

1 WHEREAS, the ADA was reviewed by the Northeast Florida
2 Regional Council ("NEFRC") as required by Section 380.06,
3 Florida Statutes, and the NEFRC recommended that the ADA be
4 approved, with conditions; and

5 WHEREAS, FLC and PCL provided complete copies of the ADA,
6 as amended by ADA First Sufficiency Response and ADA Second
7 Sufficiency Response to the Florida Department of Community
8 Affairs ("DCA"), NEFRC and the City; and

9 WHEREAS, the Palm Coast Park DRI is consistent with the
10 City's Comprehensive Plan; and

11 WHEREAS, pursuant to Section 380.06, Florida Statutes,
12 the City Council of the City ("City Council") heard at a
13 public hearing convened on December 7, 2004, the ADA for the
14 Palm Coast Park DRI and afforded the public and all affected
15 parties an opportunity to be heard and to present evidence;
16 and

17 WHEREAS, after such public hearing and in consideration
18 of the recommendations made and submitted to the City
19 Council, the City Council has made certain findings and
20 determinations; as more specifically set forth hereinafter;

21 WHEREAS, Resolution 2004-48 approving the Palm Coast Park
22 ADA and the Palm Coast Park DRI Development Order ("DO") were
23 recorded on December 10, 2004, in Official Records Book 1177,
24 Page 1796, of the Public Records of Flagler County, Florida;

25 WHEREAS, thereafter Resolution 2005-03 providing for
clarification of the DO was recorded on March 16, 2005, in

1 Official Records Book 1215, Page 1424, of the Public Records
2 of Flagler County, Florida;

3 WHEREAS, pursuant to Subsection 380.06(19), Florida
4 Statutes, by Resolution 2007-105 effective July 17, 2007,
5 Developer's Notification of a Proposed Change to a Previously
6 Approved Development of Regional Impact was approved and the
7 Amended and Restated Palm Coast Park DRI Development Order
8 (the "Amended and Restated DO") was recorded on July 23,
9 2007, in Official Records Book 1600, Page 49, of the Public
10 Records of Flagler County, Florida;

11 WHEREAS, on or about December 3, 2010, FLC and PCL
12 submitted to the City, the NEFRC and the DCA a Notification
13 of a Proposed Change to a Previously Approved Development of
14 Regional Impact ("NOPC");

15 WHEREAS, FLC transferred all of its title and ownership
16 to portions of the DRI Property to PCL by the Quit Claim
17 Deeds recorded on September 27, 2011 and September 30, 2011,
18 in Official Records Book 1834, Page 1991 (Corrected in
19 Official Records Book 1835, Page 908); Official Records Book
20 1834, Page 1993 and Official Records Book 1835, Page 905, all
21 of the Public Records of Flagler County, Florida.

22 WHEREAS, PCL will hereinafter be referred to as
23 "Developer".

24 WHEREAS, the City has reviewed the NOPC, held a public
25 hearing on October 4, 2011, and with the concurrence of the
NEFRC and DCA, has determined that the NOPC does not

1 constitute a substantial deviation to the previously approved
2 Palm Coast Park DRI.

3 WHEREAS, all of the modifications to the Amended and
4 Restated DO and clarification thereto, as set forth in the
5 NOPC, are incorporated into this Second Amended and Restated
6 DO.

7 WHEREAS, whenever an action or approval of the City is
8 referred to herein, except for actions relating to the City
9 Council, the action shall be taken by the City Manager, or
10 designee; and

11 WHEREAS, whenever an action, right or eligibility of the
12 Developer is referred to herein, the action may be taken by,
13 or the right or eligibility may belong to Palm Coast Park
14 Community Development District ("CDD") but all conditions,
15 covenants and agreements set forth in this Second Amended and
16 Restated DO are the obligation of the Developer.

17 WHEREAS, the Palm Coast Park DRI is a proposed mixed-use
18 development on approximately 4,677 acres located in the City
19 along both sides of US-1, generally between Palm Coast
20 Parkway to the south and Old Kings Road to the north; and

21 WHEREAS, all covenants and conditions set forth herein
22 are agreed to by the Developer and represent covenants which
23 touch and concern the subject DRI Property and run with the
24 land and are thereby binding upon the transferees, successors
25 and assigns of the Developer.

1 NOW, THEREFORE, BE IT HEREBY ORDERED AND RESOLVED by the
2 City Council, that based upon the following Findings of Fact
3 and Conclusions of Law, and the consent and agreement of the
4 Developer, and subject to the following terms and conditions,
5 the City Council hereby approves this Second Amended and
6 Restated DO, pursuant to the provisions of Section 380.06,
7 *Florida Statutes*, and other applicable State laws, and the
8 codes and ordinances of the City:

9 **PART I**

10 **FINDINGS OF FACT AND CONCLUSIONS OF LAW**

11 1. The above Recitals/Whereas clauses are hereby
12 adopted and incorporated into this Second Amended and
13 Restated DO.

14 2. The DRI Property is not in an area designated as an
15 Area of Critical State Concern pursuant to the provisions of
16 Section 380.05, *Florida Statutes*.

17 3. The Palm Coast Park DRI is consistent with the
18 State's Comprehensive Plan as set forth at Chapter 187,
19 *Florida Statutes*, and Rule 9J-5, *Florida Administrative Code*.

20 4. The Palm Coast Park DRI is consistent with the
21 Strategic Regional Policy Plan adopted by the NEFRC.

22 5. The Palm Coast Park DRI is consistent with the
23 City's Comprehensive Plan.

24 6. The Palm Coast Park DRI is consistent with the
25 Assessment Report and Recommendations of the NEFRC issued
pursuant to Section 380.06, *Florida Statutes*.

1 2. **Notice of this Development Order.** Notice of this
2 Second Amended and Restated DO and any subsequent amendment
3 hereto shall be recorded by Developer in accordance with the
4 provisions of Sections 28.222 and 380.06(15)(f), *Florida*
5 *Statutes*, with the Clerk of the Circuit Court of Flagler
6 County, Florida. Any subsequent owner/developer or assignee
7 from Developer shall be subject to the provisions contained
8 in this Second Amended and Restated DO. Any contract or
9 agreement for sale by Developer of all or any portion of the
10 Palm Coast Park DRI shall contain a legend substantially in
11 the following form clearly printed or stamped thereon.

12 THE PROPERTY DESCRIBED HEREIN IS PART OF THE
13 PALM COAST PARK DEVELOPMENT OF REGIONAL
14 IMPACT AND IS SUBJECT TO A DEVELOPMENT ORDER,
15 NOTICE OF WHICH IS RECORDED IN THE PUBLIC
16 RECORDS OF FLAGLER COUNTY, FLORIDA, WHICH
17 IMPOSES CONDITIONS, RESTRICTIONS AND
18 LIMITATIONS UPON THE USE AND DEVELOPMENT OF
19 THE SUBJECT PROPERTY WHICH ARE BINDING UPON
20 EACH SUCCESSOR AND ASSIGN OF PALM COAST LAND,
21 LLC. A COPY OF THE DEVELOPMENT ORDER MAY BE
22 REVIEWED AT THE DEVELOPMENT SERVICES
23 DEPARTMENT, CITY OF PALM COAST OR AT THE
24 OFFICES OF THE DEPARTMENT OF COMMUNITY
25 AFFAIRS, STATE OF FLORIDA, TALLAHASSEE,
 FLORIDA.

1 3. **Land Use Totals.** The Palm Coast Park DRI may be
2 developed up to, but not to exceed, the following:

<u>Land Use</u>	<u>Gross Bldg./Units or Area</u>	<u>Acreage *</u>
4 Residential	3,600/DUs	1,528 Acres
5 Office	800,000/SF	140 Acres
6 Commercial	1,500,000/SF	475 Acres
7 Industrial	800,000/SF	300 Acres
8 Institutional	100,000/SF	20 Acres
9 Common Area	--	2,214 Acres**

10 * The Palm Coast Park DRI is planned as an integrated mixed-use
11 development. As a result, land uses will be integrated, rather
12 than specifically assigned to designated areas. Consequently,
13 acreage is approximate for each land use category.

14 ** Common Area includes all open space, areas for preservation and
15 greenbelts that shall be available for the common use and
16 enjoyment of all Palm Coast Park DRI property owners and
17 visitors.

18 In addition to the above land uses, public schools,
19 fire and rescue stations and other public facilities that are
20 required by this Second Amended and Restated DO are allowable
21 uses within the Palm Coast Park DRI.

22 4. **Land Use Conversion Table.**

23 (a) Developer may increase certain land uses and
24 simultaneously decrease other land uses ("Land Use
25 Conversions") without filing a Notice of Proposed Change
provided that such changes are consistent with the
conversion table attached as **Exhibit "C"** hereto (the
"Conversion Table"), and provided that such changes do not
have a substantial adverse effect or impact on public
infrastructure facilities as determined by the City, and are

1 reported in the Monitoring Reports, as provided for in
2 Section 11 below.

3 Conversions (simultaneous increases and
4 decreases) of total land uses, as shown in Section 3 above,
5 shall be permitted, subject to the following conditions and
6 limitations:

7 • Approximate acreage for each land use
8 category shall not be altered as a result of any conversion.

9 • Conversions of up to 10% of any land use
10 (as measured by dwelling units or square feet) shall be an
11 entitlement of the Developer but shall require notice to the
12 City Manager as a tracking mechanism.

13 • Conversions of any non-residential land
14 use in excess of 10%, but in no event cumulatively more than
15 30%, or conversion of residential land use in excess of 10%,
16 but in no event cumulatively more than 600 dwelling units,
17 may occur, subject to City Council approval, to insure that
18 substantial and material adverse impacts on public
19 facilities do not occur as a result of the conversion.

20 At the time of election of a land use
21 conversion under the Conversion Table, Developer shall
22 notify the City, DCA and the NEFRC of the election and shall
23 provide the DCA, the City, and the NEFRC with cumulative
24 land use totals and remaining allowable quantities in the
25 next Monitoring Report.

1 (b) So long as the conversion is consistent with
 2 the criteria contained in the Conversion Table and no change
 3 is made to the Master Plan, no additional approvals shall be
 4 required for any land use conversion.

5 5. **Phasing, Buildout and Expiration.** The Palm Coast
 6 Park DRI shall be developed in three phases as shown on the
 7 following schedule:

Land Use	Phase 1		Phase 2		Phase 3		Total	
	Sq. ft.	Units	Sq. ft.	Units	Sq. ft.	Units	Sq. ft.	Units
Residential		1,800		1,800				3,600
Office	200,000		200,000		400,000		800,000	
Retail Commercial	300,000		400,000		800,000		1,500,000	
Industrial	200,000		200,000		400,000		800,000	
Institutional	40,000		40,000		20,000		100,000	

8 Notes: 1) The non-residential uses are stated in square feet of gross
 9 building area.
 10 2) These land uses shall be integrated into the Palm Coast Park
 11 Master Plan Development Zoning as shown on the Master Plan.
 12

13 During Phase 1, Developer shall construct or cause
 14 to be constructed, at a minimum, the major infrastructure
 15 improvements for Palm Coast Park DRI, consisting of the
 16 following:
 17

- 18 (a) Master water distribution system.
- 19 (b) Master sewage collection system.
- 20 (c) Master effluent transmission system.
- 21 (d) Master underground electric distribution system.
- 22 (e) US-1 frontage park, including, but not limited
 23 to, a multi-purpose trail system.
- 24 (f) Hewitt Sawmill Park improvements.
- 25

1 (g) As part of the major infrastructure improvements
2 for the Palm Coast Park DRI, Developer shall install, or
3 require other developers to install, conduit for fiber
4 optics, telephone and cable service. Title to all conduit
5 shall be dedicated or otherwise conveyed to the City.

6 Each phase shall last at least 5 years unless
7 extended pursuant to Section 380.06(19), *Florida Statutes*, or
8 unless Developer elects to accelerate the beginning date of a
9 subsequent phase, provided that all mitigation requirements
10 for the particular phase to be affected are met. The end
11 date of a phase shall not be affected by an acceleration of
12 the beginning date.

13 Unused development rights from a particular phase
14 shall carry over into the next phase until buildout.
15 Physical development shall commence no later than June 30,
16 2006.

17 Although the Palm Coast Park DRI is phased through
18 2029, buildout may not occur by that date. As a result, the
19 DRI termination date and the expiration date of this Order
20 are both established as of December 31, 2034.

21 6. **Effective Date.** This Second Amended and Restated DO
22 shall take effect upon transmittal to the DCA in accordance
23 with Rule 9J-2.025(5) *Florida Administrative Code* and
24 Subsection 380.07(2), *Florida Statutes*.

25 7. **Monitoring Official.** The City Manager or designee
shall be the local official responsible for monitoring the

1 Palm Coast Park DRI for compliance by Developer with this
2 Second Amended and Restated DO.

3 8. **Downzoning Protection.** The Palm Coast Park DRI, as
4 approved in this Second Amended and Restated DO, shall not be
5 subject to downzoning or reduction of land uses before
6 December 31, 2034, unless Developer consents to such change,
7 or the City demonstrates that substantial changes in the
8 conditions underlying the approval of this Second Amended and
9 Restated DO have occurred or that this Second Amended and
10 Restated DO was based on substantially inaccurate information
11 provided by Developer or that the changes are essential to
12 public health, safety and welfare.

13 9. **Election Regarding Environmental Rules.** Pursuant to
14 Section 380.06(5)(c), *Florida Statutes*, Developer has elected
15 to be bound by the rules adopted pursuant to Chapters 373 and
16 403, *Florida Statutes*, in effect as of the date of the DO,
17 including, but not limited to, the provisions of Section
18 373.414(13), *Florida Statutes*. Such rules shall be
19 applicable to all applications for permits pursuant to those
20 chapters which are necessary for and consistent with the
21 development authorized in this Second Amended and Restated
22 DO, except that a later adopted rule shall be applicable to
23 an application if:

24 (a) the later adopted rule is determined by the
25 adopting agency to be essential to the public health, safety
and welfare, or

1 (b) the later adopted rule is being adopted
2 pursuant to Section 403.061(27), *Florida Statutes*; or

3 (c) the later adopted rule is being adopted
4 pursuant to a subsequently enacted statutorily mandated
5 program; or

6 (d) the later adopted rule is mandated in order for
7 the State to maintain delegation of a Federal program; or

8 (e) the later adopted rule is required by State or
9 Federal law.

10 Further, to qualify for the benefits of this
11 provision, the application must be filed within 5 years from
12 the issuance of the DO and the permit shall not be effective
13 for more than 8 years from the effective date of the DO.
14 Nothing in this Section shall be construed to alter or change
15 any permitting agency's authority to approve permits or to
16 determine applicable criteria for longer periods of time.

17 **10. Level of Service Standards.** The Palm Coast Park DRI
18 shall be required to meet all level of service standards in
19 the City's Comprehensive Plan and all requirements of the
20 City's concurrency management system. However, pursuant to
21 Section 163.3180(12), *Florida Statutes*, if authorized by the
22 City's Comprehensive Plan, the Developer may satisfy the
23 transportation concurrency requirements by meeting the
24 transportation conditions contained in this Second Amended
25 and Restated DO and paying all City transportation impact
fees.

1 11. **Biennial Reporting.** A biennial monitoring report for
2 the Palm Coast Park DRI shall be prepared by Developer or its
3 successors or assigns and shall be submitted to NEFRC, DCA
4 and the City no later than June 30, 2006 and then biennially
5 thereafter until buildout (individually a "Monitoring Report"
6 and collectively the "Monitoring Reports"). The Monitoring
7 Reports shall be submitted consistent with the reporting
8 requirements adopted in Section 380.06(18), *Florida Statutes*,
9 as amended from time to time. Each Monitoring Report shall
10 include the following:

11 (a) A description of any changes made in the plan
12 of development, phasing, or in representations contained in
13 the ADA since the effective date of the DO, and any actions
14 taken by the City to address those changes. Copies of any
15 approvals taken to address changes, including copies of any
16 revised master plans not previously submitted, shall be
17 attached to each Monitoring Report.

18 (b) A summary comparison of development activity
19 proposed or conducted since the previous Monitoring Report
20 and activity projected for the period until submittal of the
21 next Monitoring Report. The summary shall include the
22 following: a description of site improvements, gross floor
23 area constructed by land use type, location, and phase, with
24 appropriate maps. A tabulation of the amount of acreage
25 developed in the reporting period shall be provided by land

1 use categories listed in Chapter 28-24, Florida
2 Administrative Code.

3 (c) An identification of the name(s) of the
4 purchaser(s) of any undeveloped tract(s) of the DRI Property,
5 including the location(s) and size of the tract(s) purchased,
6 and the amount of development rights allocated to the
7 purchaser(s), with map(s) which show the parcel(s) or sub-
8 parcel(s) acquired.

9 (d) A cumulative summary of all development that
10 has taken place within the Palm Coast Park DRI by the land
11 use categories shown on the Master Plan, including gross
12 floor areas constructed by land use type and location,
13 together with a cumulative summary of location, size
14 (acreage), development rights purchased (land use type and
15 square footage or units), and the name of the purchaser of
16 all parcels purchased within the Palm Coast Park DRI.

17 (e) To the extent known to Developer, a description
18 of any lands purchased or optioned within 1 mile of the
19 boundaries of the Palm Coast Park DRI by a person who has
20 acquired a fee simple or lesser interest in the Palm Coast
21 Park DRI subsequent to the effective date of the DO (but
22 excluding persons who have only acquired a leasehold interest
23 in lands or improvements within the Palm Coast Park DRI),
24 identifying such land, its size, and its intended use on a
25 site plan and map (to the extent feasible).

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

6 (g) A description of any moratorium or consent
7 order imposed by a regulatory agency on development within
8 the Palm Coast Park DRI, specifying the type of moratorium or
9 consent order, duration, cause, and remedy as well as
10 additional information regarding any "out of compliance"
11 status issued by the applicable regulatory authority.

12 (h) An analysis, including a letter from the
13 appropriate utility service provider, demonstrating that
14 there will be sufficient capacity of potable water,
15 wastewater, and solid waste facilities serving the Palm Coast
16 Park DRI for the anticipated development for the ensuing
17 reporting period.

18 (i) An assessment of Developer's or its successor's
19 compliance with conditions and commitments contained in this
20 Second Amended and Restated DO.

21 (j) A description of any change to the previously
22 reported stormwater plans and design criteria or planting,
23 monitoring, mitigation and maintenance programs.

24 (k) A description of any known incremental
25 applications for development approval or requests for a

1 substantial deviation that were filed in the reporting period
2 or to be filed during the next reporting period.

3 (l) A description of any change in local
4 governmental jurisdiction for any portion of the Palm Coast
5 Park DRI since the effective date of the DO.

6 (m) Traffic reports, which shall be submitted to
7 the Florida Department of Transportation ("FDOT") District
8 Urban Office in Orlando, as well as to the City of Palm Coast
9 Development Services Department, NEFRC, and DCA. The first
10 traffic report shall be due concurrently with the first
11 annual Monitoring Report and then biennially thereafter until
12 project buildout, unless otherwise specified by the NEFRC.
13 The following information shall be included:

14 (i) A description of current development by
15 land use, type, location, number of residential units and
16 amount of square footage of non-residential, along with the
17 proposed construction schedule for the ensuing 2 year period,
18 and appropriate maps.

19 (ii) Traffic counts, turning movements, and
20 actual levels of service for existing conditions and
21 projected for the ensuing 2 year period, including traffic
22 estimates for the following roads, including intersections.
23 Developer shall distinguish between project-related traffic
24 and total traffic volumes:

1 • US-1 from Palm Coast Parkway north to
2 the I-95/US-1 interchange

3 • I-95 from Palm Coast Parkway north to
4 the I-95/US-1 interchange

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

12 (iii) A description of any new and/or improved
13 roadways, traffic control devices or other transportation
14 facility improvements to be constructed or provided by
15 Developer or governmental entity to accommodate the total
16 existing and anticipated traffic demands.

17 (n) A statement certifying that the NEFRC, DCA, the
18 City, and all affected agencies have been sent copies of the
19 Monitoring Report in conformance with Subsections 380.06(15)
20 and (18), *Florida Statutes*. Developer shall ensure that
21 appropriate agencies receive a copy of each Monitoring
22 Report.

23 12. **Application for Proposed Changes.** Developer shall
24 submit simultaneously to the City, the NEFRC, and the DCA,
25 any applications for proposed changes to the Palm Coast Park

1 DRI and shall comply with the provisions of Section
2 380.06(19), *Florida Statutes*, concerning non-substantial
3 deviations.

4 13. **Limitations of Approval.** The approvals provided in
5 this Second Amended and Restated DO shall not be construed to
6 obviate the duty of Developer to comply with all other
7 applicable local or State permitting procedures.

8 14. **Notices.** Any and all notices required or allowed to
9 be given in accordance with this Second Amended and Restated
10 DO shall be mailed or delivered as follows:

11 **To Developer:** Palm Coast Land, LLC
12 145 City Place, Suite 300
13 Palm Coast, Florida 32164
14 Attn: President and Manager
15 Telephone: (386) 446-6226

16 **With a copy to:** RDL
17 P.O. Box 1077
18 660 6th Avenue
19 Windermere, Florida 34786
20 Attn: Bob Londeree
21 Telephone: (407) 876-4644

22 **To the City:** City of Palm Coast
23 160 Cypress Point Parkway
24 Suite B-106
25 Palm Coast, Florida 32164

1 Attn: City Manager

2 Telephone: (386) 986-3702

3 15. **Severability.** In the event any stipulation, or any
4 portion of any Section of this Second Amended and Restated DO
5 shall be declared invalid, illegal, or unconstitutional by a
6 court of competent jurisdiction, such adjudication shall in
7 no manner affect the approval granted herein, and other
8 stipulations, or the other provisions of the affected
9 stipulation, which shall remain in full force and effect as
10 if the stipulation or portion or Section thereof so declared
11 invalid, illegal, or unconstitutional, were not originally a
12 part hereof, provided, however, that if the result of the
13 severance of the stipulation or portion or Section results in
14 harm to the public health, safety or welfare; results in a
15 public harm; or substantially negates a public benefit or
16 imposes a public burden; then the provisions of this Second
17 Amended and Restated DO shall be deemed not severable and
18 this Second Amended and Restated DO shall be reformulated and
19 reconstituted by the City to address said matters.

20 16. **Rendition of Order to DCA.** Within 20 days of the
21 approval and execution of this Second Amended and Restated
22 DO, the City shall render a copy of this Second Amended and
23 Restated DO, with all attachments certified as complete and
24 accurate by certified mail, return receipt requested, to the
25 DCA, Bureau of Local Planning, the NEFRC, and the Developer.

1 17. Other General Conditions.

2 (a) Notwithstanding any provision contained in this
3 Second Amended and Restated DO to the contrary, the City
4 shall have no financial responsibility to contribute to or
5 participate in the funding, design, engineering, permitting,
6 and/or construction of improvements to State roads, County
7 roads, or roads constructed or to be constructed within the
8 DRI Property.

9 (b) Development of the DRI Property based upon this
10 Second Amended and Restated DO shall comply with all
11 applicable Federal, State and local laws, codes, ordinances,
12 rules and regulations which are hereby incorporated herein by
13 this reference.

14 (c) The Developer acknowledges that the
15 requirements and conditions of this Second Amended and
16 Restated DO as set forth herein result from the impacts of
17 development of the DRI Property on public facilities and
18 systems, are reasonably attributable to the development of
19 the DRI Property, are based upon comparable requirements and
20 commitments that the City or other agencies of government
21 would reasonably expect to require a developer to expend or
22 provide, and are consistent with sound and generally accepted
23 land use planning and development practices and principles.

24 (d) This Second Amended and Restated DO and its
25 terms and conditions and all of the promises, commitments,

1 obligations, covenants, liabilities, and responsibilities of
2 the Developer touch and concern the DRI Property and shall
3 continue to run with, follow and burden the DRI Property. To
4 this end, the promises, commitments, obligations, covenants,
5 liabilities, and responsibilities provided for herein shall
6 inure to the benefit of the City and shall operate as a
7 perpetual burden and servitude upon the DRI Property unless
8 released by the City by means of an appropriate recordable
9 instrument approved and executed by the City. The promises,
10 commitments, obligations, covenants, liabilities, and
11 responsibilities provided for herein shall be binding upon
12 the Developer and the Developer's heirs, transferees, assigns
13 and successors in interest (specifically including, but not
14 by way of limitation, building permit applicants and any
15 person or entity developing any part of the DRI Property) and
16 shall inure to the benefit of the City and its assigns and
17 successors in interest as to all parts and each part of the
18 DRI Property. The Developer shall pay any and all costs of
19 recording instruments in the public records of the County.

20 In addition to the foregoing general conditions, the
21 following specific conditions are included in this Second
22 Amended and Restated DO to mitigate identified regional
23 impacts.
24
25

1 PART III

2 SPECIFIC CONDITIONS TO THIS DEVELOPMENT ORDER

3 1. **Vegetation and Wildlife.**

4 (a) The Developer shall preserve at least 116 acres
5 of gopher tortoise habitat prior to commencing any
6 development activities on the DRI Property. Preservation
7 shall be accomplished as follows: (i) preserving the
8 44.66-acres shown as Tract C on **Second Revised Exhibit "D"**
9 hereto, through granting a perpetual conservation easement to
10 the Florida Fish and Wildlife Conservation Commission
11 ("FFWCC"), in a form acceptable to the FFWCC, within 1
12 calendar year from the effective date of the DO; and (ii)
13 preserving an additional 71.34-acres of gopher tortoise
14 habitat within 2 calendar years from the effective date of
15 the DO by either (1) contributing to the purchase of
16 preservation land by payment of a sum equal to \$5,859 per
17 acre, or the prevailing cost per acre in effect at the time
18 of the payment, whichever is greater, to the FFWCC Land
19 Acquisition Trust Fund, (2) preserving an appropriate number
20 of acres of habitat on site, agreeable to the FFWCC, or (3)
21 choosing a combination of items (1) or (2) that equal a total
22 of 71.34 acres of gopher tortoise habitat protection. Any
23 onsite habitat preserve shall encompass at least 25-acres of
24 contiguous gopher tortoise habitat and shall be acceptable to
25 the FFWCC. No construction shall commence on the DRI Property

1 until the Developer has protected at least 116-acres of
2 gopher tortoise habitat, obtained the necessary gopher
3 tortoise permit(s) from the FFWCC, and complied with all
4 permit conditions.

5 (b) Informational signs or posters shall be located
6 on active construction sites in areas that may contain
7 suitable habitat for the Indigo Snake. The Developer shall
8 develop an Eastern Indigo Snake Protection/Education Plan
9 (the "Snake Plan"). The Snake Plan shall meet the
10 requirements and standards set forth in the "Standard
11 Protection Measure For The Eastern Indigo Snake" provided on
12 Page 12-1 of the ADA Second Sufficiency Response, dated
13 February 20, 2004. The Snake Plan shall be provided to all
14 contractors performing work on the DRI Property.

15 (c) Should listed species be determined to reside
16 on, or otherwise be significantly dependent upon the Palm
17 Coast Park DRI property, the Developer shall cease all
18 development activities which might negatively affect that
19 individual or population. The DRI Property shall be
20 developed in full compliance with all applicable laws, rules
21 and regulations. The Developer shall provide proper
22 protection to the satisfaction of all agencies with
23 jurisdiction over the matter.

1 2. **Wetlands.**

2 (a) Development of the Palm Coast Park DRI shall not
3 impact more than 185 acres of wetlands on the DRI Property.

4 (b) Upland buffers adjacent to wetlands shall be
5 established on the DRI Property that are consistent with the
6 City's Land Development Code. At a minimum, the buffers
7 shall include the following:

8 (i) A 25' average width upland buffer around
9 all protected or enhanced wetlands.

10 (ii) To reduce erosion, all swales and drainage
11 ways constructed by the Developer shall be vegetated or
12 sodded. The inside detention slopes for stormwater ponds
13 shall be sodded. The berm and outside slopes for stormwater
14 ponds shall be hydroseeded. All slopes steeper than 3:1
15 (horizontal:vertical) shall be sodded. Only those areas
16 needed for development may be cleared. All cleared
17 development areas shall be hydroseeded or seeded and mulched
18 immediately. All areas which are covered with vegetation or
19 sod or which are seeded and mulched or hydroseeded shall be
20 maintained after construction.

21 (iii) Sedimentation of wetlands shall be
22 prevented through adherence to the erosion and sediment
23 control plan submitted as part of the stormwater permit.

24 (iv) Wildfire mitigation management practices
25 will be routinely implemented on all vacant property within

1 the DRI boundaries, specifically in the vegetation areas
2 shown as scrub and brushland, pine flatwoods, coniferous
3 plantations and forest regeneration areas. Mitigation shall
4 include, but is not limited to controlled burning, mechanical
5 mowing or chopping, tree thinning and animal grazing. The
6 Developer shall implement these practices on normal cycle for
7 this work which is approximately three to five years

8 (c) The Developer shall record conservation
9 easements in favor of the St. Johns River Water Management
10 District ("SJRWMD") and the City covering the preserved
11 wetlands on-site. The conservation easements shall be
12 recorded upon recordation of a plat containing the wetlands
13 or upland buffer areas.

14 Should silviculture operations continue prior to
15 the commencement of individual site development, silviculture
16 activities shall be prohibited in that portion of the DRI
17 Property that consists of wetland areas to be preserved and
18 those areas adjacent to wetlands that will be used as buffers
19 to the wetland areas.

20 (d) The Developer shall perform field verification
21 of wetland boundaries associated with Conservation FLUM areas
22 which shall be provided to the City in electronic format.
23 After field verification, the delineated Conservation FLUM
24 areas shall be preserved, except where they are crossed by
25

1 road rights-of-way or easements or rights-of-way for other
2 public facilities.

3 (e) The Developer shall promptly provide to the City a
4 copy of all Federal and State environmental permits prior to
5 construction activities being undertaken. The Developer or
6 its assigns shall be required to comply with all terms and
7 conditions of all such permits. No wetland impacts shall
8 occur without acquiring all necessary State and Federal
9 permits and approvals by the City.

10 **3. Floodplains.**

11 (a) All structures shall have a finished floor
12 elevation a minimum of 1-foot above the FEMA 100-year
13 floodplain. All structures shall also have a finished floor
14 elevation a minimum of 1 foot above the center line of the
15 adjacent roadway. The City Engineer may waive the foregoing
16 requirements provided a site grading plan is submitted
17 demonstrating sufficient treatment storage is provided and
18 adequate conveyance will prevent flooding of structures during
19 the 100-year event. All roadways shall be constructed at or
20 above the FEMA 100-year floodplain. The 10-year frequency
21 storm shall be used to calculate the design hydraulic gradient
22 line for local roadways. The maximum hydraulic gradient line
23 for roadways shall be no higher than 6-inches below the edge
24 of pavement.

1 (b) All roads constructed within the Palm Coast Park
2 DRI shall be designed in accordance with criteria of FDOT or
3 the City, as applicable.

4 **4. Water Supply.**

5 (a) A distribution system for reuse (non-potable
6 water) shall be installed concurrent with development of the
7 Palm Coast Park DRI (residential and non-residential). The
8 non-potable distribution system shall be developed parallel to
9 the potable system for all land uses for utilization when
10 reuse water is available. Depending on design requirements
11 and location within the DRI Property, the non-potable
12 distribution system may include or consist of direct pumping
13 from ponds and lakes, as the means for providing non-potable
14 water for irrigation.

15 To the maximum extent feasible, reclaimed water
16 shall be the primary source of water to meet irrigation
17 demand, with surface water from the stormwater management
18 system acting as back up source to meet additional irrigation
19 requirements.

20 (b) The Developer shall undertake 2 demonstration
21 projects, 1 residential and 1 non-residential, which implement
22 and exhibit water-wise landscaping principals which
23 incorporate drought-tolerant or native vegetation. The non-
24 residential demonstration project may be undertaken on a
25 1-acre site within the frontage park along US-1.

1 (c) Water conservation strategies, including
2 Xeriscape landscape techniques and low flow plumbing fixtures
3 shall be incorporated into the construction, operation, and
4 maintenance phases of the Palm Coast Park DRI, and shall be
5 included in the covenants and deed restrictions. The
6 conservation strategies shall include the following
7 conditions:

8 (i) Within common areas, commercial areas and
9 multi-family residential complexes, 50% of planted vegetation,
10 by aerial extent, shall consist of native, drought-tolerant or
11 Xeriscape vegetation in all landscaped areas. Landscaped
12 areas are defined as any pervious area that will be altered
13 due to development. Wetlands, wetland buffers, vegetative
14 buffers between land uses, stormwater systems and required
15 preservation areas are not included as landscaped areas.
16 Native or drought-tolerant plants include those in the
17 SJRWMD's *Waterwise Florida Landscapes*, the Florida Native
18 Plant Society's list of native landscape plants for Flagler
19 County, *A Gardner's Guide to Florida's Native Plants* (Osorio
20 2001), or comparable guidelines prepared by the Florida
21 Department of Agriculture and Consumer Services, SJRWMD,
22 FFWCC, or FDEP.

23 (ii) The Developer shall include information on
24 Xeriscape and/or native vegetation and/or drought-tolerant
25 vegetation (SJRWMD Xeriscape Plant Guide), water conservation

1 guides & IFAS's Xeriscape plant guides and IFAS Cooperative
2 Extension Services' "Florida Yards and Neighborhoods"
3 materials in design guidelines.

4 (iii) Fertilizer used within the Project shall
5 contain at least 70% organic or slow release ingredients, with
6 the exception of limited special purpose fertilizer
7 applications as appropriate.

8 (iv) A comprehensive water conservation plan
9 shall be developed and implemented which addresses:

10 • Specific percentage of water
11 wise/native vegetation required throughout the DRI Property.

12 • Limits on turf areas.

13 • Use of water-saving fixtures.

14 • Sub-metering multi-family units.

15 • Use of non-potable water for outside
16 irrigation.

17 • Use of rain-sensing sprinklers.

18 • Distribution of water conservation
19 literature to residents and tenants.

20 (v) The Developer shall ensure compliance with
21 conditions (c)(i) through (c)(iv) of this Second Amended and
22 Restated DO; provided, however, that such obligations may be
23 assigned to other parties by the Developer with the consent of
24 the City. The Developer, homeowner's association or CDD, shall
25 implement a customer and employee water conservation education

1 program as specified in Section 12.2.5.1(e) of the SJRWMD
2 Consumptive Use Permitting Applicant's Handbook. The
3 curriculum of the education program shall be supplied with the
4 first Monitoring Report and each subsequent Monitoring Report
5 until build-out. This condition may be satisfied by the City
6 with approval from the SJRWMD.

7 (d) Easements for adequate accessibility to and from
8 existing and proposed wellheads shall be established within 1
9 year for each wellhead on the DRI property in order that
10 construction, maintenance, and other necessary activities to
11 facilitate the production of potable water is achieved. All
12 easements shall be in a form approved by the City. Developer
13 or any successors in interest shall have the right from time
14 to time to relocate any easements that provide accessibility
15 to and from any existing or proposed wellhead to another
16 location, provided, however, that (i) any such relocation of
17 an easement shall not unreasonably interfere with the City's
18 non-exclusive right to utilize the easement, as relocated, for
19 access to and from the wellhead; (ii) such relocation of the
20 easement shall result in the City's right to and enjoyment of
21 a means of an access to and from the wellhead which is
22 substantially similar to the means of access which the City
23 possessed and enjoyed prior to such alteration or relocation
24 of the easement; (iii) the Developer shall bear the cost of
25 relocating any roadways, power lines or other facilities

1 serving the well site which are moved as a result of the
2 relocation of any easement; and (iv) relocation of roadways,
3 power lines and other facilities serving a well site shall be
4 accomplished in a manner that does not cause disruption to the
5 production of any existing well or result in degradation,
6 alteration or loss of production of potable water.

7 (e) Within 1 year from the effective date of the DO,
8 a linear easement shall be established that parallels the
9 boundary of the DRI Property abutting the Florida East Coast
10 railroad right-of-way. The easement shall be 65 feet in
11 width, a portion of which shall also be subject to an easement
12 in favor of Florida Power & Light for an electric transmission
13 line. The easement shall provide ingress/egress to access well
14 sites and provide full eastern access along the rail system
15 for emergency vehicles should a train derailment occur. The
16 easement shall be in a form approved by the City.

17 **5. Groundwater Protection.**

18 (a) A buffer zone with a 500-foot radius shall be
19 established around each existing and proposed wellhead where
20 no construction activities involving hazardous materials shall
21 be conducted and no hazardous material and/or waste generation
22 facilities may be constructed. Direct stormwater runoff shall
23 be diverted away from these buffer areas to stormwater
24 treatment ponds which shall be located outside of the
25 protection zone.

1 (b) Use of Floridan Aquifer, intermediate (confined
2 surficial), and surficial aquifer wells, that do not fall
3 within the SJRWMD's specific consumptive use permitting
4 requirements (less than 6 inches in diameter), are prohibited
5 on the Palm Coast Park DRI property, unless approved by the
6 City and applicable regulatory agencies, with the exception of
7 Tract 5C as shown on **Second Revised Exhibit "D"** hereto,
8 provided that the wells are approved by the applicable
9 regulatory authorities. This prohibition, as with all other
10 provisions of this Second Amended and Restated DO, shall act
11 as a deed restriction to the DRI Property.

12 (c) Any abandoned wells discovered prior to or
13 during development shall be properly plugged and abandoned in
14 accordance with SJRWMD's rules.

15 (d) The following best management practices shall
16 apply to geotechnical borings:

17 (i) All borings deeper than 20 feet shall be
18 neat cement grouted to the surface to prevent downward
19 migration of surface and subsurface contaminants along the
20 borehole to the shallow intermediate or Floridan Aquifer.

21 (ii) All borings less than 20 feet deep shall be
22 backfilled with the original drilled soil to the surface to
23 prevent the creation of a sump. Where the boring is advanced
24 through asphalt or concrete it shall be patched at the surface
25 with a similar impervious material.

1 (iii) If contamination is detected in any
2 geotechnical boring, the contaminated soil shall not be used
3 as replacement material and the horizontal and vertical extent
4 of the contamination shall be assessed and reported to the
5 City and the appropriate regulatory authority.

6 (e) Any discharge of a regulated substance at
7 regulatory reporting thresholds shall be reported immediately
8 by the facility owner, operator, or responsible party to the
9 City. Such notification shall in no way alleviate the owner,
10 operator, or responsible party from other City, State, and
11 Federal reporting obligations as required by law. All
12 facilities with discharges of any quantity of a regulated
13 substance shall be remediated so that contamination of soil,
14 surface water, or groundwater is brought into compliance with
15 State, local, and/or Federal standards. Clean-up activities
16 shall begin concurrent with or immediately following emergency
17 response activities. This prohibition shall act as a deed
18 restriction within the Palm Coast Park DRI Property.

19 (f) Whenever it is determined by the City or
20 authorized regulatory agency that a discharge of regulated
21 substances is resulting in imminent threat of contamination of
22 groundwater or danger to life or property from the
23 contamination of groundwater, the Developer shall require
24 immediate corrective action as required by the City. The
25 Developer hereby grants to the City the right of entry into

1 the DRI Property and the right to take clean-up activities
2 necessary to protect the public health, safety and welfare and
3 to pass on the cost of clean up activities to the responsible
4 party. Initiation of any required clean-up activities as
5 directed by the City shall commence within 24 hours and shall
6 be completed within the time specified by the City or other
7 regulatory authority. If immediate corrective measures are
8 not taken and there is immediate threat to the City's potable
9 water resources, danger or hardship to the public, the City
10 may enter upon lands, take corrective actions, and place a
11 lien on the real property of such person(s) to recover the
12 costs of the corrective measures. This prohibition, as with
13 all other provisions of this Second Amended and Restated DO,
14 shall act as a deed restriction within the DRI Property.

15 **6. Wastewater Management.**

16 (a) Development within Palm Coast Park DRI shall
17 occur concurrent with the provision of adequate central sewer
18 service meeting the adopted level of service of the City's
19 Comprehensive Plan.

20 (b) Onsite Wastewater Treatment Systems (septic
21 systems) may be allowed for single family residential areas
22 with lot sizes that contain a minimum of 1-acre of contiguous
23 uplands but only in the area designated as Tract 5C on **Second**
24 **Revised Exhibit "D"** hereto; provided, however, that all septic
25 systems must be approved by the appropriate regulatory

1 authority to ensure that ground or surface waters will not be
2 negatively impacted. The City, through coordination with the
3 Flagler County Health Department, may require aerobic
4 treatment units adjacent to lands that the City deems as
5 environmentally sensitive. Temporary above-ground tanks may
6 be used to provide sewage service to construction and
7 marketing trailers until central sewer lines are installed.

8 (c) The Developer shall identify a minimum 30-acre
9 site acceptable to the City for the purpose of locating new
10 water and wastewater utility plants. The site shall be
11 dedicated to the City within 60 days of the effective date of
12 the DO in a form acceptable to the City. Simultaneously with
13 the conveyance of title to the site for the water and
14 wastewater utility plants, the City shall release its option
15 to purchase a well site that is known as the SW-108 Well Site
16 and its option to purchase a water plant site along US-1.

17 **7. Stormwater Management.**

18 (a) A stormwater pollution prevention construction
19 operating plan ("SWPPP") shall be attached to and incorporated
20 into the construction and permit documents for all projects
21 constructed within the Palm Coast Park DRI that require a
22 general or individual SJRWMD permit. The SWPPP shall be
23 implemented upon initiation of construction activities. The
24 SWPPP shall be similar to the SWPPP provided in **Exhibit "E"**
25 hereto, but may be modified to accommodate the specific

1 construction project and site. Appropriate maintenance
2 personnel shall be required to attend the Florida Stormwater,
3 Erosion and Sedimentation Control Training and Certification
4 Course for Contractors and Inspectors.

5 (b) A Water Quality Monitoring Plan ("WQ Monitoring
6 Plan") shall be developed by the Developer for review and
7 approval of FDEP. The WQ Monitoring Plan shall include water
8 quality monitoring stations, all of which shall be approved by
9 FDEP. There shall be 2 baseline-sampling events (1 wet and 1
10 dry) completed prior to initiation of development activities
11 on the DRI Property. When approved, the WQ Monitoring Plan
12 shall be automatically incorporated into this Second Amended
13 and Restated DO.

14 (c) If a golf course is developed on the DRI
15 Property, the following shall be required:

16 (i) Implementation of a Pesticide/Nutrient
17 Management Plan, with a City approved entity identified and
18 appointed to oversee the process. The plan that is adopted
19 and the name of the entity that was appointed to oversee the
20 process shall be provided to the City and the FDEP.

21 (ii) Development and implementation of golf
22 course best management practices from the following
23 publications:

24 • Best Management Practices for Golf
25 Course Maintenance Department.

1 required) providing direct access to Palm Coast Park DRI as
2 well as the conveyance of additional necessary rights-of-way.

3 (d) Prior to the end of Phase 1 or 2019, whichever
4 is sooner, an Interchange Justification Report ("IJR") shall
5 be completed by the Developer in cooperation with the FDOT
6 (District 5 and District 2) for the proposed Interstate
7 95/Matanzas Woods Parkway interchange (the "Interchange").
8 Upon the Palm Coast Park DRI generating a total of 3,145 PM
9 Peak Hour Trips (including primary, internal, pass-by and
10 diverted), if the IJR determines that the Interchange is
11 required, the Interchange must be funded in the City's Capital
12 Improvement Element or Plan or in the first three years of
13 FDOT's five year plan or the provision of subsection 8(e) will
14 apply.

15 (e) If the condition relating to the funding of the
16 Interchange set forth in Section 8(d.) has not been met, the
17 Developer must submit a modification to this Second Amended
18 and Restated DO through the DRI substantial deviation process.
19 The substantial deviation shall require the reanalysis of the
20 projected Palm Coast Park DRI traffic impacts and
21 identification of any mitigation that is required to maintain
22 concurrency without the Interchange. Alternately, the
23 Developer may elect to suspend or reduce the development
24 program of the Palm Coast Park DRI to levels that will not
25 adversely impact the road network.

1 (f) Developer's proportionate share contribution to
2 mitigate offsite transportation impacts for Palm Coast Park
3 DRI, equal to 10,233 PM Peak Hour Trips, totals \$14,021,000,
4 as shown on Exhibit "F" hereto. Pursuant to Section
5 163.3180(12), Florida Statutes, the Developer shall mitigate
6 offsite transportation impacts for Palm Coast Park DRI by
7 paying to the City the amount of \$7,271,000 and paying the
8 cost of the IJR in the estimated amount of \$250,000 for a
9 total contribution of \$7,521,000 ("Traffic Mitigation Pipeline
10 Amount"), and in addition, Developer hereby waives its right
11 to impact fee credits for impact fees that are paid in
12 connection with development within the Palm Coast Park DRI
13 (the "Palm Coast Park Impact Fees"). Based upon current
14 impact fees, the Palm Coast Park Impact Fees are estimated at
15 \$6,750,034, and consequently the value of Developer's
16 proportionate-share contribution upon execution of this
17 agreement is estimated at \$14,271,034 (\$7,521,000 Traffic
18 Mitigation Pipeline Amount + \$6,750,034 estimated Palm Coast
19 Park Impact Fees = \$14,271,034). Impact fees are not limited
20 to any amount specified in this paragraph; the developer or
21 sub-developers will pay the impact fee amounts in effect at
22 the time each building permit is issued. Developer shall pay
23 the Traffic Mitigation Pipeline Amount, with the exception of
24 the cost of the IJR, to the City within 1 year following the
25 date the Palm Coast Park CDD is created, but not later than 18

1 months following the effective date of the DO unless extended
2 by the City and subject to such conditions as the City may
3 impose. Developer shall pay the cost of the IJR in accordance
4 with Subsection (d) above.

5 Consistent with the requirements of Section
6 163.3180(12), Florida Statutes, the City shall use the
7 Developer Proportionate Share Contribution to complete the
8 four (4) laning of Matanzas Woods Parkway from US-1 to Belle
9 Terre Parkway and some portion or all of the regionally
10 significant transportation facilities that are shown on the
11 following schedule consistent with the City's budgetary
12 practices and limitations:
13

14 **CITY TRAFFIC MITIGATION**

15 Improvements	16 Location	17 2004 Estimated Cost
18 Add Traffic Signal Control	19 Intersection of Belle Terre 20 Parkway at Pine Lakes 21 Parkway (N)	\$250,000
22 Add Traffic Signal Control	23 Intersection of Belle Terre 24 Parkway at Belleaire Drive	\$250,000
25 Intersection Improvement	Fix Culvert Problem at Pine Lakes Parkway and Palm Coast Parkway	\$850,000
4-Lane Belle Terre Parkway	Bellaire Drive to Matanzas Woods Parkway	\$7,900,000
4-Lane Matanzas Woods Parkway	Belle Terre Parkway to I-95	\$1,400,000

22 The Traffic Mitigation Pipeline Amount may be funded
23 by the Developer through the Palm Coast Park CDD in a manner
24 acceptable to the City. Payment of the Traffic Mitigation
25 Pipeline Amount and waiver by the Developer of its right to

1 impact fee credits in connection therewith shall mitigate all
2 of Palm Coast Park DRI's non-state roadway impacts in the
3 entirety for 10,233 Peak Hour Trips.

4 (g) To demonstrate that the State Road System will
5 not be degraded below adopted service levels as indicated in
6 the traffic analysis for the Palm Coast Park DRI, each
7 Monitoring Report shall include a report on the status of the
8 Matanzas Woods Parkway/I-95 overpass (the "Overpass") and the
9 status of the Interchange (the "Overpass/Interchange Status
10 Report").

11
12 Until the Overpass is constructed and accepted
13 by FDOT, the Overpass/Interchange Status Report shall include
14 the status of funding, permitting and construction of the
15 Overpass. Until the Interchange has been constructed and
16 accepted by FDOT, the Overpass/Interchange Status Report shall
17 include the status of the IJR, design, permitting and
18 construction of the Interchange. The Overpass/Interchange
19 Status Report shall be discontinued after the Overpass and
20 Interchange have both been constructed and accepted by FDOT.

21 In the event the Overpass and Interchange are
22 not constructed or funded for construction within 3 years of
23 the projected need, the Developer shall be required to
24 identify alternative traffic improvements (the "Alternative
25 Traffic Improvements") that will maintain the adopted service

1 levels on the roadways within the primary impact area of Palm
 2 Coast Park DRI ("Adopted Service Levels"). In the event
 3 Alternative Traffic Improvements are not funded for
 4 construction within 3 years of the projected need, the
 5 density/intensity of development within the Palm Coast Park
 6 DRI shall be limited to the extent necessary to maintain the
 7 Adopted Service Levels.
 8

9 (h) In addition to the Overpass/Interchange Status
 10 Report, each Monitoring Report shall include a PM Peak Hour
 11 Traffic Analysis of US-1 and I-95 as follows:

Road	From	To	Segments to Monitor by Report Year		
			Phase 1 2004-2018	Phase 2 2019-2023	Phase 3 2024 and beyond
US-1	CR 304	Belle Terre Parkway	No	No	Yes
US-1	Belle Terre Pkwy	Royal Palms Pkwy	No	Yes	Yes
US-1	<u>Royal Palms Parkway</u>	I-95	Yes	Yes	Yes
US-1	I-95	SR-206	No	No	Yes
I-95	Old Dixie Highway	SR-100	No	No	Yes
I-95	SR-100	Palm Coast Pkwy	No	Yes	Yes
I-95	Palm Coast Pkwy	US-1	No	Yes	Yes
I-95	US-1	SR-206	No	Yes	Yes
I-95	SR-206	SR-207	Yes	Yes	Yes
I-95	SR-207	SR-16	No	Yes	Yes
I-95	SR-16	International Golf Pkwy	No	No	Yes

1 The traffic study shall include the evaluation
2 of PM peak hour conditions for each roadway segment identified
3 on US-1 and I-95, and include an evaluation of all signalized
4 intersections within the limits of US-1, from Palm Coast
5 Parkway north to I-95, as well as the unsignalized
6 intersections of the I-95 ramps with US-1, subject to the
7 phased segment limits described above. The traffic study shall
8 include a projection of background and Project traffic for the
9 next 2-year period and the resulting projection of the level
10 of service for those roadways at the end of the 2-year period.
11 Project traffic shall include the impacts of all existing
12 Project development, and all Project development likely to
13 receive building permits during the next 2-year period. At a
14 minimum, the traffic study methodology and the study results
15 shall be supplied to the NEFRC and the FDOT (District 5 and
16 District 2) for review, and shall be subject to written
17 approval by the City and DCA. The evaluation of I-95 shall be
18 based on the most recent Annual Average Daily Traffic volume,
19 as identified by the FDOT, converted to a 2-way peak hour
20 volume using a K^{100} factor, calculated from FDOT data for the
21 closest continuous count station.

22 The traffic study shall include an assessment of
23 2-way external PM peak hour trips (defined as total trips
24 minus internal trips minus pass-by trips) for the existing
25 Project and Project traffic for the next 2-year period. The

1 phase of the Project will be defined by the number of Project
2 external PM peak hour 2-way trips (which ever is reached
3 first), as identified below:

Phase	Year	Cumulative Project External PM Peak Hour 2-Way Trips
1	2019	2,596
2	2024	5,083
3	2029	7,304

4
5
6
7
8
9 The Monitoring Report shall be used for the
10 following purposes:

11 • To determine the operational conditions of US-1
12 and I-95 given their current rural, free-flow characteristics
13 and changes anticipated over time to an urban, interrupted-
14 flow arterial and interstate.
15

16 • To evaluate the impact to US-1 and I-95 in the
17 event construction of the Overpass or Interchange is delayed
18 or not constructed.

19 Based upon accepted peak hour analysis procedures
20 standard to the traffic engineering profession, the Monitoring
21 Report shall identify the following on the relevant segments
22 of US-1 and I-95:

23 • Level of service adopted by the City and FDOT.
24 • Applicable area type associated with US-1 and
25 I-95 (e.g., rural, transitioning or urban) as from time to

1 time adopted by the appropriate authorities and used by the
2 City and FDOT to adopt and modify level of service
3 requirements.

4 • Service volume as adopted by the City and FDOT.
5 • Spacing of approved and proposed full median
6 openings/traffic signals and a statement of compliance with
7 the FDOT Access Management requirements.
8

9 • Spacing of approved and proposed directional
10 access locations (including directional left-turn median
11 openings and right-in/right-out access) and a statement of
12 compliance with the FDOT Access Management requirements.

13 • Identification of joint access driveways.
14 • Identification of improved roadways parallel to
15 US-1 which reduce direct access from the Palm Coast Park DRI
16 to US-1 or increase corridor capacity.
17

18 The Monitoring Report shall include daily traffic
19 counts on US-1 indicating hourly directional flows collected
20 at up to 4 locations between full median accesses located at
21 active entrances to the Palm Coast Park DRI. For purposes
22 hereof, an active entrance is any entrance on US-1 that
23 provides access to a development area within the Palm Coast
24 Park DRI that has received a certificate of occupancy. Daily
25 traffic counts shall be averaged from traffic counts conducted

1 over a consecutive 72-hour period beginning no earlier than
2 12:00 p.m. (noon) on a typical Monday and ending no later than
3 12:00 p.m. (noon) on a typical Friday. The traffic counts
4 shall be factored to peak-season values using FDOT's weekly
5 count factors maintained for Flagler County.

6 The Monitoring Report shall indicate the level of
7 service for the relevant segments of US-1 and I-95 according
8 to the procedures set forth in the current version of the
9 Highway Capacity Manual as may be implemented by software
10 approved by FDOT (e.g., the current version of the Highway
11 Capacity Software). The Monitoring Report shall identify the
12 existing peak-hour level of service and the projected peak-
13 hour level of service based upon the traffic impacts from the
14 planned development within the Palm Coast Park DRI over the
15 following 2 years. If roadway improvements are required to
16 maintain the adopted level of service on US-1 and I-95, the
17 improvements shall be identified and if they are not funded
18 for construction within 3 years of the projected need, the
19 density/intensity of development within the Palm Coast Park
20 DRI shall be limited to the extent necessary to maintain the
21 Adopted US-1 Service Level.

22
23
24 The Developer may elect, at its discretion, to study
25 a longer horizon period to provide advance identification of

1 potential capacity deficiencies on US-1. Advance
2 identification of deficiencies may allow for the planning,
3 programming and funding of improvements in a timely manner
4 thereby avoiding the potential interruption of development
5 within the Palm Coast Park DRI.

6 A roadway segment shall be determined to be
7 significantly impacted by the proposed development if, at a
8 minimum, the traffic projected to be generated at the end of
9 any phase of the Project, cumulatively with previous phases,
10 will utilize 5% or more of the adopted peak hour level of
11 service maximum service volume of the roadway.

12 If and when the service level for a roadway listed in
13 the Monitoring Report, which the Project significantly
14 impacts, falls below the adopted level of service in the
15 City's Comprehensive Plan for US-1, prior to buildout of the
16 Project, no further building permits shall be issued until
17 mitigation measures and/or improvements which would achieve
18 the minimum acceptable levels of service are guaranteed and
19 scheduled, as follows:

20 • **SCHEDULE AND GUARANTEE OF IMPROVEMENTS** - If and
21 when required to allow additional building permits to be
22 issued, a schedule shall be provided by the Developer which
23 specifically provides for the mitigation of impacts from the
24 Project on each significantly impacted relevant segment of US-
25 1 and I-95 which will operate below the adopted level of

1 service standard at the end of buildout of each phase of the
2 Project, or alternatively, a subset stage of that phase. The
3 schedule shall ensure that each and every improvement to
4 relevant segments of US-1 and I-95 which is necessary to
5 achieve the adopted level of service standard for that stage
6 or phase of the Project shall be guaranteed to be under actual
7 construction. This guarantee shall be in the form of (i) a
8 clearly identified, executed and recorded local government
9 development agreement, consistent with Sections 163.3220
10 through 163.3243, Florida Statutes, that is attached as an
11 exhibit to a development order, and which ensures, at a
12 minimum, that all needed roadway improvements will be
13 available concurrent with the impacts of development,
14 consistent with Section 163.3180(2)(c), Florida Statutes;
15 (ii) The City's CIE adopted pursuant to Rule 9J-5.0055(3)(c),
16 Florida Administrative Code, concurrency management system in
17 its Comprehensive Plan; (iii) an FDOT commitment in the
18 current 5 years of the Adopted Work Program for Florida
19 Intrastate Highway System (FIHS) facilities in construction
20 within the first 3 years of the Adopted Work Program for all
21 other facilities to provide all needed roadway improvements;
22 (iv) a binding and enforceable commitment in a development
23 order by the Developer to provide all needed roadway
24 improvements concurrently with the development schedule
25 approved in the development order; or (v) any combination of

1 guarantees (i) thru (iv) above that ensures that all needed
2 roadway improvements will be provided concurrently with the
3 development schedule approved in the development order.

4 In addressing the construction of the needed roadway
5 improvements to the relevant segments of US-1 and I-95, the
6 schedule shall list all roadway improvements needed to be
7 constructed by phase or stage, the anticipated date of
8 completion for the construction of each needed improvement,
9 the party responsible for the construction of each
10 improvement, and the form of the commitment that relates to
11 the construction of each improvement.

12 As part of the Monitoring Report, the status of the
13 road improvements shall be assessed and reported. The City
14 shall evaluate the appropriateness of issuing additional
15 building permits if the Monitoring Report reveals that any
16 needed transportation improvements as set forth herein are no
17 longer scheduled, or have been delayed in schedule, such that
18 the Developer or it assigns no longer ensure that the planned
19 roadway improvements for that stage or phase of the Project
20 will be constructed within the planned time frame.

21 A change to the approved development schedule for
22 the Project, as opposed to a change to the schedule of needed
23 improvements, will need to be addressed through the
24 notification of proposed change provisions of Section
25 380.06(19), *Florida Statutes*.

1 • **PROPORTIONATE SHARE PAYMENTS** - This option shall
2 only be available to the extent that the FDOT, for facilities
3 on the State Road System, agrees to accept proportionate share
4 payments as adequately mitigating the impacts of the Project
5 on the significantly impacted portions of US-1 and I-95. Such
6 an agreement shall be attached as an exhibit to a development
7 order and shall be in the form of either a clearly identified,
8 executed and recorded local government development agreement,
9 consistent with Sections 163.3220 through 163.3243, Florida
10 Statutes; an interlocal agreement; a FDOT joint participation
11 agreement; or a written acceptance by the affected local
12 government governing board or the FDOT (District 5 and
13 District 2), as appropriate.

14 For purposes hereof, "proportionate share
15 payment" means a contribution from a developer or owner of a
16 DRI to the local government or the governmental agency having
17 maintenance responsibility for those facilities, which makes
18 adequate financial provision for the public transportation
19 facilities needed to accommodate the impacts of the proposed
20 development. The proportionate share payment shall be deemed
21 to make adequate financial provision for such facilities if it
22 is equal to or greater than the sum of the costs of
23 improvements attributable to the proposed development derived
24 from the application of the following formula. The costs of
25 improvements attributable to the proposed development are

1 based upon the sum of the cost of improving each significantly
2 impacted state and regional roadway which will operate at
3 worse than the level of service standard in the local
4 government's approved comprehensive plan or the FDOT level of
5 service standards for roads on the Florida Intrastate Highway
6 System at each project stage or project phase and at project
7 buildout. The proportionate share of the cost of improvements
8 of each such roadway is calculated according to the following
9 formula:

$$\frac{\text{(DRI trips)}}{\text{(SV increase)}} = \text{cost}$$

11 DRI trips = cumulative number of the 2-way trips from the
12 proposed development expected to reach the roadway during the
13 peak hour from the complete buildout of a stage or phase being
14 approved.

15 SV increase = the change in 2-way peak hour maximum
16 service volume of the roadway resulting from construction of
17 the improvement necessary to maintain the adopted level of
18 service. In determining the SV increase for US-1, the base
19 service volume shall be defined as the service volume for a
20 4-lane divided uninterrupted flow highway for urban areas as
21 described in the 2002 Quality/Level of Service Handbook,
22 published by the Florida Department of Transportation.

23 Cost = cost of construction, at the time of developer
24 payment, of an improvement necessary to maintain the adopted
25 level of service. Construction cost includes all improvement

1 associated costs, including engineering design, right-of-way
2 acquisition, planning, engineering, inspection, and other
3 associated physical development costs directly required and
4 associated with the construction of the improvement, as
5 determined by the governmental agency having maintenance
6 authority over the roadway.

7 **9. Air Quality.**

8 The following dust control measures shall be
9 undertaken by the Developer during all construction activities
10 throughout build-out of the Palm Coast Park DRI:

11 (a) Contractors shall moisten soil or use resinous
12 adhesives on barren areas, which shall include at a minimum,
13 all roads, parking lots or material stockpiles;

14 (b) Contractors shall use mulch, liquid resinous
15 adhesives with hydro-seeding or sod on all landscaped areas;

16 (c) Contractors shall remove soil and other dust-
17 generating material deposited on paved streets by vehicular
18 traffic, earth-moving equipment or soil erosion; and

19 (d) Contractors shall utilize best operating
20 practices in conjunction with any burning resulting from land
21 clearing, which may include use of air curtain incinerators.

22 **10. Hurricane Evacuation.**

23 (a) All residents of the Palm Coast Park DRI shall
24 be provided by the Developer with information regarding the
25 vulnerability of the development to the impacts of hurricanes.

1 This information shall take the form of educational materials
2 designed to increase evacuation participation.

3 (b) No residential units shall be developed within
4 the category 1, 2 or 3 storm surge inundation zone, based on
5 the final survey and referenced with the storm surge levels
6 indicated in the 1998 Northeast Florida Hurricane Storm Surge
7 Atlas Series.

8 (c) Prior to the construction of the bridge crossing
9 the Hulett Branch, an engineering study shall be completed
10 that includes analysis to ensure the final structure shall
11 remain stable and not be damaged by the surge flow during a
12 hurricane storm event.

13 **11. Affordable Housing.**

14 (a) Prior to the commencement of development of
15 Phase 2 and Phase 3, the Developer shall reanalyze the
16 affordable housing impacts of the Palm Coast Park DRI. The
17 methodology to be utilized to complete this reanalysis and the
18 results of the reanalysis shall be reviewed and approved by
19 the DCA (or its successor), the NEFRC and the City. The
20 reanalysis shall also include an assessment of need for
21 moderate-income housing generated by the Palm Coast Park DRI.
22 If the reanalysis indicates that employees within the Palm
23 Coast Park DRI are having a significant problem finding
24 affordable housing in reasonable proximity to their places of
25 work, that impact shall be mitigated as appropriate. This

1 Second Amended and Restated DO shall be amended to incorporate
2 appropriate mitigation strategies for any identified
3 affordable housing impacts prior to the commencement of Phase
4 2 development.

5 (b) Any addition to the development of the
6 non-residential portion of the Palm Coast Park DRI in excess
7 of 200,000 square feet of office space, 300,000 square feet of
8 retail space, 200,000 square feet of light industrial space
9 and 40,000 square feet of institutional space during Phase 1
10 shall require an assessment of new affordable housing impacts
11 associated with the employees of the additional non-
12 residential development.

13 **12. Police and Fire Protection.**

14 (a) The Developer shall deed to the City two (2) or
15 more Fire Station Sites acceptable to the City, containing up
16 to 6 acres in total, which shall be located within a service
17 delivery area acceptable to the City for purposes of providing
18 fire and rescue services to the Palm Coast Park DRI. The Fire
19 Station Sites shall be deeded to the City free of charge, in a
20 form acceptable to the City, and shall be free and clear of
21 liens or encumbrances. The Developer shall convey title to
22 the first Fire Station Site to the City within 180 days
23 following a request by the City.

1 (b) Prior to the construction of any development
2 exceeding 3 stories in height, one of the following scenarios
3 must occur within the 3-mile service delivery area:

4 (i) The operation of an aerial apparatus
5 available on a 24-hour, 7 days a week basis; or

6 (ii) The Developer has contributed a
7 proportionate share of the cost of an aerial apparatus based
8 upon approved non-residential development square footage and
9 residential units in excess of 3 stories within the service
10 delivery area (fire station within 3 miles). An agreement for
11 provision of service reached between the Developer and the
12 City with regard to proportionate share contributions may
13 supercede this condition at the City's election.

14 **13. Recreation and Open Space.**

15 (a) The Developer shall deed or cause project
16 developers to deed to the City, on a form or forms acceptable
17 to the City, title to 74 acres of land to serve as park sites
18 (together "Park Sites"; individually "Park Site"). The Park
19 Sites shall consist of Tracts A and 5F and Tract 10C or a site
20 in Tract 9 or Tract 10A, as shown on **Second Revised Exhibit "D"**
21 hereto. At least 50% of each Park Site shall consist of
22 contiguous reasonably compact uplands. Conveyance of title to
23 the Park Sites to the City shall not relieve the Developer of
24 its obligation to pay the City's park and recreation impact
25 fees.

1 (b) In cooperation with City staff, the Developer
2 and the CDD shall use due diligence to prepare a conceptual
3 park site plan for Tract A, as shown on **Second Revised Exhibit**
4 **"D"** hereto (the "Community Park Site") and permit and improve
5 the Community Park Site so buildings, playfields and other
6 recreational facilities can be constructed thereon in the
7 future without additional site preparation ("Site
8 Improvements"). Site Improvement shall include clearing (to
9 the extent required), excavating a pond, or ponds, sufficient
10 in size to provide stormwater retention for the Community Park
11 Site, depositing and leveling the excavated fill material on
12 the site, seeding and mulching to establish suitable ground
13 cover and planting trees in compliance with Section 3(d) of
14 **Second Revised Exhibit "H"** hereto.

15 (c) Within 12 months following completion of the
16 Site Improvements (subject to permitting delays) the Developer
17 and the CDD shall design and construct roadway improvements to
18 provide access from US-1 to the Community Park Site costing up
19 to \$300,000 (the "Access Improvements"). The Access
20 Improvements may include US-1 median improvements, acceleration
21 and deceleration lanes and a shared access road with adjacent
22 Tract 4. If the cost to design and construct the Access
23 Improvements is less than \$300,000, the Developer and the CDD
24 will spend the difference to install landscaping or make other
25

1 improvements to the Community Park Site as determined by the
2 City (the "Other Improvements").

3 (d) Consistent with (a) above, when Site
4 Improvements are completed, the Developer (Palm Coast Land,
5 LLC) shall convey to the City title to the Community Park Site,
6 free and clear of any liens and other encumbrances, including
7 CDD assessments, but subject to easements in favor of the CDD
8 for the existing frontage park along US-1 (the "US-1 Frontage
9 Park") and the segment of the trail connection between Belle
10 Terre Parkway and US-1 that runs through the Community Park
11 Site (the "Trail Segment"). The conveyances will also be
12 subject to a covenant that the City will enhance and maintain
13 the ground cover and landscaping in the segment of the US-1
14 Frontage Park that is located on the Community Park Site at
15 such time as the Community Park Site is developed as an active
16 park by the City, as mutually agreed on by the Developer and
17 the City so the US-1 Frontage Park will have a uniform
18 appearance as the tracts along US-1 are built out. The
19 easement for the Trail Segment may be relocated by the City
20 consistent with the park site plan for the Community Park Site.
21 In the event the City desires to relocate the easement for the
22 Trail Segment, the City shall notify the Developer, providing
23 therewith a legal description of the location to which the City
24 desires to relocate the Trail Segment, and within ninety (90)
25 days following receipt thereof, the Developer shall cause the

1 CDD to execute and deliver to the City a recordable instrument
2 that legally relocates the easement for the Trail Segment as
3 requested by the City.

4 (e) Also consistent with (a) above, upon the City's
5 request, the Developer shall convey or require the project
6 developer to convey to the City, title to Tracts 5F and 10C or
7 a site in Tract 9 or Tract 10A, at Developer's election.
8 Subject to approval of the City, title to Tracts 5F and 10C, or
9 a site in Tract 9 or Tract 10A, may be conveyed to the CDD or a
10 property owners' association for use as neighborhood parks.

11 (f) The City hereby acknowledges that the Developer
12 and the CDD completed the design of an offsite trail connecting
13 the existing multi-purpose trail system within the Project
14 along the southern side of Matanzas Woods Parkway to the
15 existing sidewalk or trail that connects to the Matanzas High
16 School, including a bridge over Bellaire Waterway (the
17 "Matanzas Woods Parkway Trail"), and those plans were provided
18 to Flagler County at no cost so the Matanzas Woods Parkway
19 Trail can be constructed using available grant funds.

20 (g) By **December 31, 2012** (subject to any permitting
21 delays), the Developer and the CDD shall design, permit and
22 construct an offsite trail connecting the existing multi-
23 purpose trail system within the Project from its current
24 southern terminus along the eastern side of US-1 to Palm Coast
25 Parkway, and from there, along the northern side of Palm Coast

1 Parkway to the existing sidewalk fronting the Baptist Church
2 site (the "US-1/Palm Coast Parkway Trail Extension"). The
3 location of the US-1/Palm Coast Parkway Trail Extension is
4 shown on **Exhibit "I"** hereto and the design cross-section and
5 specifications for the US-1/Palm Coast Parkway Trail Extension
6 are shown on **Exhibit "J"** hereto. In compensation for the
7 Developer acting as the CDD's project manager for the design of
8 the Matanzas Woods Parkway Trail, the design and construction
9 of the US-1/Palm Coast Parkway Trail Extension, and obtaining
10 easements from third parties, the City shall relieve and
11 release the Developer (Florida Landmark Communities, LLC) from
12 its obligation to install sidewalks at Citation Commerce Park
13 (performance bond #104470866) and Seminole Pointe (performance
14 bond #104470869) and hereby authorizes the Developer to reduce
15 those bond amounts accordingly.

16 (h) The City hereby acknowledges that the Developer
17 has already satisfied a portion of its requirement to provide
18 recreation and open space at Palm Coast Park by constructing
19 Hewitt Sawmill Park, as well as the direct trail connection
20 between the existing school sites on Belle Terre Parkway
21 through the Community Park Site to the trail within the US-1
22 Frontage Park. Additionally, the Developer has constructed a
23 multi-purpose trail system connecting commercial areas with
24 residential areas and recreational amenities within the Project
25 to adjacent sidewalks and trails as shown on **Exhibit "G"**

1 hereto. The Project's internal sidewalk system may be used as
2 connections between trail segments where appropriate. The
3 trail system shall be identified on site plans submitted to the
4 City and shall be consistent with the City's trail plan as
5 provided for in the City's Comprehensive Plan.

6 (i) The Developer hereby waives any right to park
7 and recreation impact fee credits for park and recreation
8 impact fees that are paid in connection with the development
9 within the Palm Coast Park DRI for donation of the Park Sites,
10 Site Improvements, designing the Matanzas Woods Parkway Trail,
11 constructing the US-1/Palm Coast Parkway Trail Extension and
12 designing and constructing the Access Improvements and the
13 Other Improvements.

14 **14. Education.**

15 Residential development within the Palm Coast Park
16 DRI shall cease if adequate school facilities are not in place
17 at a time that impacts occur to handle the school age children
18 generated by the Palm Coast Park DRI. The Developer shall
19 dedicate or cause the project developer to dedicate a 25 acre
20 school site, consisting of all or a portion of Tract 10B, to
21 the Flagler County School District.

22 **15. Historical and Archaeological Sites.**

23 The Florida Master Site file has indicated that 2
24 archeological sites (8FL14, Hewitt's Mill and 8FL186, and the
25 Old King's Road) exist on the DRI Property.

1 No development shall commence within ¼ mile of
2 archeological sites 8FL14, Hewitt's Mill and 8FL186, and the
3 Old Kings Road until the Archaeological Investigation Final
4 Report has been reviewed and accepted by the State Historic
5 Preservation Officer ("SHPO"). Any and all conditions set
6 forth or otherwise agreed to in the SHPO letter of acceptance
7 shall become a condition of this Second Amended and Restated
8 DO.

9 In the event any other regionally significant
10 historical and archaeological resources are discovered in the
11 course of development, the Developer shall immediately notify
12 the Division of Historical Resources ("DHR"). No disruption
13 of the findings shall be permitted until the investigation is
14 complete and DHR has rendered a recommendation, which shall be
15 binding to the Developer.

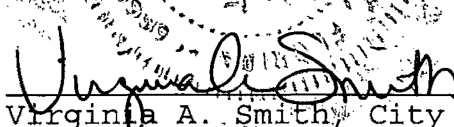
16 **16. Land Uses and Development.**

17 Development within the Palm Coast Park DRI shall be
18 permitted in accordance with the terms and conditions that are
19 setforth on **Second Revised Exhibit "H"** hereto which are
20 consistent with the City's Comprehensive Land Use Plan.

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

23 ATTEST:

CITY OF PALM COAST

24 
Virginia A. Smith, City Clerk

25 
Jon Netts, Mayor

DEVELOPER'S COVENANT AND AGREEMENT

COMES NOW, the undersigned, and covenant and agree to the foregoing.

WITNESS my hand and official seal this 11 day of October 2011.

WITNESSES:

PALM COAST LAND, LLC, a Florida limited liability company
William I. Livingston
Its Manager

Clinton F. Smith

Danielle M. Ferguson

STATE OF FLORIDA)
COUNTY OF FLAGLER)

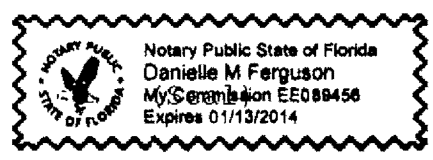
The foregoing instrument was acknowledged before me this 11 day of October, 2011, by William I. Livingston, the Manager, for and on behalf of Palm Coast Land, LLC, who is personally known to me and who did not take an oath.

WITNESS my hand and official seal this 11 day of October, 2011.

Danielle M. Ferguson

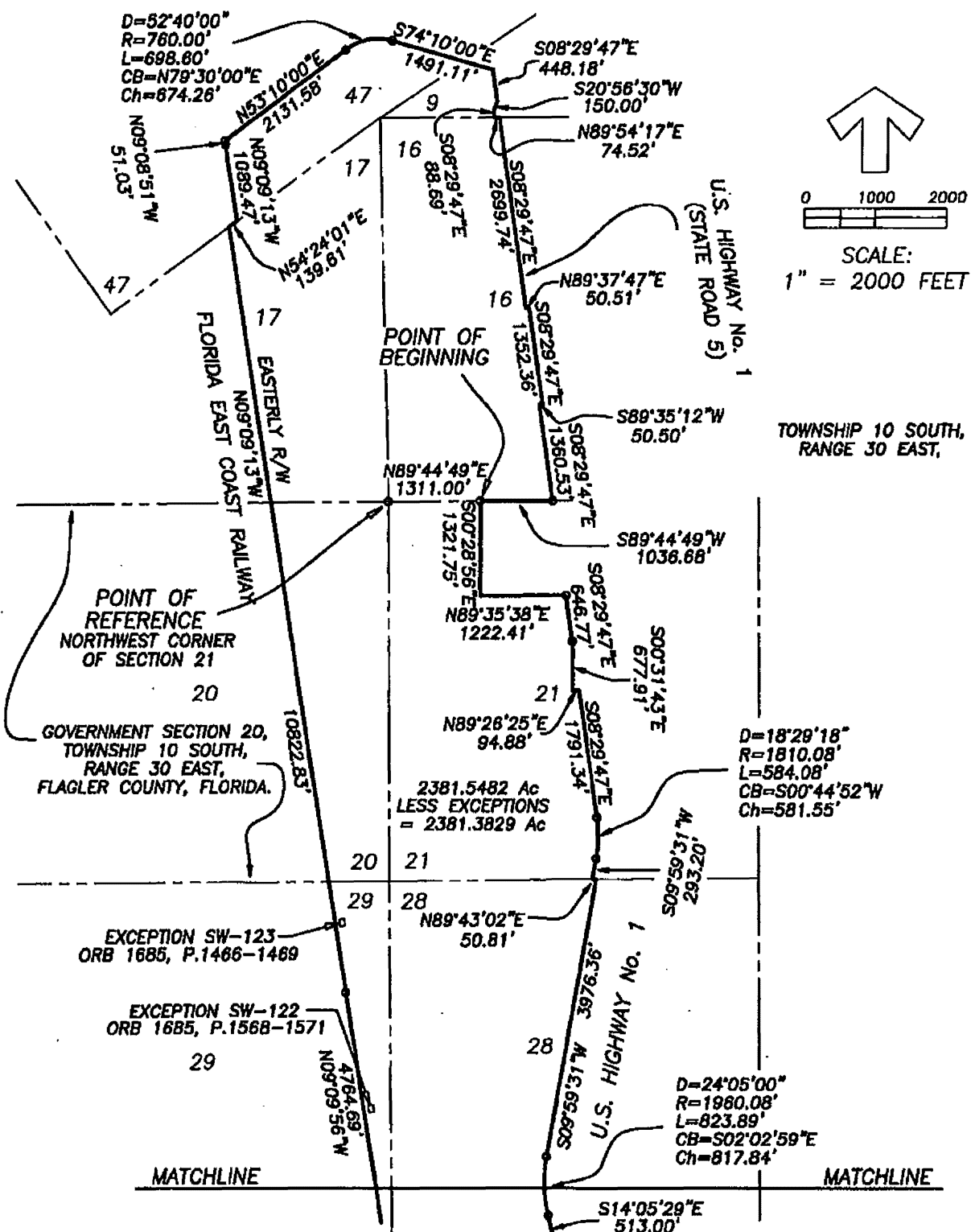
Signature

Danielle M. Ferguson
Printed Name



SECOND REVISED EXHIBIT "A"
TOTAL OF 14 PAGES

C:\LAND PROJECTS 2007\T114FLCI RAYONIER PURCHASE\DWG\ACAD-1144-DR1-BOUND-012507.DWG, FEB 07, 2007



SEE SHEET 3 FOR DESCRIPTION, NOTES, ABBREVIATIONS AND SYMBOLS.



TOMOKA ENGINEERING
 CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
 DAYTONA BEACH FLAGLER/PALM COAST
 Main Office 1410 LPCA Blvd, Suite 148, Daytona Beach, FL 32117
 Phone 386-274-1000 Fax 386-274-1002
 email: tomoka@tomoka-eng.com website: www.tomoka-eng.com

SKETCH
AND
DESCRIPTION

PROJECT NO.	T114FLCI
DRAWING REF No.	1144-DR1-BOUND-012507
DATE	JANUARY 25, 2007
SHEET NO.	1 OF 6

SKETCH AND DESCRIPTION

LEGAL DESCRIPTION

RESERVED FOR RECORDING INFORMATION

A PARCEL OF LAND LYING EAST OF THE FLORIDA EAST COAST RAILWAY COMPANY'S RAILROAD RIGHT-OF-WAY AND WEST OF U.S. HIGHWAY No. 1 (STATE ROAD NO. 5) SAID PARCEL LYING WITHIN AND BEING A PORTION OF GOVERNMENT SECTIONS 9, 16, 17, 20, 21, 28, 29, 32, 33, AND 47, TOWNSHIP 10 SOUTH, RANGE 30 EAST, SECTIONS 3, 4, 9 AND 16, TOWNSHIP 11 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

A POINT OF REFERENCE BEING THE NORTHWEST CORNER OF SECTION 21, TOWNSHIP 10 SOUTH, RANGE 30 EAST, THENCE NORTH 89°44'49" EAST A DISTANCE OF 1311.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, THENCE SOUTH 00°28'56" EAST A DISTANCE OF 1321.75 FEET, THENCE NORTH 89°35'38" EAST A DISTANCE OF 1222.41 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY No. 1, THENCE SOUTH 08°28'47" EAST A DISTANCE OF 848.77 FEET, THENCE DEPARTING U.S. No. 1 RUN SOUTH 00°31'43" EAST A DISTANCE OF 877.91 FEET, THENCE NORTH 89°26'25" EAST A DISTANCE OF 94.88 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY No. 1, THENCE SOUTH 08°29'47" EAST ALONG THE WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY No. 1 A DISTANCE OF 1791.34 FEET TO A POINT OF CURVATURE, THENCE 584.08 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, (CONCAVE WESTERLY), HAVING A CENTRAL ANGLE OF 018°29'18", A RADIUS OF 1810.08 FEET, A CHORD BEARING OF SOUTH 00°44'52" WEST AND A CHORD DISTANCE OF 581.55 FEET TO A POINT OF TANGENCY, THENCE SOUTH 09°59'31" WEST A DISTANCE OF 293.20 FEET, THENCE NORTH 89°43'02" EAST A DISTANCE OF 50.81 FEET, THENCE SOUTH 09°59'31" WEST ALONG THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY No. 1 A DISTANCE OF 3976.36 FEET TO A POINT OF CURVATURE, THENCE 823.89 FEET ALONG THE ARC OF A CURVE TO THE LEFT, (CONCAVE EASTERLY), HAVING A CENTRAL ANGLE OF 024°05'00", A RADIUS OF 1960.08 FEET, A CHORD BEARING OF SOUTH 02°02'59" EAST AND A CHORD DISTANCE OF 817.84 FEET TO A POINT OF TANGENCY, THENCE SOUTH 14°05'29" EAST A DISTANCE OF 513.00 FEET, THENCE SOUTH 89°01'29" WEST A DISTANCE OF 550.83 FEET, THENCE SOUTH 02°40'13" EAST A DISTANCE OF 649.34 FEET, THENCE NORTH 89°08'52" EAST A DISTANCE OF 631.84 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY No. 1, THENCE SOUTH 14°05'29" EAST ALONG THE WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY No. 1 A DISTANCE OF 9.84 FEET, THENCE NORTH 89°01'24" EAST A DISTANCE OF 51.34 FEET, THENCE SOUTH 14°05'29" EAST ALONG THE WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY No. 1 A DISTANCE OF 4628.81 FEET TO A POINT ON THE NORTH LINE OF SECTION 4, THENCE SOUTH 89°24'08" WEST A DISTANCE OF 51.42 FEET, THENCE SOUTH 14°05'29" EAST ALONG THE WEST RIGHT-OF-WAY

CONTINUED ON PAGE 4

SURVEYOR'S NOTES:

1. BEARINGS BASED ON THE NORTH LINE OF NW 1/4 OF GOVERNMENT SECTION 21, TOWNSHIP 10 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA, BEING NORTH 89°44'49" EAST
2. THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS AND/OR OTHER MATTERS NOT SHOWN ON THIS DRAWING WHICH MAY BE FOUND IN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.
3. THIS IS NOT A BOUNDARY SURVEY.

ABBREVIATIONS

D=DELTA
R=RADIUS
L=LENGTH
CH=CHORD
CB=CHORD BEARING

MB=MAP BOOK
PC=PAGE
R/W=RIGHT OF WAY
CL=CENTER LINE

PC=POINT OF CURVE
PT=POINT OF TANGENCY
POB=POINT OF BEGINNING

PCP=PERMANENT CONTROL POINT
PRM=PERMANENT REFERENCE MONUMENT
ORB=OFFICIAL RECORD BOOK



LB #2232

TOMOKA ENGINEERING

CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
DAYTONA BEACH FLAGLER/PALM COAST
Main Office: 1410 LPGA Blvd, Suite 148, Daytona Beach, FL 32117
Phone: 386-274-1600 Fax: 386-274-1602
email: tomoka@tomoka-eng.com website: www.tomoka-eng.com

SKETCH AND DESCRIPTION

PROJECT NO.	TI144FLCI
DRAWING REF No.	1144-DRI-BOUND-012507
DATE	JANUARY 25, 2007
SHEET NO.	3 OF 5

SKETCH AND DESCRIPTION

RESERVED FOR RECORDING INFORMATION

LEGAL DESCRIPTION

LINE OF U.S. HIGHWAY No. 1 A DISTANCE OF 1857.38 FEET TO A POINT OF CURVATURE, CONCAVE EASTERLY, HAVING A RADIUS OF 5829.85 FEET AND A CENTRAL ANGLE OF 08°41'49", THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 884.87 FEET, HAVING A CHORD BEARING OF SOUTH 18°26'24" EAST, A CHORD DISTANCE OF 884.02 FEET TO A POINT OF TANGENCY, THENCE SOUTH 22°47'18" EAST A DISTANCE OF 2816.08 FEET, THENCE NORTH 01°19'10" WEST A DISTANCE OF 138.80 FEET, THENCE SOUTH 22°47'18" EAST A DISTANCE OF 174.33 FEET, THENCE SOUTH 22°47'15" EAST A DISTANCE OF 1706.64 FEET, THENCE DEPARTING U.S. HIGHWAY No. 1 RUN SOUTH 67°12'42" WEST A DISTANCE OF 600.00 FEET, THENCE SOUTH 22°47'15" EAST A DISTANCE OF 385.00 FEET, THENCE NORTH 87°12'45" EAST A DISTANCE OF 600.00 FEET, THENCE SOUTH 22°47'15" EAST ALONG THE WEST RIGHT OF WAY LINE OF U.S. HIGHWAY No. 1 A DISTANCE OF 100.00 FEET, THENCE DEPARTING U.S. HIGHWAY No. 1 RUN SOUTH 67°12'45" WEST A DISTANCE OF 450.00 FEET, THENCE SOUTH 22°47'15" EAST A DISTANCE OF 1007.24 FEET, THENCE NORTH 67°12'45" EAST A DISTANCE OF 400.00 FEET, THENCE SOUTH 22°47'15" EAST ALONG THE WEST RIGHT OF WAY LINE OF U.S. HIGHWAY No. 1 A DISTANCE OF 652.56 FEET, THENCE SOUTH 67°38'10" WEST A DISTANCE OF 4825.12 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY COMPANY'S RAILROAD, THENCE NORTH 09°09'56" WEST ALONG THE EAST LINE OF THE FLORIDA EAST COAST RAILWAY RIGHT-OF-WAY A DISTANCE OF 8714.88 FEET TO THE SOUTHWEST CORNER OF PARCEL 800-07, RECORDED IN OFFICIAL RECORDS BOOK 553, PAGES 1539 THROUGH 1840, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, THENCE NORTH 57°08'17" EAST A DISTANCE OF 941.81 FEET, THENCE NORTH 09°09'56" WEST A DISTANCE OF 5217.82 FEET TO A POINT IN THE CENTER OF PEAVY GRADE, THENCE NORTH 86°20'16" WEST ALONG THE CENTER OF PEAVY GRADE A DISTANCE OF 884.48 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY COMPANY'S RAILROAD, THENCE NORTH 09°09'56" WEST ALONG SAID RAILROAD RIGHT OF WAY A DISTANCE OF 51.28 FEET, THENCE DEPARTING SAID RAILROAD SOUTH 86°20'16" EAST A DISTANCE OF 384.60 FEET, THENCE NORTH 09°09'56" WEST A DISTANCE OF 472.00 FEET, THENCE SOUTH 80°50'04" WEST A DISTANCE OF 375.00 FEET TO SAID RAILROAD RIGHT OF WAY LINE, THENCE NORTH 09°09'56" WEST ALONG THE EAST LINE OF SAID RAILROAD RIGHT-OF-WAY A DISTANCE OF 4764.69 FEET, THENCE NORTH 09°09'13" WEST A DISTANCE OF 10822.83 FEET TO A POINT ON THE SOUTH LINE OF SECTION 47, THENCE NORTH 54°24'01" EAST ALONG SAID SOUTH LINE OF SECTION 47 A DISTANCE OF 139.81 FEET, THENCE DEPARTING SAID SOUTH LINE OF SECTION 47 NORTH 09°09'13" WEST ALONG THE EAST LINE OF SAID RAILROAD RIGHT-OF-WAY A DISTANCE OF 1089.47 FEET, THENCE NORTH 09°08'51" WEST A DISTANCE OF 51.03 FEET, THENCE DEPARTING SAID RAILROAD RIGHT OF WAY NORTH 53°10'00" EAST A DISTANCE OF 2131.58 FEET TO A POINT OF CURVATURE, THENCE 698.60 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, (CONCAVE SOUTHERLY), HAVING A CENTRAL ANGLE OF 52°40'00", A RADIUS OF 780.00 FEET, A CHORD BEARING OF NORTH 79°30'00" EAST AND A CHORD DISTANCE OF 674.26 FEET TO A POINT OF TANGENCY, THENCE SOUTH 74°10'00" EAST A DISTANCE OF 1491.11 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY No. 1, THENCE SOUTH 08°29'47" EAST ALONG U.S. HIGHWAY No. 1 A DISTANCE OF 448.18 FEET, THENCE DEPARTING U.S. HIGHWAY No. 1 RUN SOUTH 20°56'30" WEST A DISTANCE OF 150.00 FEET, THENCE SOUTH

CONTINUED ON PAGE 5



LB #223Z

TOMOKA ENGINEERING

CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
 DAYTONA BEACH FLAGLER/PALM COAST
 Main Office: 1110 LPGA Blvd, Suite 148, Daytona Beach, FL 32117
 Phone: 386-274-1000 Fax: 386-274-1002
 email: tomoka@tomoka-eng.com website: www.tomoka-eng.com

SKETCH
AND
DESCRIPTION

PROJECT NO.	T1144FLC1
DRAWING REF No.	1144-DRI-BOUND-012507
DATE	JANUARY 25, 2007
SHEET NO.	4 OF 5

SKETCH AND DESCRIPTION

RESERVED FOR RECORDING INFORMATION

LEGAL DESCRIPTION

08°29'47" EAST A DISTANCE OF 88.69 FEET, THENCE NORTH 89°54'17" EAST A DISTANCE OF 74.52 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY No. 1, THENCE SOUTH 08°29'47" EAST ALONG U.S. HIGHWAY No. 1 A DISTANCE OF 2699.74 FEET, THENCE NORTH 89°37'47" EAST A DISTANCE OF 50.51 FEET, THENCE SOUTH 08°29'47" EAST ALONG THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY No. 1 A DISTANCE OF 1352.36 FEET, THENCE SOUTH 89°35'12" WEST A DISTANCE OF 50.50 FEET, THENCE SOUTH 08°29'47" EAST A DISTANCE OF 1380.53 FEET TO A POINT ON THE NORTH LINE OF SECTION 21, TOWNSHIP 10 SOUTH, RANGE 30 EAST, THENCE DEPARTING U.S. HIGHWAY No. 1 RUN SOUTH 89°44'49" WEST A DISTANCE OF 1036.68 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT WELL SITE SW-61, A 60'x80' PARCEL OF LAND WITHIN SECTION 9, TOWNSHIP 11 SOUTH, RANGE 30 EAST, RECORDED AS PARCEL RP 0136, IN OFFICIAL RECORDS BOOK 641, PAGE 1051, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, CONTAINING 0.08264 ACRES MORE OR LESS;

LESS AND EXCEPT WELL SITE SW-62, A 60'x80' PARCEL OF LAND WITHIN SECTION 9, TOWNSHIP 11 SOUTH, RANGE 30 EAST, RECORDED AS PARCEL RP 0137, IN OFFICIAL RECORDS BOOK 641, PAGE 1051, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, CONTAINING 0.08264 ACRES MORE OR LESS;

LESS AND EXCEPT WELL SITE SW-122, A 70'x100' PARCEL OF LAND WITHIN SECTION 29, TOWNSHIP 10 SOUTH, RANGE 30 EAST, RECORDED IN OFFICIAL RECORDS BOOK 1685, PAGE 1566, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, CONTAINING 0.1606 ACRES MORE OR LESS;

LESS AND EXCEPT WELL SITE SW-123, A 70'x100' PARCEL OF LAND WITHIN SECTION 29, TOWNSHIP 10 SOUTH, RANGE 30 EAST, RECORDED IN OFFICIAL RECORDS BOOK 1685, PAGE 1466, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, CONTAINING 0.1606 ACRES MORE OR LESS;

PARCEL (LESS EXCEPTIONS) CONTAINING 2381.0629 ACRES, MORE OR LESS.



LB #2232

TOMOKA ENGINEERING

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Main Office: 110 LPGA Blvd, Suite 148, Daytona Beach, FL 32117
Phone: 386-274-1600 Fax: 386-274-1602
e-mail: tomoka@tomoka-eng.com website: www.tomoka-eng.com

**SKETCH
AND
DESCRIPTION**

PROJECT NO. T1144FLCI

DRAWING REF No.
1144-DRI-BOUND-012507

DATE JANUARY 25, 2007

SHEET NO. 5 OF 5

L=472.46'
R=1124.00'
D=24°05'00"
CH=488.99'
CB=N87°37'01"E

L=742.48'
R=1875.00'
D=22°41'18"
CH=737.64'
CB=N87°15'10"E

L=252.87'
R=1876.00'
D=07°43'01"
CH=252.48'
CB=S77°32'41"E

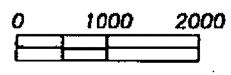
L=2981.68'
R=3079.04'
D=55°28'03"
CH=2866.63'
CB=S11°25'41"E

L=6.23'
R=1149.00'
D=00°18'39"
CH=6.23'
CB=S39°13'45"E

C1 - L=780.33'
R=1785.08'
D=24°05'00"
CH=744.82'
CB=N02°02'59"W

TOTAL AREA (LESS EXCEPTIONS)
= 1682.502 ACRES

RESERVED FOR RECORDING INFORMATION



SCALE:
1" = 2000 FEET

LINE TABLE		
LINE	LENGTH	BEARING
L1	2074.30'	N00°32'09"W
L2	2323.41'	S81°24'11"E
L3	52.11'	S75°41'10"E
L4	35.35'	S28°41'10"E
L5	537.81'	S16°18'50"W
L6	2737.82'	S39°23'05"E
L7	2082.75'	S50°36'55"W
L8	608.62'	S39°23'05"E
L9	2401.22'	S20°18'51"E
L10	500.00'	S69°43'09"W
L11	3299.71'	S12°47'58"E
L12	3540.82'	S87°12'21"W
L13	2431.20'	N22°47'15"W
L14	26.78'	N88°44'06"E
L15	688.01'	N22°47'18"W
L16	204.92'	N01°19'10"W
L17	2053.27'	N22°47'18"W
L18	1785.39'	N14°05'29"W
L19	77.13'	S89°24'09"W
L20	3193.40'	N14°05'29"W
L21	60.00'	N75°54'31"E
L22	60.00'	N14°05'29"W
L23	60.00'	S75°54'31"W
L24	1802.90'	N14°05'29"W
L25	244.85'	N01°17'10"W
L26	5.92'	S89°28'59"E
L27	74.14'	N14°05'29"W
L28	60.00'	S75°54'31"W
L29	493.77'	N14°05'29"W
L30	756.00'	N09°59'31"E
L31	898.08'	S80°00'29"E
L32	569.81'	N75°54'31"E
L33	87.08'	S81°24'11"E

SEE SHEET 2 FOR DESCRIPTION, NOTES, ABBREVIATIONS AND SYMBOLS.

REVISED
11/11/2010



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CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
DAYTONA BEACH FLAGLER/PALM COAST
Maha Office: 1410 LPGA Blvd, Suite 148, Daytona Beach, FL 32117
Phone: 386-274-1600 Fax: 386-274-1602
email: tomoka@tomoka-eng.com website: www.tomoka-eng.com

SKETCH
AND
DESCRIPTION

PROJECT NO.	TI144FLCI
DRAWING REF No.	1144-DRI-BOUND-012507
DATE	JANUARY 25, 2007
SHEET NO.	1 OF 4

SKETCH AND DESCRIPTION

RESERVED FOR RECORDING INFORMATION

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING EAST OF U.S. HIGHWAY NO. 1 IN GOVERNMENT SECTIONS 27, 28, 33 AND 34, TOWNSHIP 10 SOUTH, RANGE 30 EAST, SECTIONS 3, 4 AND 10, TOWNSHIP 11 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

A POINT OF REFERENCE BEING THE SOUTHWEST CORNER OF SECTION 27, TOWNSHIP 10 SOUTH, RANGE 30 EAST; THENCE N00°32'09"W ALONG THE WEST LINE OF SAID SECTION 27, A DISTANCE OF 2074.30 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF MATANZAS WOODS PARKWAY (A 124 FOOT RIGHT-OF-WAY), SAID POINT BEING THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE DEPARTING SAID WEST LINE OF SECTION 27 S81°24'11"E ALONG SAID RIGHT-OF-WAY A DISTANCE OF 2323.41 FEET TO A POINT OF CURVATURE; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY SOUTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 252.67 FEET, A RADIUS OF 1876.00 FEET, A CENTRAL ANGLE OF 07°43'01", A CHORD BEARING S77°32'41"E AND A CHORD DISTANCE OF 252.48 FEET TO A POINT OF TANGENCY; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY S73°41'10"E FOR A DISTANCE OF 52.11 FEET TO A POINT ON THE WESTERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1548, PAGE 418; THENCE ALONG THE WESTERLY BOUNDARIES OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1548, PAGE 418 AND OFFICIAL RECORDS BOOK 1513, PAGE 172, FLAGLER COUNTY, FLORIDA, FOR THE FOLLOWING THREE (3) COURSES; (1) THENCE DEPARTING SAID RIGHT-OF-WAY LINE S28°41'10"E FOR A DISTANCE OF 35.35 FEET; (2) THENCE S16°18'50"W FOR A DISTANCE OF 537.91 FEET TO A POINT OF CURVATURE; (3) THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 2981.68 FEET, A RADIUS OF 3079.04 FEET, A CENTRAL ANGLE OF 55°29'03", A CHORD BEARING S11°25'41"E AND A CHORD DISTANCE OF 2866.53 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF BELLE TERRE PARKWAY, SAID POINT BEING ON A CURVE; THENCE ALONG SAID RIGHT-OF-WAY SOUTHEASTERLY ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 6.23 FEET, A RADIUS OF 1149.00 FEET, A CENTRAL ANGLE OF 00°18'39", A CHORD BEARING S39°13'45"E AND A CHORD DISTANCE OF 6.23 FEET TO A POINT OF TANGENCY, THENCE S39°23'05"E ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF BELLE TERRE PARKWAY A DISTANCE OF 2737.82 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY RUN S50°36'55"W A DISTANCE OF 2082.75 FEET; THENCE S39°23'05"E A DISTANCE OF 606.62 FEET; THENCE S20°16'51"E A DISTANCE OF 2401.22 FEET; THENCE S69°43'09"W A DISTANCE OF 500.00 FEET; THENCE S12°47'58"E A DISTANCE OF 3299.71 FEET; THENCE S67°12'21"W A DISTANCE OF 3540.82 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1 (STATE ROAD 5) (RIGHT-OF-WAY VARIES); THENCE ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY NO. 1 FOR THE FOLLOWING NINE (9) COURSES; (1) THENCE N22°47'15"W A DISTANCE OF 2431.20 FEET TO A POINT ON THE NORTH LINE OF SECTION 10, TOWNSHIP 11 SOUTH, RANGE 30 EAST; (2) THENCE N88°44'08"E ALONG SAID NORTH LINE OF SECTION 10 A

LEGAL DESCRIPTION CONTINUED ON SHEET 3 OF 4:

SURVEYOR'S NOTES:

1. BEARINGS BASED ON THE SOUTHERLY RIGHT-OF-WAY LINE OF MATANZAS WOODS PARKWAY (A 124 FOOT RIGHT-OF-WAY), BEING S81°24'11"E.
2. THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS AND/OR OTHER MATTERS NOT SHOWN ON THIS DRAWING WHICH MAY BE FOUND IN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.
3. THIS IS NOT A BOUNDARY SURVEY.

ABBREVIATIONS

D=DELTA	MB=MAP BOOK	PC=POINT OF CURVE	PCP=PERMANENT CONTROL POINT
R=RADIUS	PG=PAGE	PT=POINT OF TANGENCY	PRM=PERMANENT REFERENCE MONUMENT
L=LENGTH	R/W=RIGHT OF WAY	POB=POINT OF BEGINNING	ORB=OFFICIAL RECORD BOOK
CH=CHORD	C=CENTER LINE		
CB=CHORD BEARING			



LB #2232

TOMOKA ENGINEERING

CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
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Main Office: 1410 LPGA Blvd, Suite 148, Daytona Beach, FL 32117
Phone: 386-274-1600 Fax: 386-274-1602
email: tomoka@tomoka-eng.com website: www.tomoka-eng.com

SKETCH AND DESCRIPTION

PROJECT NO.	T1144FLCI
DRAWING REF No.	1144-DFI-BOUND-012507
DATE	JANUARY 25, 2007
SHEET NO.	2 OF 4

SKETCH AND DESCRIPTION

RESERVED FOR RECORDING INFORMATION

LEGAL DESCRIPTION CONTINUED:

DISTANCE OF 26.76 FEET; (3) THENCE DEPARTING SAID NORTH LINE N22°47'18"W A DISTANCE OF 688.01 FEET TO A POINT ON THE WEST LINE OF SECTION 3, TOWNSHIP 11 SOUTH, RANGE 30 EAST; (4) THENCE N01°19'10"W ALONG SAID WEST LINE OF SECTION 3 A DISTANCE OF 204.92 FEET; (5) THENCE DEPARTING SAID WEST LINE N22°47'18"W A DISTANCE OF 2053.27 FEET TO A POINT OF CURVATURE; (6) THENCE NORTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 839.35 FEET, A RADIUS OF 5529.65 FEET, A CENTRAL ANGLE OF 08°41'49", A CHORD BEARING N18°26'24"W AND A CHORD DISTANCE OF 838.53 FEET TO A POINT OF TANGENCY; (7) THENCE N14°05'29"W A DISTANCE OF 1785.39 FEET TO A POINT ON THE NORTH LINE OF SECTION 4, TOWNSHIP 11 SOUTH, RANGE 30 EAST; (8) THENCE S89°24'09"W ALONG SAID NORTH LINE OF SECTION 4 A DISTANCE OF 77.13 FEET; (9) THENCE DEPARTING SAID NORTH LINE N14°05'29"W A DISTANCE OF 3193.40 FEET TO A POINT ON THE SOUTHERLY LINE OF WELL SITE SW-41, OFFICIAL RECORDS BOOK 832, PAGE 991; THENCE DEPARTING THE EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1 RUN N75°54'31"E ALONG SAID SOUTHERLY LINE A DISTANCE OF 60.00 FEET; THENCE N14°05'29"W ALONG THE EAST LINE OF SAID WELL SITE SW-41 A DISTANCE OF 60.00 FEET; THENCE S75°54'31"W ALONG THE NORTH LINE OF SAID WELL SITE SW-41 A DISTANCE OF 60.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1; THENCE DEPARTING WELL SITE SW-41 ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY NO. 1 FOR THE FOLLOWING TWO (2) COURSES; (1) THENCE N14°05'29"W A DISTANCE OF 1802.90 FEET; (2) THENCE N01°17'10"W A DISTANCE OF 244.85 FEET TO A POINT ON THE NORTH LINE OF SECTION 33, TOWNSHIP 10 SOUTH, RANGE 30 EAST ALSO BEING THE SOUTH LINE OF WELL SITE SW-42, OFFICIAL RECORDS BOOK 832, PAGE 991; THENCE S89°28'59"E ALONG SAID NORTH LINE OF SAID SECTION 33 AND THE SOUTHERLY LINE OF SAID WELL SITE SW-42 A DISTANCE OF 5.92 FEET; THENCE DEPARTING THE NORTH LINE OF SECTION 33 RUN N14°05'29"W ALONG THE EASTERLY LINE OF SAID WELL SITE SW-42 A DISTANCE OF 74.14 FEET; THENCE S75°54'31"W ALONG THE NORTHERLY LINE OF SAID WELL SITE SW-42 A DISTANCE OF 60.00 FEET; THENCE DEPARTING WELL SITE SW-42 ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY NO. 1 FOR THE FOLLOWING THREE (3) COURSES; (1) THENCE N14°05'29"W A DISTANCE OF 493.77 FEET TO A POINT OF CURVATURE; (2) THENCE NORTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 750.33 FEET, A RADIUS OF 1785.08 FEET, A CENTRAL ANGLE OF 24°05'00", A CHORD BEARING N02°02'59"W AND A CHORD DISTANCE OF 744.82 FEET TO A POINT OF TANGENCY; (3) THENCE N09°59'31"E A DISTANCE OF 756.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF MATANZAS WOODS PARKWAY; THENCE DEPARTING THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1 ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF MATANZAS WOODS PARKWAY FOR THE FOLLOWING FIVE (5) COURSES; (1) THENCE S80°00'29"E A DISTANCE OF 896.08 FEET TO A POINT OF CURVATURE; (2) THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 472.46 FEET, A RADIUS OF 1124.00 FEET, A CENTRAL ANGLE OF 24°05'00", A CHORD BEARING N87°57'01"E AND A CHORD DISTANCE OF 468.99 FEET TO A POINT OF TANGENCY; (3) THENCE N75°54'31"E A DISTANCE OF 569.81 FEET TO A POINT OF CURVATURE; (4) THENCE NORTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 742.48 FEET, A RADIUS OF 1875.00 FEET, A CENTRAL ANGLE OF 22°41'18", A CHORD BEARING N87°15'10"E AND A CHORD DISTANCE OF 737.64 FEET TO A POINT OF TANGENCY; (5) THENCE S81°24'11"E A DISTANCE OF 67.08 FEET TO THE AFOREMENTIONED POINT OF BEGINNING OF THIS DESCRIPTION.

LEGAL DESCRIPTION CONTINUED ON SHEET 4 OF 4:



LB /2232

TOMOKA ENGINEERING

CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
 DAYTONA BEACH FLAGLER/PALM COAST
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SKETCH AND DESCRIPTION

PROJECT NO.	T1144FLCI
DRAWING REF No.	1144-DRI-BOUND-012507
DATE	JANUARY 25, 2007
SHEET NO.	3 OF 4

SKETCH AND DESCRIPTION

RESERVED FOR RECORDING INFORMATION

LEGAL DESCRIPTION CONTINUED:

LESS AND EXCEPT THE FOLLOWING:

CITY OF PALM COAST WELL SITE (SW-34). DESCRIPTION RECORDED AS PARCEL PR 0140 IN OFFICIAL RECORDS BOOK 641, PAGE 1051 THROUGH 1221 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. WELL PARCEL CONTAINING 0.3444 ACRES, MORE OR LESS.

CITY OF PALM COAST WELL SITE (SW-35). DESCRIPTION RECORDED AS PARCEL PR 0141 IN OFFICIAL RECORDS BOOK 641, PAGE 1051 THROUGH 1221 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. WELL PARCEL CONTAINING 0.3444 ACRES, MORE OR LESS.

CITY OF PALM COAST WELL SITE (SW-36). DESCRIPTION RECORDED AS PARCEL PR 0142 IN OFFICIAL RECORDS BOOK 641, PAGE 1051 THROUGH 1221 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. WELL PARCEL CONTAINING 0.3444 ACRES, MORE OR LESS.

CITY OF PALM COAST WELL SITE (SW-37). DESCRIPTION RECORDED IN OFFICIAL RECORDS BOOK 1460, PAGE 1301 THROUGH 1304 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. WELL PARCEL CONTAINING 0.0826 ACRES, MORE OR LESS.

CITY OF PALM COAST WELL SITE (SW-38). DESCRIPTION RECORDED IN OFFICIAL RECORDS BOOK 1471, PAGE 1627 THROUGH 1630 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. WELL PARCEL CONTAINING 0.0826 ACRES, MORE OR LESS.

CITY OF PALM COAST WELL SITE (SW-43). DESCRIPTION RECORDED AS PARCEL PR 0032 IN OFFICIAL RECORDS BOOK 641, PAGE 1051 THROUGH 1221 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. WELL PARCEL CONTAINING 0.3444 ACRES, MORE OR LESS.

THE ABOVE DESCRIBED PARCEL OF LAND (LESS EXCEPTIONS) CONTAINS 1562.502 ACRES MORE OR LESS.



LB #2232

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Phone: 386-274-1800 Fax: 386-274-1802
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SKETCH
AND
DESCRIPTION

PROJECT NO.	T1144FLCI
DRAWING REF No.	1144-DRI-BOUND-012507
DATE	JANUARY 25, 2007
SHEET NO.	4 OF 4

RESERVED FOR RECORDING INFORMATION

LAKEVIEW, SECTION-37
MAP BOOK 13, PAGES 1-29



0 250 500

SCALE:
1" = 500 FEET

CITY OF PALM COAST
O.R.B. 1548, PG. 418

POINT OF REFERENCE

MATANZAS WOODS PARKWAY (124' R/W)

BUD HOLLOW DRIVE

GOVERNMENT SECTION 27
TOWNSHIP 10 SOUTH,
RANGE 30 EAST

(BASIS OF BEARINGS)
S76°18'50"W

BELLE TERRE PARKWAY (124' R/W)
1,480.00'

POINT OF BEGINNING

SOUTH LINE GOVERNMENT SECTION 27
NORTH LINE GOVERNMENT SECTION 34

S73°41'10"E
574.54'

CITY OF PALM COAST
O.R.B. 1513, PG. 172

AREA = 8.038
ACRES

BUFFALO BILL DRIVE

L=1,309.35'
R=2,955.04'
D=25°23'14"
CH=1,298.67'
CB=N14°03'09"W

BELLE-TERRE, SECTION-35
MAP BOOK 11, PAGE 6

GOVERNMENT SECTION 34
TOWNSHIP 10 SOUTH,
RANGE 30 EAST

S76°18'50"W
694.30'

L=438.64'
R=1,148.00'
D=21°46'25"
CH=434.02'
CB=S05°26'38"W

SEE SHEET 2 FOR DESCRIPTION, NOTES, ABBREVIATIONS AND SYMBOLS.

REVISED
11/11/2010



LB #2232

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SKETCH
AND
DESCRIPTION

PROJECT NO. T1144FLCI
DRAWING REF No. T144-DRI-BOUND-012507
DATE JANUARY 25, 2007
SHEET NO. 1 OF 2

SKETCH AND DESCRIPTION

RESERVED FOR RECORDING INFORMATION

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING WITHIN GOVERNMENT SECTIONS 27 AND 34, TOWNSHIP 10 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF MATANZAS WOODS PARKWAY (A 124 FOOT RIGHT-OF-WAY) WITH THE WESTERLY RIGHT-OF-WAY LINE OF BELLE TERRE PARKWAY (A 124 FOOT RIGHT-OF-WAY); THENCE S16°18'50"W ALONG SAID WESTERLY RIGHT-OF-WAY OF BELLE TERRE PARKWAY FOR A DISTANCE OF 1,460.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE S16°18'50"W ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 694.30 FEET TO A POINT OF CURVATURE; THENCE CONTINUE ALONG SAID WESTERLY RIGHT-OF-WAY LINE SOUTHWESTERLY ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 436.64 FEET, A RADIUS OF 1,149.00 FEET, A CENTRAL ANGLE OF 21°46'25", A CHORD BEARING S05°25'38"W AND A CHORD DISTANCE OF 434.02 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE DEPARTING SAID RIGHT-OF-WAY LINE ALONG THE EASTERLY BOUNDARY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1513, PAGE 172, FLAGLER COUNTY, FLORIDA, NORTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 1,309.35 FEET, A RADIUS OF 2,955.04 FEET, A CENTRAL ANGLE OF 25°23'14", A CHORD BEARING N14°03'09"W AND A CHORD DISTANCE OF 1,298.67 FEET TO A POINT ON A NON-TANGENT LINE; THENCE DEPARTING SAID CURVE S73°41'10"E ALONG THE SOUTHERLY LINE OF LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK FOR A DISTANCE OF 574.54 FEET TO THE AFOREMENTIONED POINT OF BEGINNING OF THIS DESCRIPTION.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 8.038 ACRES MORE OR LESS.

SURVEYOR'S NOTES:

1. BEARINGS BASED ON THE WESTERLY RIGHT-OF-WAY LINE OF BELLE TERRE PARKWAY (A 124 FOOT RIGHT-OF-WAY), BEING S16°18'50"W.
2. THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS AND/OR OTHER MATTERS NOT SHOWN ON THIS DRAWING WHICH MAY BE FOUND IN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.
3. THIS IS NOT A BOUNDARY SURVEY.

ABBREVIATIONS

D=DELTA	MB=MAP BOOK	PC=POINT OF CURVE	PCP=PERMANENT CONTROL POINT
R=RADIUS	PG=PAGE	PT=POINT OF TANGENCY	PRM=PERMANENT REFERENCE MONUMENT
L=LENGTH	R/W=RIGHT OF WAY	POB=POINT OF BEGINNING	ORB=OFFICIAL RECORD BOOK
CH=CHORD	CL=CENTER LINE		
CB=CHORD BEARING			



LB J2232

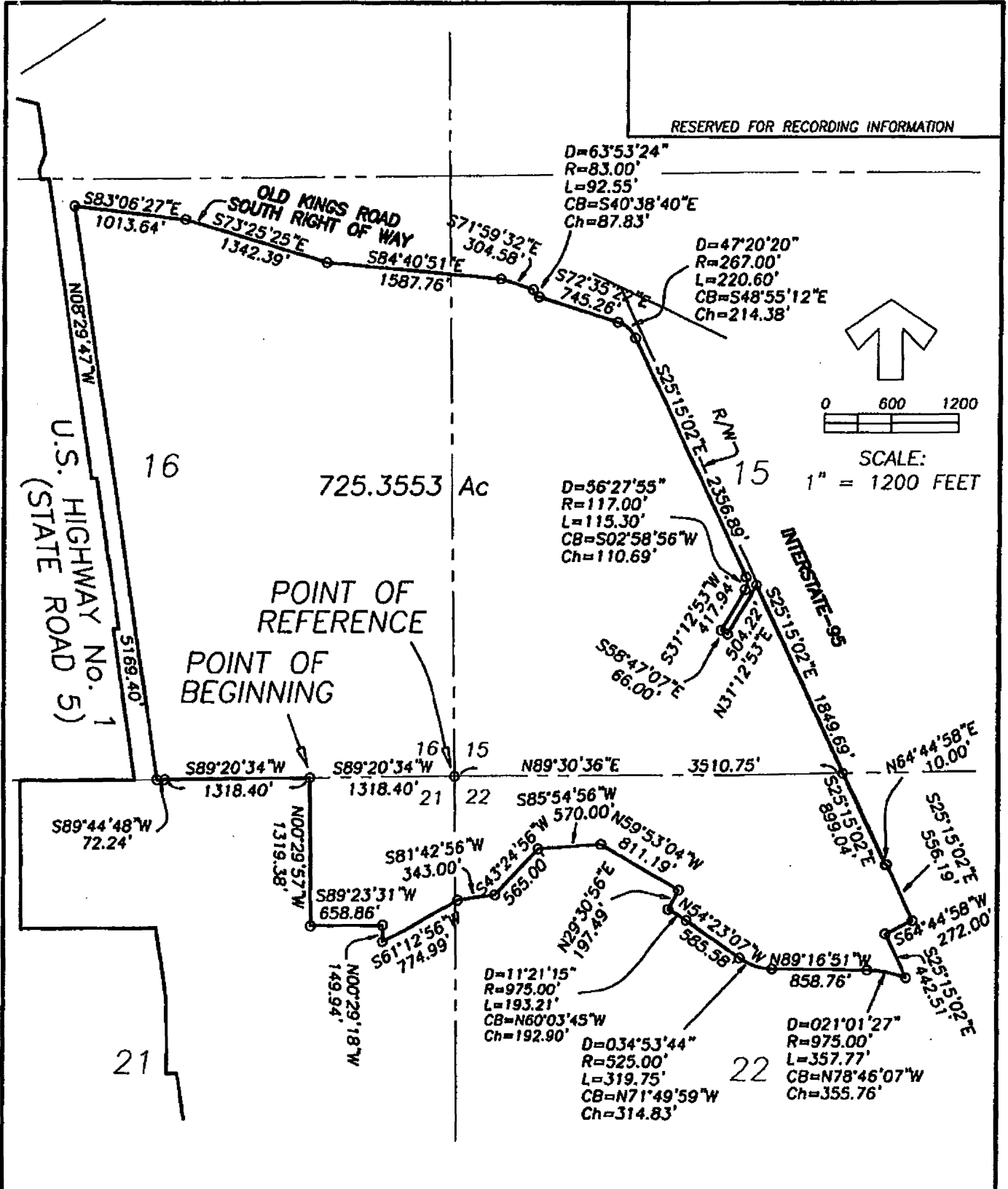
TOMOKA ENGINEERING

CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
 DAYTONA BEACH FLAGLER/PALM COAST
 Main Office: 1410 LPGA Blvd, Suite 148, Daytona Beach, FL 32117
 Phone: 386-274-1600 Fax: 386-274-1602
 email: tomoka@tomoka-eng.com website: www.tomoka-eng.com

SKETCH
AND
DESCRIPTION

PROJECT NO.	T1144FLC1
DRAWING REF No.	1144-DRI-BOUND-012507
DATE	JANUARY 25, 2007
SHEET NO.	2 OF 2

RESERVED FOR RECORDING INFORMATION



SEE SHEET 2 FOR DESCRIPTION, NOTES, ABBREVIATIONS AND SYMBOLS.



LB 7232

TOMOKA ENGINEERING

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SKETCH AND DESCRIPTION

PROJECT NO.	T1144FLCI
DRAWING REF No.	1144-DRI-BOUND-012507
DATE	JANUARY 25, 2007
SHEET NO.	1 OF 3

SKETCH AND DESCRIPTION

RESERVED FOR RECORDING INFORMATION

LEGAL DESCRIPTION

A PARCEL OF LAND LYING EAST OF U.S. HIGHWAY No.1 AND WEST OF INTERSTATE--95 IN GOVERNMENT SECTIONS 15, 16, 21 AND 22, TOWNSHIP 10 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

A POINT OF REFERENCE BEING THE NORTHEAST CORNER OF SECTION 21, TOWNSHIP 10 SOUTH, RANGE 30 EAST, THENCE SOUTH 89°20'34" WEST ALONG THE NORTH LINE OF SECTION 21 A DISTANCE OF 1318.40 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, THENCE CONTINUE SOUTH 89°20'34" WEST A DISTANCE OF 1318.40 FEET, THENCE SOUTH 89°44'48" WEST ALONG THE NORTH LINE OF SECTION 21 A DISTANCE OF 72.24 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY No. 1, THENCE NORTH 08°29'47" WEST ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 5169.40 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF OLD KINGS ROAD, THENCE DEPARTING U.S. HIGHWAY No. 1 RUN SOUTH 83°06'27" EAST A DISTANCE OF 1013.64 FEET, THENCE SOUTH 73°25'25" EAST A DISTANCE OF 1342.39 FEET, THENCE SOUTH 84°40'51" EAST A DISTANCE OF 1587.76 FEET, THENCE SOUTH 71°59'32" EAST ALONG THE SOUTH RIGHT OF WAY LINE OF OLD KINGS ROAD A DISTANCE OF 304.58 FEET TO A POINT ON A CURVE, THENCE SOUTHEASTERLY 92.55 FEET ALONG THE ARC OF A CURVE TO THE LEFT, (CONCAVE NORTHEASTERLY), HAVING A CENTRAL ANGLE OF 63°53'24", A RADIUS OF 83.00 FEET, A CHORD BEARING OF SOUTH 40°38'40" EAST AND A CHORD DISTANCE OF 87.83 FEET TO A POINT OF TANGENCY, THENCE SOUTH 72°35'22" EAST A DISTANCE OF 745.26 FEET, TO A POINT OF CURVATURE, THENCE 220.6 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, (CONCAVE SOUTHWESTERLY), HAVING A CENTRAL ANGLE OF 47°20'20", A RADIUS OF 267.00 FEET, A CHORD BEARING OF SOUTH 48°55'12" EAST AND A CHORD DISTANCE OF 214.38 FEET TO A POINT OF TANGENCY, THENCE SOUTH 25°15'02" EAST ALONG A LINE LYING PARALLEL TO AND 66.00 FEET WEST OF THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE--95 A DISTANCE OF 2356.89 FEET, TO A POINT OF CURVATURE, THENCE DEPARTING SAID PARALLEL LINE RUN 115.30 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, (CONCAVE WESTERLY), HAVING A CENTRAL ANGLE OF 56°27'55", A RADIUS OF 117.00 FEET, A CHORD BEARING OF SOUTH 02°58'56" WEST AND A CHORD DISTANCE OF 110.69 FEET TO A POINT OF TANGENCY, THENCE SOUTH 31°12'53" WEST A DISTANCE OF 417.94 FEET, THENCE SOUTH 58°47'07" EAST A DISTANCE OF 66.00 FEET, THENCE NORTH 31°12'53" EAST A DISTANCE OF 504.22 FEET, THENCE SOUTH 25°15'02" EAST A DISTANCE OF 1849.69 FEET TO A POINT

CONTINUED ON PAGE 3

SURVEYOR'S NOTES:

1. BEARINGS BASED ON THE NORTH LINE OF THE NE 1/4 OF GOVERNMENT SECTION 21, TOWNSHIP 10 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA, BEING SOUTH 89°20'34" WEST
2. THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS AND/OR OTHER MATTERS NOT SHOWN ON THIS DRAWING WHICH MAY BE FOUND IN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.
3. THIS IS NOT A BOUNDARY SURVEY.

ABBREVIATIONS

D=DELTA
R=RADIUS
L=LENGTH
CH=CHORD
CB=CHORD BEARING

MB=MAP BOOK
PG=PAGE
R/W=RIGHT OF WAY
CL=CENTER LINE

PC=POINT OF CURVE
PT=POINT OF TANGENCY
POB=POINT OF BEGINNING

PCP=PERMANENT CONTROL POINT
PRM=PERMANENT REFERENCE MONUMENT
ORB=OFFICIAL RECORD BOOK



LB #2232

TOMOKA ENGINEERING

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DAYTONA BEACH FLAGLER/PALM COAST
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Phone: 386-274-1600 Fax: 386-274-1602
email: tomoka@tomoka-eng.com website: www.tomoka-eng.com

SKETCH
AND
DESCRIPTION

PROJECT NO.	T1144FLCI
DRAWING REF No.	1144-DRI-BOUND-012507
DATE	JANUARY 25, 2007
SHEET NO.	2 OF 3

SKETCH AND DESCRIPTION

RESERVED FOR RECORDING INFORMATION

LEGAL DESCRIPTION

ON THE NORTH LINE OF SECTION 22, THENCE CONTINUE SOUTH 25°15'02" EAST A DISTANCE OF 899.04 FEET, THENCE NORTH 64°44'58" EAST A DISTANCE OF 10.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF INTERSTATE-95, THENCE SOUTH 25°15'02" EAST ALONG SAID WEST RIGHT OF WAY A DISTANCE OF 556.19 FEET, THENCE DEPARTING INTERSTATE-95 RUN SOUTH 84°44'58" WEST A DISTANCE OF 272.00 FEET, THENCE SOUTH 25°15'02" EAST A DISTANCE OF 442.51 FEET, TO A POINT OF CURVATURE, THENCE 357.77 FEET ALONG THE ARC OF A CURVE TO THE LEFT, (CONCAVE SOUTHERLY), HAVING A CENTRAL ANGLE OF 021°01'27", A RADIUS OF 975.00 FEET, A CHORD BEARING OF NORTH 78°46'07" WEST AND A CHORD DISTANCE OF 355.76 FEET TO A POINT OF TANGENCY, THENCE NORTH 89°16'51" WEST A DISTANCE OF 858.76 FEET, TO A POINT OF CURVATURE, THENCE 319.75 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, (CONCAVE NORTHERLY), HAVING A CENTRAL ANGLE OF 034°53'44", A RADIUS OF 525.00 FEET, A CHORD BEARING OF NORTH 71°49'59" WEST AND A CHORD DISTANCE OF 314.83 FEET TO A POINT OF TANGENCY, THENCE NORTH 54°23'07" WEST A DISTANCE OF 585.58 FEET TO A POINT OF CURVATURE, THENCE 193.21 FEET ALONG THE ARC OF A CURVE TO THE LEFT, (CONCAVE SOUTHWESTERLY), HAVING A CENTRAL ANGLE OF 11°21'15", A RADIUS OF 975.00 FEET, A CHORD BEARING OF NORTH 60°03'45" WEST AND A CHORD DISTANCE OF 192.90 FEET TO A POINT OF TANGENCY, THENCE NORTH 29°30'56" EAST A DISTANCE OF 197.49 FEET, THENCE NORTH 59°53'04" WEST A DISTANCE OF 811.19 FEET, THENCE SOUTH 85°54'56" WEST A DISTANCE OF 570.00 FEET; THENCE SOUTH 43°24'56" WEST A DISTANCE OF 565.00 FEET, THENCE SOUTH 81°42'56" WEST A DISTANCE OF 343.00 FEET, THENCE SOUTH 61°12'56" WEST A DISTANCE OF 774.99 FEET, THENCE NORTH 00°29'18" WEST A DISTANCE OF 149.94 FEET, THENCE SOUTH 89°23'31" WEST A DISTANCE OF 658.86 FEET, THENCE NORTH 00°29'57" WEST A DISTANCE OF 1319.38 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINING 725.3553 ACRES, MORE OF LESS.



LB #2232

TOMOKA ENGINEERING

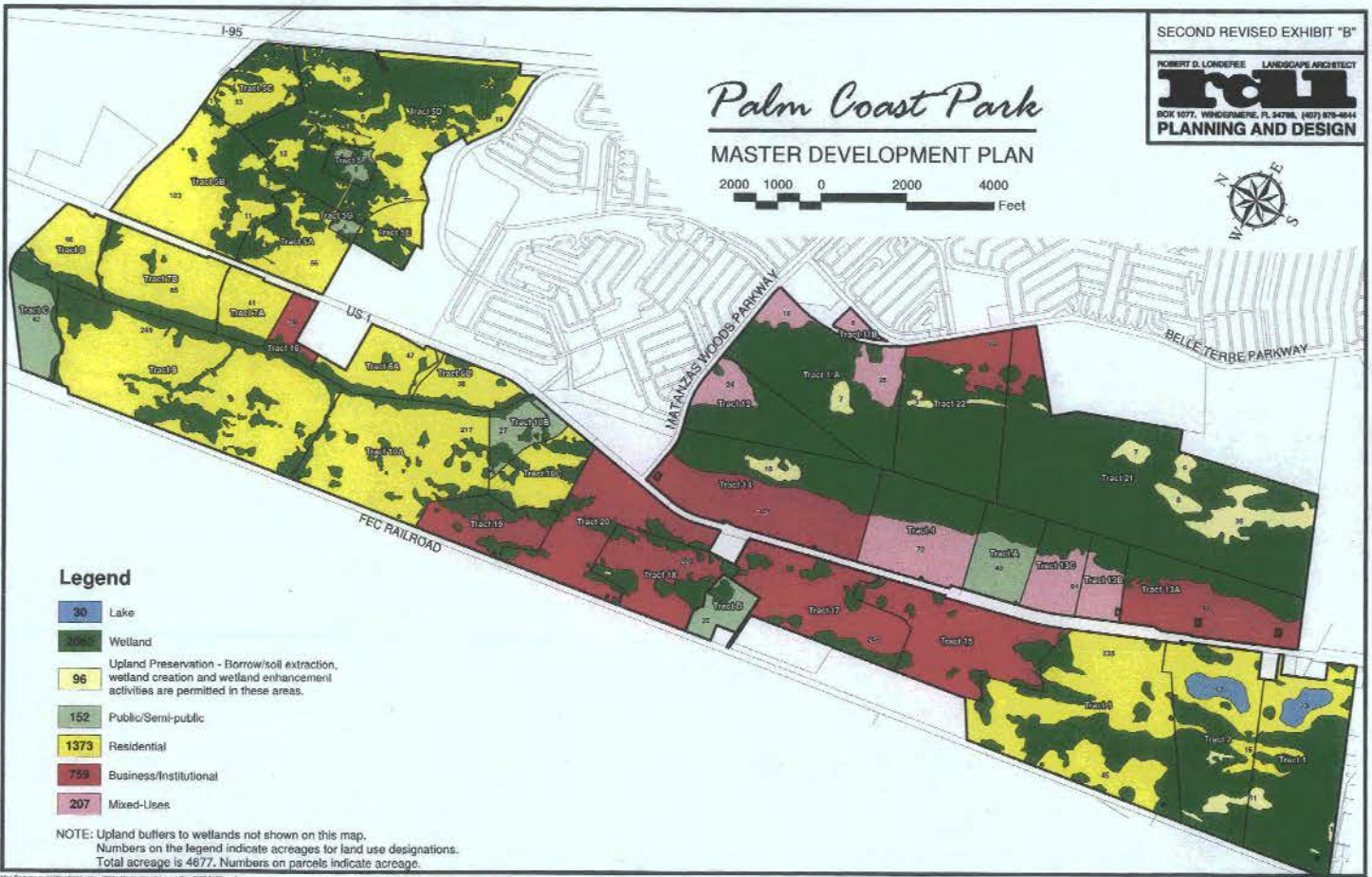
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SKETCH AND DESCRIPTION

PROJECT NO.	TI144FLCI
DRAWING REF No.	1144-DRI-BOUND-012507
DATE	JANUARY 25, 2007
SHEET NO.	3 OF 3

Palm Coast Park

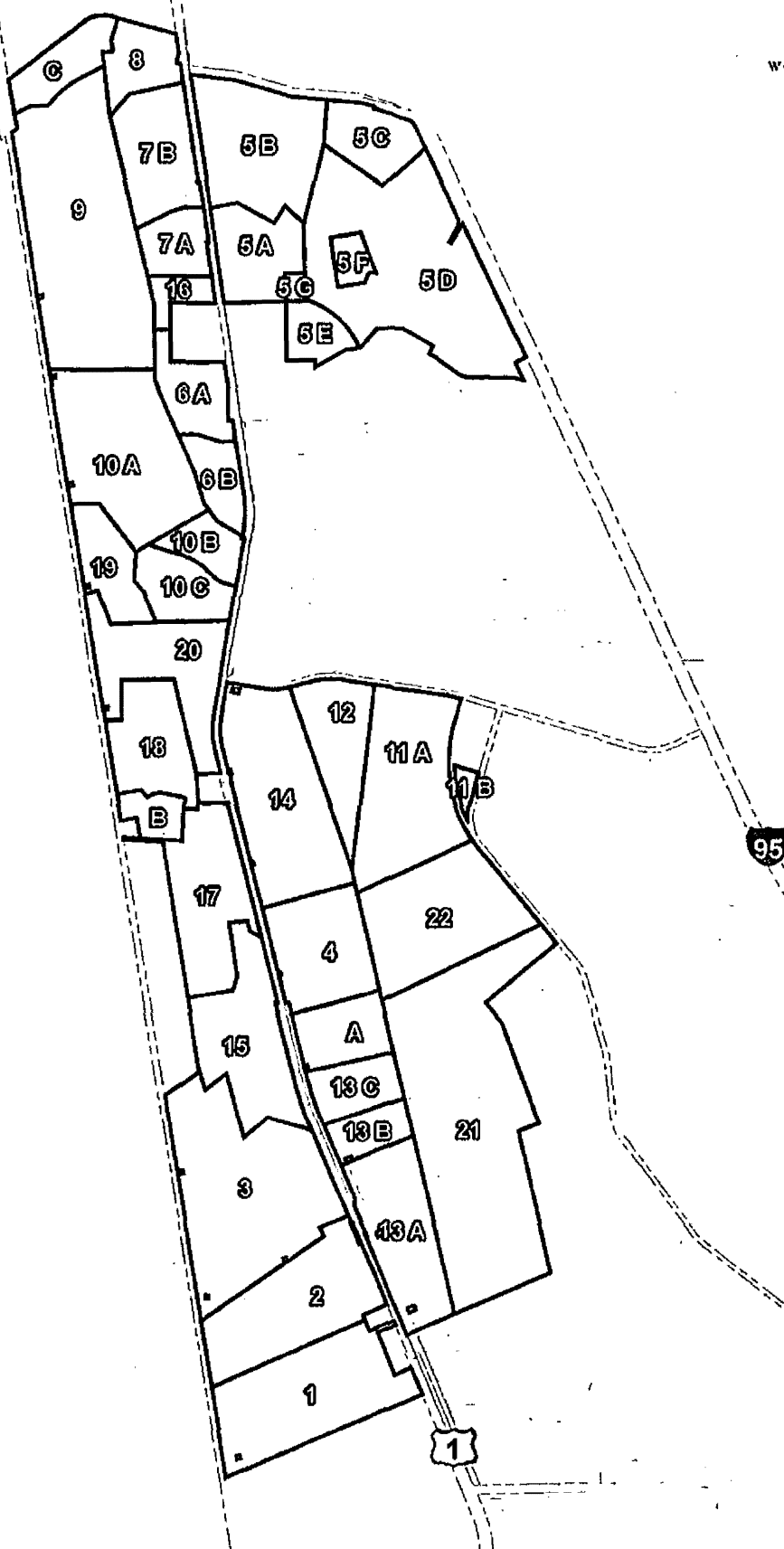
MASTER DEVELOPMENT PLAN



Legend

- 30 Lake
- 2062 Wetland
- Upland Preservation - Borrow/soil extraction, wetland creation and wetland enhancement activities are permitted in these areas.
- 152 Public/Semi-public
- 1373 Residential
- 759 Business/Institutional
- 207 Mixed-Uses

NOTE: Upland buffers to wetlands not shown on this map.
Numbers on the legend indicate acreages for land use designations.
Total acreage is 4877. Numbers on parcels indicate acreage.



PALM COAST PARK

SECOND REVISED EXHIBIT "D"
TRACT MAP

STORMWATER POLLUTION PREVENTION PLAN

In order to ensure water quality is maintained and encroachment into environmentally sensitive areas are prohibited, the property Owner and Contractor shall make an effort to adhere to the following Operation Plan prior to and during construction.

STORMWATER POLLUTION PREVENTION PLAN APPROVAL

A Stormwater Pollution Prevention Plan (SWPPP) will be developed by the Engineer and included in the construction plans for each area of development. The Contractor is responsible to review the plan and make modifications that address construction activities. All modifications must be approved by the Owner and Engineer. The plan will correspond with the construction sequence and generally include the following:

1. The locations and types of control features shall be shown to prevent erosion or the transportation of eroded material off-site during each phase of construction. Supplementary sediment and erosion control devices may be required to accommodate the Contractor's phasing of construction activities. The Contractor will modify the SWPP to address the installation and maintenance of all sediment control devices during each phase of construction.
2. The Contractor will be solely responsible for the prevention, control, and abatement of erosion and water pollution and the transportation of eroded materials off site. The Contractor will also be responsible for maintaining any and all sediment control devices throughout the duration of construction as required by the Community Development District (CDD), Engineer, and the Florida Department of Environmental Protection.
3. All erosion control devices will be placed prior to beginning work of each construction phase. It is understood that "select clearing" is required for the placement of silt fence as detailed on the SWPPP. All erosion control devices will be maintained during construction and will be inspected weekly or after rainfall events of greater than 0.5 inches. Repairs will be performed as necessary and prior to suspension of work activities each weekend.
4. Sediment and erosion control barriers will be placed around all stormwater inlets and manholes during construction. Rock bags are to be placed at the downstream side of each curb inlet after the roadway base course is constructed to divert stormwater to the inlets.
5. Supplemental sediment and erosion control devices may be necessary during construction as determined by the Contractor or as directed by the Engineer or Community Development District (CDD).
6. Staging areas will be enclosed with silt fence, and drainage directed to stormwater ponds.

PRE-CONSTRUCTION ACTIVITIES

At least ten calendar days prior to the Pre-construction Conference, the Contractor will submit for approval by the Engineer a SWPPP prepared in accordance with the Florida Erosion and Sediment Control Inspector's Manual. The SWPPP will address the installation and maintenance of all temporary and permanent sediment and erosion control devices to be used during each phase of construction, including tree removal, clearing and grubbing, hauling of excavated materials, and placement of backfill. The plan also will detail the erosion control measures to be employed at all stockpile and construction staging areas and will define the maximum limits of all active construction zones and the maximum amount of time each segment of the project will be unprotected against erosion.

Also, at least ten calendar days prior to the Pre-construction Conference, the Contractor will submit for approval by the Engineer an Excavation and Dewatering Plan (EDP) . The plan will address excavation of the stormwater ponds and identify phasing of the excavation, including for each excavation phase, the limits of excavation, hauling of excavated materials, dewatering, control of on-site and off-site stormwater runoff, and measures to be employed for controlling erosion and for controlling the transportation of eroded materials off-site.

A Pre-construction Conference will be conducted prior to the start of any site construction. Attendees shall include the Contractor, CDD, Engineer and regulatory agency representatives. The purpose of this conference is to review the site specific details of the SWPPP and EDP, agree upon any modifications to these plans, and identify the individuals responsible for its implementation. In addition, specific conditions of regulatory permits will be reviewed and persons assigned to the monitoring for compliance with these conditions will be identified.

CONSTRUCTION ACTIVITIES

The Contractor shall at a minimum implement the requirements outlined below and those measures shown on the SWPPP. In addition, the Contractor shall implement additional measures required to maintain compliance with applicable permit conditions and state water quality standards. Depending on the nature of materials and methods of construction the contractor may be required to add flocculants to the detention system prior to discharge to Waters of the State.

Sequence of Major Erosion Control Activities:

The order of activities will be as follows:

1. Install stabilized construction entrance.
2. Select clear and install silt fences and hay bales as required.
3. Clear and grub for diversion swales/dikes and sediment basin.
4. Construct sedimentation basin.
5. Stock pile top soil if required.

6. Stabilize denuded areas and stockpiles as soon as practicable.
7. Complete grading and install/permanent seeding/sod and planting.
8. Remove accumulated sediment from basins.
9. Flocculate lake system, if required, to meet water quality standards.
10. When all construction activity is complete and the site is stabilized, remove any temporary diversion swales/dikes, silt fences, hay bales and reseed/sod as required.

Additional Controls

It is the Contractor's responsibility to implement the erosion and turbidity controls as shown on the SWPPP. It is also the Contractor's responsibility to ensure these controls are properly installed, maintained and functioning properly to prevent turbid or polluted water from leaving the project site. The Contractor will adjust the erosion and turbidity controls shown on the SWPPP and add additional control measures, as required, to ensure the site meets all federal, state and local erosion and turbidity control requirements. The following best management practices will be implemented by the Contractor as required by the SWPPP and as required to meet the sediment and turbidity requirements imposed on the project site by the regulatory agencies.

Erosion and sediment controls stabilization practices (See the site specific SWPPP for applicability.):

1. Straw bale barrier: Straw bale barriers will be used below disturbed areas subject to sheet and rill erosion with the following limitations:
 - a. Where the maximum slope behind the barrier is 3:1 (horizontal:vertical).
 - b. In minor swales or ditch lines where the maximum contributing drainage area is no greater than 2 acres.
 - c. Where effectiveness is required for less than 3 months.
 - d. Every effort should be made to limit the use of straw bale barriers constructed in live streams or in swales where there is the possibility of a washout. If necessary, measures shall be taken to properly anchor bales to insure against washout.
2. Filter Fabric Barrier: Filter fabric barriers shall be installed landward of upland buffers. Filter fabric barriers will be used below disturbed areas subject to sheet and rill erosion with the following limitations:
 - a. Where the maximum slope behind the barrier is 3:1.
 - b. In minor swales or ditch lines where the maximum contributing drainage area is no greater than 2 acres.
3. Sod with Filter Fabric: In areas with slopes steeper than 3:1, the slope shall be full sodded. Filter fabric barriers (silt fence) shall be installed at the toe of the slope.
4. Brush Barrier with Filter Fabric: Brush barrier will be used below disturbed areas subject to sheet and rill erosion where enough residue material is available on site.

5. **Spreader Swale:** A spreader swale will be used where sediment-free storm runoff is intercepted and diverted away from graded areas onto undisturbed stabilized areas. The water should not be allowed to reconcentrate after release.
6. **Stockpiling Material:** No excavated material shall be stockpiled in such a manner as to direct stormwater runoff off site into any adjacent water body.
7. **Limitation of Exposure of Erodible Earth:** The surface area of open, raw erodible soil exposed by clearing and grubbing operations or excavation and filling operations shall not exceed 17 acres without specific prior approval by the Engineer. This limitation applies separately to clearing and grubbing operations and excavation and filling operations. The Engineer may increase or decrease the amount of surface areas the Contractor may expose at any one time.
8. **Inlet Protection:** Inlets and catch basins which discharge directly off-site shall be protected from sediment-laden storm runoff.
9. **Temporary Seeding:** Cleared areas that are not designated for construction activity for more than 45 days shall be seeded or hydroseeded.
10. **Temporary Seeding and Mulching:** Slopes steeper than 6:1 shall receive approximately 2 inches loose measure of mulch material cut into the soil of the seeded area adequate to prevent movement of seed and mulch. Hydroseeding or hydromulching may be used in place of Seeding and Mulching.
11. **Temporary Grassing:** The Engineer may designate certain areas of grassing as temporary erosion control features. The Engineer may direct the Contractor to omit permanent type grass seed from grassing.
12. **Regrassing:** If, after 28 days from seeding, the temporary grassed areas have not attained a minimum of 75 percent good grass cover, the area will be reworked and additional seed applied sufficient to establish the desired vegetative cover.
13. **Maintenance:** All features of the project designed and constructed to prevent erosion and sediment shall be maintained during the life of the construction so as to function as they were originally designed and constructed.
14. **Permanent Seeding:** All areas which have been disturbed by construction will, as a minimum, be seeded. Slopes steeper than 4:1 shall be seeded and mulched or sodded. Hydroseeding may be used in place of Seeding and Mulching.
15. **Temporary Diversion Dike:** Temporary diversion dikes will be used to divert runoff through a sediment-trapping facility.
16. **Temporary Sediment Trap:** A sediment trap is usually installed in a drainage way at a storm drain inlet or at other points of discharge from a disturbed area.

17. Sediment Basin: Sediment Basin(s) will be constructed at the common drainage locations that serve an area with 10 or more disturbed acres at one time. Construct sedimentation basins in accordance with FDOT Roadway and Traffic Design Standards. All sediment collected in permanent or temporary sediment traps must be removed upon final stabilization.

Site Maintenance Activities

Waste Disposal

Waste Materials

All waste material shall be collected and stored in a securely lidded metal dumpster. The dumpster will meet all local and state solid waste management regulations. The dumpster will be emptied as needed and the trash will be hauled to a state approved landfill. All personnel will be instructed regarding the correct procedure for waste disposal. The site superintendent or the individual who manages the day-to-day site operations will be responsible for posting notices stating these practices at the construction site and for seeing that these procedures are followed.

All waste materials that are too large for the dumpster shall be stockpiled and hauled to a state approved landfill.

Hazard Waste

All hazardous waste materials will be disposed of in a manner specified by local or state regulation or by the manufacturer. Site personnel will be instructed in these practices and the site superintendent, the individual who manages the day-to-day site operations, will be responsible for seeing that these procedures are followed.

Sanitary Waste

All sanitary waste will be collected from the portable units as needed to prevent possible spillage. The waste will be collected and disposed of in accordance with state and local waste disposal regulations for sanitary sewer or septic systems.

Offsite Vehicle Tracking

A stabilized construction entrance will be provided to help reduce vehicle tracking of sediments. The paved street adjacent to the site entrance will be swept as needed or as directed by the Engineer to remove any excess mud, dirt or rock tracked from the site. Dump trucks hauling material from the construction site will be covered with a tarpaulin.

Spill Prevention Plan

Material Management Practices

The following are the material management practices that will be used to reduce the risk of spills or other accidental exposure of materials and substances to stormwater runoff.

Good Housekeeping

The following good housekeeping practices will be followed onsite during the construction project:

- * An effort will be made to store only enough product required to do the job.
- * All materials stored onsite will be stored in a neat, orderly manner in their appropriate containers and, if possible, under a roof or other enclosure.
- * Products will be kept in their original containers with the original manufacturer's label.
- * Substances will not be mixed with one another unless recommended by the manufacturer.
- * Whenever possible, all of a product will be used up before disposing of the container.
- * Manufacturer's recommendations for proper use and disposal will be followed.
- * The site superintendent will inspect daily to ensure materials onsite receive proper use and disposal.

Hazardous Products

These practices are used to reduce the risks associated with hazardous materials:

- * Products will be kept in original containers unless they are not resealable.
- * Original labels and material safety data will be retained; they contain important product information.
- * If surplus product must be disposed of, manufacturer's or local and state recommended methods for proper disposal will be followed.

Product Specific Practices

The following product specific practices will be followed onsite:

Petroleum Products

All onsite vehicles and chemical storage tanks will be monitored daily during construction activities for leaks and receive regular preventative maintenance to reduce the chance of leakage. Portable petroleum storage tanks shall not be placed within 200 feet of a wetland or water body including stormwater management ponds, unless secondary containment is provided. Petroleum products will be stored in tightly sealed containers which are clearly labeled. Any asphalt substances used onsite will be applied according to the manufacturer's recommendations. Emergency spill kits shall be placed adjacent to chemical storage tank locations. At a minimum, earthen berms shall be constructed around temporary chemical storage tanks.

Fertilizers

Fertilizers used will be applied only in the minimum amounts recommended by the manufacturer. Once applied, fertilizer will be worked into the soil to limit exposure to Stormwater. Storage will be in a covered area. The contents of any partially used bags of fertilizer will be transferred to a sealable plastic bin to avoid spills.

Paints

All containers will be tightly sealed and properly stored when not required for use. Excess paint will not be discharged to the storm sewer system but will be properly disposed of according to manufacturer's instructions or state and local regulations.

The site superintendent responsible for the day-to-day site operations, will be the spill prevention and cleanup coordinator. He/she will designate at least one other site personnel who will receive spill prevention and cleanup training. These individuals will each become responsible for a particular phase of prevention and cleanup. The names of responsible spill personnel will be posted in the material storage area and if applicable, in the office trailer onsite.

MAINTENANCE / INSPECTION PROCEDURES

Erosion and Sediment Control Inspection and Maintenance Practices

The following are inspection and maintenance practices that will be used to maintain erosion and sediment controls:

- * All control measures will be inspected by the site superintendent, the person responsible for the day to day site operation or someone appointed by the site superintendent, at least once a week and following any storm event of 0.5 inches or greater.
- * All turbidity control measures will be maintained in good working order; if a repair is necessary, it will be initiated within 24 hours of report.
- * Built up sediment will be removed from silt fence when it has reached one-third the height of the fence.
- * Silt fence will be inspected for depth of sediment, tears, to see if the fabric is securely attached to the fence posts, and to see that the fence posts are firmly in the ground.
- * The sediment basins will be inspected for the depth of sediment. Sediment will be removed when it reaches 20 percent of the design capacity or at the end of the job.
- * Diversion dikes/swales show on the plans will be inspected and any breaches promptly repaired.
- * Temporary and permanent seeding and planting will be inspected for bare spots, washouts, and healthy growth.

- * A maintenance inspection report will be completed weekly. A completed copy will be submitted to the Engineer and a completed copy will be kept on site during construction and available upon request by the Owner, Engineer or any federal, state or local agency approving sediment and erosion plans, or stormwater management plans. The reports shall be made and retained as part of the SWPPP for at least three years (by the Owner) from the date that the site is finally stabilized and the notice of termination is submitted.
- * The site superintendent will select up to three individuals who will be responsible for inspections, maintenance and repair activities, and filling out the inspection and maintenance report.
- * Personnel selected for inspection and maintenance responsibilities will receive training from the site superintendent. They will be trained in all inspection and maintenance practices necessary for keeping the erosion and sediment controls used onsite in good working order.

NON-STORMWATER DISCHARGES

It is expected that the following non-stormwater discharges will occur from the site during the construction period:

- * Water from water line flushing.
- * Pavement wash waters (where no spills or leaks of toxic or hazardous materials have occurred).
- * Uncontaminated groundwater (from dewatering excavation).

All non-stormwater discharges will be directed to the sediment basin prior to discharge. If applicable, all necessary regulatory permits shall be obtained prior to non-stormwater discharges.

**2004 NEW GROWTH RATE
Fairshare Roadway Improvement Cost Estimates
West Palm Coast DRI**

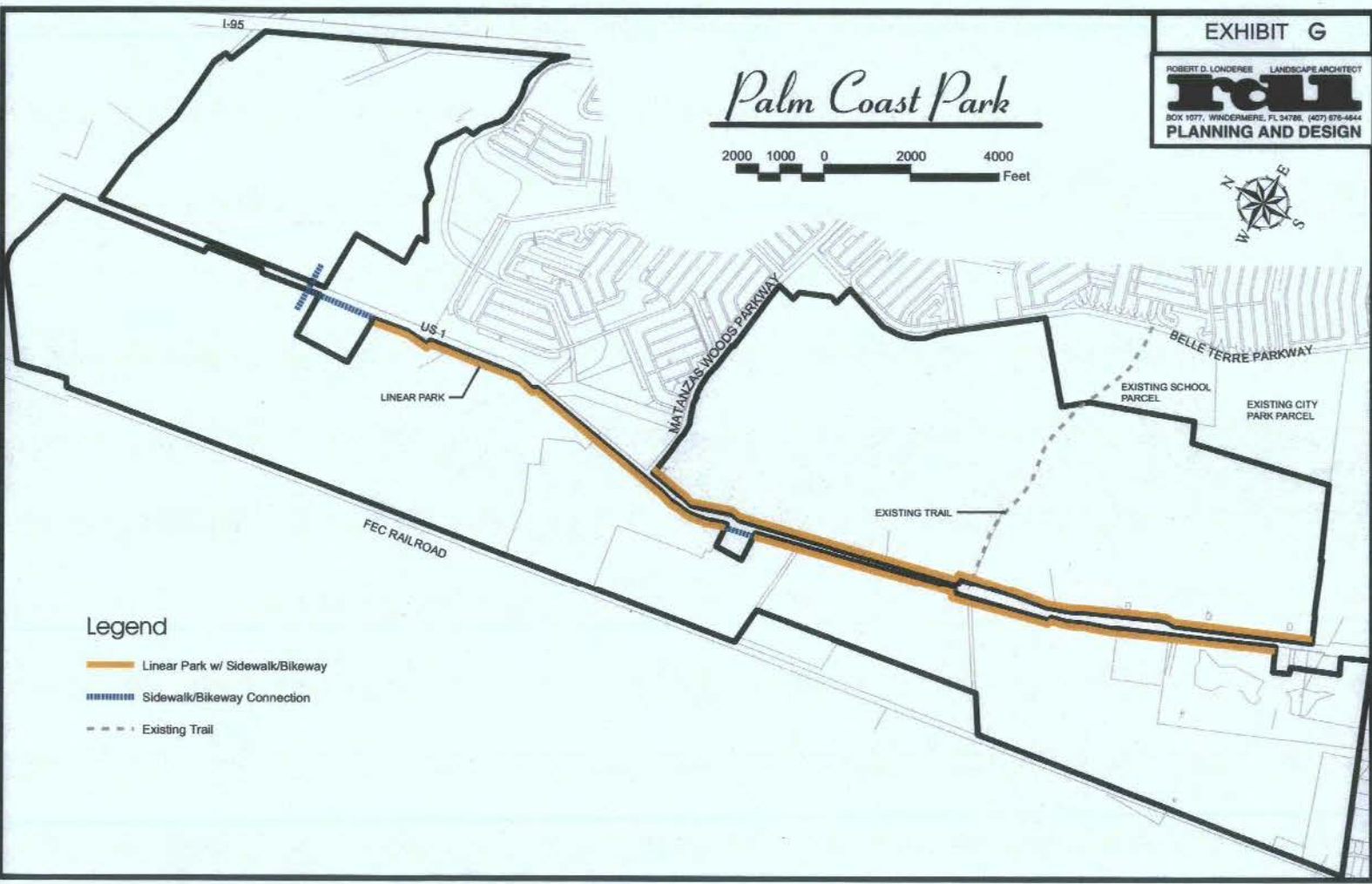
Road	Segment			Phase I				Phase II				Phase III				Total Cost (\$1,000)	Total Fair Share (\$1,000)
	From	To	Length (Miles)	Needs	Cost/Mi (\$1,000)	Cost (\$1,000)	Fair Share (\$1,000)	Needs	Cost/Mi (\$1,000)	Cost (\$1,000)	Fair Share (\$1,000)	Needs	Cost (\$1,000)	Fair Share (\$1,000)			
Matanzas Woods Pkwy	US 1	Belle Terre Pkwy	1.20					4L	\$ 2,160	\$ 2,592	\$ 2,395	6L	\$ 2,160	\$ 2,592	\$ 2,466	\$ 5,184	\$ 4,861
	Belle Terre Pkwy	I-95	0.80					4L	\$ 2,160	\$ 1,728	\$ 1,414					\$ 1,728	\$ 1,414
	I-95 Ramps ¹		1.00					Add Ramps	n/a	\$ 2,000	1,000					\$ 2,000	\$ 1,000
Old Kings Rd	Frontier Dr	Farragut Dr	1.10									4L	\$ 2,160	\$ 2,376	\$ 313	\$ 2,376	\$ 313
Belle Terre Pkwy	SR 100	Royal Palms Pkwy	1.50					6L	\$ 2,160	\$ 3,240	\$ 369					\$ 3,240	\$ 369
	Royal Palms Pkwy	White View Pkwy	1.50					6L	\$ 2,160	\$ 3,240	\$ 550	8L	\$ 2,160	\$ 3,240	\$ 1,037	\$ 6,480	\$ 1,587
	White View Pkwy	Pine Lakes Pkwy	1.90					6L	\$ 2,160	\$ 4,104	\$ 931					\$ 4,104	\$ 931
	Pine Lakes Pkwy S	Cypress Point Pkwy	0.40	6L	\$ 2,160	\$ 864	\$ 124	8L	\$ 2,160	\$ 864	\$ 304	10L	\$ 2,160	\$ 864	\$ 691	\$ 2,592	\$ 1,119
	Palm Coast Pkwy (EB)	Palm Coast Pkwy (WB)	0.20					6L	\$ 2,160	\$ 432	\$ 98					\$ 432	\$ 98
	Palm Coast Pkwy (WB)	Bellaire Drive	0.30					6L	\$ 2,160	\$ 648	\$ 306	4L	\$ 2,160	\$ 2,160	\$ 416	\$ 648	\$ 306
	Bellaire Drive	Pine Lakes Pkwy N	1.00												\$ 2,160	\$ 416	
Palm Coast Pkwy	Belle Terre Pkwy	Cypress Point Pkwy	0.85	3LO-W	\$ 2,160	\$ 1,836	\$ 544									\$ 1,836	\$ 544
	Cypress Point Pkwy	I-95 - West Ramps	0.10	6L	\$ 2,160	\$ 216	\$ 62	8L	\$ 2,160	\$ 216	\$ 69					\$ 432	\$ 130
	I-95 - West Ramps	I-95 - East Ramps	0.40					8L	\$ 4,320	\$ 1,728	\$ 163					\$ 1,728	\$ 163
	I-95 - East Ramps	Old Kings Rd	0.20					8L	\$ 4,320	\$ 864	\$ 81					\$ 864	\$ 81
Royal Palms Pkwy	US 1	Belle Terre Pkwy	2.7	4L	\$ 2,160	\$ 5,832	\$ 448									\$ 5,832	\$ 448
Seminole Woods Blvd	US 1	Citation	2.4									4L	\$ 2,160	\$ 5,184	\$ 241	\$ 5,184	\$ 241
Totals						\$ 8,748	\$ 1,177			\$ 21,008	\$ 7,374			\$ 17,064	\$ 5,470	\$ 46,820	\$ 14,021

¹Addition of ramps to the proposed Matanzas Woods Parkway overpass assumed to be equal to the approximate cost of four, 1/4-mile two-lane roadways. Project's share assumed to be 50%

Exhibit "F"

ROBERT D. LONDENEY LANDSCAPE ARCHITECT
rdll
BOX 1077, WINDERMERE, FL 34786 (407) 876-4644
PLANNING AND DESIGN

Palm Coast Park



Legend

- Linear Park w/ Sidewalk/Bikeway
- Sidewalk/Bikeway Connection
- Existing Trail

SECOND REVISED EXHIBIT "H"

LAND USES AND DEVELOPMENT

1. General -

Second **Revised Exhibit "D"** to this Second Amended and Restated Development Order (the "Tract Map") depicts the Palm Coast Park DRI Tracts and the existing roadway system.

2. Land Use by Tract -

The Palm Coast Park DRI shall be made up of the following land uses by tract, the locations of which are shown on the Tract Map:

(a) Residential Areas -

The "Residential Areas" consist of sites for various housing types including the following: single-family residential homes; town homes; condominium units and apartment units. All housing types may include elderly housing, such as independent living, assisted living, congregate care and retirement village. The Residential Areas consist of Tracts 1, 2, 3, 5A, 5B, 5C, 5D, 5E, 6A, 6B, 7A, 7B, 8, 9, 10A and 10C, as shown on the Tract Map.

(b) Business/Institutional Areas -

The "Business/Institutional Areas" consist of sites for various non-residential uses including one or more of the following: commercial; office; financial institutions; food service; lodging and other tourist related facilities; light industrial; warehouse/distribution; public uses, including but not limited to parks, schools, utility facilities, fire, rescue and police stations; and institutional facilities, including but not limited to houses of worship, private clubs and community clubs. The Business/Institutional Areas consist of Tracts 13A, 14, 15, 16, 17, 18, 19, 20, 21 and 22, as shown on the Tract Map.

(c) Mixed-Uses Areas -

The "Mixed-Uses Areas" consist of sites for one or any combination of uses listed under subsections (a) and (b) above. The Mixed-Uses Areas consist of Tracts 4, 11A, 11B, 12, 13B and 13C.

(d) Public/Semi-Public Areas -

The "Public/Semi-Public Areas" consist of sites for various types of public and semi-public uses which may include parks, schools, utility facilities, fire, rescue and police stations. The Public/Semi-Public Areas consist of Tracts A, 5F, 5G and 10B, as shown on the Tract Map.

Public facilities, including but not limited to schools, parks and fire stations, may be located anywhere on any of the tracts.

(e) Common Areas -

The "Common Areas" consist of over 2,000 acres of existing wetlands, plus greenways, lakes, bikeways, walkways and other passive parks and recreational areas, including a frontage park along US-1 (the "US-1 Frontage Park"). The Common Areas shall make up approximately one-half of the DRI Property. Where possible, pedestrian access shall be provided through the Common Areas to connect adjacent development areas and to connect with parks, commercial areas and residential neighborhoods adjacent to the Project. Development activities within permanent conservation easements shall comply with applicable rules and regulations set forth in the Florida Administrative Code, Florida Statutes and the City's Unified Land Development Code.

3. Unified Land Development Code Applicability -

(a) The Unified Land Development Code of the City ("LDC") applies to the DRI Property and development within it, unless expressly otherwise provided herein or as negotiated in an approved Planned Unit Development Agreement or Master Planned Development Agreement ("MPD") covering development within one or more tracts. The requirements set forth herein supersede any inconsistent provisions of the LDC or other ordinances of the City.

(b) Title to any tract, as shown on the Tract Map, may be transferred in its entirety without platting so long as the tract has access to a public roadway directly or via an easement or is transferred to a person or entity that already holds title to adjacent property that has access to a public roadway. In addition, title to part of any tract may be transferred to a public entity without platting and if part of any tract was previously transferred to a public entity, the remainder of the tract may be conveyed in its entirety without platting so long as that portion of the tract has access to a public roadway directly or via an easement or is conveyed to a person or entity that already holds title to adjacent property that has access to a public roadway. However, no infrastructure improvements, with the exception of stormwater and utility improvements and site fill may be made on any tract until preliminary plat or site plan approval is received for the area to be improved. A final plat or Declaration of Condominium shall be recorded prior to

issuance of a building permit or conveyance of any portion of the property that is included in the plat or condominium.

(c) As tracts are fully developed and built out, the method of conveying stormwater to stormwater retention areas may be altered from time to time. In the meantime, stormwater may be conveyed to stormwater retention areas on a temporary basis through a variety of methods, including open swales. Temporary easements shall be granted to the entity that is responsible for maintaining the stormwater management system over all areas that contain temporary drainage facilities, and when the stormwater facilities are permanently located, and that entity shall release any temporary easements in exchange for a grant of permanent easements over the location of the permanent drainage facilities.

(d) To avoid damage to roads, disruption of activities at the Palm Coast Park DRI and because of the location of fill sources, it may be necessary to fill certain development areas within the DRI Property before specific site development plans are available for the areas. Therefore, clearing of trees, filling, excavation and dredging may be performed within DRI Property consistent with permits issued from time to time by the St. Johns River Water Management District ("SJRWMD") and the City. All cleared and filled areas shall be seeded or sodded and an average of 1 tree, with a minimum height of 8 feet and 2 inches caliper measured 6 inches above grade, shall be planted per acre. The trees may be planted in groupings to meet this requirement

(e) The US-1 Frontage Park, its landscaping, bikepaths and other amenities, was completed on or before **June 30, 2008**. Other roadways, sidewalks/bikeways and trails shall be constructed concurrently with development of adjoining properties to insure that contiguous walkable sidewalks are available at all times. This means that sidewalk construction may be required to precede development of properties. Any temporary sidewalks fronting vacant building sites may consist of a path constructed with stabilized shell or other material approved by the City's Development Services Director. Temporary paths shall be replaced by permanent sidewalks before a certificate of occupancy is issued for a building that is constructed on the adjacent building site.

(f) The DRI Property contains over 2,000 acres of wetlands, much of which are substantially degraded as a result of years of agricultural use. A minimum of 1,850 acres of wetlands on the DRI Property shall be conserved and/or enhanced. Because of the size and complexity of the Palm Coast Park DRI, and the wetland protection provisions that are provided for in this Second Amended and Restated Development Order, including the commitment to conserve and/or enhance the vast majority of the wetlands within the DRI Property in order to provide an increase in the overall wetland functional values, the wetlands provisions of the LDC shall not apply in the case of development on the DRI Property. Instead, Developer shall be obligated to comply with all provisions with respect to wetlands that are set forth in the City's Comprehensive Plan,

including obtaining approvals, as appropriate, from the SJRWMD and the United States Army Corp of Engineers prior to commencing any development which impacts wetlands.

4. Platting and Plan Overview -

The Master Plan depicts the general layout of the Palm Coast Park DRI, including the location of existing roads. The location of lot lines, structures, internal landscape buffers, drainage facilities and the internal street system shall be shown on plats, site development plans or condominium documents as portions of the Palm Coast Park DRI are designed for development.

The Palm Coast Park DRI shall be developed in phases consistent with this Second Amended and Restated Development Order. The Developer may sell tracts, parcels or platted lots. Title to tracts may be conveyed without platting, provided they have access to a public roadway directly or via an easement or title is conveyed to a person or entity that already holds title to adjacent property that has access to a public roadway, as provided for herein.

The Developer submitted an overall development plan for Palm Coast Park Phase 1 in early 2006, and received overall development plan approval on August 25, 2006. All infrastructure necessary to support each phase of the Palm Coast Park DRI shall be constructed with that phase. A final preliminary plat or site development plan for the Palm Coast Park DRI shall be submitted within thirty-nine (39) years from the effective date of the original Development Order (December 7, 2004).

5. Future Land Use Map ("FLUM") Category and Zoning -

(a) The City's Comprehensive Plan shows the DRI Property designated as a DRI-Mixed-Use on its FLUM. As such, the zoning adopted for the DRI Property must be consistent with the DRI-Mixed-Use designation. The City shall regulate development within the Palm Coast Park DRI consistent with its zoning classifications and the requirements in the LDC that are effective at the time of preliminary plat approval.

(b) Agricultural uses that include grazing of animals, raising of crops, sod farming, nursery and silvaculture activities shall be permitted on any tract prior to commencement of vertical development on the tract. If any part of a tract is approved for vertical development, agricultural uses may continue on the remainder of the tract.

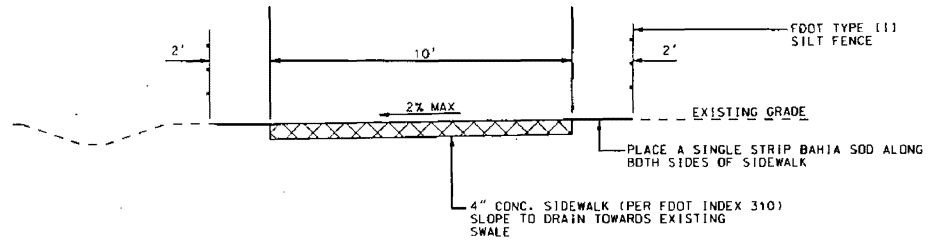


SINGHOFEN & ASSOCIATES, INC.
 STORMWATER MANAGEMENT AND CIVIL ENGINEERING

**PALM COAST PARKWAY & US HIGHWAY 1
 OFFSITE TRAIL EXTENSIONS**

SITE MAP

**EXHIBIT
 I**



10' OFFSITE TRAIL

SCALE: 1" = 5'



OFFSITE TRAIL EXTENSIONS

TYPICAL OFFSITE TRAIL SECTIONS

EXHIBIT
J

Project No.
2010-003.10