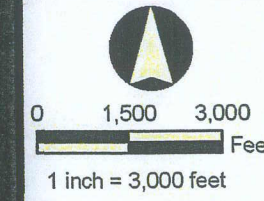
Exhibit 6

Wildlife Crossings within the Conservation Corridor Map



**BDA** BREEDLOVE, DENNIS & ASSOCIATES, INC.

330 W. Canton Ave., Winter Park, FL 32789  
407-677-1882



## Legend

 Wildlife Crossings

Proposed general locations for wildlife crossings in the Conservation Corridor which will include one or more of the following: high visibility ROWs, reduced speed zones, wildlife culverts for small to medium sized species, and wetland culverts for water flow and aquatic species movement.

Note(s): Final determination of wetland boundaries and conservation area boundaries will be based on completion of state and federal wetland delineations and permitting.  
Final location and design of wildlife crossings will be based on completion of state permitting.

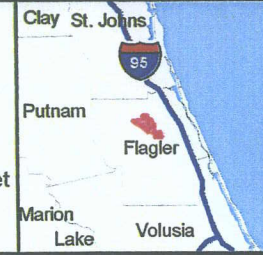
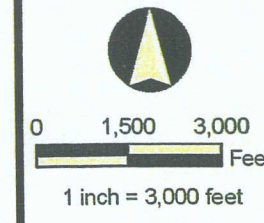
**MAP OF WILDLIFE CROSSINGS  
IN THE CONSERVATION CORRIDOR,  
FOR THE NEOGA LAKES DRI PROPERTY,  
FLAGLER COUNTY, FLORIDA**

Exhibit 7  
Wetland Impacts Map






**BDA** BREDLOVE, DENNIS & ASSOCIATES, INC.

330 W. Canton Ave., Winter Park, FL 32789  
407-877-1882



**Legend**

-  Project Boundary
-  Wetlands
-  Wetland Impacts (final determination of wetland impacts will be based on completion of state and federal wetland delineation and permitting)

Note(s): Final determination of wetland boundaries and conservation area boundaries will be based on completion of state and federal wetland delineations and permitting.

**WETLAND IMPACTS MAP FOR  
THE NEOGA LAKES DRI PROPERTY,  
FLAGLER COUNTY, FLORIDA.**

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

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## 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	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 <sup>3</sup>	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		<b>EPA 1631 (CVAFS)</b>
Lead	Laboratory		<b>EPA 200.8 (ICP/MS)</b>

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.



**Legend**  
 + SURFACE WATER QUALITY



**SINGHOFEN & ASSOCIATES, INC.**  
 PHONE: (407) 679-3001 FAX: (407) 679-2691

**NEOGA LAKES**

**SURFACE WATER QUALITY  
 MONITORING LOCATIONS**

Map Document: (W:\3\ThreeLakes\ArcView\TL\_Monitoring\_Plan.mxd)  
 2/22/2010 - 12:55:23 PM

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

ELES

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)
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Local Watershed Erosion (select one) :  None  Slight  Moderate  Heavy  
 Local Watershed NPS Pollution :  No evidence  Slight  Moderate  Heavy

**Width of Riparian Vegetation (m) on Each Buffer Side**  
 Left Bank :  Right Bank :

**High Water Mark:**  +  =   
 (m) (above present water level) (present depth) (above bed) **Artificially Impounded**  
 Yes  No

**Artificially**  No  Mostly recovered, more sinuous  
**Channelized :**  Some recovery  Recent, severe

**Canopy Cover % :**  Open  Lightly Shaded (11-45%)  
 Heavily Shaded  Moderate Shaded (46-80%)

**Typical Width (m) Depth (m)/Velocity (m/sec) Transect**

<input type="text"/> m wide	<input type="text"/> m/s	<input type="text"/> m/s	<input type="text"/> m/s
<input type="text"/> m deep	<input type="text"/> m deep	<input type="text"/> m deep	<input type="text"/> m deep

**SEDIMENT / SUBSTRATE**

<b>Sediment Oils</b> <input type="checkbox"/> Absent <input type="checkbox"/> Slight <input type="checkbox"/> Moderate <input type="checkbox"/> Profuse	<b>Sediment Odors</b> <input type="checkbox"/> Normal <input type="checkbox"/> Sewage <input type="checkbox"/> Petroleum <input type="checkbox"/> Chemical <input type="checkbox"/> Anaerobic <input type="checkbox"/> Other (Specify) :	<b>Sediment Deposition</b> <input type="checkbox"/> Sludge Sand Smothering : None Slight Moderate Severe <input type="checkbox"/> Silt Smothering : None Slight Moderate Severe <input type="checkbox"/> Other (Specify) :
---	---	---

<b>SUBSTRATE TYPE</b> Assessment Tool: <input type="checkbox"/> SCI <input type="checkbox"/> BioRecon <input type="checkbox"/> LCI <input type="checkbox"/> LVI <table border="1"> <tr> <td></td> <td>INVERT</td> <td>PERI</td> </tr> <tr> <td>% Coverage</td> <td># Times Sampled</td> <td># Times Sampled</td> </tr> <tr> <td>Woody Debris (Snags)</td> <td><input type="text"/></td> <td><input type="text"/></td> </tr> <tr> <td>Undercut Banks / Roots</td> <td><input type="text"/></td> <td><input type="text"/></td> </tr> <tr> <td>Leaf Packs or Mat .....</td> <td><input type="text"/></td> <td><input type="text"/></td> </tr> <tr> <td>Aquatic Vegetation .....</td> <td><input type="text"/></td> <td><input type="text"/></td> </tr> <tr> <td>Rock or Shell Rubble..</td> <td><input type="text"/></td> <td><input type="text"/></td> </tr> <tr> <td>Sand.....</td> <td><input type="text"/></td> <td><input type="text"/></td> </tr> <tr> <td>Mud / Muck / Silt .....</td> <td><input type="text"/></td> <td><input type="text"/></td> </tr> <tr> <td>Other .....</td> <td><input type="text"/></td> <td><input type="text"/></td> </tr> <tr> <td>Other .....</td> <td><input type="text"/></td> <td><input type="text"/></td> </tr> </table>		INVERT	PERI	% Coverage	# Times Sampled	# Times Sampled	Woody Debris (Snags)	<input type="text"/>	<input type="text"/>	Undercut Banks / Roots	<input type="text"/>	<input type="text"/>	Leaf Packs or Mat .....	<input type="text"/>	<input type="text"/>	Aquatic Vegetation .....	<input type="text"/>	<input type="text"/>	Rock or Shell Rubble..	<input type="text"/>	<input type="text"/>	Sand.....	<input type="text"/>	<input type="text"/>	Mud / Muck / Silt .....	<input type="text"/>	<input type="text"/>	Other .....	<input type="text"/>	<input type="text"/>	Other .....	<input type="text"/>	<input type="text"/>	<b>WATER QUALITY</b> <table border="1"> <tr> <td>Depth (M)</td> <td>Temp. (°C)</td> <td>pH (SU)</td> <td>D.O. (MG/L)</td> <td>Cond. (UMHO/CM)</td> <td>Salinity (PPT)</td> <td>SECCHI (M)</td> </tr> <tr> <td>Top :</td> <td><input type="text"/></td> <td><input type="text"/></td> <td><input type="text"/></td> <td><input type="text"/></td> <td><input type="text"/></td> <td><input type="text"/></td> </tr> <tr> <td>Mid-Depth :</td> <td><input type="text"/></td> <td><input type="text"/></td> <td><input type="text"/></td> <td><input type="text"/></td> <td><input type="text"/></td> <td><input type="checkbox"/> VOB</td> </tr> <tr> <td>Bottom :</td> <td><input type="text"/></td> <td><input type="text"/></td> <td><input type="text"/></td> <td><input type="text"/></td> <td><input type="text"/></td> <td><input type="text"/></td> </tr> </table>	Depth (M)	Temp. (°C)	pH (SU)	D.O. (MG/L)	Cond. (UMHO/CM)	Salinity (PPT)	SECCHI (M)	Top :	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	Mid-Depth :	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/> VOB	Bottom :	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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Water Surface Oils : <input type="checkbox"/> None <input type="checkbox"/> Sheen <input type="checkbox"/> Globbs <input type="checkbox"/> Slick	Water Odors : <input type="checkbox"/> Normal <input type="checkbox"/> Sewage <input type="checkbox"/> Petroleum <input type="checkbox"/> Chemical <input type="checkbox"/> Other (Specify) :																																																													
Water Sample Taken ? <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>SYSTEM TYPE</b> <input type="checkbox"/> Stream <input type="checkbox"/> Lake <input type="checkbox"/> Wetland <input type="checkbox"/> Estuary <input type="checkbox"/> Other (Specify) :																																																													
Algae Sample Taken ? <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>Clarity</b> <input type="checkbox"/> Clear <input type="checkbox"/> Slightly Turbid <input type="checkbox"/> Turbid <input type="checkbox"/> Opaque																																																													
	<b>Color</b> <input type="checkbox"/> Tannic <input type="checkbox"/> Green (Algae) <input type="checkbox"/> Clear <input type="checkbox"/> Other (Specify) :																																																													

<b>WEATHER CONDITIONS / NOTES :</b>  <input type="checkbox"/> The antecedent hydrologic conditions have been met to my best knowledge. Water samples preserved ? <input type="checkbox"/> Yes <input type="checkbox"/> pH<2 <input type="checkbox"/> No Algae samples preserved ? <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>ABUNDANCE</b> <table border="1"> <tr> <td></td> <td>Absent</td> <td>Rare</td> <td>Common</td> <td>Abundant</td> </tr> <tr> <td>Periphyton :</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Fish :</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Aquatic Macrophytes :</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Iron/Sulfur Bacteria :</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table>		Absent	Rare	Common	Abundant	Periphyton :	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Fish :	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Aquatic Macrophytes :	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Iron/Sulfur Bacteria :	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Absent	Rare	Common	Abundant																						
Periphyton :	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																						
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Iron/Sulfur Bacteria :	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																						

**SAMPLING TEAM :** \_\_\_\_\_ **SIGNATURE :** \_\_\_\_\_ **DATE :** \_\_\_\_\_

## Exhibit 9

### **Water Conservation Plan**

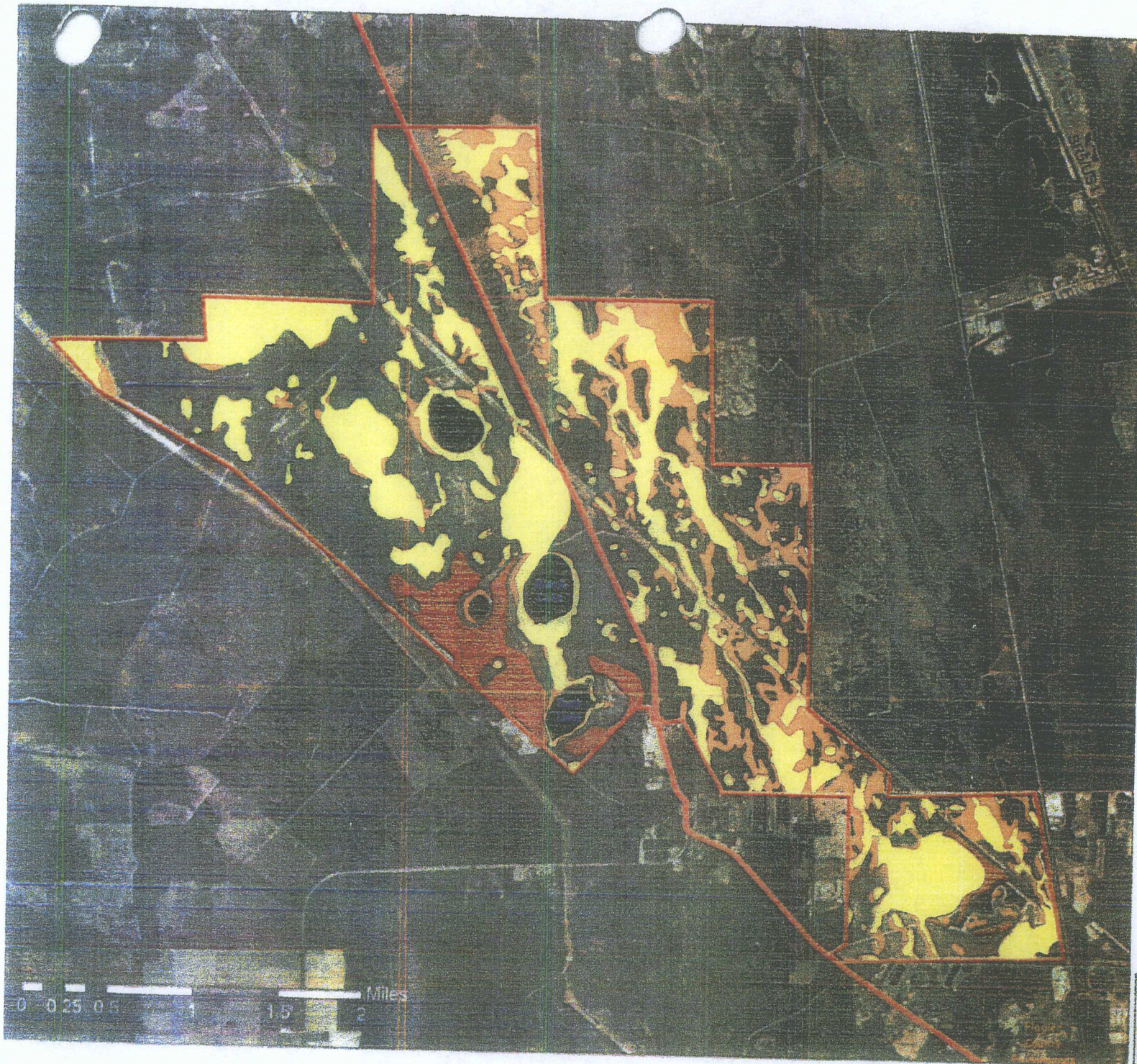
- A. All available lower-quality sources of water, including stormwater, surface water, and reclaimed water will be distributed for use or used throughout the Neoga Lakes project in place of higher-quality water sources, when deemed feasible, pursuant to St. Johns River Water Management District (the "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](http://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



**Legend**

-  Neoga Lakes DRI
-  Old Back Road
-  High Aquifer Recharge Areas
-  Wetlands
-  Hydric Soils

Neoga Lakes DRI  
 Wetlands, Hydric Soils, and  
 Aquifer Recharge Areas  
 Palm Coast 10-D1  
 January 2010




Florida Department of Community Affairs  
 Division of Community Planning

Exhibit 11

Transportation Mitigation Exhibits

**EXHIBIT 11-1**

**Proportionate Share Calculations**

Table 1  
Neoga Lakes DRI Proportionate Share and Mitigation Calculation

Phase 1

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	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	Service Volume	Prop Share %	Improvement Cost	Prop Share Cost	Value	Improvement	Payment / Construction
<b>State Roads</b>																		
US 1	SR 100 E / SR 11 to SR 100 W / SR 20	4	C	T-Class2	1,210	990	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	T-Class1	750	620	44	667	51	748	4-Lane	1,710	5.31%	\$4,734,072	\$251,379			
<b>Total Phase 1 State Roads</b>															\$2,000,431	\$250,000		
<b>City Roads</b>																		
Hargrove Grade Road	Otis Stone Hunter to Project															\$3,352,687	Reconstruct 2-lane road	Construction
Hargrove Grade Road	Project to Palm Coast Parkway Ext															\$3,898,473	Reconstruct 2-lane road	Construction
Otis Stone Hunter	Hargrove Grade Road to FEC Rail Road															\$5,516,495	Reconstruct 2-lane road	Construction
Palm Coast Parkway Ext	US 1 to Hargrove Grade Road															\$11,979,136	New 2-lane road per NCOA	Construction
<b>City/County Roads</b>															\$0	\$24,746,791		
<b>Total Phase 1</b>															\$2,000,431	\$24,996,791		

Phase 2

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	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	Service Volume	Prop Share %	Improvement Cost	Prop Share Cost	Value	Improvement	Payment / Construction	
<b>State Roads</b>																			
US 1	Broadway Ave to I-95 NB Ramps	4	D	U-Class1	1,960	1,600	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	U-Class1	1,960	1,600	148	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	U-Class1	1,960	1,600	204	1,434	218	2,485	6-Lane	2,790	26.27%	\$5,987,490	\$1,572,914				
US 1 <sup>(1)</sup>	SR 100 E / SR 11 to SR 100 W / SR 20	4	C	T-Class2	1,210	990	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.	Payment or Construction	
US 1	SR 100 W / SR 20 to CR 13	4	C	T-Class1	1,710	1,400	651	2,154	611	1,592	6-Lane	2,590	73.98%	\$8,324,180	\$6,158,228	\$2,000,000 for Design, \$5,000,000 for Construction			
US 1	Palm Coast Parkway to Hargrove Grade Road	6	D	U-Class1	2,940	2,420	762	2,065	715	2,711	8-Lane	3,940	71.50%	\$2,281,921	\$1,631,573				
US 1	Hargrove Grade Road to Matanzas Woods Pkwy	4	D	U-Class1	1,960	1,600	299	1,602	319	2,315	6-Lane	2,940	32.55%	\$11,061,035	\$3,600,367				
SR 100 <sup>(1)</sup>	US 1 to N Palmetto St	2	C	T-Class1	750	620	61	897	61	1,116	4-Lane	1,710	6.35%	\$4,734,072	\$300,614				
<b>Total Phase 2 State Roads</b>															\$15,461,481	\$7,000,000			
<b>City Roads</b>																			
Hargrove Grade	Otis Stone to Project	2	D	U-Unint	1,140	940	1,225	1,225	1,150	1,150	4-lane	3,320	56.19%	\$4,056,574	\$2,279,389				
Hargrove Grade	US 1 to Site	2	D	U-Unint	1,140	940	1,014	1,014	1,081	1,081	4-lane	3,320	49.59%	\$13,707,464	\$6,797,531				
Palm Coast Pkwy <sup>(2)</sup>	US 1 to Pine Lakes Pkwy	2	D	U-Class2	1,770	1,450	721	2,228	768	1,854	4-lane	2,680	79.23%	\$2,548,141	\$2,018,892	\$2,548,141	Widen to 6-lane	Construction	
Royal Palms	Belle Terre to Town Center	2	D	1-non sta	792	648	153	681	163	754	4-lane	1,521	20.99%	\$4,453,829	\$934,859				
Palm Coast Pkwy Extension	Hargrove Grade to Village Center															\$13,288,710	New 2-lane road per NCOA	Construction	
Hargrove Grade Extension	CR 13 to Otis Stone Hunter															\$5,948,706	New 2-lane road	Construction	
Royal Palms <sup>(2)</sup>	US 1 to Rymfire															\$2,345,000	Widen to 4-lane	Construction	
<b>Total Phase 2 City Roads (maximum total depending on City selections)</b>															\$12,030,671	\$21,785,557			
<b>Total Phase 2</b>															\$27,492,152	\$28,785,557			
															<b>Cumulative</b>	<b>\$29,492,583</b>	<b>\$53,782,348</b>		

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.



**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\***

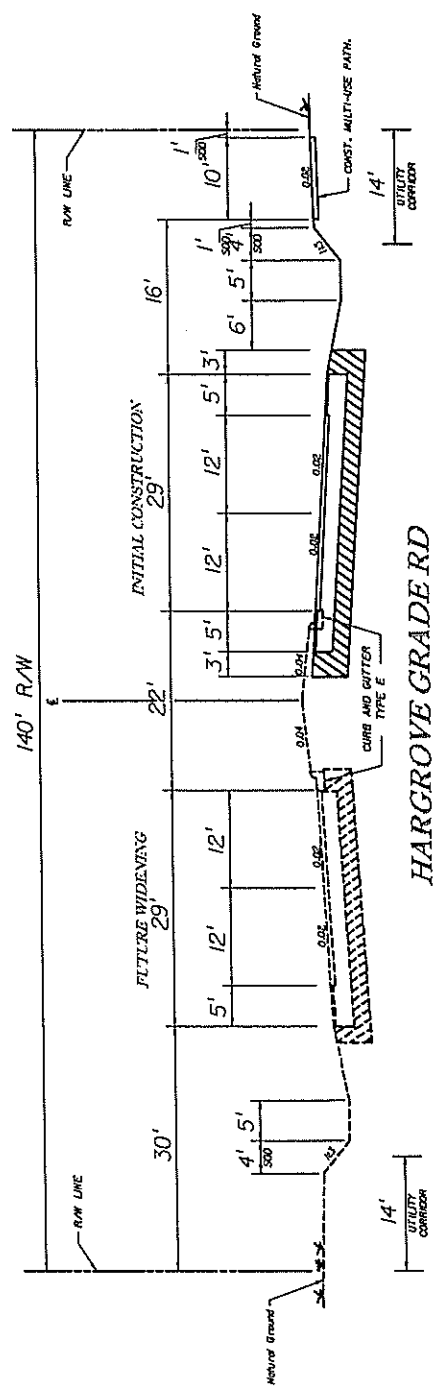
- I. US 1: Widen from 4-lane to 6-lane roadway from SR 100 W/SR 20 to Otis Stone Hunter Rd
- J. CR 13: Widen to 12-foot lanes from Hargrove Grade Rd Ext. to US 1 **OR** 4-lane from Hargrove Grade Rd Ext. to Sawgrass Rd
- K. Palm Coast Pkwy Ext: Widen from 2-lane to 4-lane from US 1 to Hargrove Grade 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 are identified in the Development Order text.



**EXHIBIT 11-3**

**Transportation Improvements Typical Sections**



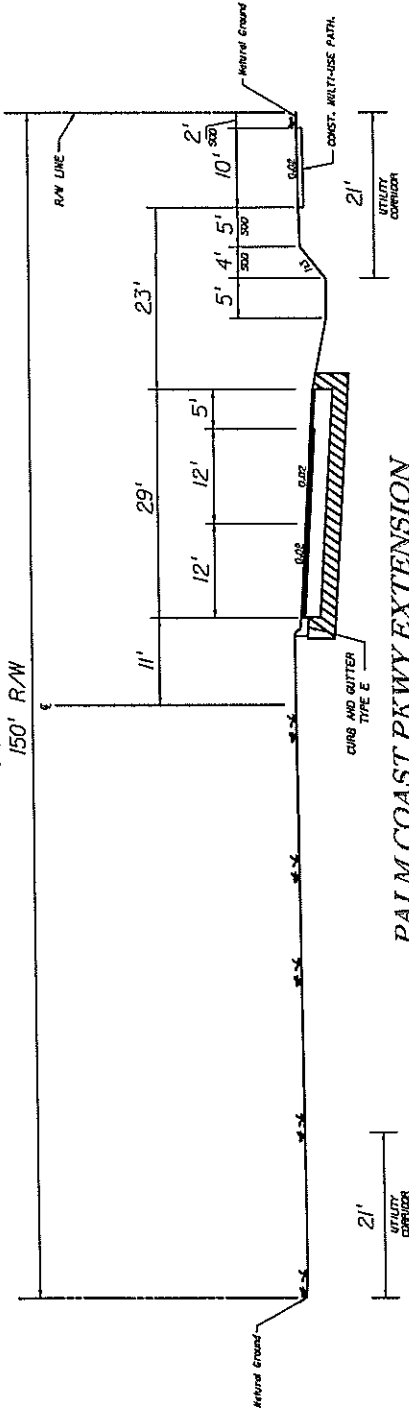
HARGROVE GRADE RD

REVISIONS		TYPICAL SECTIONS	
DATE	DESCRIPTION	DESCRIPTION	ENTRIT NUMBER

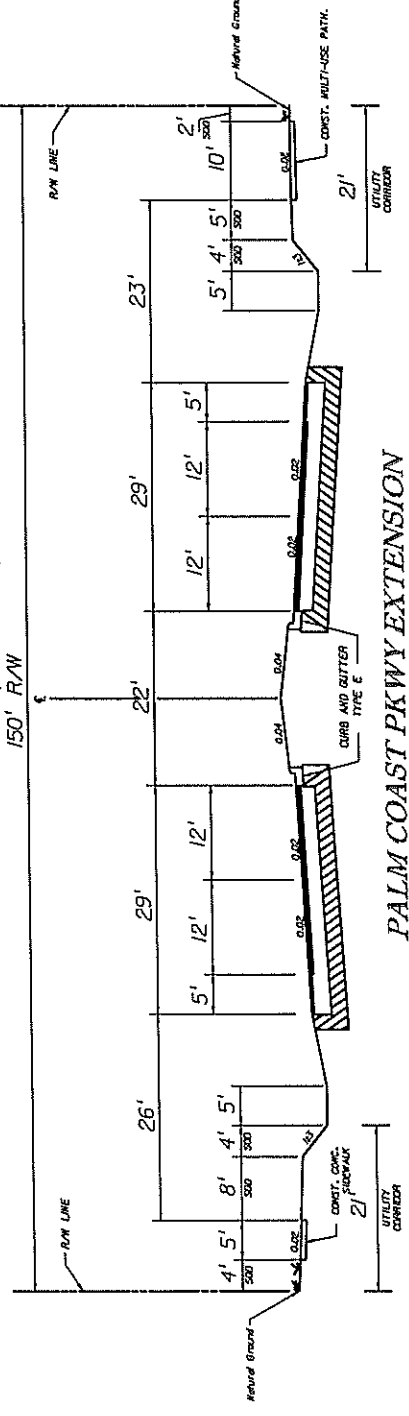
<b>LAURENCE TRANSPORTATION GROUP, Inc.</b> Engineering and Planning 1000 N. 10th Ave. Suite 200 Phoenix, AZ 85016 PHONE: 602.955.8800 FAX: 602.955.8801 WWW: www.ltg.com INCLUDE SUBJECT ON TYP		<b>PALM COAST</b> HOV3+WAY PROJECT DESCRIPTION: VANDER LARISS ENTRIT NUMBER:	SHEET NO. 3
--	--	---	----------------

**PHASE I**  
150' R/W



**PALM COAST PKWY EXTENSION**

**PHASE III (OPTION)**  
150' R/W



**PALM COAST PKWY EXTENSION**

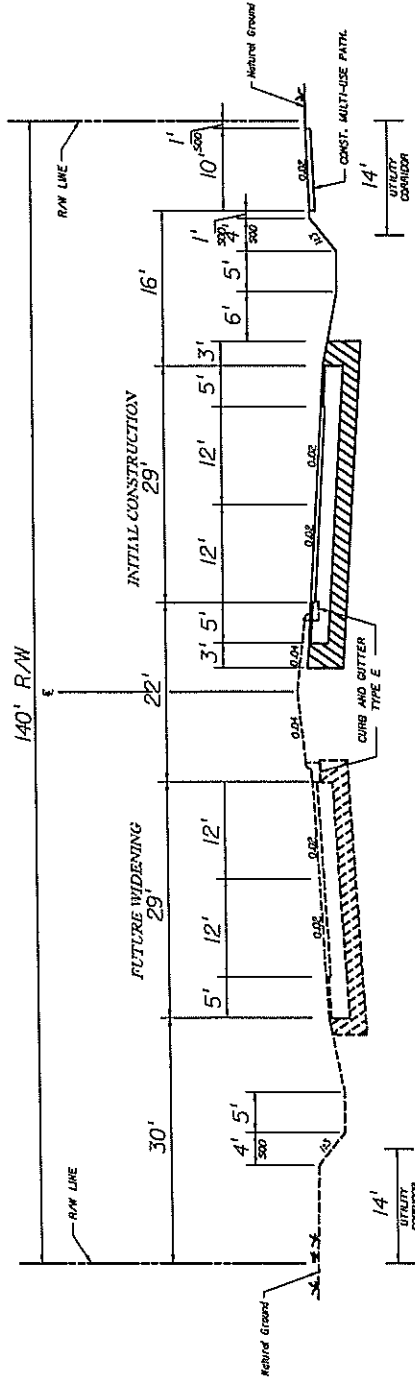
REVISIONS		DESCRIPTION		DATE	

<p><b>Fast-track Engineering Group, Inc.</b> Engineering and Planning 1000 N. 20th St., Suite 201 Palm Beach, FL 33411 Phone: 561-832-1234 Fax: 561-832-1235</p>	<p><b>PALM COAST</b> ROADWAY PROJECT</p>
<p>VAROCH LANTAS</p>	<p>EXHIBIT NUMBER</p>

TYPICAL SECTIONS	
SHEET NO.	6

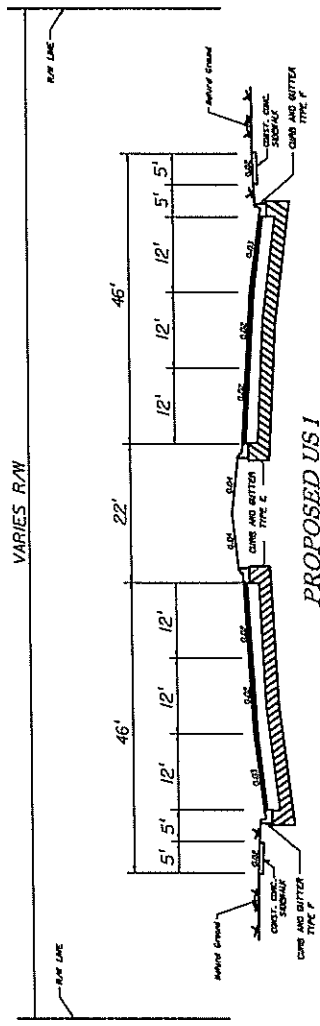
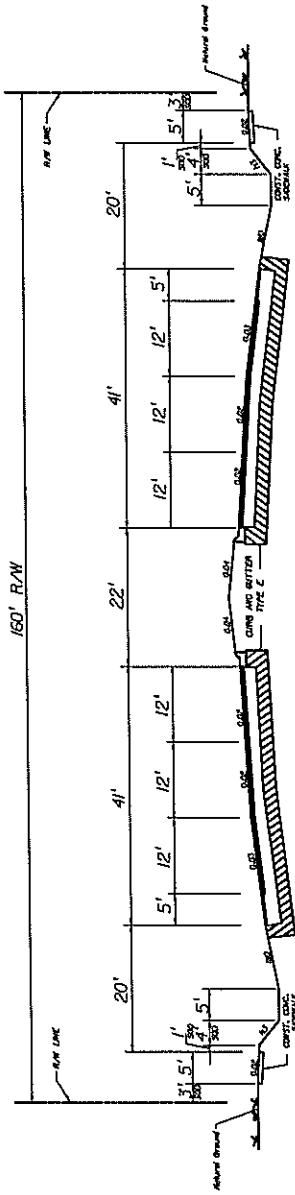
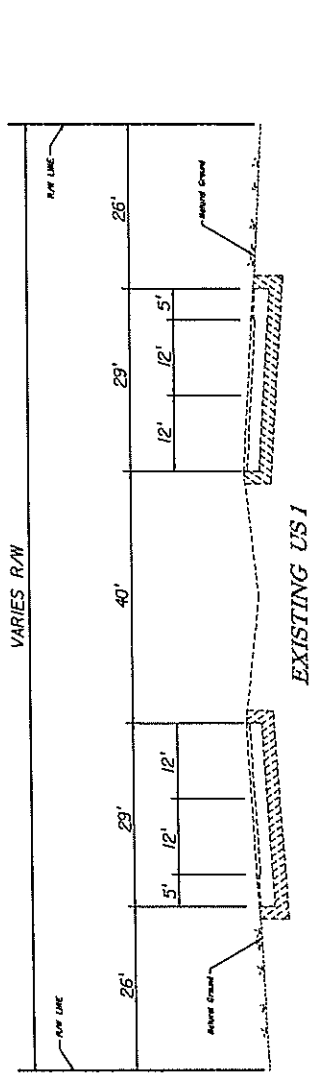


OTIS STONE HUNTER RD

REVISIONS		PALM COAST HOAHAV PROJECT		SHEET NO.
DATE	DESCRIPTION	DESCRIPTION	EXHIBIT NUMBER	
		VERTA LANTIS		4

**Leasing Transportation Group, Inc.**  
 Engineering and Planning  
 100 N. 21st St., Suite 200  
 Palm Beach, FL 33480  
 PHONE: 561.832.1234  
 FAX: 561.832.1235

TYPICAL SECTIONS



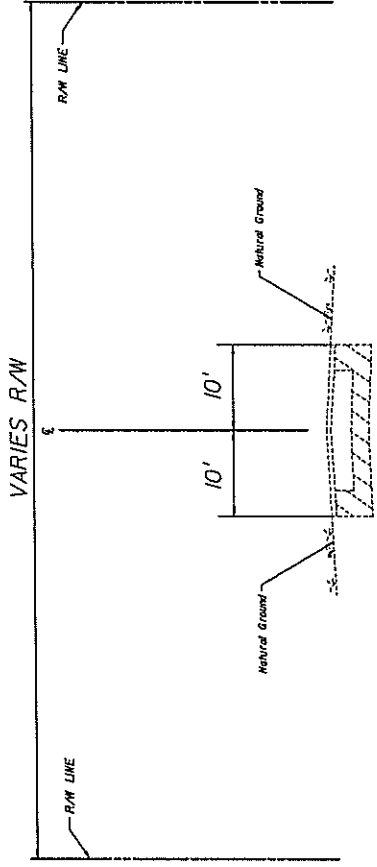
REVISIONS		DESCRIPTION	DATE
DATE	DESCRIPTION		

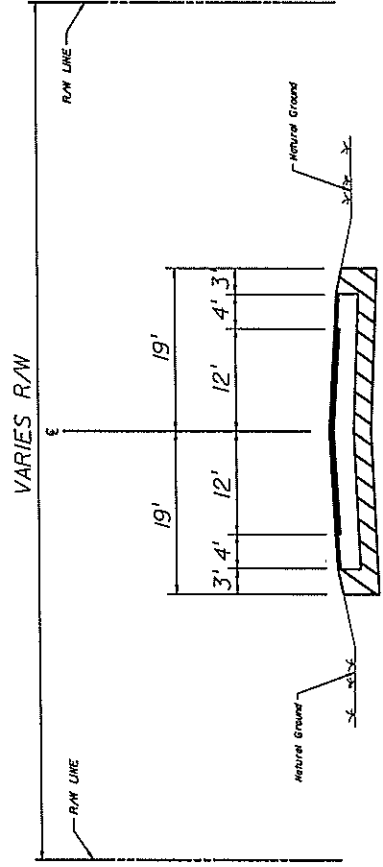
Interstate Transportation Group, Inc. Engineering and Planning 100 W. 11th St., Suite 100 Des Moines, IA 50319 TEL: 515.281.7344 FAX: 515.281.7345		FDOT ADVANTAGE PROJECT DESCRIPTION VIADUCT LANES	EXHIBIT NUMBER  
---	--	---	------------------------

TYPICAL SECTIONS	
SHEET NO.	1



EXISTING CR 13

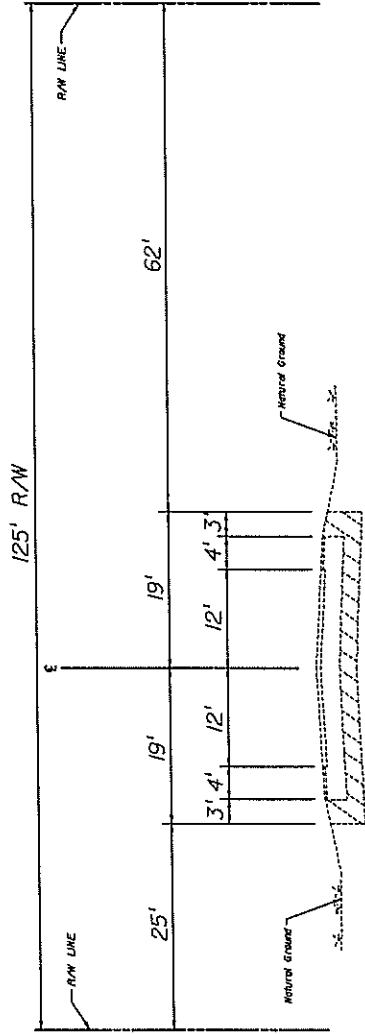


PROPOSED CR 13

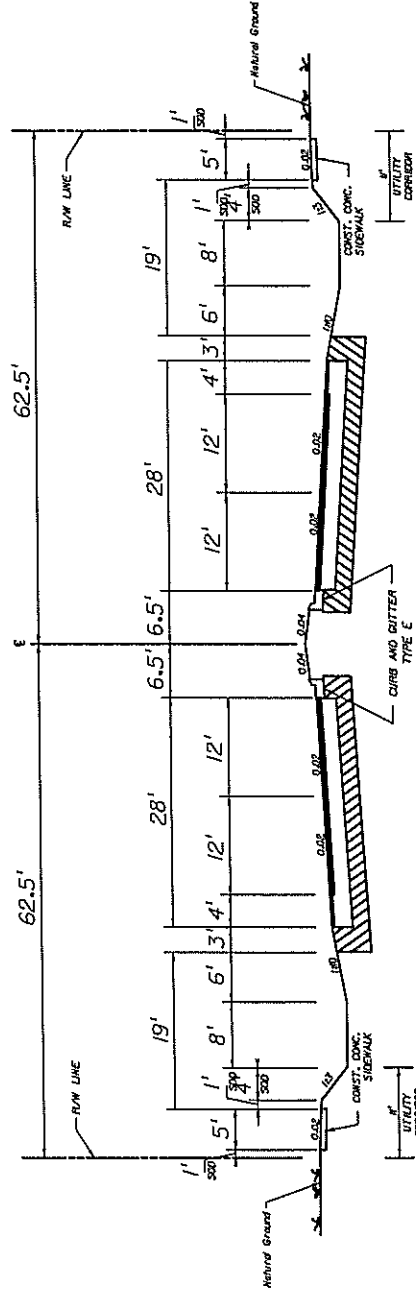
REVISIONS		DESCRIPTION		DATE	
DATE	DESCRIPTION	DATE	DESCRIPTION	DATE	DESCRIPTION

<b>Institution</b> <b>Engineering and Planning</b> <small>INCORPORATION GROUP, INC.</small> <small>1000 W. 10TH AVENUE, SUITE 100</small> <small>BOCA RATON, FLORIDA 33433</small> <small>PHONE: 561-993-1000</small>		<b>PALM COAST</b> <small>ROADWAY PROJECT</small> <small>EXHIBIT NUMBER</small> VARIOUS LANS	
TYPICAL SECTIONS			

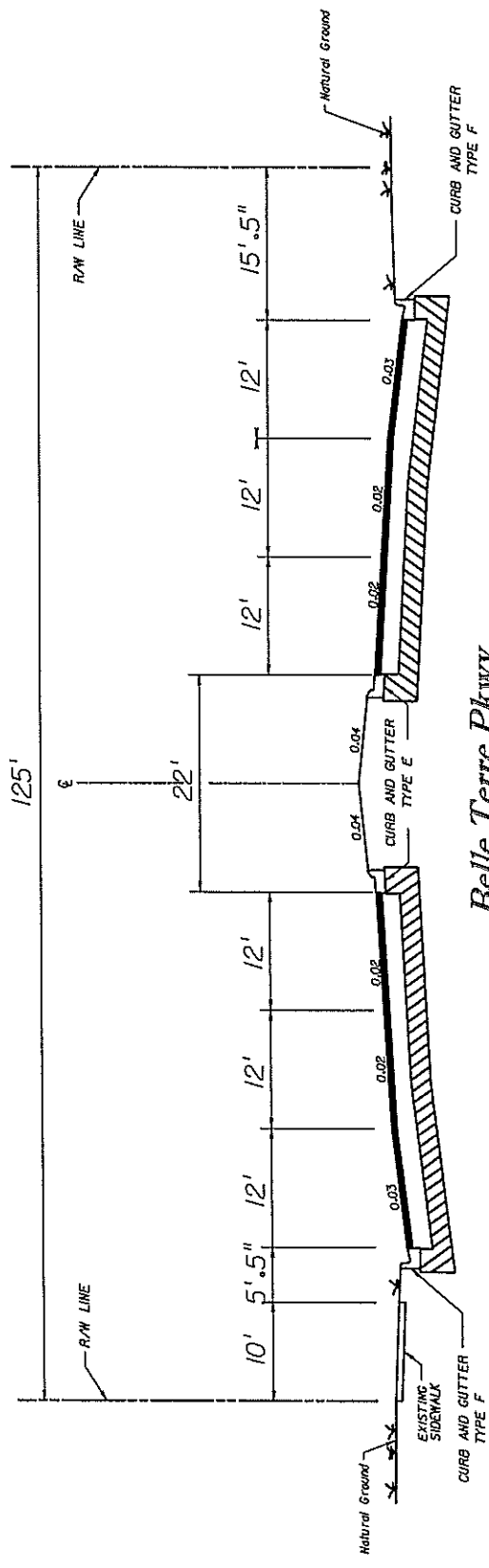


EXISTING ROYAL PALMS PKWY



PROPOSED ROYAL PALMS PKWY  
(OPTION)

REVISIONS		PALM COAST ROADWAY PROJECT		TYPICAL SECTIONS		SHEET NO.
DATE	DESCRIPTION	DESCRIPTION	EXHIBIT NUMBER	DESCRIPTION	EXHIBIT NUMBER	2
		Lasstrics Corporation Group, Inc. Engineering and Planning 1000 N. MILITARY AVENUE SUITE 200 MILITARY AVENUE MILWAUKEE, WISCONSIN 53233 PHONE 414-224-1171	VERGA LARIS			



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

REVISIONS		DESCRIPTION	
DATE	DESCRIPTION	DATE	DESCRIPTION

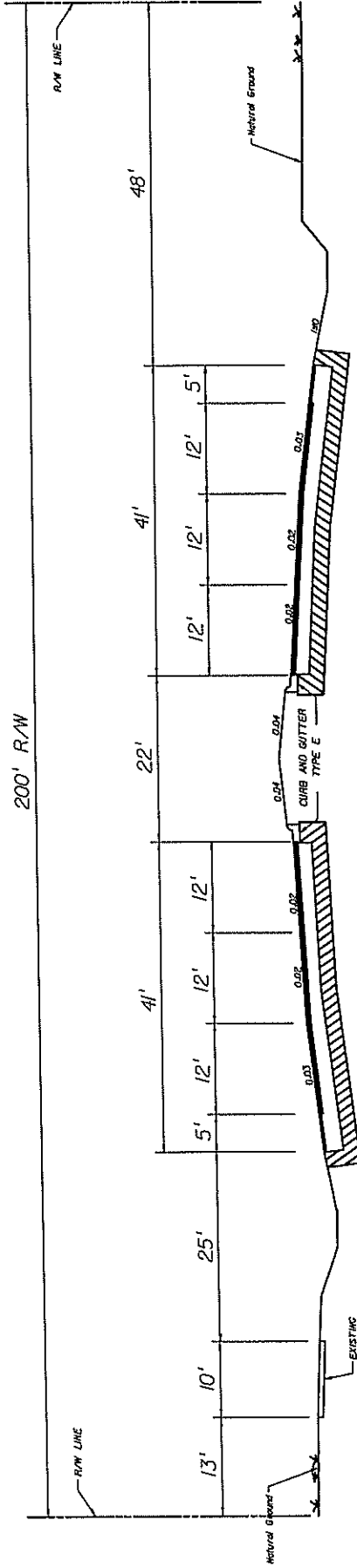
  

<b>Fast-track Transportation Group, Inc.</b> Engineering and Planning 100 N. 21st St., Suite 201 Charlotte, NC 28203 PHONE: 704.375.1111 FAX: 704.375.1112		<b>PALM COAST</b> ROADWAY PROJECT EXHIBIT NUMBER
VADGA LANTIS		TYPICAL SECTIONS

SHEET NO.	8
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200' R/W



**Palm Coast Pkwy**  
 From US 1 to Pine Lakes Pkwy  
 (OPTION)

REVISIONS		DESCRIPTION	DATE	SHEET NO.
NO.	DATE			
				7

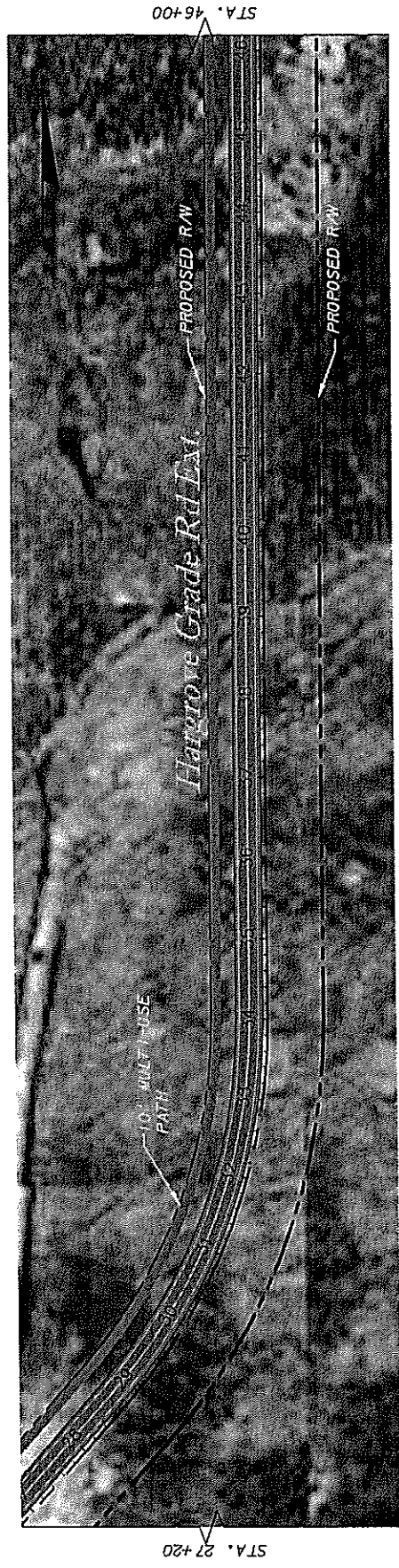
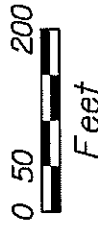
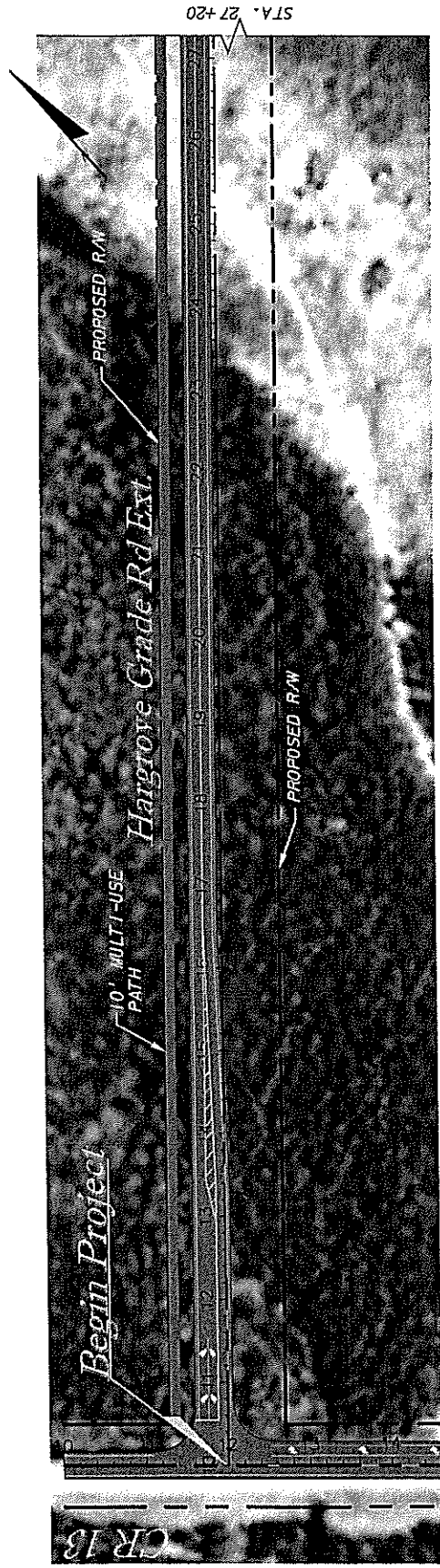
  

<b>Engineering and Planning</b> 1000 N. 11th Ave., Suite 200 Palm Beach Gardens, FL 33418 PHONE: 561-955-1100 FAX: 561-955-1101 WWW: www.eandp.com	<b>PALM COAST</b> ROADWAY PROJECT	
	DESCRIPTION	EXHIBIT NUMBER
NETWORK LAYOUT		

**TYPICAL SECTIONS**

**EXHIBIT 11-4**

**Transportation Improvements Graphics**

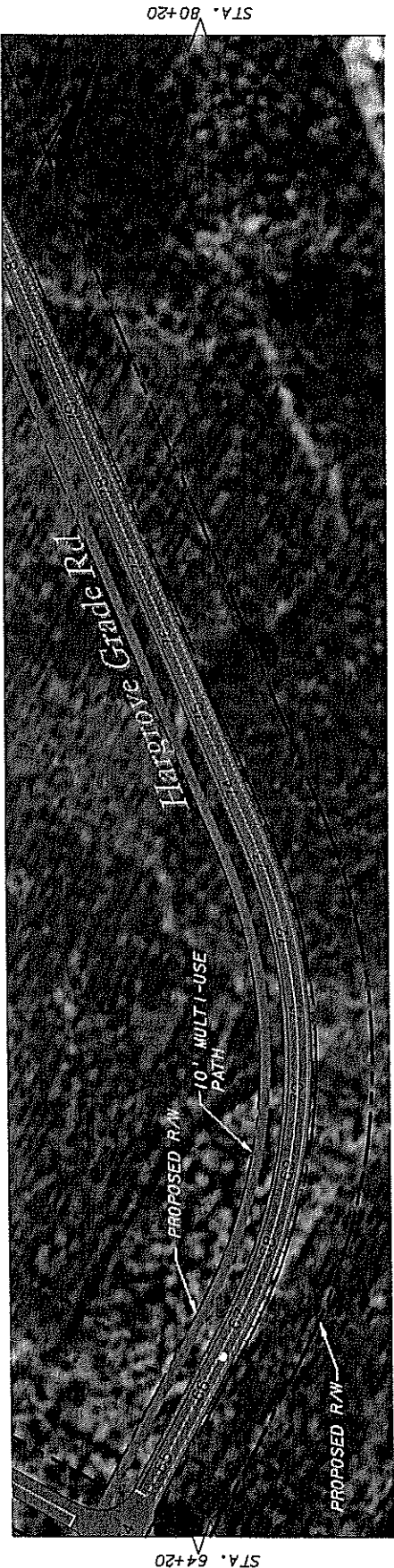
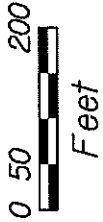
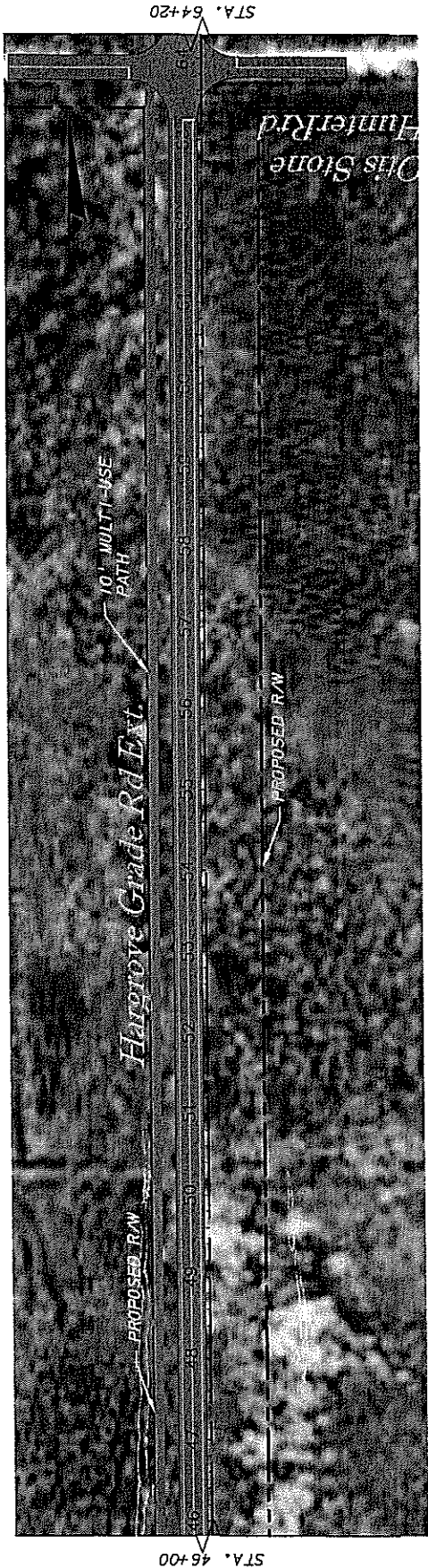


Notes: 1.) This plan is conceptual and represents the developer's pipeline improvements.  
 2.) The final alignment is subject to change pending right-of-way acquisitions.

DATE	REVISION	DATE	DESCRIPTION

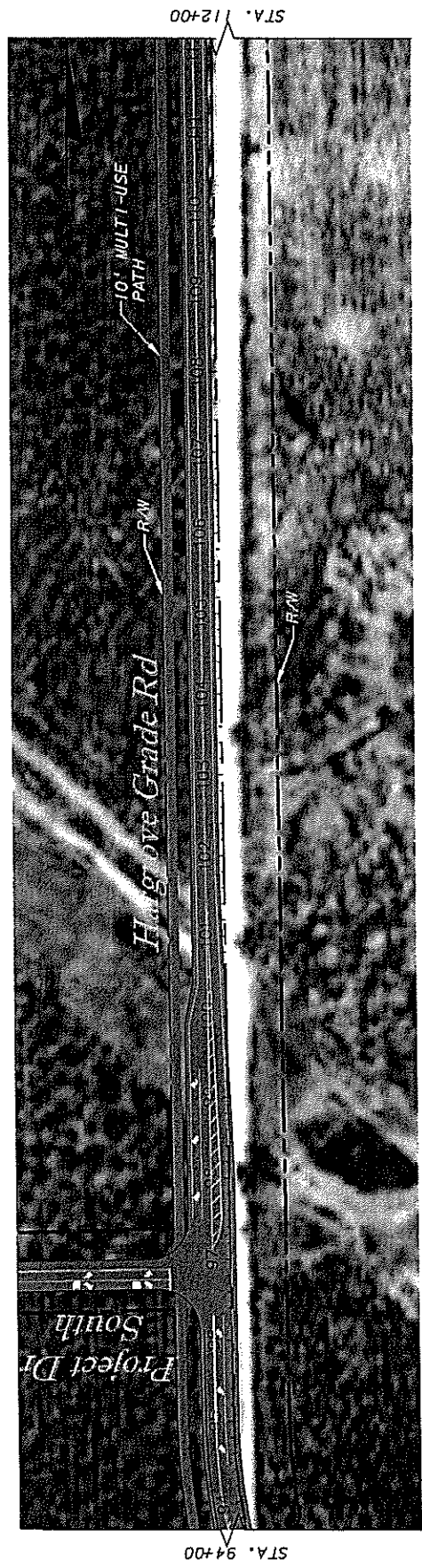
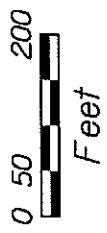
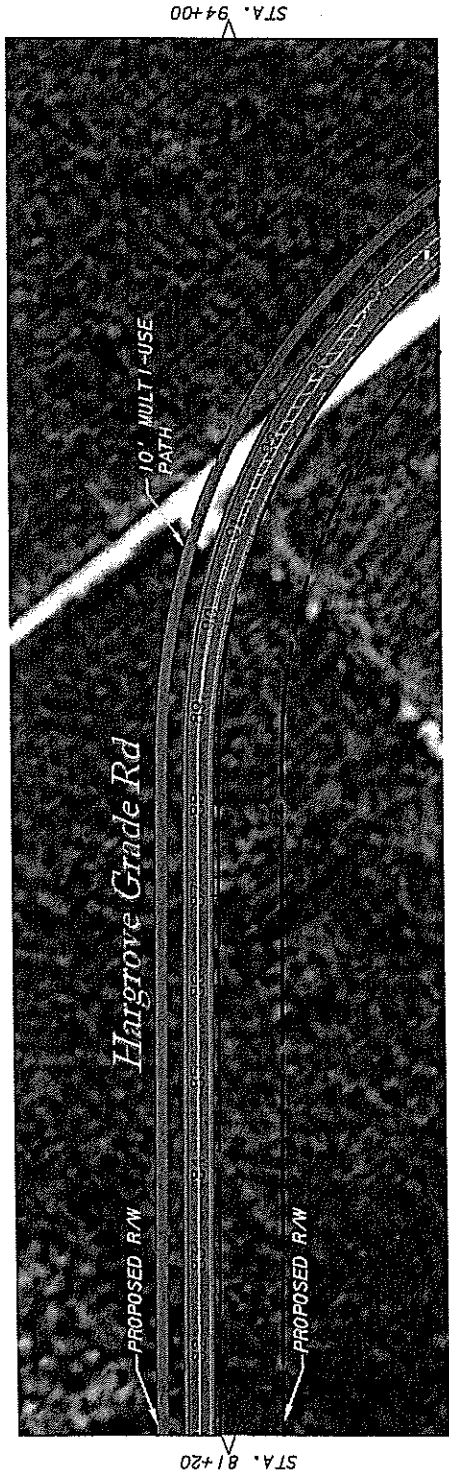
  

Leslie Transportation Group, Inc. Engineering and Planning 1111 E. US Highway 1 Pompano Beach, FL 33062 PH: 954.781.1111 FAX: 954.781.1199		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ROAD NO. _____ COUNTY _____ FLASLER	FINANCIAL PROJECT ID _____ IMPROVEMENTS TO HARGROVE GRADE RD	SHEET NO. 1
--	--	---	--	----------------



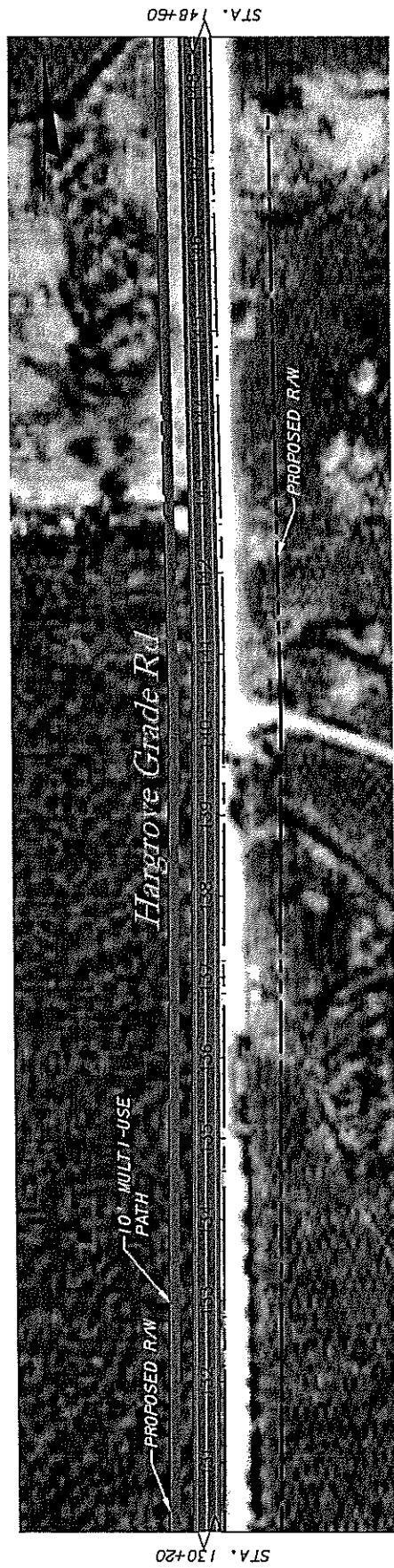
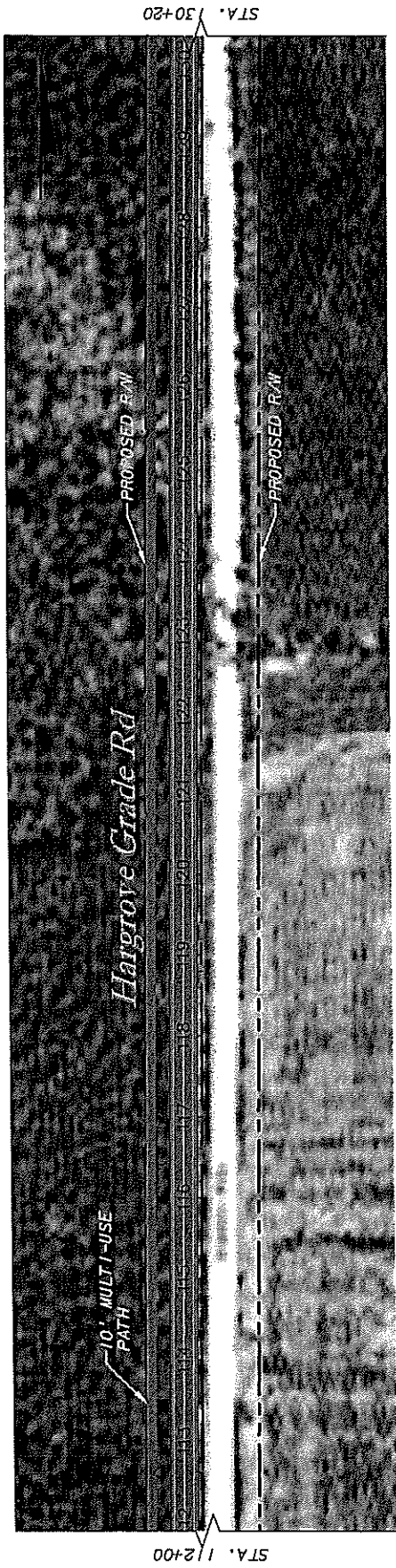
Notes: 1.) This plan is conceptual and represents the developer's pipeline improvements.  
 2.) The final alignment is subject to change pending right-of-way acquisitions.

DATE	REVISIONS	DESCRIPTION	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION	ROAD NO.	COUNTY	FLASLER	PROJECT NO.	SHEET NO.
								2
			IMPROVEMENTS TO HARGROVE GRADE RD					
			Leslie Transportation Group, Inc. Engineering and Planning 10000 W. US HWY 90, SUITE 1115 DUBLIN, CA 94568 PH: 925-835-1115 FAX: 925-835-1174					



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 acquisition.

DATE	REVISION	DATE	DESCRIPTION	Leslie Transportation Group, Inc. Engineering and Planning 1000 N. W. 10th St. Fort Lauderdale, Florida 33304 PH: 561.521.1100 FAX: 561.521.1101	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ROAD NO.	COUNTY FLAGLER	PROJECT NO.	IMPROVEMENTS TO HARGROVE GRADE RD	SHEET NO.	3

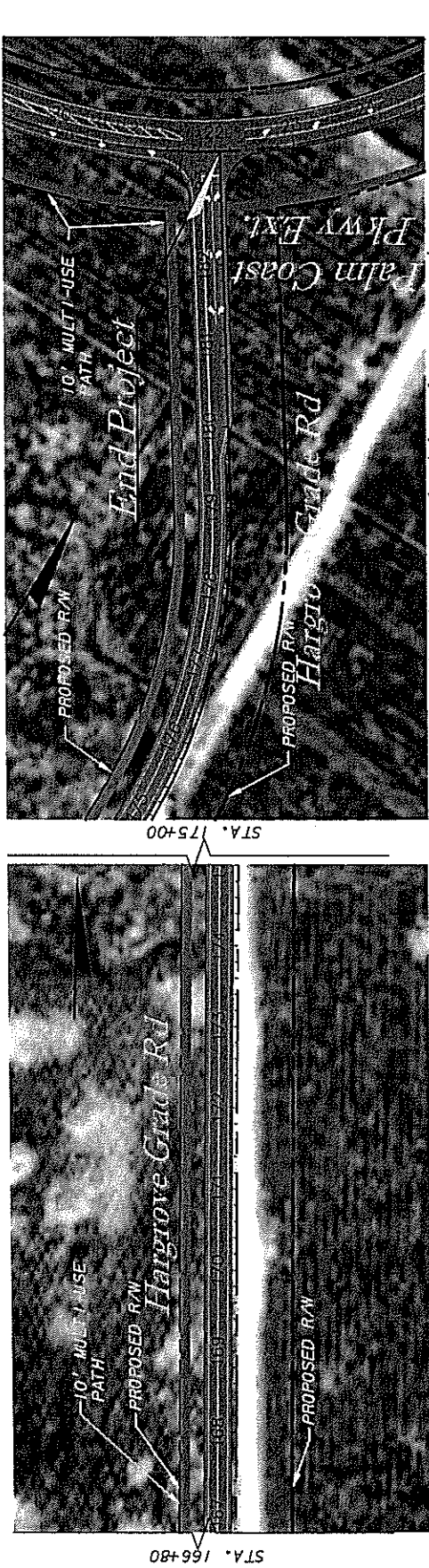
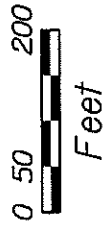
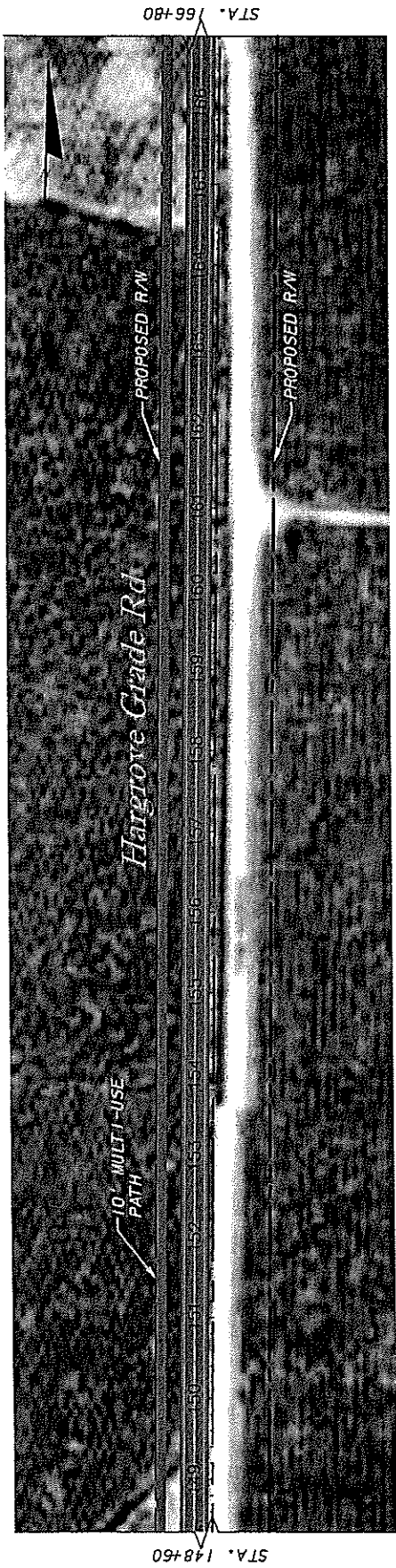


- Notes: 1.) This plan is conceptual and represents the developer's pipeline improvements.  
 2.) The final alignment is subject to change pending right-of-way acquisitions.

DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION

Lestibaut Insipremier Group, Inc. Engineering and Planning 1000 W. US Highway 1 Suite 100 Palm Bay, FL 32909 P: 888.333.1114 F: 888.333.1114		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ROAD NO. _____ COUNTY _____ FLAGLER	FINANCIAL PROJECT ID _____	IMPROVEMENTS TO HARGROVE GRADE RD	SHEET NO. 4
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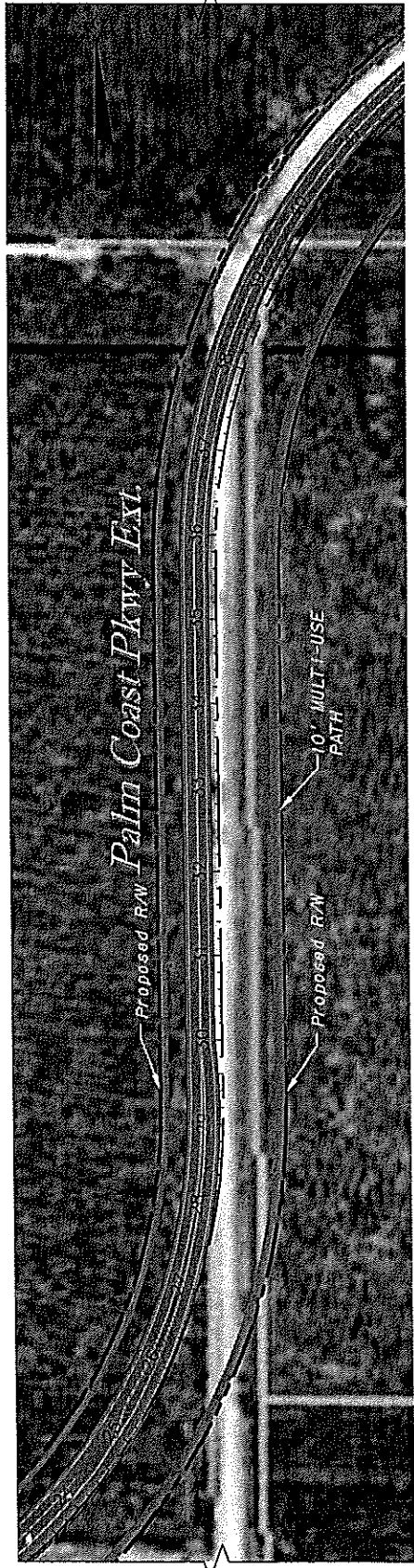
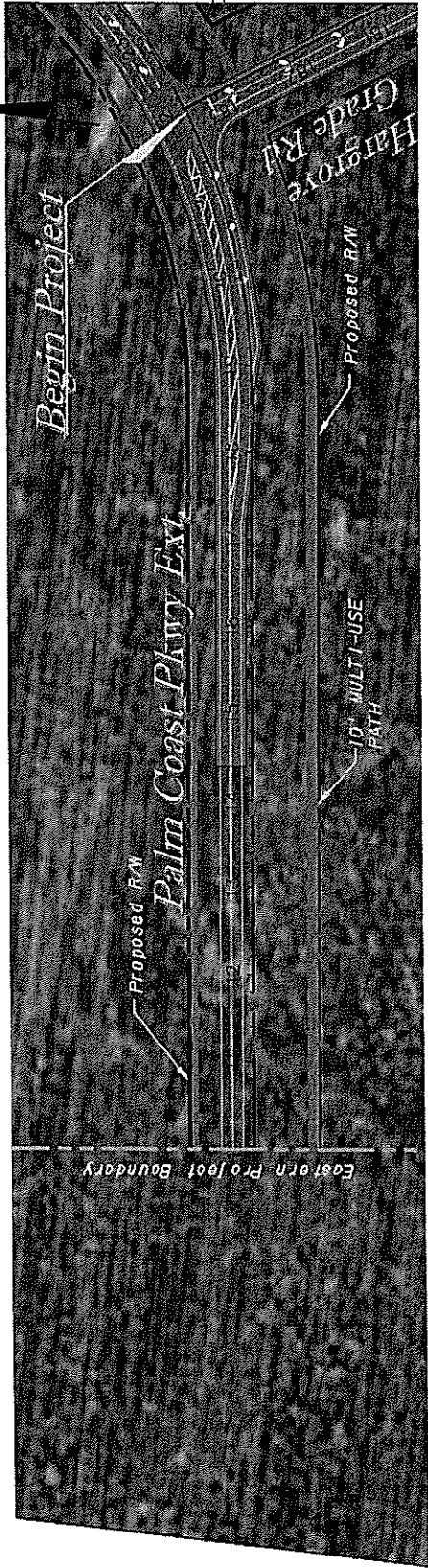


Notes: 1.) This plan is conceptual and represents the developer's pipeline improvement s.  
 2.) The final alignment is subject to change pending right-of-way acquisitions.

DATE	REVISIONS	REVISIONS	DESCRIPTION

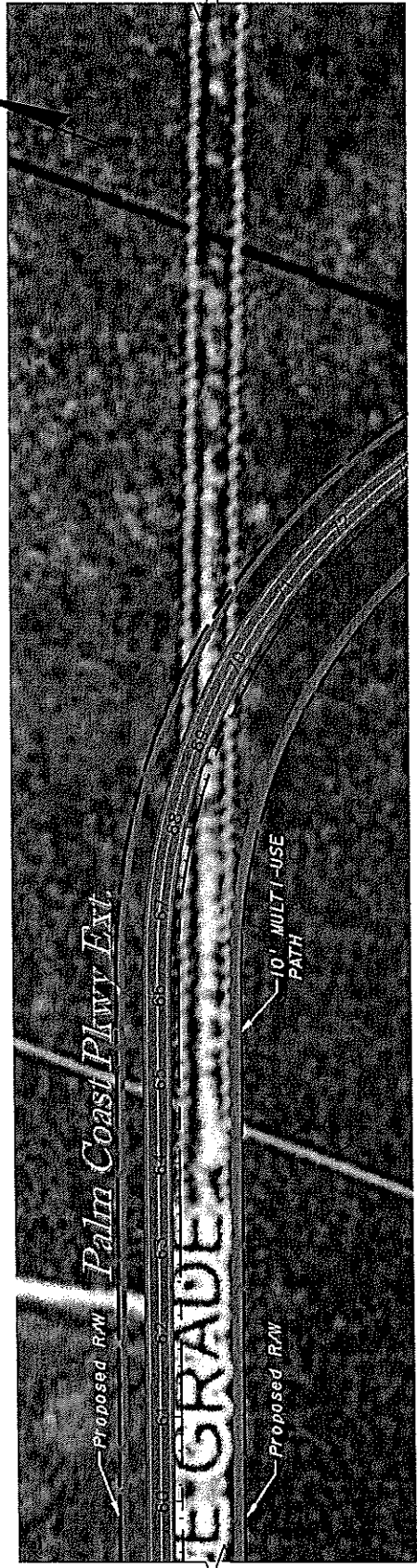
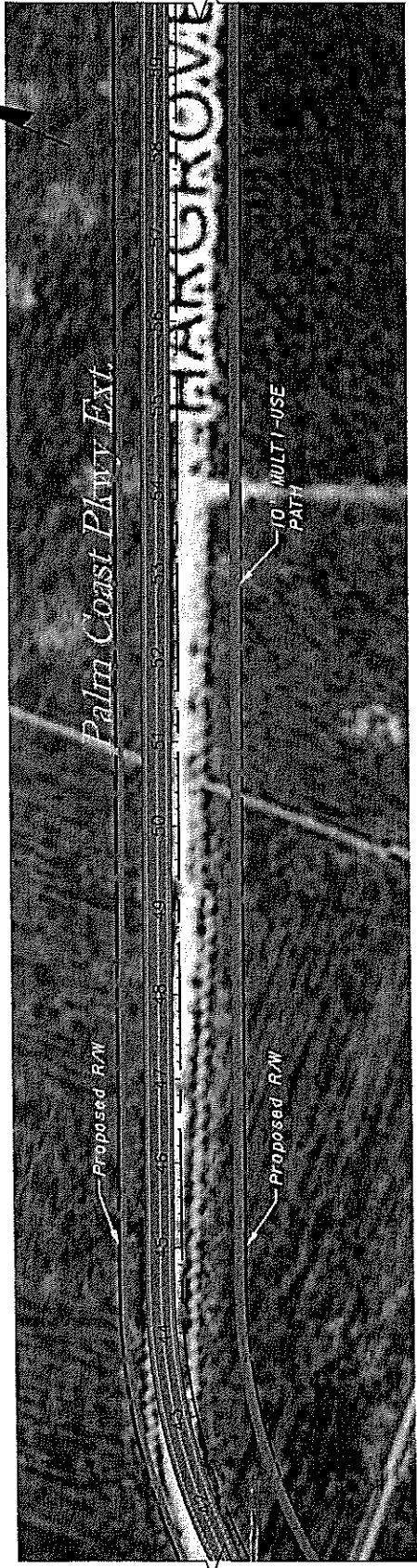
  

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ROAD NO. _____ COUNTY _____ FINANCIAL PROJECT ID _____		FLAGLER
LEADING TRANSPORTATION GROUP, INC. Engineering and Planning 1000 N. W. 10th Ave., Suite 1111 Ft. Lauderdale, FL 33304 TEL: 954.333.1111 FAX: 954.333.1111		IMPROVEMENTS TO HARGROVE GRADE RD
SHEET NO.		5



- 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.

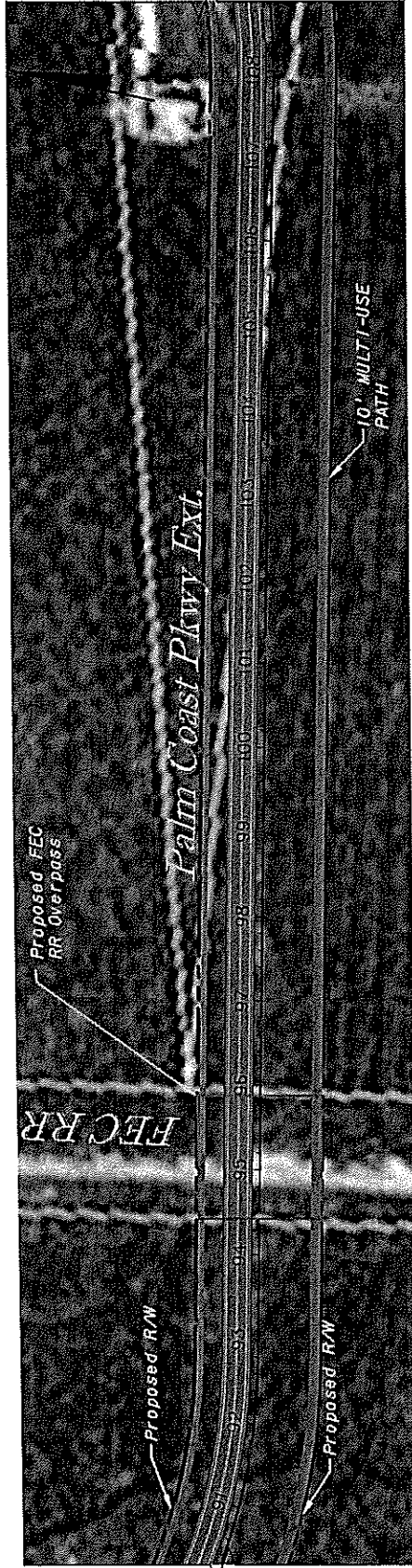
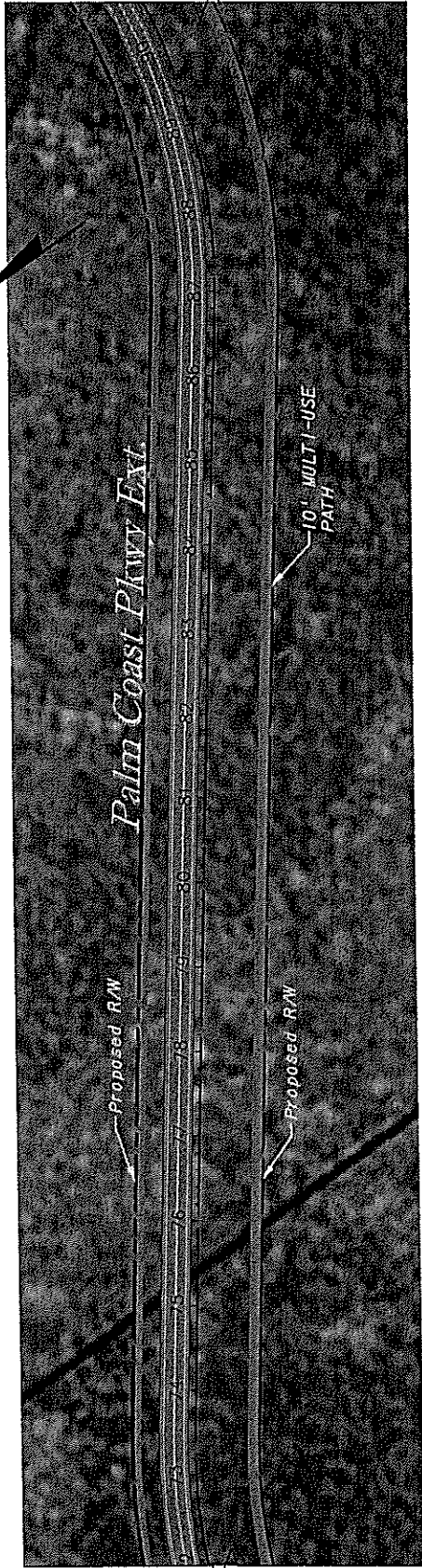
DATE	DESCRIPTION	REVISIONS	STATE OF FLORIDA		SHEET NO.
			DEPARTMENT OF TRANSPORTATION		
			ROAD NO.	PROJECT ID	IMPROVEMENTS TO PALM COAST PKWY EXT.
			COUNTY	FLAGLER	
Lanning Transportation Group, Inc. Engineering and Planning 123 W. Palm Beach Blvd. Palm Beach, FL 33480 PH: 561-832-1111 FAX: 561-832-1114 WWW.LANNINGTRANSPORTATION.COM					



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	REVISED DATE	DESCRIPTION	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ROAD NO.	COUNTY FLAGLER	FINANCIAL PROJECT ID	IMPROVEMENTS TO PALM COAST PKWY EXT.	SHEET NO. 2

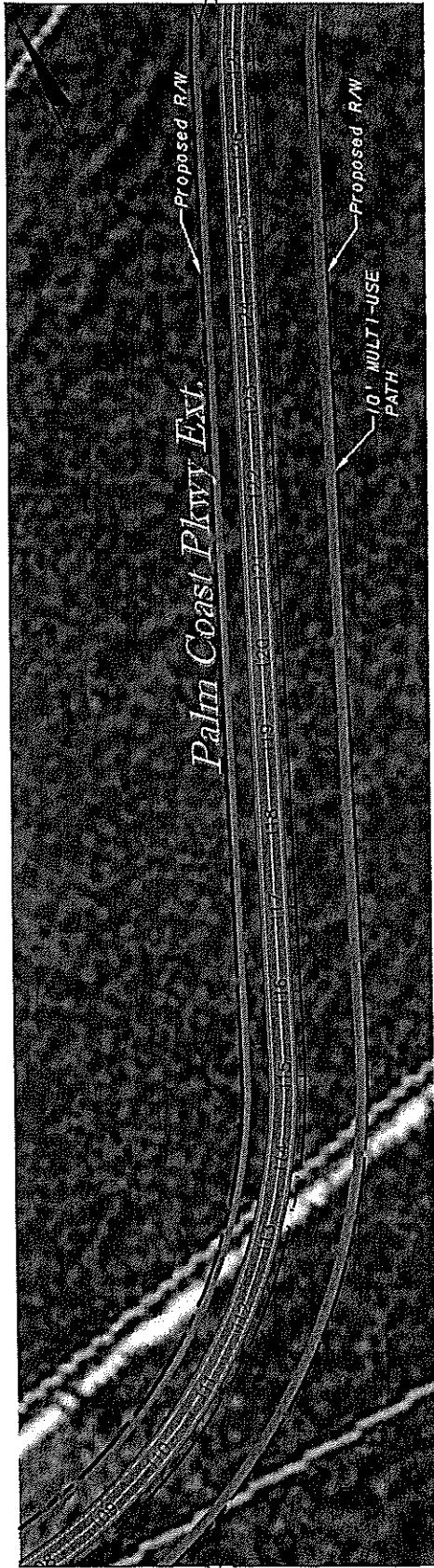
Lesly Transportation Group, Inc.  
 Engineering and Planning  
 1000 W. US 90  
 P.O. BOX 1000  
 PALM BEACH, FL 33480  
 PHONE: 561.833.3333  
 FAX: 561.833.3334



- 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.

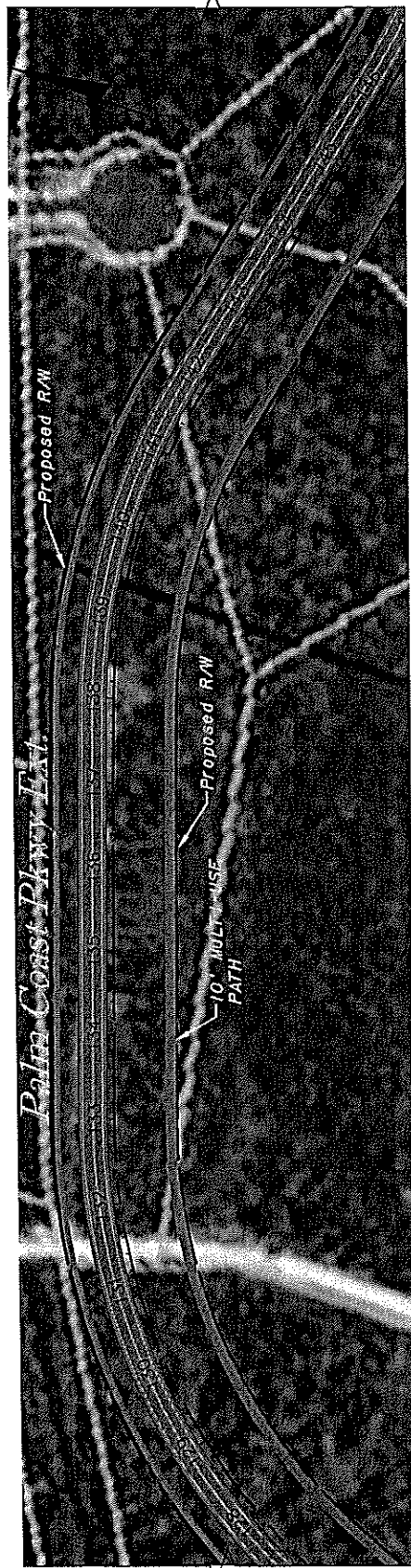
DATE	REVISION'S	DESCRIPTION	STATE OF FLORIDA	DEPARTMENT OF TRANSPORTATION	ROAD NO.	COUNTY	PROJECT NO.	IMPROVEMENTS TO	SHEET NO.
						FLAGLER		PALM COAST PKWY EXT.	3

Las Vegas Transportation Group, Inc.  
 Engineering and Planning  
 13140 Las Vegas Blvd. S., Suite 1114  
 Las Vegas, NV 89134  
 PH: 702.735.2111 FAX: 702.735.2119



STA. 108+80

STA. 27+60



STA. 127+60

STA. 46+00

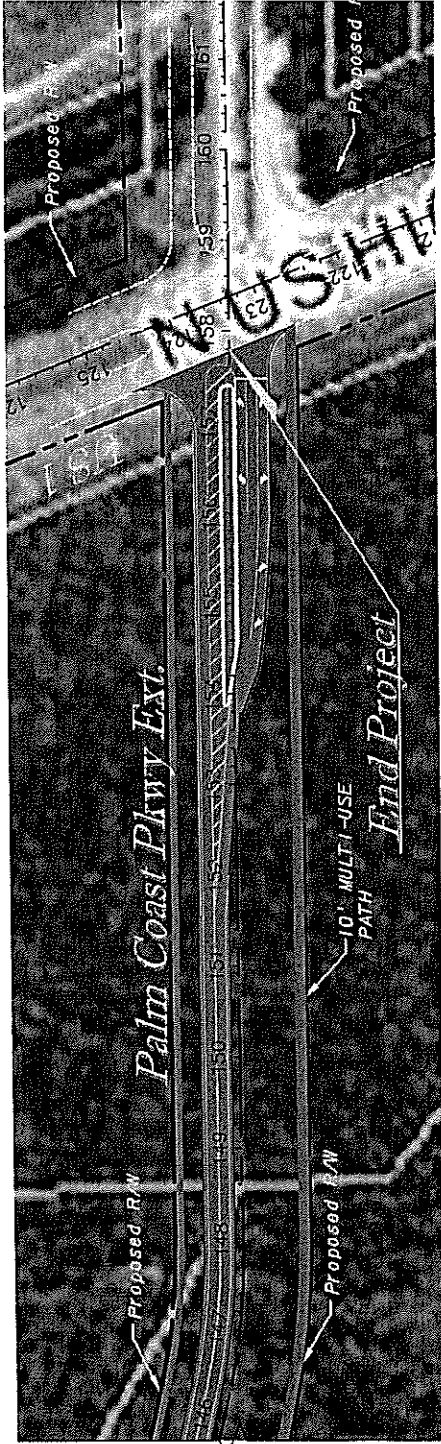
- Notes: 1.) This plan is conceptual and represents the developer's pipeline improvements.  
 2.) The final alignment is subject to change pending right-of-way acquisitions.

DATE	DESCRIPTION	REVISOR	DATE

STATE OF FLORIDA  
 DEPARTMENT OF TRANSPORTATION  
 ROAD NO. \_\_\_\_\_ COUNTY \_\_\_\_\_ FLAGLER  
 FINANCIAL PROJECT ID \_\_\_\_\_  
 LEASTER ASSOCIATION GROUP, INC.  
 ENGINEERING AND PLANNING  
 11100 W. STATE ROAD 111  
 SUITE 200  
 PALM BEACH, FL 33411  
 PHONE: 561.832.1111  
 FAX: 561.832.1111

IMPROVEMENTS TO  
 PALM COAST PKWY EXT.

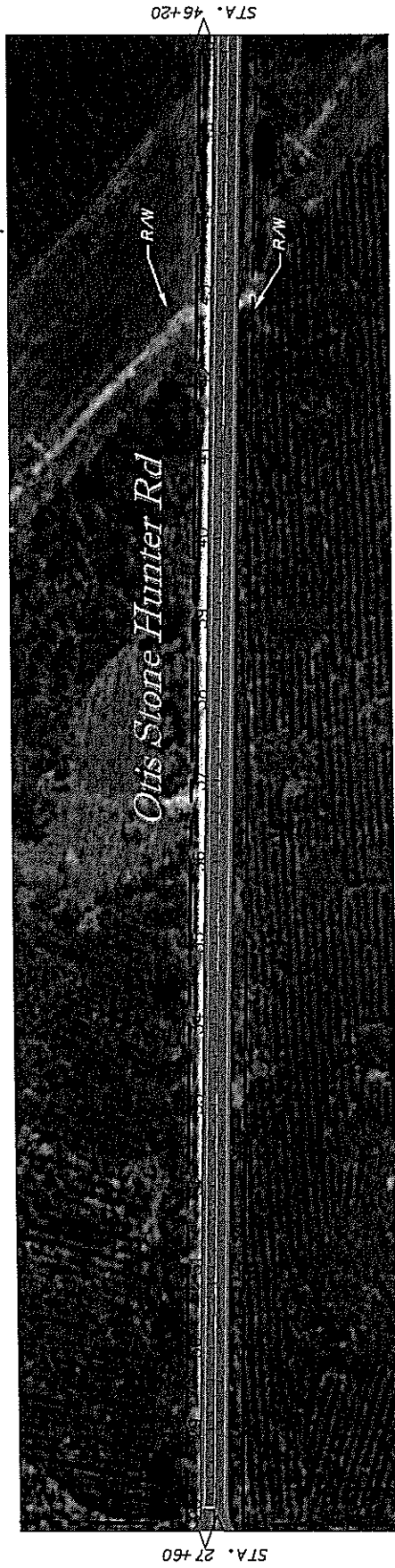
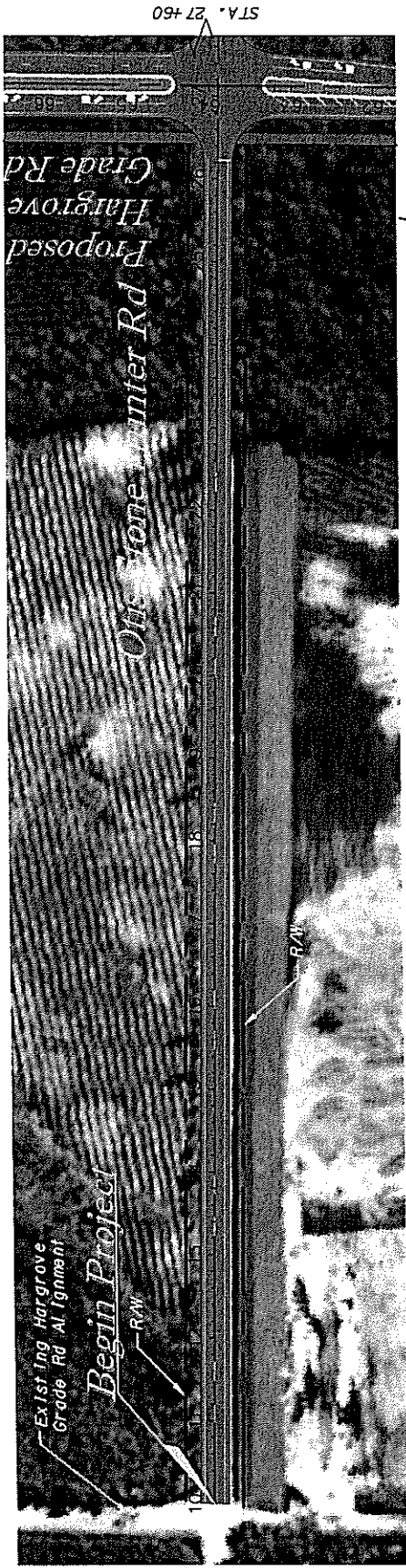
SHEET NO. 4



STA. 146+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.

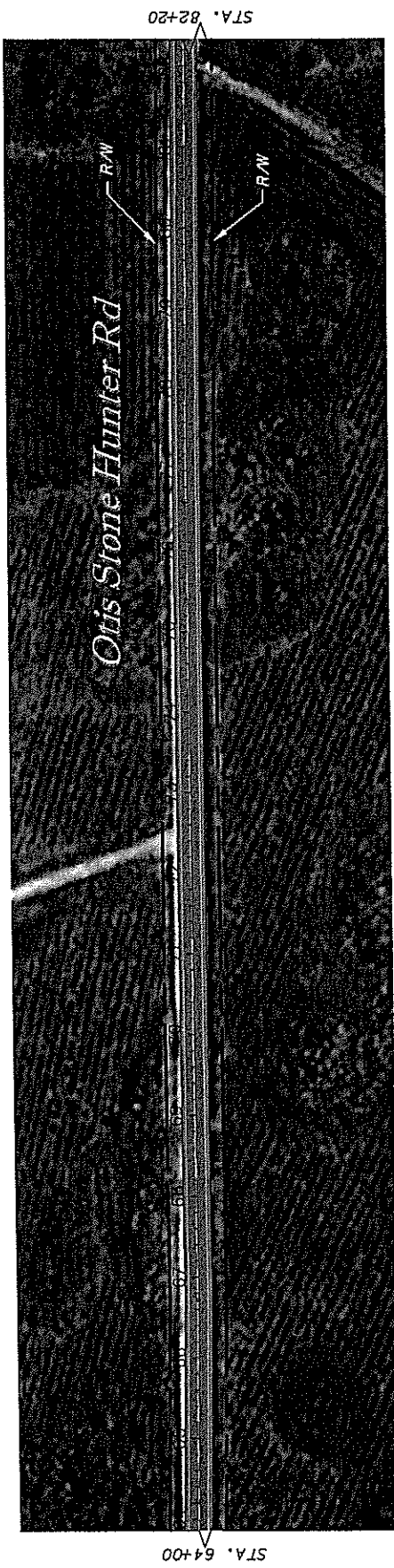
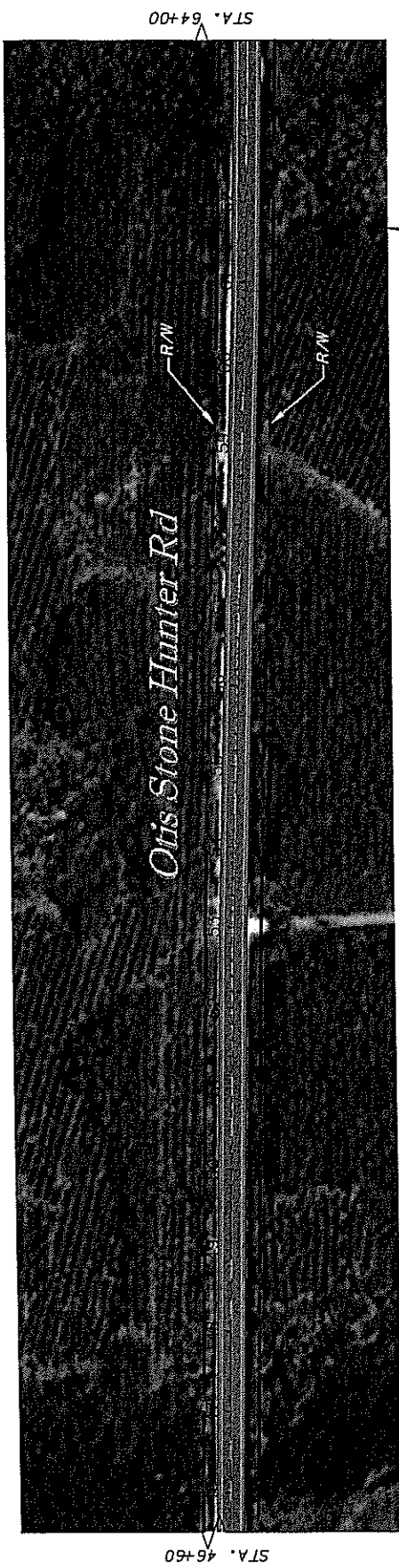
DATE	REVISION'S	DESCRIPTION	Laxton Transportation Group, Inc. Engineering and Planning 1000 N. US HWY 1 SUITE 100 PALM BEACH, FL 33411 PHONE: 561-832-1111 FAX: 561-832-1112	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION	IMPROVEMENTS TO PALM COAST PKWY EXT.	SHEET NO. 5
				ROAD NO. COUNTY FLAGLER		



Notes: 1.) This plan is conceptual and represents the developer's pipeline improvement s.  
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DATE	DESCRIPTION	REVISIONS	DATE	REVISIONS

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ROAD NO. _____ COUNTY _____ FLAGLER		FINANCIAL PROJECT ID _____
Leslie Transportation Group, Inc. Engineering and Planning 9400 W. U.S. 90, Suite 1114 Ft. Lauderdale, FL 33324 PHONE: 954.341.1114 FAX: 954.341.1111		IMPROVEMENTS TO OTIS STONE HUNTER RD
SHEET NO.		1

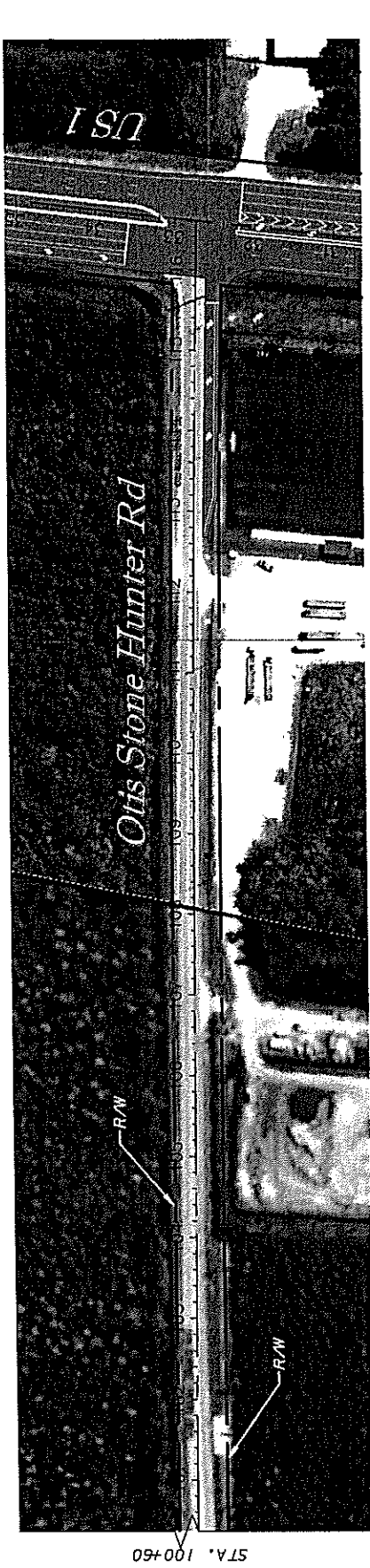
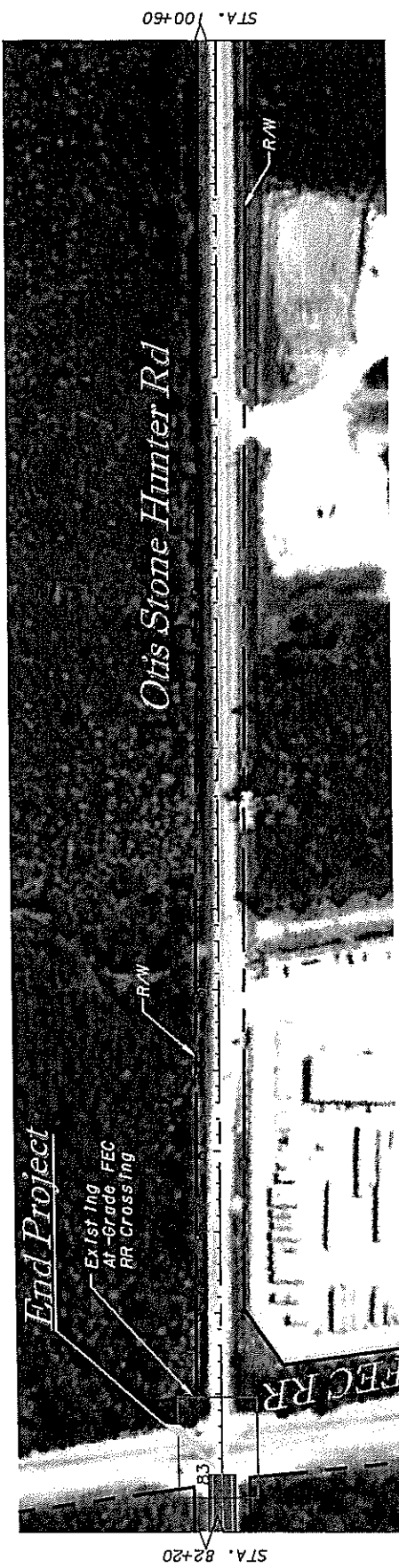


- Notes: 1.) This plan is conceptual and represents the developer's pipeline improvements.  
 2.) The final alignment is subject to change pending right-of-way acquisitions.

DATE	REVISIONS	DESCRIPTION

Lashley Transportation Group, Inc. Engineering and Planning 1501 W. US HWY 90 SUITE 200 TAMPA, FL 33607 TEL: 813-973-1111 FAX: 813-973-1112		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ROAD NO. _____ COUNTY _____ FLAGLER	IMPROVEMENTS TO OTIS STONE HUNTER RD	SHEET NO. 2
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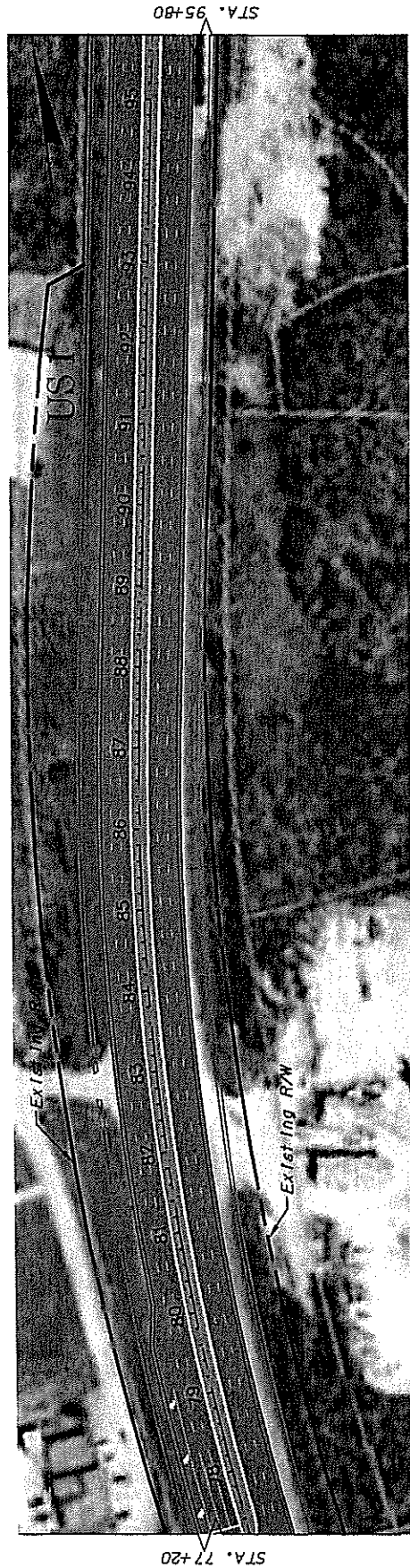
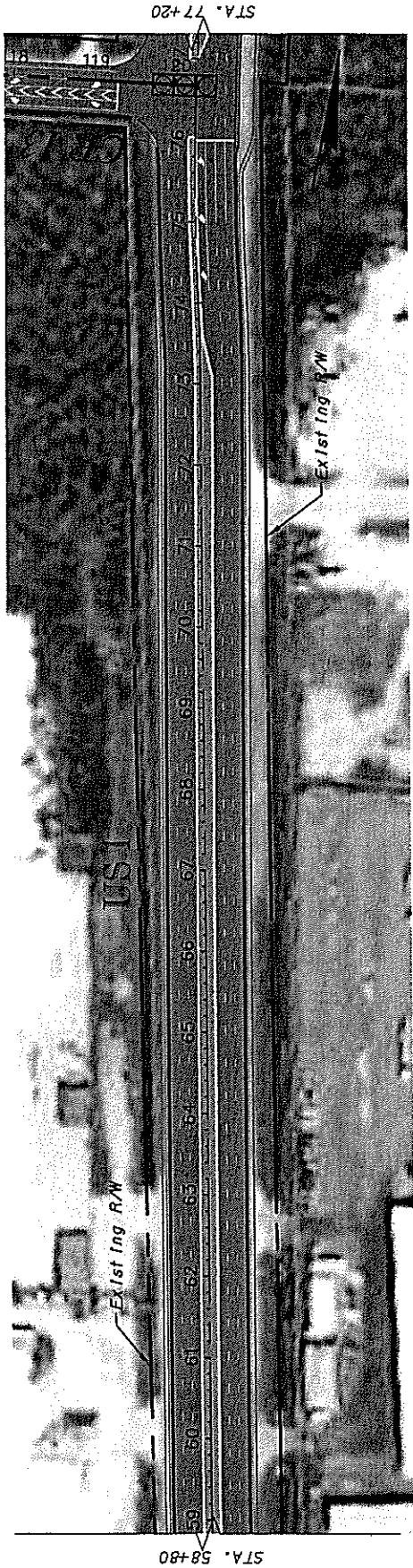


- Notes: 1.) This plan is conceptual and represents the developer's pipeline improvements.  
 2.) The final alignment is subject to change pending right-of-way acquisitions.

DATE	REVISIONS	DESCRIPTION	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION	ROAD NO.	COUNTY	PROJECT ID	SHEET NO.
			FLAGLER				3
IMPROVEMENTS TO							
OTIS STONE HUNTER RD							

Leahy Transportation Group, Inc.  
 Engineering and Planning  
 1000 W. US 1  
 P.O. Box 1000  
 Palm Bay, FL 32909  
 (888) 888-8888

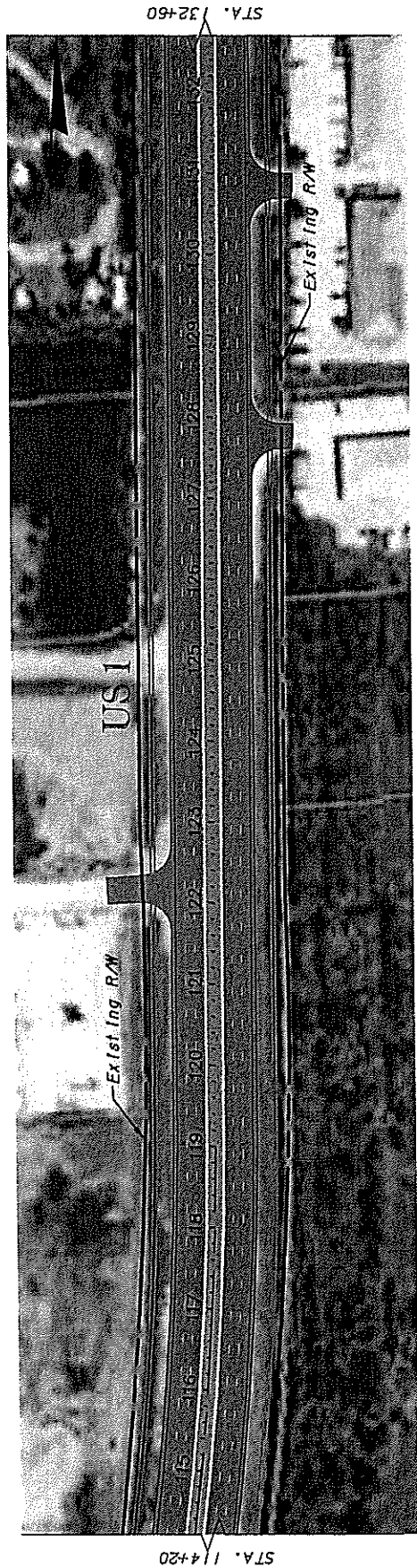
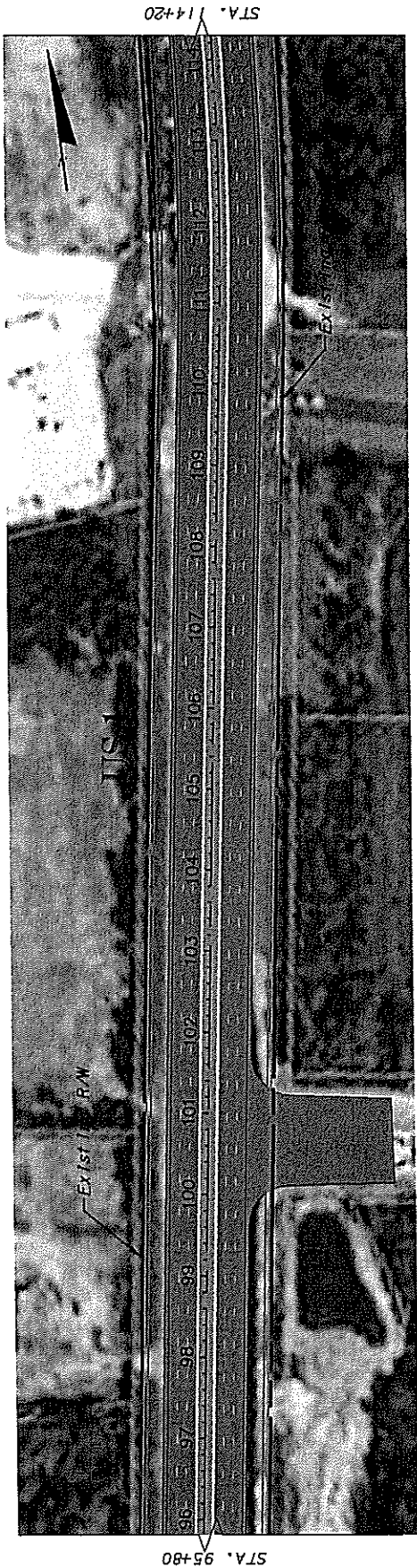




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DATE	REVISIONS	DESCRIPTION	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ROAD NO. _____ COUNTY _____ FINANCIAL PROJECT ID _____	FLAGLER	SHEET NO. <b>2</b>

Leslie Transportation Group, Inc.  
 Engineering and Planning  
 1000 W. US 1  
 SUITE 100  
 DEERFIELD BEACH, FL 33442  
 PHONE: 561-893-1111  
 FAX: 561-893-1111

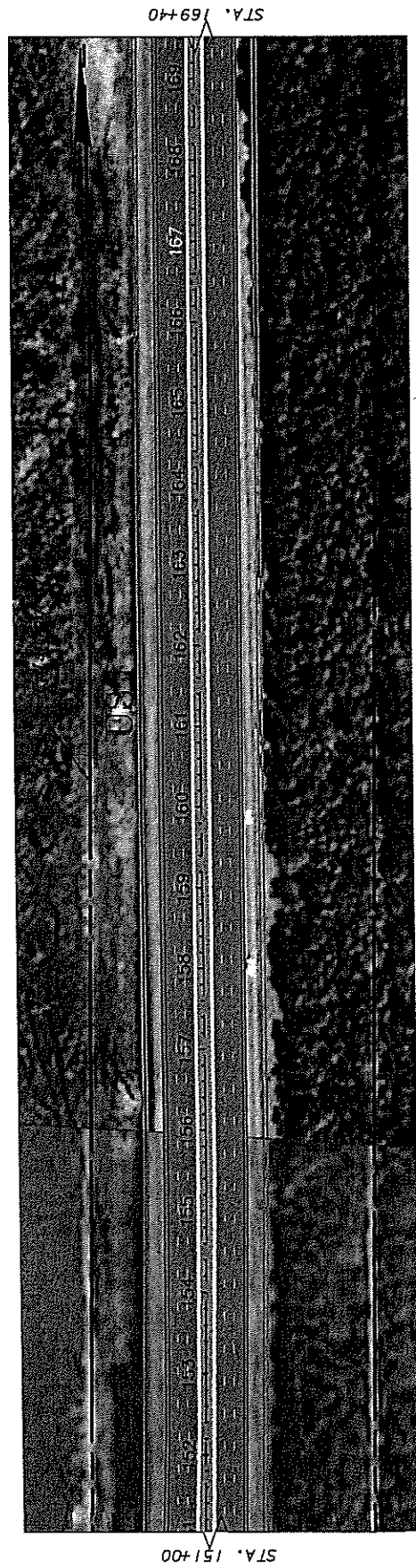
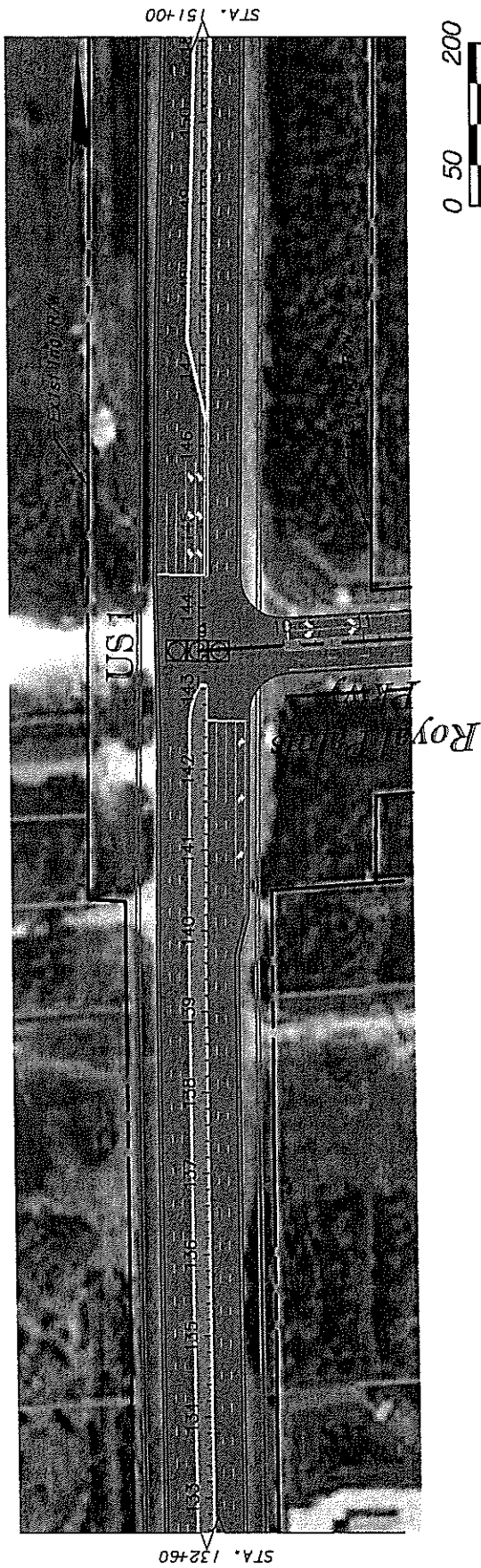


Notes: 1.) This plan is conceptual and represents the developer's pipeline improvements.  
 2.) The final alignment is subject to change pending right-of-way acquisitions.

DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION

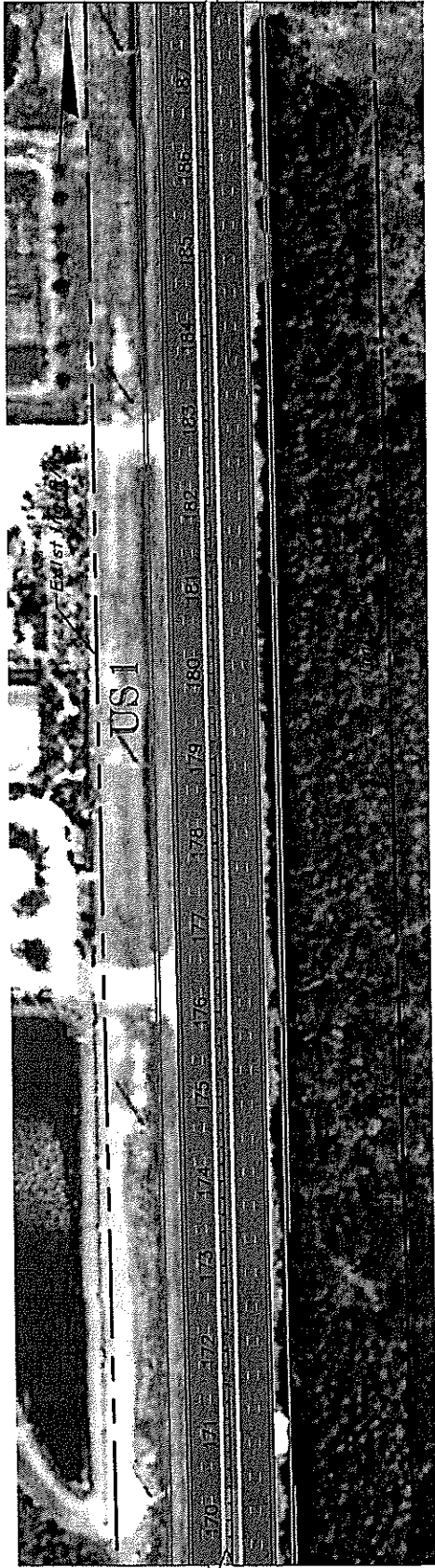
  

Leaside Transportation Group, Inc. Engineering and Planning 12345 Main Street Orlando, FL 32801 PHONE: 407.555.1234 FAX: 407.555.5678		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ROAD NO. _____ COUNTY _____ FLAGLER	FINANCIAL PROJECT ID _____
<b>IMPROVEMENTS TO US 1</b>			
SHEET NO.			3

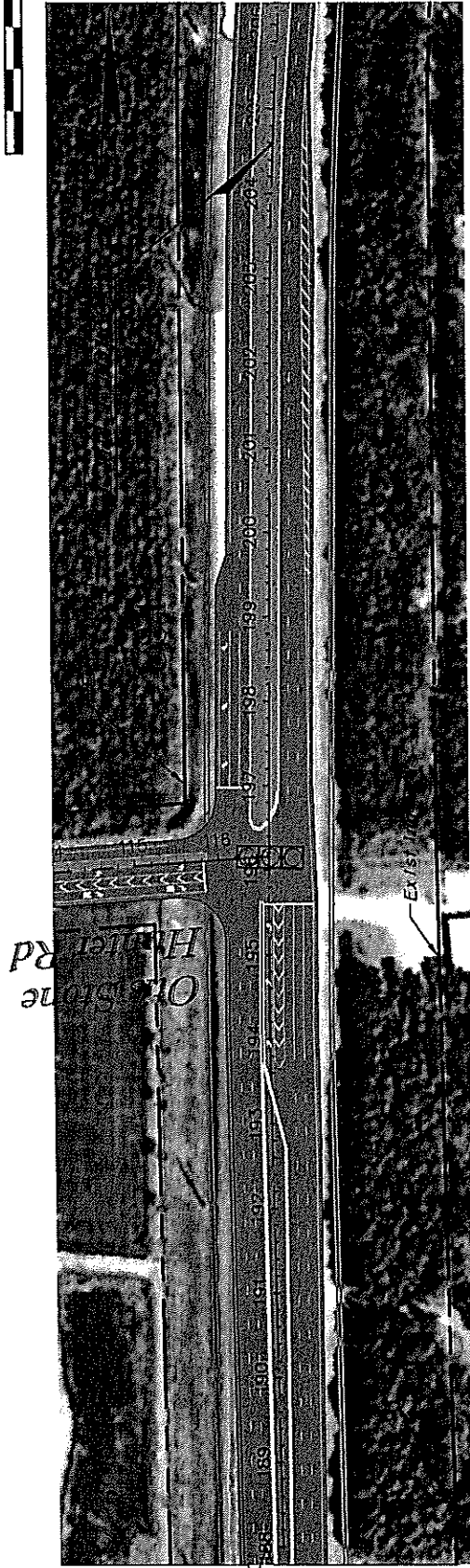


Notes: 1.) This plan is conceptual and represents the developer's pipeline improvements.  
 2.) The final alignment is subject to change pending right-of-way acquisitions.

REVISIONS		STATE OF FLORIDA		DEPARTMENT OF TRANSPORTATION		SHEET NO.	
DATE	DESCRIPTION	ROAD NO.	COURT	PROJECT NO.	FLAGLER	4	
						IMPROVEMENTS TO US1	
		Lastic Transportation Group, Inc. Engineering and Planning 13300 US Highway 1 Jacksonville, FL 32211 PHONE: 904.731.1111 FAX: 904.731.1111					



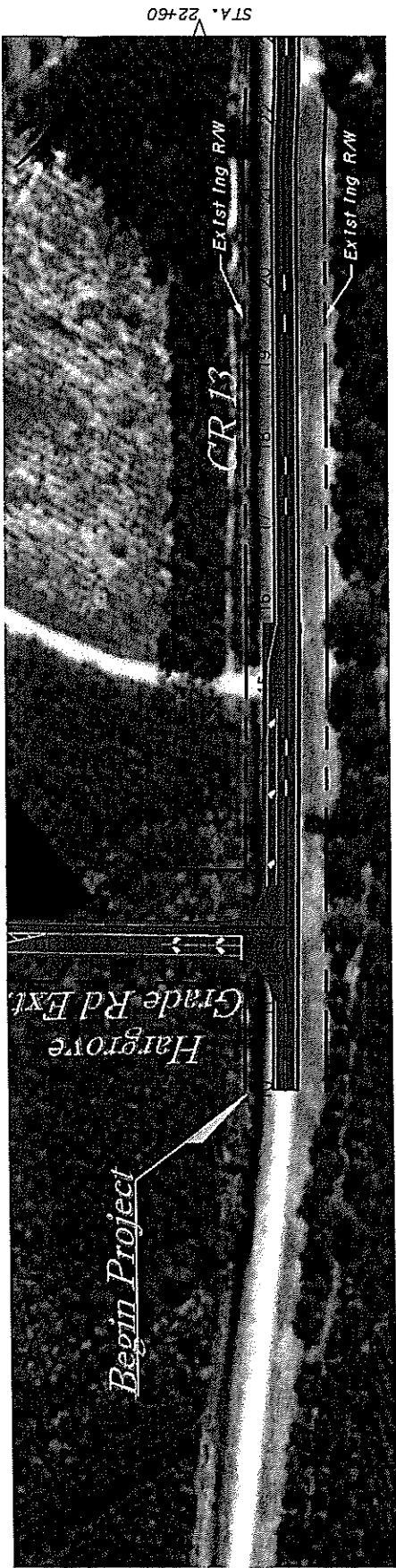
STA. 188+00



STA. 188+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		STATE OF FLORIDA		SHEET	
DATE	DESCRIPTION	ROAD NO.	COMMIT	NO.	NO.
			FLAGLER		5
		DEPARTMENT OF TRANSPORTATION		IMPROVEMENTS TO US 1	
		FLAGLER PROJECT ID			
		Leasica Corporation Group, Inc. Engineering and Planning 1111 N. W. 11th St., Suite 1114 Ft. Lauderdale, FL 33304-3114 PHONE: 954.333.1114 FAX: 954.333.1114			



STA. 22+60

CR 13

Existing R/W

Existing R/W

Hargrove  
Grade Rd Ext.

Begin Project



Feet



STA. 41+20

CR 13

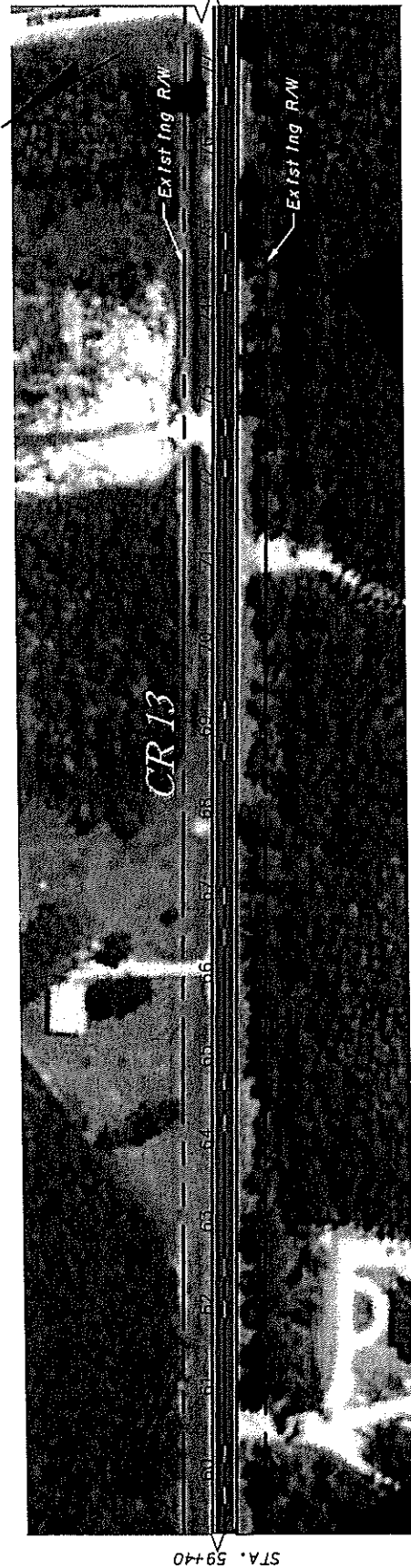
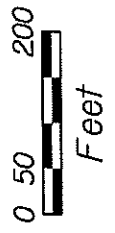
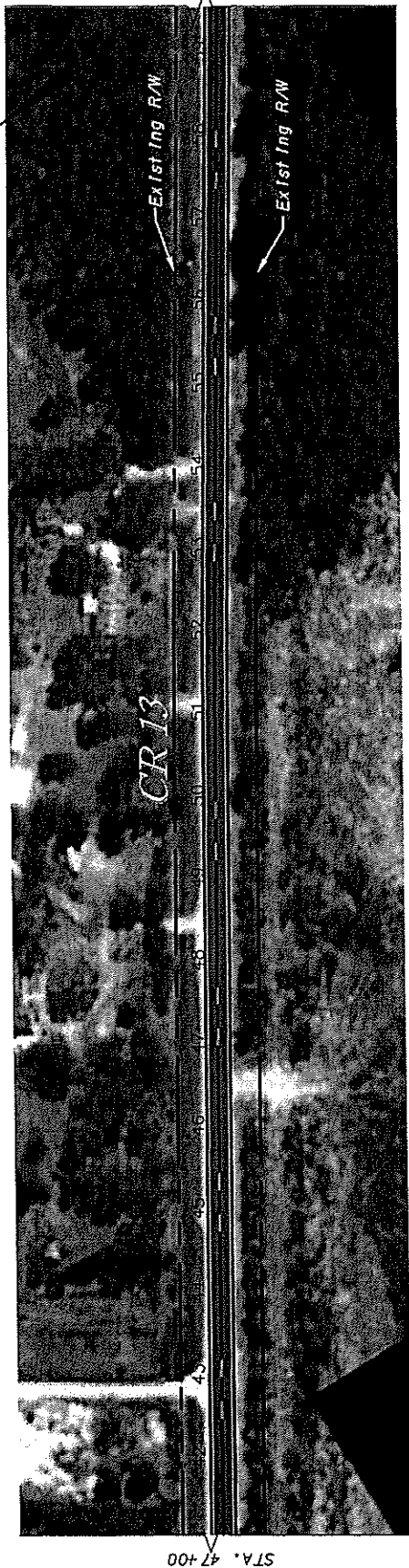
Existing R/W

Existing R/W

STA. 22+60

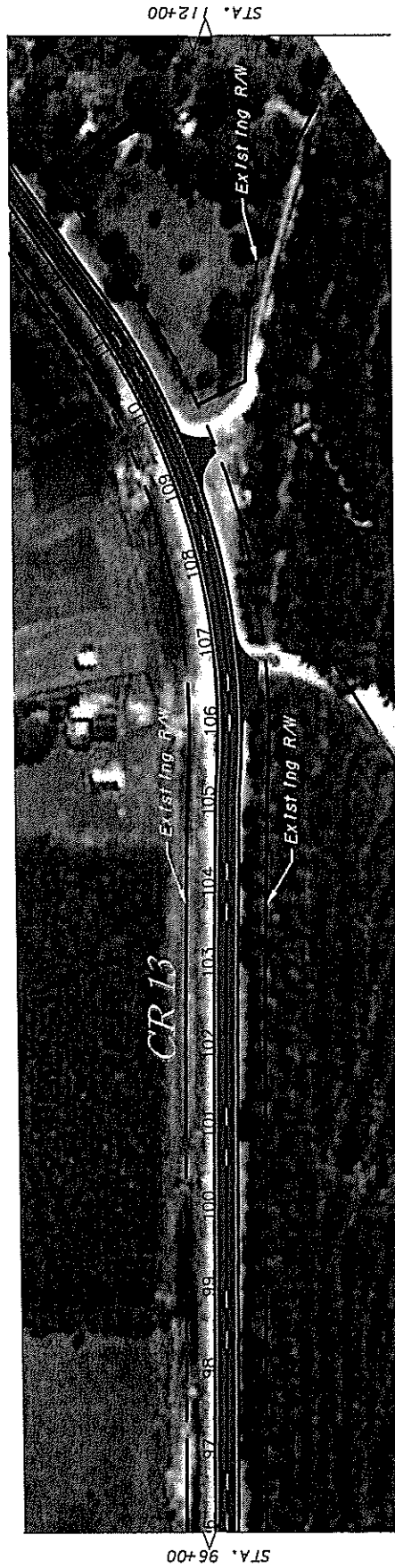
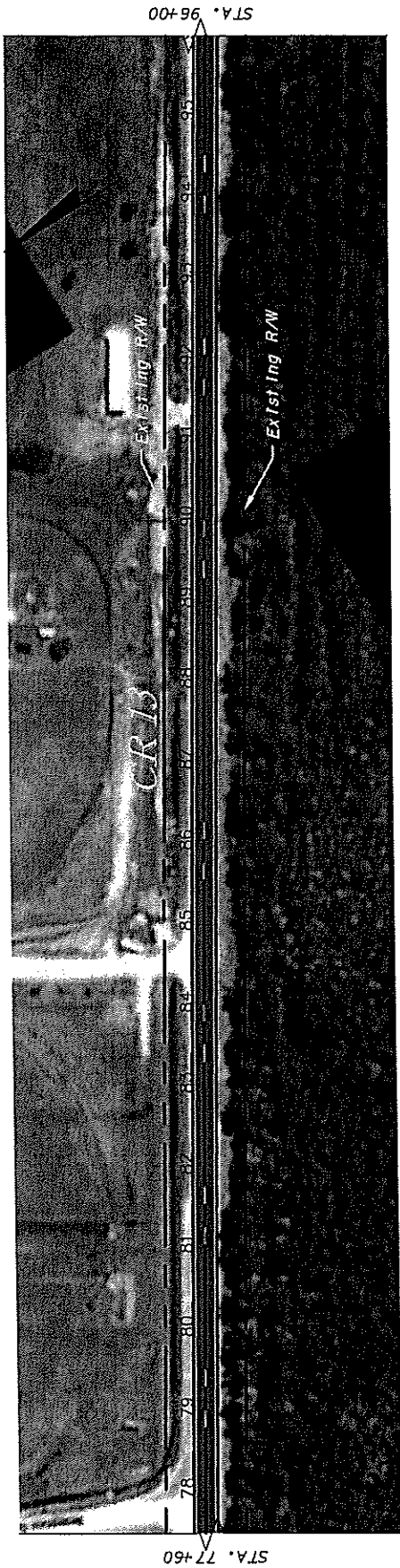
- Notes: 1.) This plan is conceptual and represents the developer's pipeline improvements.  
 2.) The final alignment is subject to change pending right-of-way acquisitions.

DATE	DESIGNER	REVISIONS	DATE	DESCRIPTION	LEGAL TRANSPORTATION GROUP, INC. ENGINEERING AND PLANNING 1000 W. PALM BLVD. SUITE 100 PALM BEACH, FLORIDA 33411 PHONE: 561-832-1111 FAX: 561-832-1114	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ROAD NO. _____ COUNTY _____ FINANCIAL PROJECT ID _____ FLAGLER	IMPROVEMENTS TO CR 13	SHEET NO. 1



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	REVISOR'S DATE	DESCRIPTION	Lastic Transportation Group, Inc. Engineering and Planning 4400 W. US Highway 1 Suite 100 Fort Lauderdale, FL 33309 Phone: 754-341-1111 Fax: 754-341-1114	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ROAD NO. _____ COUNTY _____ FLAGLER	IMPROVEMENTS TO CR 13	SHEET NO. 2
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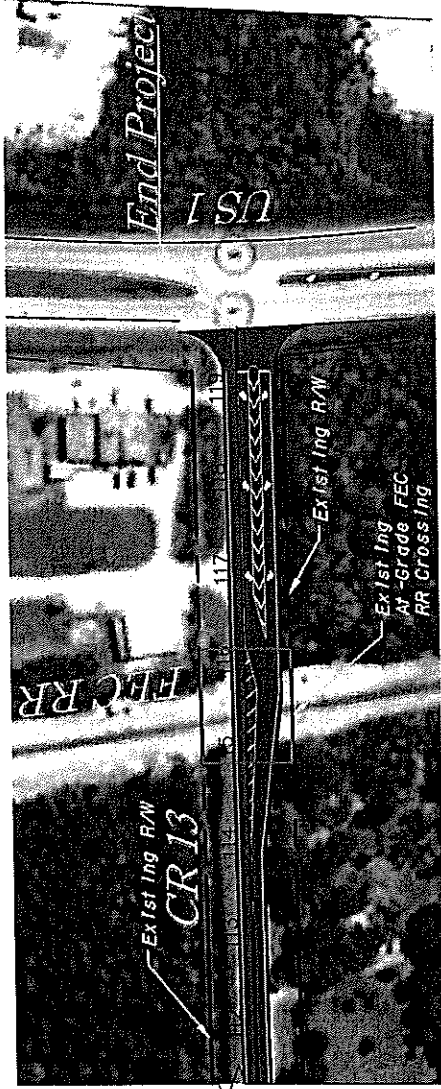
Notes: 1.) This plan is conceptual and represents the developer's pipeline improvements.  
 2.) The final alignment is subject to change pending right-of-way acquisitions.

DATE	REVISION	DESCRIPTION

Lexiplex Transportation Group, Inc.  
 Engineering and Planning  
 10110 E. Greenway  
 Suite 200  
 Fort Lauderdale, FL 33328  
 Phone: 954.571.1111  
 Fax: 954.571.1111

STATE OF FLORIDA  
 DEPARTMENT OF TRANSPORTATION  
 ROAD NO. \_\_\_\_\_ COUNTY \_\_\_\_\_  
 FLAGLER

IMPROVEMENTS TO CR 13  
 SHEET NO. 3



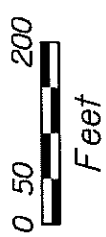
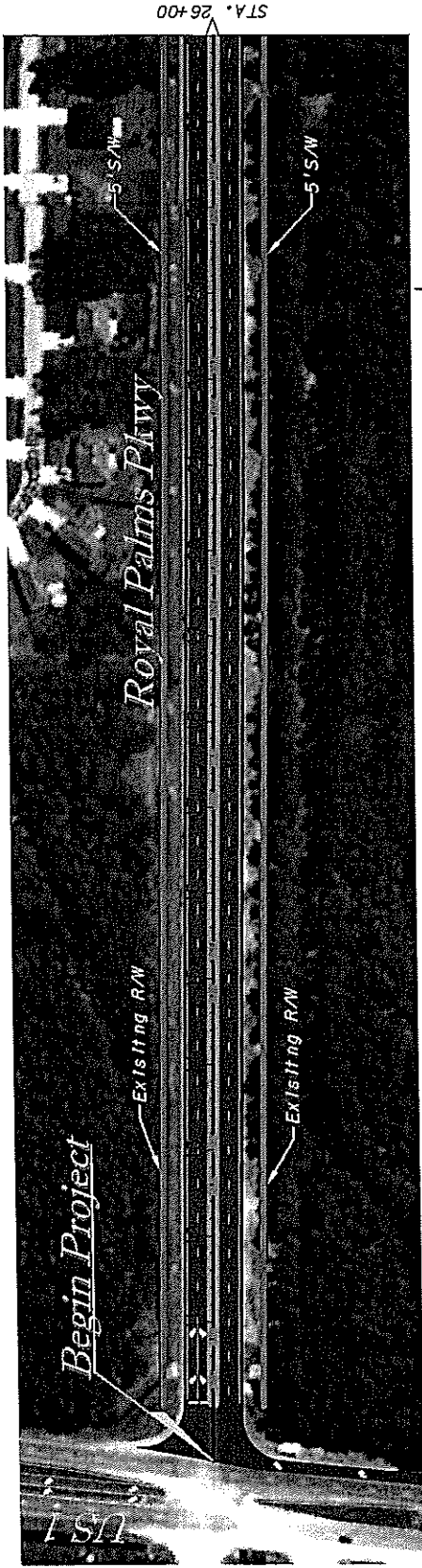
STA. 112+00

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

NO.	REVISION	DATE	DESCRIPTION

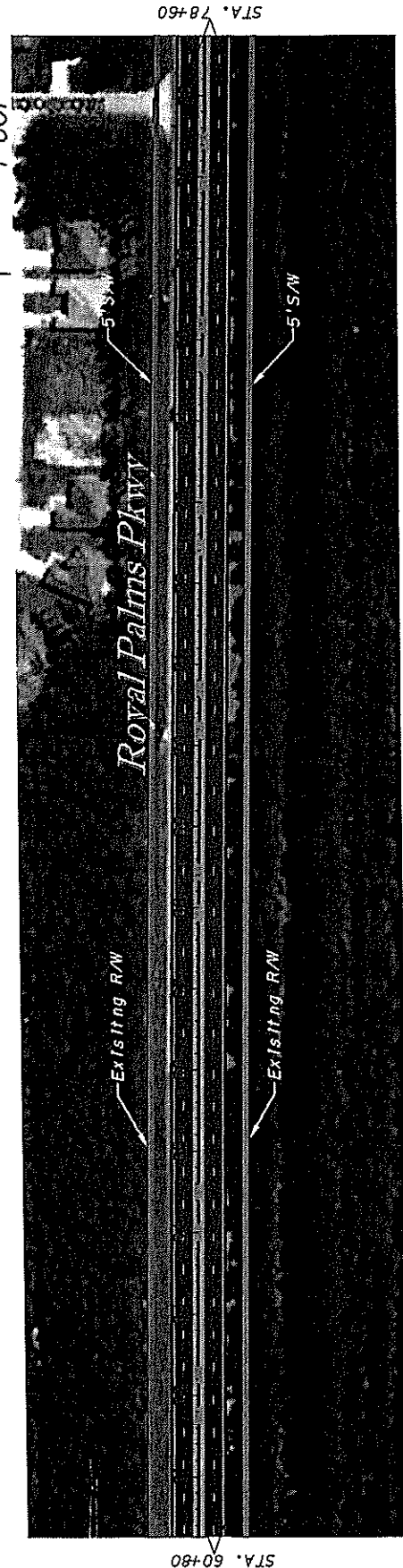
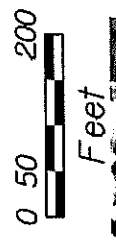
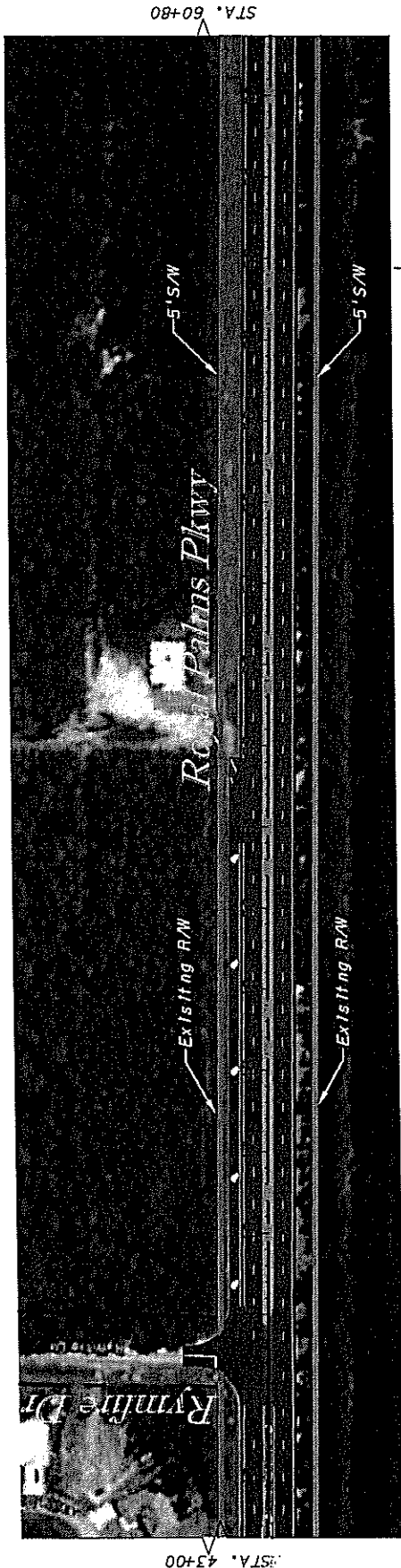
  

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ROAD NO. _____ COUNTY _____ FINANCIAL PROJECT ID _____		FLAGLER	SHEET NO. <b>4</b>
LEASIS Transportation Group, Inc. Engineering and Planning 1100 W. 1st Street, Suite 100 Palm Bay, FL 32909 P: 888.333.1111 F: 888.333.1111			
<b>IMPROVEMENTS TO CR 13</b>			



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		COUNTY		PROJECT		SHEET	
NO.	DATE	DESCRIPTION	ROAD NO.	COMMITTEE	FINANCIAL PROJECT ID	FLAGLER	IMPROVEMENTS TO		NO.		
							ROYAL PALMS PKWY		1		
Leslie Transportation Group, Inc. Engineering and Planning 10000 W. US HWY 1 SUITE 100 PALM BEACH, FL 33411 PH: 561-833-1111 FAX: 561-833-1111											

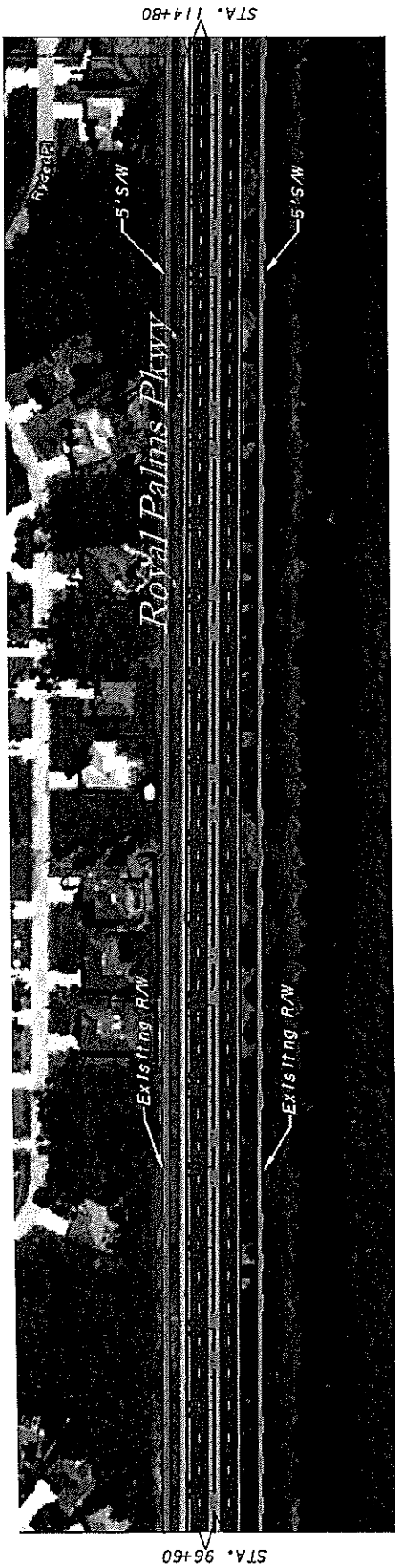
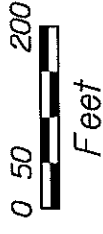
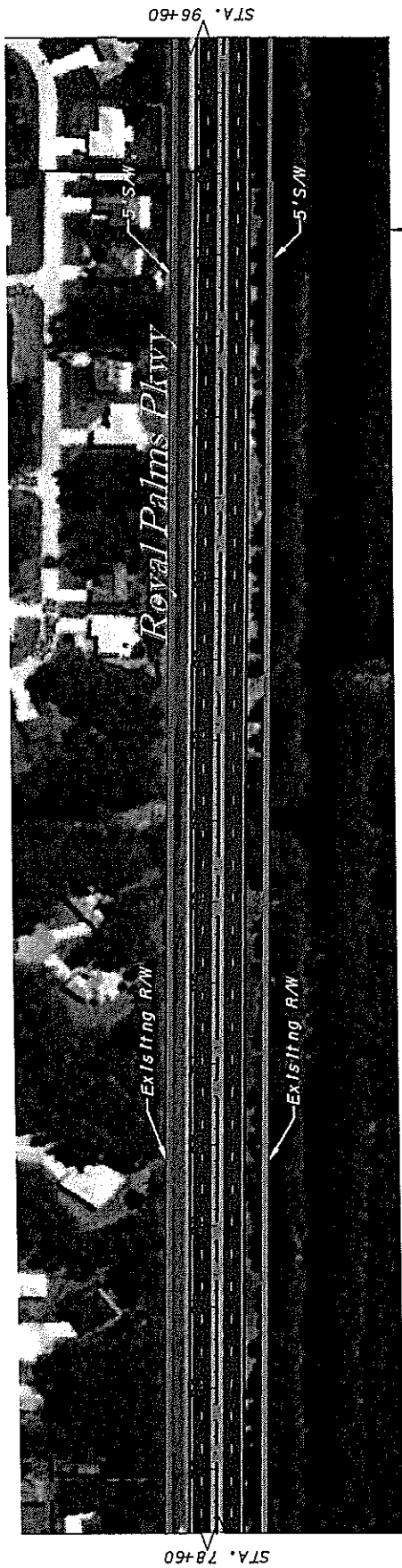


Notes: 1.) This plan is conceptual and represents the developer's pipeline improvements.  
 2.) The final alignment is subject to change pending right-of-way acquisitions.

REVISIONS		DESCRIPTION	DATE	BY	CHECKED	DATE	DESCRIPTION
NO.	DATE						

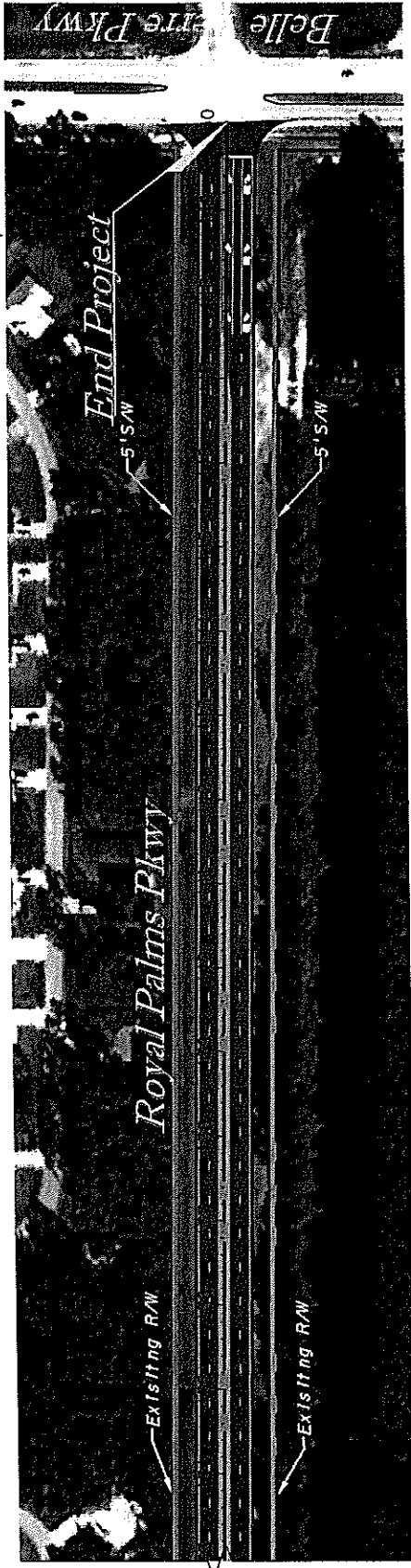
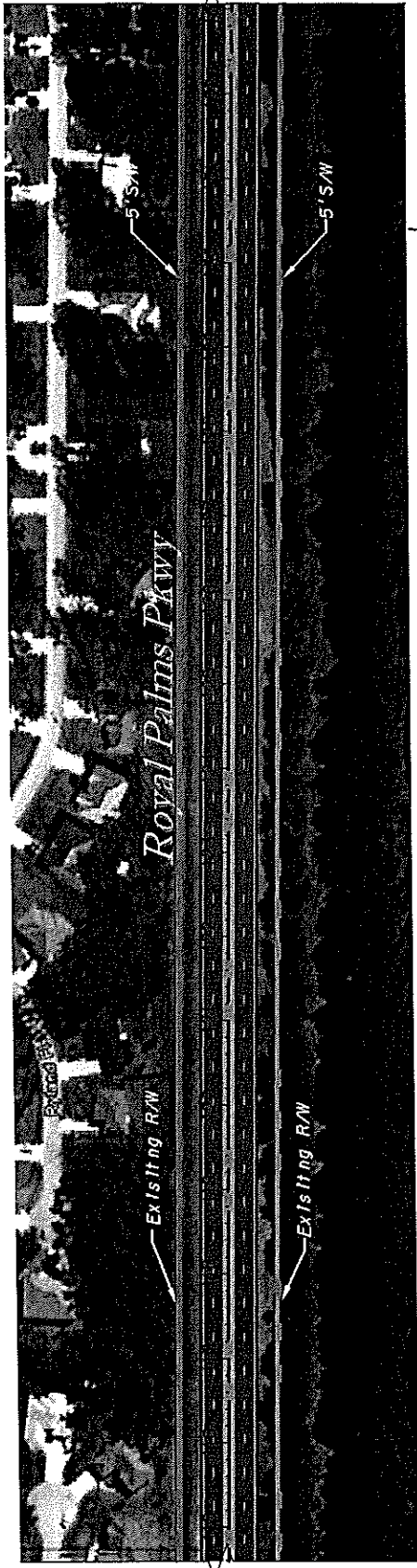
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ROAD NO. _____ COUNTY _____ FINANCIAL PROJECT ID _____		IMPROVEMENTS TO ROYAL PALMS PKWY	SHEET NO. 2
Laidlaw Transportation Group, Inc. Engineering and Planning 1111 W. US HWY 1 SUITE 200 TAMPA, FL 33606 TEL: 813-288-1111 FAX: 813-288-1111			



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.

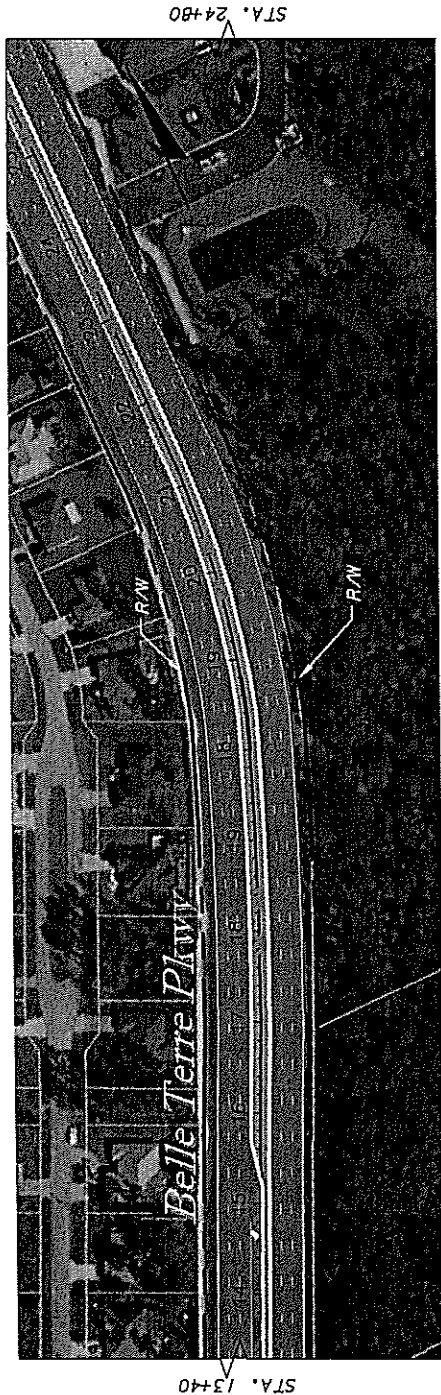
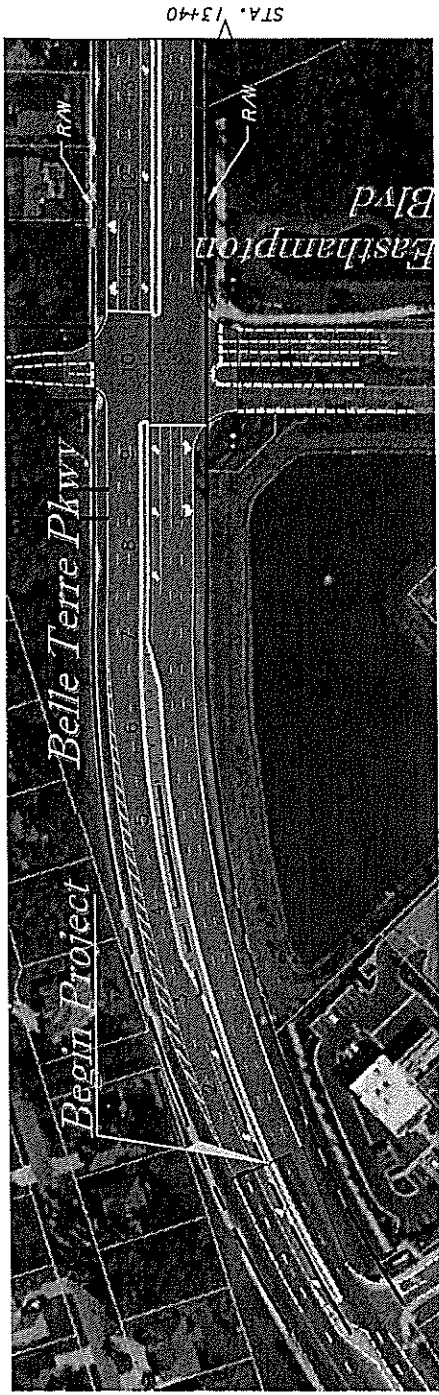
DATE	REVISIONS	DESCRIPTION

Leslie Transportation Group, Inc. Engineering and Planning 10000 W. US HWY 1 SUITE 100 DORSET, FLORIDA 32114 PH: 386-251-1100 FAX: 386-251-1101		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ROAD NO. _____ COUNTY _____ FINANCIAL PROJECT ID _____
IMPROVEMENTS TO ROYAL PALMS PKWY		FLAGLER
SHEET NO.		3



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.

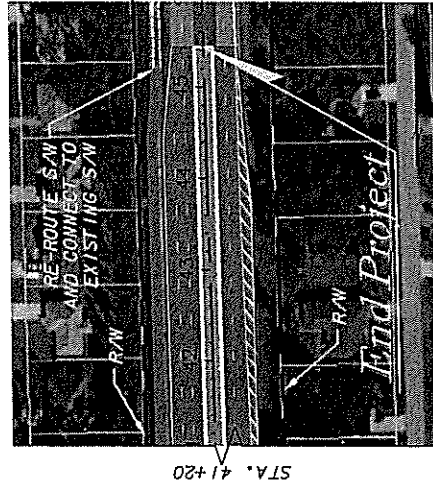
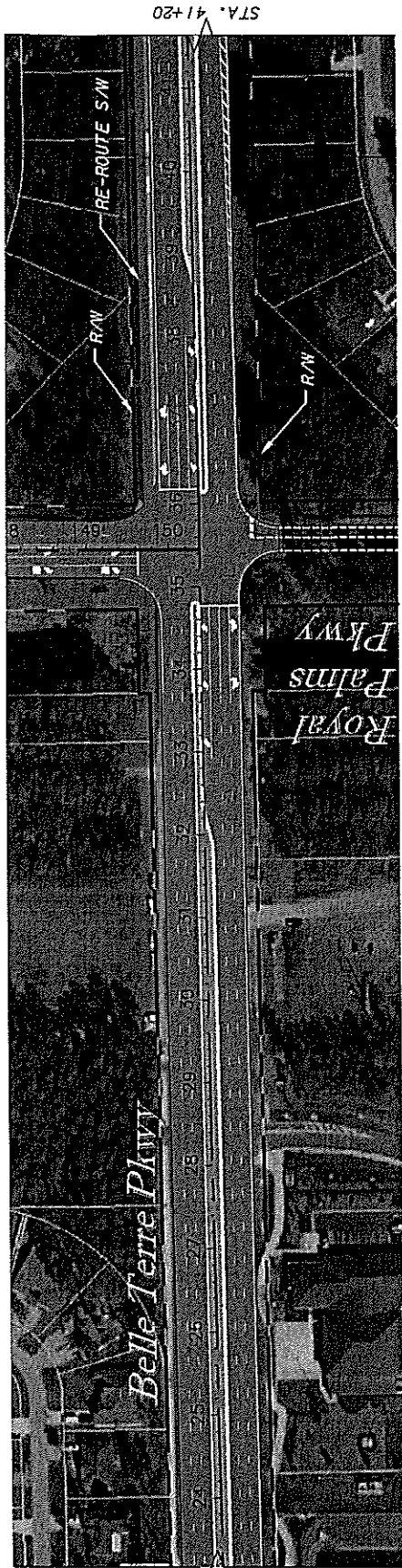
DATE	REVISION	REVISOR'S DATE	DESCRIPTION	LESSING SUSPENSION GROUP, INC. Engineering and Planning 111 W. Palm Beach Blvd. Suite 1114 Palm Beach, FL 33480 PH: 561-832-2211 FAX: 561-832-0788	ROAD NO. COUNTY FLAGLER	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FINANCIAL PROJECT ID	IMPROVEMENTS TO ROYAL PALMS PKWY	SHEET NO. 4



Notes: 1.) This plan is conceptual and represents the developer's pipeline improvements.  
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DATE	REVISIONS	DESCRIPTION	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION	ROAD NO.	COUNTY	FINANCIAL PROJECT ID	SHEET NO.
					FLAGLER		1
			IMPROVEMENTS TO				
			BELLE TERRE PKWY				

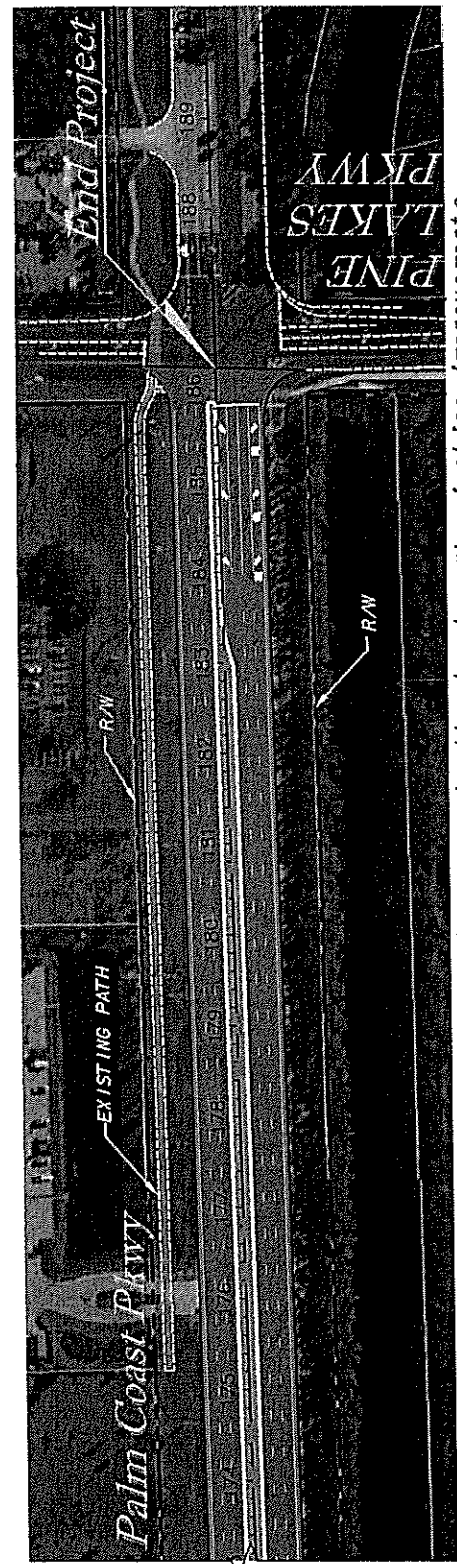
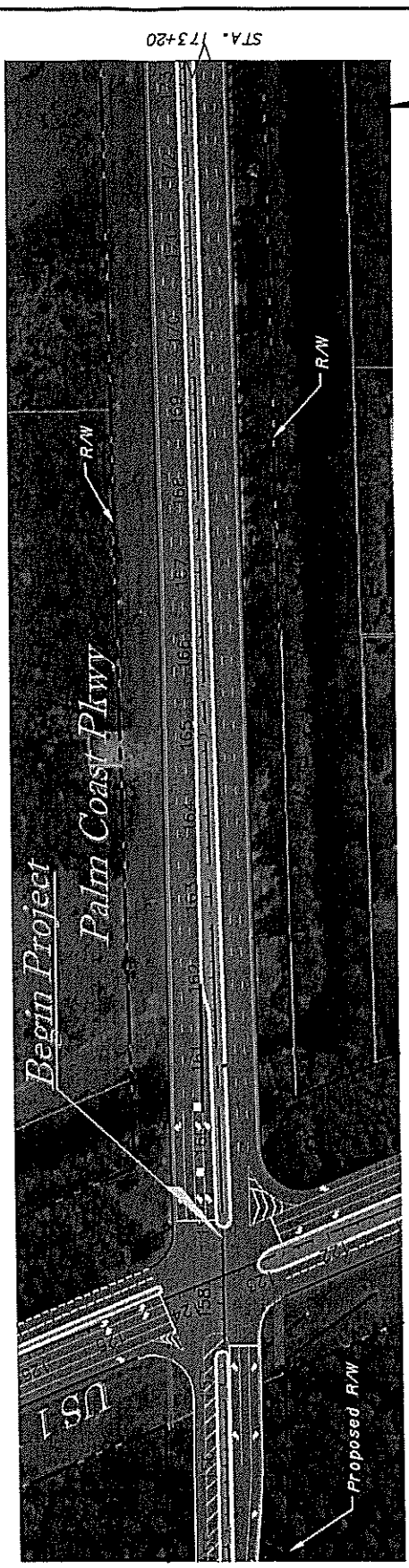
Landscape Transportation Group, Inc.  
 Engineering and Planning  
 1111 W. US HWY 1  
 DEERBELL, FL 32118  
 PH: 352-397-5111 FAX: 352-397-5199



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	REVISIONS	DATE	DESCRIPTION

Lestica Transportation Group, Inc. Engineering and Planning 1111 W. US HWY 1 DEERFIELD BEACH, FL 33442 PHONE: 561-893-3114 FAX: 561-893-3114 WWW.LESTICA.COM		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ROAD NO. _____ COUNTY _____ FLAGLER	IMPROVEMENTS TO BELLE TERRE PKWY	SHEET NO. 2
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Notes: 1.) This plan is conceptual and represents the developer's pipeline improvement s.  
 2.) The final alignment is subject to change pending right-of-way acquisitions.

DATE	REVISION	DESCRIPTION	REVISIONS	DATE	DESCRIPTION	STATE OF FLORIDA	SHEET NO.
						DEPARTMENT OF TRANSPORTATION	NO. 1
						COUNTY	FLAGLER
						FINANCIAL PROJECT #	
						IMPROVEMENTS TO	
						PALM COAST PKWY	
							1

Leslie Transportation Group, Inc.  
 Engineering and Planning  
 11100 W. US Highway 1  
 US Highway 1  
 Palm Beach Gardens, FL 33418  
 Phone: 561-991-1111  
 Fax: 561-991-1111

**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	P.M. Peak-Hour		Internal Capture	Daily			P.M. Peak-Hour				
					Rate	Directional %		Total	In		Out	Internal Trips	Daily Total	Internal Trips	Total	In	Out	
						In												Out
<b>Phase I</b>																		
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	
							<b>Totals:</b>	<b>36,404</b>	<b>3,437</b>	<b>1,809</b>	<b>1,628</b>	<b>24.0%</b>	<b>9,019</b>	<b>27,385</b>	<b>824</b>	<b>2,613</b>	<b>1,381</b>	<b>1,232</b>
<b>Phase II</b>																		
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	18.56	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	
							<b>Cumulative Totals:</b>	<b>64,950</b>	<b>6,259</b>	<b>3,181</b>	<b>3,078</b>	<b>24.1%</b>	<b>16,227</b>	<b>48,723</b>	<b>1,505</b>	<b>4,754</b>	<b>2,413</b>	<b>2,341</b>
<b>Phase III</b>																		
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	
							<b>Cumulative Totals:</b>	<b>98,047</b>	<b>9,457</b>	<b>4,628</b>	<b>4,829</b>	<b>24.0%</b>	<b>24,183</b>	<b>73,864</b>	<b>2,269</b>	<b>7,188</b>	<b>3,505</b>	<b>3,683</b>

**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 7<sup>th</sup> 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.

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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

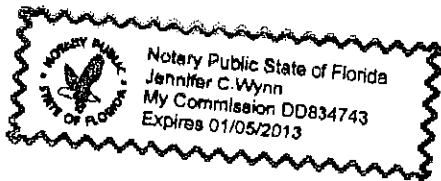
Jennifer Wynn  
Printed Name: Jennifer Wynn

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 1<sup>st</sup> 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 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: [Signature]  
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		Widening	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		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			
<b>Total Phase 1 State Roads</b>													<b>\$2,000,431</b>	<b>\$250,000</b>		

**Phase 2**

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	2022 P.M. Peak-Hour Directional Build-Out Traffic	Net External PHPD Project Trips	2022 P.M. Peak-Hour Directional Build-Out Traffic		Improved Service Volume	Prop Share %	Improvement Cost	Prop Share Cost	Value	Improvement	Payment / Construction
US 1	Broadway Avc to I-95 NB Ramps	4	D	1,960	97	1,566	103	2,793	6-Lane	2,790	12.41%	\$2,554,662	\$317,034	\$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	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 <sup>(1)</sup>	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			
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	\$6,158,226			
US 1	Palm Coast Pkwy to Hargrove Grade Rd	6	D	2,940	762	2,065	715	2,711	8-Lane	3,940	71.50%	\$2,281,921	\$1,631,573			
US 1 SR 100 <sup>(1)</sup>	Hargrove Grade Rd to Matanzas Woods Pkwy US 1 to N Palmetto St	4 2	D C	1,960 750	299 61	1,602 897	319 61	2,315 1,116	6-Lane 4-Lane	2,940 1,710	32.55% 6.35%	\$11,061,035 \$4,734,072	\$3,600,367 \$300,614			
<b>Total Phase 2 State Roads</b>													<b>\$15,461,481</b>	<b>\$7,000,000</b>		

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**

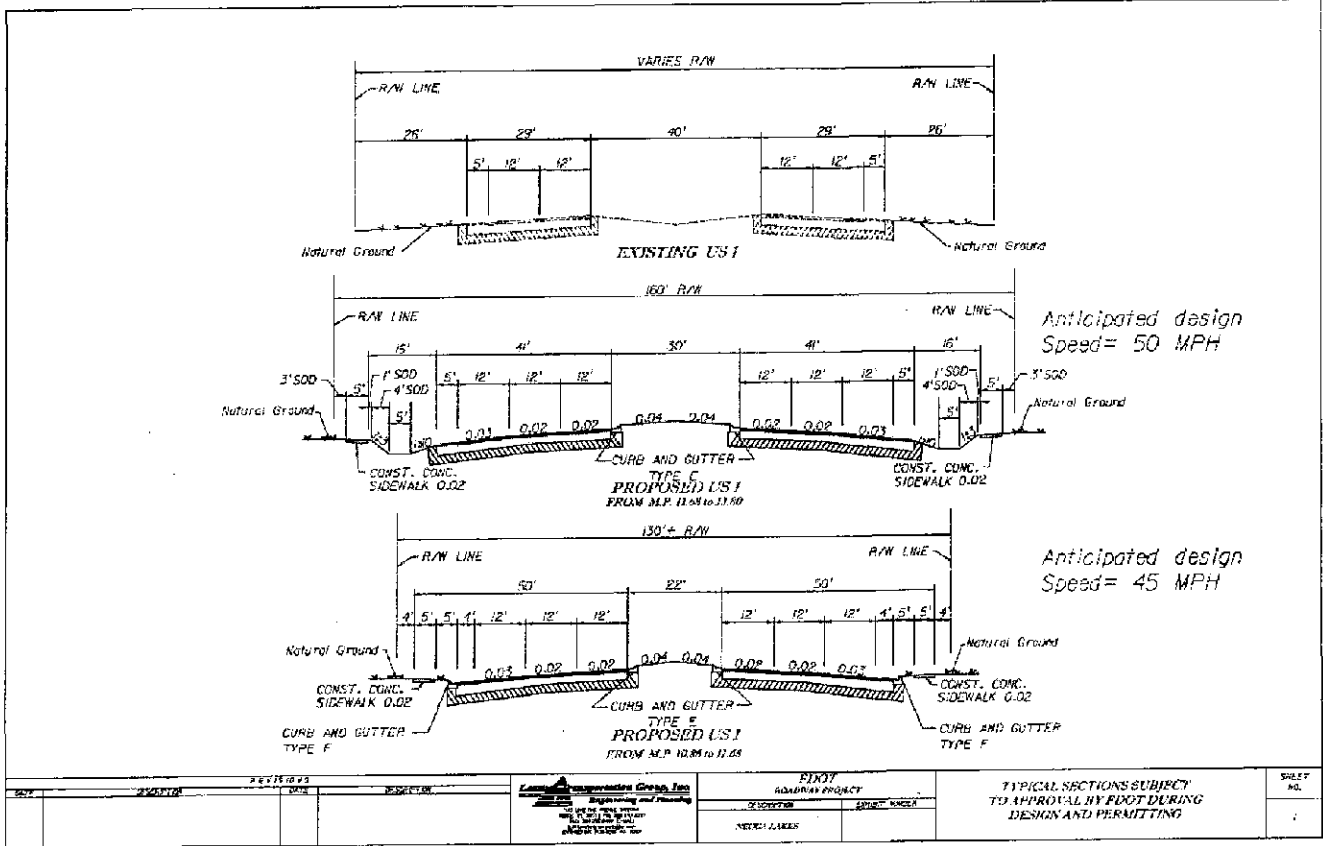
**Phase 3**

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 <sup>(1)</sup>	Broadway Ave to I-95 NB Ramps	4	D	1,960	59	1,716	48	3,030	6-Lane	2,790	5.78%	\$2,554,662	\$147,659				
US 1 <sup>(1)</sup>	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 <sup>(1)</sup>	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 <sup>(1)</sup>	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 <sup>(1)</sup>	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	\$2,820,452	\$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 <sup>(1)</sup>	Palm Coast Pkwy to Hargrove Grade Rd	6	D	2,940	178	2,598	256	3,513	8-Lane	3,940	25.60%	\$2,281,921	\$584,172				
US 1 <sup>(1)</sup>	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 <sup>(1)</sup>	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				
<b>Total Phase 3 State Roads</b>													<b>\$19,867,219</b>	<b>\$17,516,659</b>			

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.

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 1 of 6**



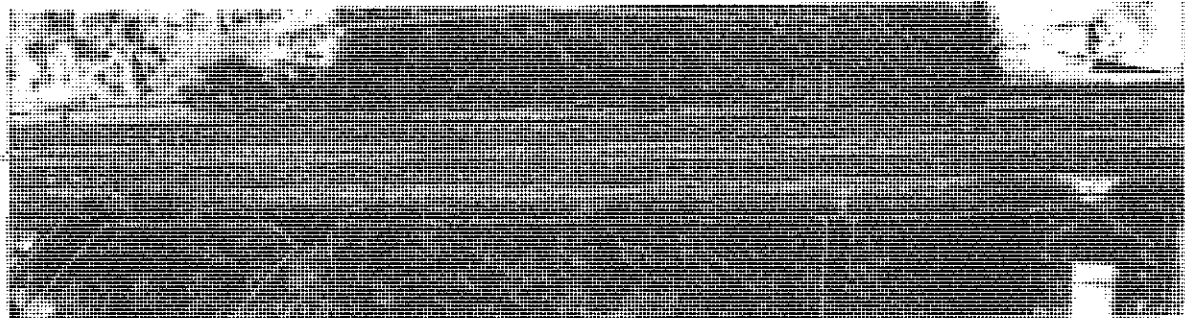
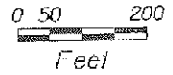
DATE	DESCRIPTION	<p>Landmark Engineering Group, Inc.          Engineering and Planning          1000 N. 10th Street          Suite 1000          Phoenix, AZ 85006</p>	PROJECT ADDRESS PROJECT OF SHEETS SHEET NUMBER NUMBER OF SHEETS	TYPICAL SECTIONS SUBJECT TO APPROVAL BY FDOT DURING DESIGN AND PERMITTING	SHEET NO. 1
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EXHIBIT "A-1"  
Page 2 of 6



STA. 40+40

\* Project may start at SR 160W/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.



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 NO. DATE BY DESCRIPTION			STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ROAD NO. 160W PROJECT NO. 160W-0001-01		SHEET NO. 1
			FLAGLER	IMPROVEMENTS TO US 1	

EXHIBIT "A-1"  
Page 3 of 6

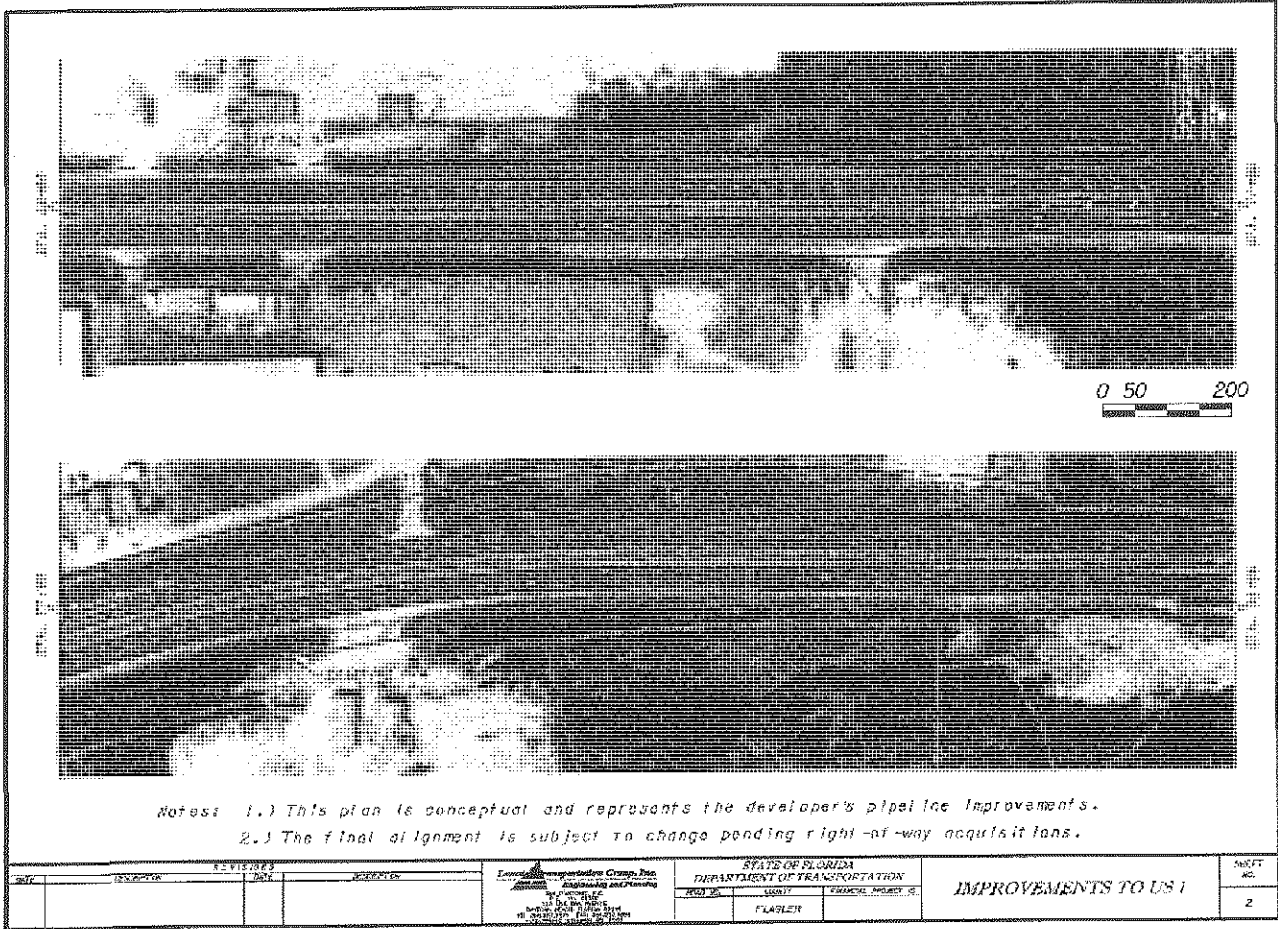
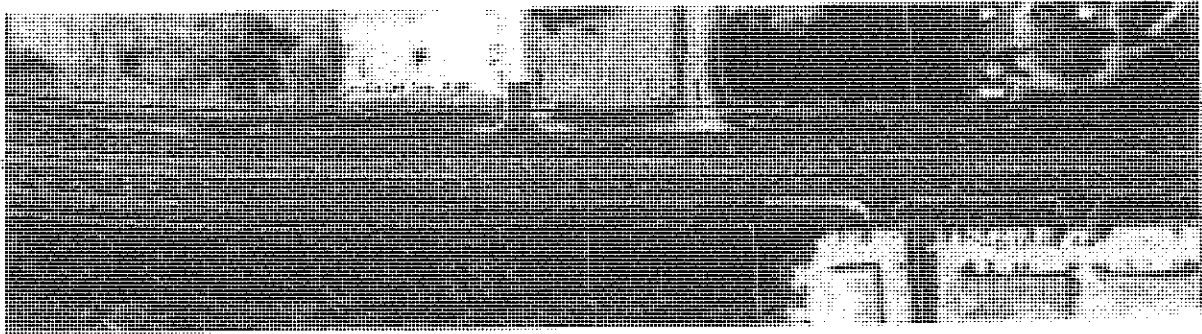
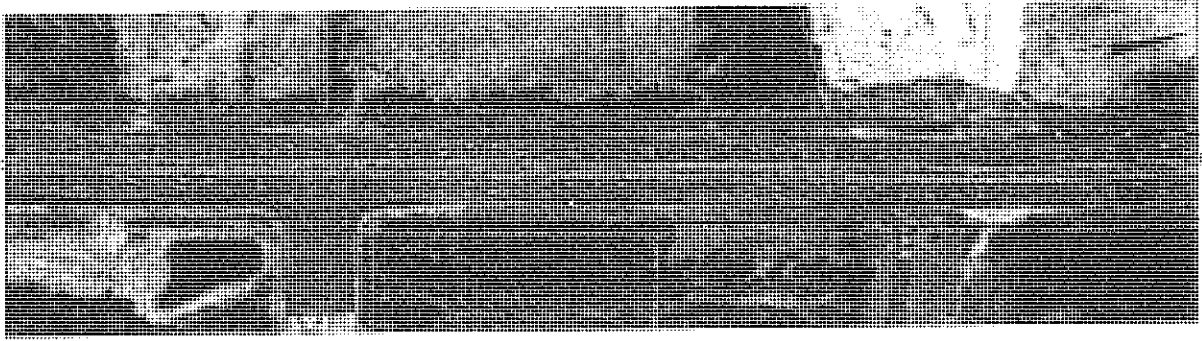


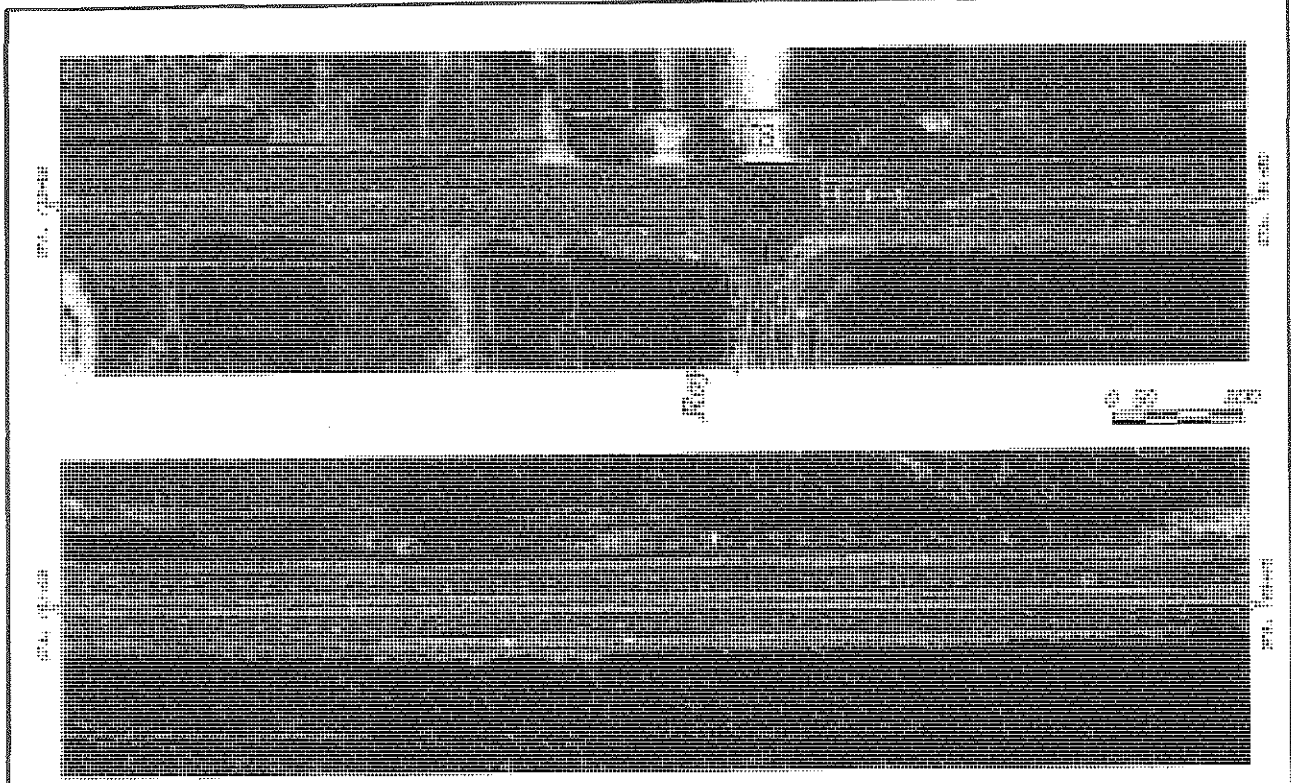
EXHIBIT "A-1"  
Page 4 of 6



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.

DATE		DESCRIPTION		APPROVED	DATE	 Lennar Construction Group, Inc. 10000 W. US Highway 1 Suite 100 Fort Myers, FL 33907 (813) 486-1000 www.lennar.com		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ROAD NO. 1500W FLAGLER		FINANCIAL PACKAGE IMPROVEMENTS TO US 1	SHEET NO. 5
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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.

REVISED		REVISION		Florida Department of Transportation Planning and Research 1111 North Florida Avenue Tallahassee, Florida 32304 Phone: 904/438-3111 Fax: 904/438-3112	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION DATE: _____ COUNTY: _____ PROJECT NUMBER: _____ FLABLER		IMPROVEMENTS TO US 1 SHEET NO. 4
DATE	BY	DESCRIPTION	BY				



**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	In		Out	Internal Trips	Daily Total	Internal Trips	Total	In	Out	
						In												Out
<b>Phase I</b>																		
Single-Family Residential	210	2,120 DU		6.14	0.77	63%	37%	17,265	1,641	1,034	607	14.5%	2,509	14,756	236	1,403	664	519
Shopping Center	820	100 ksf		67.91	6.36	49%	51%	6,791	636	512	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	52	446	103	343
Church	360	60 KSF		9.12	0.55	48%	52%	547	33	16	17	65.0%	356	191	21	12	6	6
<b>Totals:</b>								36,404	3,437	1,809	1,628	24.0%	9,019	27,385	824	2,613	1,381	1,232
<b>Phase II</b>																		
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	1,098	537	558	32.4%	6,030	5,474	374	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	115	53	60
Apartments	220	350 KSF		6.29	0.58	68%	32%	3,457	320	208	112	14.2%	491	2,966	45	273	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	360	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
<b>Cumulative Totals:</b>								64,950	6,259	3,181	3,078	24.1%	16,227	48,723	1,505	4,754	2,413	2,341
<b>Phase III</b>																		
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	53
Apartments	220	350 DU		6.29	0.58	68%	32%	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	45 KSF		68.93	1.20	31%	69%	2,757	48	15	33	12.5%	345	2,412	6	42	15	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	2.67	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	360	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
<b>Cumulative Totals:</b>								98,047	9,457	4,628	4,829	24.0%	24,183	73,864	2,269	7,158	3,505	3,683