

1 on certain real property as more specifically described on
2 **Second Revised Exhibit "A"** hereto (the "DRI Property");

3 WHEREAS, the 2003 ADA was reviewed by the Northeast
4 Florida Regional Council ("NEFRC") as required by Section
5 380.06, *Florida Statutes*, and the NEFRC recommended that the
6 ADA be approved, with conditions; and

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

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

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

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

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

1 WHEREAS, thereafter Resolution 2005-03 providing for
2 clarification of the DO was recorded on March 16, 2005, in
3 Official Records Book 1215, Page 1424, of the Public Records
4 of Flagler County, Florida;

5 WHEREAS, pursuant to Subsection 380.06(19), Florida
6 Statutes, by Resolution 2007-105 effective July 17, 2007,
7 Developer's Notification of a Proposed Change to a Previously
8 Approved Development of Regional Impact was approved and the
9 Amended and Restated Palm Coast Park DRI Development Order
10 (the "Amended and Restated DO") was recorded on July 23,
11 2007, in Official Records Book 1600, Page 49, of the Public
12 Records of Flagler County, Florida;

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

20 WHEREAS, pursuant to Subsection 380.06(19), Florida
21 Statutes, by Resolution 2011-93 effective October 4, 2011,
22 Developer's Notification of a Proposed Change to a Previously
23 Approved Development of Regional Impact was approved and the
24 Second Amended and Restated Palm Coast Park DRI Development
25 Order (the "Second Amended and Restated DO") was recorded on

1 October 20, 2011, in Official Records Book 1838, Page 834, of
2 the Public Records of Flagler County, Florida;

3 WHEREAS, PCL transferred its title and ownership to
4 Carter-Sawmill Creek, LLLP (CSC) of about 698.35+/- acres of
5 the DRI Property located west of US Highway 1 and north of
6 Matanzas Woods Parkway on March 28, 2013, in Official Records
7 Book 1932, Page 588.

8 WHEREAS, PCL transferred its title and ownership to
9 Optimum Global Properties, LLC (OGP) of about 725.50+/- acres
10 of the DRI Property located east of US Highway 1 and north of
11 Matanzas Woods Parkway on June 27, 2017, in Official Records
12 Book 2215, Page 1011.

13 WHEREAS, PCL will hereinafter be referred to as
14 "Developer" and PCL, CSC and OGP will hereinafter be referred
15 to as "Key Property Owners".

16 WHEREAS, on or about July 17, 2017, PCL submitted to the
17 City a proposed Modification to the Previously Approved
18 Development of Regional Impact ("Modification"), CSC later
19 signed on as a co-applicant to the Modification, and OGP
20 provided the City a letter of no objection to the
21 Modification;

22 WHEREAS, the City has reviewed the Modification, held a
23 public hearing on September ____, 2017, and has determined
24 that the Modification does not constitute a substantial
25 deviation to the previously approved Palm Coast Park DRI, as
provided in Fla. Stat. 380.06.

1 WHEREAS, all of the changes to the Second Amended and
2 Restated DO and clarification thereto, as set forth in the
3 NOPC, are incorporated into this Third Amended and Restated
4 DO.

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

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

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

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

25 NOW, THEREFORE, BE IT HEREBY ORDERED AND RESOLVED by the
City Council, that based upon the following Findings of Fact

1 and Conclusions of Law, and the consent and agreement of the
2 Developer, and subject to the following terms and conditions,
3 the City Council hereby approves this Third Amended and
4 Restated DO, pursuant to the provisions of Section 380.06,
5 *Florida Statutes*, and other applicable State laws, and the
6 codes and ordinances of the City:

7 **PART I**

8 **FINDINGS OF FACT AND CONCLUSIONS OF LAW**

9 1. The above Recitals/Whereas clauses are hereby
10 adopted and incorporated into this Third Amended and Restated
11 DO.

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

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

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

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

23 6. The Palm Coast Park DRI is consistent with the 2011
24 Assessment Report and Recommendations of the NEFRC issued
25 pursuant to Section 380.06, *Florida Statutes*.

1 2. **Notice of this Development Order.** Notice of this
2 Third 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)(2003),
5 *Florida Statutes*, with the Clerk of the Circuit Court of
6 Flagler County, Florida. Any subsequent owner/developer or
7 assignee from Developer shall be subject to the provisions
8 contained in this Third Amended and Restated DO. Any
9 contract or agreement for sale by Developer of all or any
10 portion of the Palm Coast Park DRI shall contain a legend
11 substantially in the following form clearly printed or
12 stamped thereon.

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

1 OPPORTUNITY, STATE OF FLORIDA, TALLAHASSEE,
2 FLORIDA.

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

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

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

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

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

24 4. **Land Use Conversion Table.**

25 (a) Developer may increase certain land uses and
simultaneously decrease other land uses ("Land Use
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

1 have a substantial adverse effect or impact on public
2 infrastructure facilities as determined by the City, and are
3 reported in the Monitoring Reports, as provided for in
4 Section 11 below.

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

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

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

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

22 At the time of election of a land use
23 conversion under the Conversion Table, Developer shall
24 notify the City, DEO and the NEFRC of the election and shall
25 provide the DEO, the City, and the NEFRC with cumulative

1 land use totals and remaining allowable quantities in the
2 next Monitoring Report.

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

7 5. **Phasing, Buildout and Expiration.** The Palm Coast
8 Park DRI shall be developed in three phases as shown on the
9 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	

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

19 During Phase 1, Developer shall construct or cause
20 to be constructed, at a minimum, the major infrastructure
21 improvements for Palm Coast Park DRI, consisting of the
22 following:

- 23 (a) Master water distribution system.
- 24 (b) Master sewage collection system.
- 25 (c) Master effluent transmission system.
- (d) Master underground electric distribution system.

1 (e) US-1 frontage park, including, but not limited
2 to, a multi-purpose trail system.

3 (f) Hewitt Sawmill Park improvements.

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

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

16 Unused development rights from a particular phase
17 shall carry over into the next phase until buildout.
18 Physical development shall commence no later than June 30,
19 2006.

20 Although the Palm Coast Park DRI is phased through
21 2029, buildout may not occur by that date. As a result, the
22 DRI termination date and the expiration date of this Order
23 are both established as of December 31, 2034.

24 6. **Effective Date.** This Third Amended and Restated DO
25 shall take effect upon transmittal to the DEO in accordance

1 with Rule 73C-40.025, *Florida Administrative Code* and
2 Subsection 380.07(2), *Florida Statutes* (2003).

3 7. **Monitoring Official.** The City Manager or designee
4 shall be the local official responsible for monitoring the
5 Palm Coast Park DRI for compliance by Developer and Key
6 Property Owners with this Third Amended and Restated DO.

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

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

1 except that a later adopted rule shall be applicable to an
2 application if:

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

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

8 (c) the later adopted rule is being adopted
9 pursuant to a subsequently enacted statutorily mandated
10 program; or

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

13 (e) the later adopted rule is required by State or
14 Federal law.

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

22 **10. Level of Service Standards.** The Palm Coast Park DRI
23 shall be required to meet all level of service standards in
24 the City's Comprehensive Plan and all requirements of the
25 City's concurrency management system. However, pursuant to
Section 163.3180(12)(2003), *Florida Statutes*, if authorized

1 by the City's Comprehensive Plan, the Developer may satisfy
2 the transportation concurrency requirements by meeting the
3 transportation conditions contained in this Third Amended and
4 Restated DO and paying all City transportation impact fees.

5 11. **Biennial Reporting.** A biennial monitoring report for
6 the Palm Coast Park DRI shall be prepared by Developer or its
7 successors or assigns and shall be submitted to NEFRC, DEO
8 and the City no later than June 30, 2006 and then biennially
9 thereafter until buildout (individually a "Monitoring Report"
10 and collectively the "Monitoring Reports"). The Monitoring
11 Reports shall be submitted consistent with the reporting
12 requirements adopted in Section 380.06(18)(2003), *Florida*
13 *Statutes*, as amended from time to time. Each Monitoring
14 Report shall include the following:

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

22 (b) A summary comparison of development activity
23 proposed or conducted since the previous Monitoring Report
24 and activity projected for the period until submittal of the
25 next Monitoring Report. The summary shall include the
following: a description of site improvements, gross floor

1 area constructed by land use type, location, and phase, with
2 appropriate maps. A tabulation of the amount of acreage
3 developed in the reporting period shall be provided by land
4 use categories listed in Chapter 28-24, *Florida*
5 *Administrative Code*.

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

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

20 (e) To the extent known to Developer, a description
21 of any lands purchased or optioned within 1 mile of the
22 boundaries of the Palm Coast Park DRI by a person who has
23 acquired a fee simple or lesser interest in the Palm Coast
24 Park DRI subsequent to the effective date of the DO (but
25 excluding persons who have only acquired a leasehold interest
in lands or improvements within the Palm Coast Park DRI),

1 identifying such land, its size, and its intended use on a
2 site plan and map (to the extent feasible).

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

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

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

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

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

1 (k) A description of any known incremental
2 applications for development approval or requests for a
3 substantial deviation that were filed in the reporting period
4 or to be filed during the next reporting period.

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

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

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

21 (ii) Traffic counts, turning movements, and
22 actual levels of service for existing conditions and
23 projected for the ensuing 2 year period, including traffic
24 estimates for the following roads, including intersections.

25

1 Developer shall distinguish between project-related traffic
2 and total traffic volumes:

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

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

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

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

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

1 12. **Application for Proposed Changes.** Developer shall
2 submit simultaneously to the City, the NEFRC, and the DEO,
3 any applications for proposed changes to the Palm Coast Park
4 DRI and shall comply with the provisions of Section
5 380.06(19), *Florida Statutes*, concerning non-substantial
6 deviations.

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

11 14. **Notices.** Any and all notices required or allowed to
12 be given in accordance with this Third Amended and Restated
13 DO shall be mailed or delivered as follows:

14
15 **To Developer:** Palm Coast Land, LLC
16 145 City Place, Suite 300
17 Palm Coast, Florida 32164
18 Attn: Manager

19
20 **With a copy to:** Carter-Sawmill Creek, LLLP
21 3333 S. Orange Avenue, Suite 200
22 Attn: General Partner
23 Orlando, FL 32806

1 Optimum Global Properties, LLC
2 6996 Piazza Grande Avenue, Suite 202
3 Attn: Manager
4 Orlando, FL 32835
5

6 **To the City:** City of Palm Coast
7 160 Lake Avenue
8 Palm Coast, Florida 32164
9 Attn: City Manager
10 Telephone: (386) 986-3702
11

12 15. **Severability.** In the event any stipulation, or any
13 portion of any Section of this Third Amended and Restated DO
14 shall be declared invalid, illegal, or unconstitutional by a
15 court of competent jurisdiction, such adjudication shall in
16 no manner affect the approval granted herein, and other
17 stipulations, or the other provisions of the affected
18 stipulation, which shall remain in full force and effect as
19 if the stipulation or portion or Section thereof so declared
20 invalid, illegal, or unconstitutional, were not originally a
21 part hereof, provided, however, that if the result of the
22 severance of the stipulation or portion or Section results in
23 harm to the public health, safety or welfare; results in a
24 public harm; or substantially negates a public benefit or
25 imposes a public burden; then the provisions of this Third

1 Amended and Restated DO shall be deemed not severable and
2 this Third Amended and Restated DO shall be reformulated and
3 reconstituted by the City to address said matters.

4 16. **Rendition of Order to DEO.** Within 20 days of the
5 approval and execution of this Third Amended and Restated DO,
6 the City shall render a copy of this Third Amended and
7 Restated DO, with all attachments certified as complete and
8 accurate by certified mail, return receipt requested, to the
9 DEO, Bureau of Local Planning, the NEFRC, and the Developer.

10 17. **Other General Conditions.**

11 (a) Notwithstanding any provision contained in this
12 Third Amended and Restated DO to the contrary, the City shall
13 have no financial responsibility to contribute to or
14 participate in the funding, design, engineering, permitting,
15 and/or construction of improvements to State roads, County
16 roads, or roads constructed or to be constructed within the
17 DRI Property.

18 (b) Development of the DRI Property based upon this
19 Third Amended and Restated DO shall comply with all
20 applicable Federal, State and local laws, codes, ordinances,
21 rules and regulations which are hereby incorporated herein by
22 this reference.

23 (c) The Developer acknowledges that the
24 requirements and conditions of this Third Amended and
25 Restated DO as set forth herein result from the impacts of

1 development of the DRI Property on public facilities and
2 systems, are reasonably attributable to the development of
3 the DRI Property, are based upon comparable requirements and
4 commitments that the City or other agencies of government
5 would reasonably expect to require a developer to expend or
6 provide, and are consistent with sound and generally accepted
7 land use planning and development practices and principles.

8 (d) This Third Amended and Restated DO and its
9 terms and conditions and all of the promises, commitments,
10 obligations, covenants, liabilities, and responsibilities of
11 the Developer touch and concern the DRI Property and shall
12 continue to run with, follow and burden the DRI Property. To
13 this end, the promises, commitments, obligations, covenants,
14 liabilities, and responsibilities provided for herein shall
15 inure to the benefit of the City and shall operate as a
16 perpetual burden and servitude upon the DRI Property unless
17 released by the City by means of an appropriate recordable
18 instrument approved and executed by the City. The promises,
19 commitments, obligations, covenants, liabilities, and
20 responsibilities provided for herein shall be binding upon
21 the Developer and the Developer's heirs, transferees, assigns
22 and successors in interest (specifically including, but not
23 by way of limitation, building permit applicants and any
24 person or entity developing any part of the DRI Property) and
25 shall inure to the benefit of the City and its assigns and

1 successors in interest as to all parts and each part of the
2 DRI Property. The Developer shall pay any and all costs of
3 recording instruments in the public records of the County.

4 In addition to the foregoing general conditions, the
5 following specific conditions are included in this Second
6 Amended and Restated DO to mitigate identified regional
7 impacts.

8 **PART III**

9 **SPECIFIC CONDITIONS TO THIS DEVELOPMENT ORDER**

10 **1. Vegetation and Wildlife.**

11 (a) The Developer shall preserve at least 116 acres
12 of gopher tortoise habitat prior to commencing any
13 development activities on the DRI Property. Preservation
14 shall be accomplished as follows: (i) preserving the
15 44.66-acres shown as Tract C on **Third Revised Exhibit "D"**
16 hereto, through granting a perpetual conservation easement to
17 the Florida Fish and Wildlife Conservation Commission
18 ("FFWCC"), in a form acceptable to the FFWCC, within 1
19 calendar year from the effective date of the DO; and (ii)
20 preserving an additional 71.34-acres of gopher tortoise
21 habitat within 2 calendar years from the effective date of
22 the DO by either (1) contributing to the purchase of
23 preservation land by payment of a sum equal to \$5,859 per
24 acre, or the prevailing cost per acre in effect at the time
25 of the payment, whichever is greater, to the FFWCC Land

1 Acquisition Trust Fund, (2) preserving an appropriate number
2 of acres of habitat on site, agreeable to the FFWCC, or (3)
3 choosing a combination of items (1) or (2) that equal a total
4 of 71.34 acres of gopher tortoise habitat protection. Any
5 onsite habitat preserve shall encompass at least 25-acres of
6 contiguous gopher tortoise habitat and shall be acceptable to
7 the FFWCC. No construction shall commence on the DRI Property
8 until the Developer has protected at least 116 acres of
9 gopher tortoise habitat, obtained the necessary gopher
10 tortoise permit(s) from the FFWCC, and complied with all
11 permit conditions.

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

22 (c) Should listed species be determined to reside
23 on, or otherwise be significantly dependent upon the Palm
24 Coast Park DRI property, the Developer shall cease all
25 development activities which might negatively affect that

1 individual or population. The DRI Property shall be
2 developed in full compliance with all applicable laws, rules
3 and regulations. The Developer shall provide proper
4 protection to the satisfaction of all agencies with
5 jurisdiction over the matter.

6 **2. Wetlands.**

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

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

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

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

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

4 (iv) Wildfire mitigation management practices
5 will be routinely implemented on all vacant property within
6 the DRI boundaries, specifically in the vegetation areas
7 shown as scrub and brushland, pine flatwoods, coniferous
8 plantations and forest regeneration areas. Mitigation shall
9 include, but is not limited to controlled burning, mechanical
10 mowing or chopping, tree thinning and animal grazing. The
11 Developer shall implement these practices on normal cycle for
12 this work which is approximately three to five years

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

19 Should silviculture operations continue prior to
20 the commencement of individual site development, silviculture
21 activities shall be prohibited in that portion of the DRI
22 Property that consists of wetland areas to be preserved and
23 those areas adjacent to wetlands that will be used as buffers
24 to the wetland areas.

25

1 (d) The Developer shall perform field verification
2 of wetland boundaries associated with Conservation FLUM areas
3 which shall be provided to the City in electronic format.
4 After field verification, the delineated Conservation FLUM
5 areas shall be preserved, except where they are crossed by
6 road rights-of-way or easements or rights-of-way for other
7 public facilities.

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

15 **3. Floodplains.**

16 (a) All structures shall have a finished floor
17 elevation a minimum of 1-foot above the FEMA 100-year
18 floodplain. All structures shall also have a finished floor
19 elevation a minimum of 1 foot above the center line of the
20 adjacent roadway. The City Land Use Administrator may waive
21 the foregoing requirements provided a site grading plan is
22 submitted demonstrating sufficient treatment storage is
23 provided and adequate conveyance will prevent flooding of
24 structures during the 100-year event. All roadways shall be
25 constructed at or above the FEMA 100-year floodplain. The

1 10-year frequency storm shall be used to calculate the design
2 hydraulic gradient line for local roadways. The maximum
3 hydraulic gradient line for roadways shall be no higher than
4 6-inches below the edge of pavement.

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

8 **4. Water Supply.**

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

19 To the maximum extent feasible, reclaimed water
20 shall be the primary source of water to meet irrigation
21 demand, with surface water from the stormwater management
22 system acting as back up source to meet additional irrigation
23 requirements.

24 (b) The Developer shall undertake 2 demonstration
25 projects, 1 residential and 1 non-residential, which implement

1 and exhibit water-wise landscaping principals which
2 incorporate drought-tolerant or native vegetation. The non-
3 residential demonstration project may be undertaken on a
4 1-acre site within the frontage park along US-1.

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

12 (i) Within common areas, commercial areas and
13 multi-family residential complexes, 50% of planted vegetation,
14 by aerial extent, shall consist of native, drought-tolerant or
15 Xeriscape vegetation in all landscaped areas. Landscaped
16 areas are defined as any pervious area that will be altered
17 due to development. Wetlands, wetland buffers, vegetative
18 buffers between land uses, stormwater systems and required
19 preservation areas are not included as landscaped areas.
20 Native or drought-tolerant plants include those in the
21 SJRWMD's *Waterwise Florida Landscapes*, the Florida Native
22 Plant Society's list of native landscape plants for Flagler
23 County, *A Gardner's Guide to Florida's Native Plants* (Osorio
24 2001), or comparable guidelines prepared by the Florida
25

1 Department of Agriculture and Consumer Services, SJRWMD,
2 FFWCC, or FDEP.

3 (ii) The Developer shall include information on
4 Xeriscape and/or native vegetation and/or drought-tolerant
5 vegetation (SJRWMD Xeriscape Plant Guide), water conservation
6 guides & IFAS's Xeriscape plant guides and IFAS Cooperative
7 Extension Services' "Florida Yards and Neighborhoods"
8 materials in design guidelines.

9 (iii) Fertilizer used within the Project shall
10 contain at least 70% organic or slow release ingredients, with
11 the exception of limited special purpose fertilizer
12 applications as appropriate.

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

- 15 • Specific percentage of water
16 wise/native vegetation required throughout the DRI Property.
- 17 • Limits on turf areas.
- 18 • Use of water-saving fixtures.
- 19 • Sub-metering multi-family units.
- 20 • Use of non-potable water for outside
21 irrigation.
- 22 • Use of rain-sensing sprinklers.
- 23 • Distribution of water conservation
24 literature to residents and tenants.

1 (v) The Developer shall ensure compliance with
2 conditions (c)(i) through (c)(iv) of this Third Amended and
3 Restated DO; provided, however, that such obligations may be
4 assigned to other parties by the Developer with the consent of
5 the City. The Developer, homeowner's association or CDD, shall
6 implement a customer and employee water conservation education
7 program as specified in Section 12.2.5.1(e) of the SJRWMD
8 Consumptive Use Permitting Applicant's Handbook. The
9 curriculum of the education program shall be supplied with the
10 first Monitoring Report and each subsequent Monitoring Report
11 until build-out. This condition may be satisfied by the City
12 with approval from the SJRWMD.

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

1 easement shall result in the City's right to and enjoyment of
2 a means of an access to and from the wellhead which is
3 substantially similar to the means of access which the City
4 possessed and enjoyed prior to such alteration or relocation
5 of the easement; (iii) the Developer shall bear the cost of
6 relocating any roadways, power lines or other facilities
7 serving the well site which are moved as a result of the
8 relocation of any easement; and (iv) relocation of roadways,
9 power lines and other facilities serving a well site shall be
10 accomplished in a manner that does not cause disruption to the
11 production of any existing well or result in degradation,
12 alteration or loss of production of potable water.

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

23 **5. Groundwater Protection.**

24 (a) A buffer zone with a 500-foot radius shall be
25 established around each existing and proposed wellhead where

1 no construction activities involving hazardous materials shall
2 be conducted and no hazardous material and/or waste generation
3 facilities may be constructed. Direct stormwater runoff shall
4 be diverted away from these buffer areas to stormwater
5 treatment ponds which shall be located outside of the
6 protection zone.

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

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

21 (d) The following best management practices shall
22 apply to geotechnical borings:

23 (i) All borings deeper than 20 feet shall be
24 neat cement grouted to the surface to prevent downward
25

1 migration of surface and subsurface contaminants along the
2 borehole to the shallow intermediate or Floridan Aquifer.

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

8 (iii) If contamination is detected in any
9 geotechnical boring, the contaminated soil shall not be used
10 as replacement material and the horizontal and vertical extent
11 of the contamination shall be assessed and reported to the
12 City and the appropriate regulatory authority.

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

1 (f) Whenever it is determined by the City or
2 authorized regulatory agency that a discharge of regulated
3 substances is resulting in imminent threat of contamination of
4 groundwater or danger to life or property from the
5 contamination of groundwater, the Developer shall require
6 immediate corrective action as required by the City. The
7 Developer hereby grants to the City the right of entry into
8 the DRI Property and the right to take clean-up activities
9 necessary to protect the public health, safety and welfare and
10 to pass on the cost of clean up activities to the responsible
11 party. Initiation of any required clean-up activities as
12 directed by the City shall commence within 24 hours and shall
13 be completed within the time specified by the City or other
14 regulatory authority. If immediate corrective measures are
15 not taken and there is immediate threat to the City's potable
16 water resources, danger or hardship to the public, the City
17 may enter upon lands, take corrective actions, and place a
18 lien on the real property of such person(s) to recover the
19 costs of the corrective measures. This prohibition, as with
20 all other provisions of this Third Amended and Restated DO,
21 shall act as a deed restriction within the DRI Property.

22 **6. Wastewater Management.**

23 (a) Development within Palm Coast Park DRI shall
24 occur concurrent with the provision of adequate central sewer
25

1 service meeting the adopted level of service of the City's
2 Comprehensive Plan.

3 (b) Onsite Wastewater Treatment Systems (septic
4 systems) may be allowed for single family residential areas
5 with lot sizes that contain a minimum of 1-acre of contiguous
6 uplands but only in the area designated as Tract 5C on **Third**
7 **Revised Exhibit "D"** hereto; provided, however, that all septic
8 systems must be approved by the appropriate regulatory
9 authority to ensure that ground or surface waters will not be
10 negatively impacted. The City, through coordination with the
11 Flagler County Health Department, may require aerobic
12 treatment units adjacent to lands that the City deems as
13 environmentally sensitive. Temporary above-ground tanks may
14 be used to provide sewage service to construction and
15 marketing trailers until central sewer lines are installed.

16 (c) The Developer shall identify a minimum 30-acre
17 site acceptable to the City for the purpose of locating new
18 water and wastewater utility plants. The site shall be
19 dedicated to the City within 60 days of the effective date of
20 the DO in a form acceptable to the City. Simultaneously with
21 the conveyance of title to the site for the water and
22 wastewater utility plants, the City shall release its option
23 to purchase a well site that is known as the SW-108 Well Site
24 and its option to purchase a water plant site along US-1.

25 7. **Stormwater Management.**

1 (a) A stormwater pollution prevention construction
2 operating plan ("SWPPP") shall be attached to and incorporated
3 into the construction and permit documents for all projects
4 constructed within the Palm Coast Park DRI that require a
5 general or individual SJRWMD permit. The SWPPP shall be
6 implemented upon initiation of construction activities. The
7 SWPPP shall be similar to the SWPPP provided in **Exhibit "E"**
8 hereto, but may be modified to accommodate the specific
9 construction project and site. Appropriate maintenance
10 personnel shall be required to attend the Florida Stormwater,
11 Erosion and Sedimentation Control Training and Certification
12 Course for Contractors and Inspectors.

13 (b) A Water Quality Monitoring Plan ("WQ Monitoring
14 Plan") shall be developed by the Developer for review and
15 approval of FDEP. The WQ Monitoring Plan shall include water
16 quality monitoring stations, all of which shall be approved by
17 FDEP. There shall be 2 baseline-sampling events (1 wet and 1
18 dry) completed prior to initiation of development activities
19 on the DRI Property. When approved, the WQ Monitoring Plan
20 shall be automatically incorporated into this Second Amended
21 and Restated DO.

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

24 (i) Implementation of a Pesticide/Nutrient
25 Management Plan, with a City approved entity identified and

1 appointed to oversee the process. The plan that is adopted
2 and the name of the entity that was appointed to oversee the
3 process shall be provided to the City and the FDEP.

4 (ii) Development and implementation of golf
5 course best management practices from the following
6 publications:

7 • Best Management Practices for Golf
8 Course Maintenance Department.

9 • Florida Green Industries: Best
10 Management Practices for Protection of Water Resources in
11 Florida.

12 The best management practices that are adopted
13 shall be provided to the City and the FDEP.

14 **8. Transportation.**

15 (a) Notwithstanding the phasing schedule that is set
16 forth in Section 5, under Part II above, for the purpose of
17 phasing and transportation recommendations, Palm Coast Park
18 DRI is divided into 3 phases based upon ITE trip generation
19 estimates for approved construction, as shown on the following
20 schedule:

	Estimated Build-Out	Daily ITE Trips	PM ITE Peak Trips	Cumulative ITE Trips	
				Daily	PM Peak
Phase 1	2019	32,834	3,145	32,834	3,145
Phase 2	2024	33,965	3,316	66,799	6,461
Phase 3	2029	38,569	3,772	105,368	10,233

1 (b) The Developer shall provide all rights-of-way and
2 associated easements and facilities necessary to construct the
3 internal roadway network and shall be responsible for
4 constructing the internal roadway network. The creation of the
5 rights-of-way shall be in a form acceptable to the City.

6 (c) The Developer shall be responsible for the
7 construction of all turn lanes and traffic signals (as
8 required) providing direct access to Palm Coast Park DRI as
9 well as the conveyance of additional necessary rights-of-way.

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

22 (e) If the condition relating to the funding of the
23 Interchange set forth in Section 8(d.) has not been met, the
24 Developer must submit a modification to this Third Amended and
25 Restated DO through the DRI substantial deviation process. The

1 substantial deviation shall require the reanalysis of the
2 projected Palm Coast Park DRI traffic impacts and
3 identification of any mitigation that is required to maintain
4 concurrency without the Interchange. Alternately, the
5 Developer may elect to suspend or reduce the development
6 program of the Palm Coast Park DRI to levels that will not
7 adversely impact the road network.

8 (f) Developer's proportionate share contribution to
9 mitigate offsite transportation impacts for Palm Coast Park
10 DRI, equal to 10,233 PM Peak Hour Trips, totals \$14,021,000,
11 as shown on **Exhibit "F"** hereto. Pursuant to Section
12 163.3180(12)(2003), Florida Statutes, the Developer shall
13 mitigate offsite transportation impacts for Palm Coast Park
14 DRI by paying to the City the amount of \$7,271,000 and paying
15 the cost of the IJR in the estimated amount of \$250,000 for a
16 total contribution of \$7,521,000 ("Traffic Mitigation Pipeline
17 Amount"), and in addition, Developer hereby waives its right
18 to impact fee credits for impact fees that are paid in
19 connection with development within the Palm Coast Park DRI
20 (the "Palm Coast Park Impact Fees"). Based upon current
21 impact fees, the Palm Coast Park Impact Fees are estimated at
22 \$6,750,034, and consequently the value of Developer's
23 proportionate-share contribution upon execution of this
24 agreement is estimated at \$14,271,034 (\$7,521,000 Traffic
25 Mitigation Pipeline Amount + \$6,750,034 estimated Palm Coast

1 Park Impact Fees = \$14,271,034). Impact fees are not limited
 2 to any amount specified in this paragraph; the developer or
 3 sub-developers will pay the impact fee amounts in effect at
 4 the time each building permit is issued. Developer shall pay
 5 the Traffic Mitigation Pipeline Amount, with the exception of
 6 the cost of the IJR, to the City within 1 year following the
 7 date the Palm Coast Park CDD is created, but not later than 18
 8 months following the effective date of the DO unless extended
 9 by the City and subject to such conditions as the City may
 10 impose. Developer shall pay the cost of the IJR in accordance
 11 with Subsection (d) above.

12 Consistent with the requirements of Section
 13 163.3180(12)(2003), Florida Statutes, the City shall use the
 14 Developer Proportionate Share Contribution to complete the
 15 four (4) laning of Matanzas Woods Parkway from US-1 to Belle
 16 Terre Parkway and some portion or all of the regionally
 17 significant transportation facilities that are shown on the
 18 following schedule consistent with the City's budgetary
 19 practices and limitations:
 20

21 **CITY TRAFFIC MITIGATION**

22 Improvements	Location	2004 Estimated Cost
23 Add Traffic Signal Control	Intersection of Belle Terre Parkway at Pine Lakes Parkway (N)	\$250,000
24 Add Traffic Signal Control	Intersection of Belle Terre Parkway at Belleaire Drive	\$250,000
25 Intersection Improvement	Fix Culvert Problem at Pine Lakes Parkway and Palm Coast Parkway	\$850,000

Improvements	Location	2004 Estimated Cost
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

The Traffic Mitigation Pipeline Amount may be funded by the Developer through the Palm Coast Park CDD in a manner acceptable to the City. Payment of the Traffic Mitigation Pipeline Amount and waiver by the Developer of its right to impact fee credits in connection therewith shall mitigate all of Palm Coast Park DRI's non-state roadway impacts in the entirety for 10,233 Peak Hour Trips.

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

Until the Overpass is constructed and accepted by FDOT, the Overpass/Interchange Status Report shall include the status of funding, permitting and construction of the Overpass. Until the Interchange has been constructed and accepted by FDOT, the Overpass/Interchange Status Report shall include the status of the IJR, design, permitting and construction of the Interchange. The Overpass/Interchange

1 Status Report shall be discontinued after the Overpass and
 2 Interchange have both been constructed and accepted by FDOT.

3 In the event the Overpass and Interchange are
 4 not constructed or funded for construction within 3 years of
 5 the projected need, the Developer shall be required to
 6 identify alternative traffic improvements (the "Alternative
 7 Traffic Improvements") that will maintain the adopted service
 8 levels on the roadways within the primary impact area of Palm
 9 Coast Park DRI ("Adopted Service Levels"). In the event
 10 Alternative Traffic Improvements are not funded for
 11 construction within 3 years of the projected need, the
 12 density/intensity of development within the Palm Coast Park
 13 DRI shall be limited to the extent necessary to maintain the
 14 Adopted Service Levels.
 15

16 (h) In addition to the Overpass/Interchange Status
 17 Report, each Monitoring Report shall include a PM Peak Hour
 18 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	Royal Palms Parkway	I-95	Yes	Yes	Yes
US-1	I-95	SR-206	No	No	Yes

Road	From	To	Segments to Monitor by Report Year		
			Phase 1 2004-2018	Phase 2 2019-2023	Phase 3 2024 and beyond
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

The traffic study shall include the evaluation of PM peak hour conditions for each roadway segment identified on US-1 and I-95, and include an evaluation of all signalized intersections within the limits of US-1, from Palm Coast Parkway north to I-95, as well as the unsignalized intersections of the I-95 ramps with US-1, subject to the phased segment limits described above. The traffic study shall include a projection of background and Project traffic for the next 2-year period and the resulting projection of the level of service for those roadways at the end of the 2-year period. Project traffic shall include the impacts of all existing Project development, and all Project development likely to receive building permits during the next 2-year period. At a minimum, the traffic study methodology and the study results shall be supplied to the NEFRC and the FDOT (District 5 and District 2) for review, and shall be subject to written

1 approval by the City and DEO. The evaluation of I-95 shall be
2 based on the most recent Annual Average Daily Traffic volume,
3 as identified by the FDOT, converted to a 2-way peak hour
4 volume using a K¹⁰⁰ factor, calculated from FDOT data for the
5 closest continuous count station.

6 The traffic study shall include an assessment of
7 2-way external PM peak hour trips (defined as total trips
8 minus internal trips minus pass-by trips) for the existing
9 Project and Project traffic for the next 2-year period. The
10 phase of the Project will be defined by the number of Project
11 external PM peak hour 2-way trips (which ever is reached
12 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

13
14
15
16
17
18 The Monitoring Report shall be used for the
19 following purposes:

- 20 • To determine the operational conditions of US-1
21 and I-95 given their current rural, free-flow characteristics
22 and changes anticipated over time to an urban, interrupted-
23 flow arterial and interstate.
24

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

4 Based upon accepted peak hour analysis procedures
5 standard to the traffic engineering profession, the Monitoring
6 Report shall identify the following on the relevant segments
7 of US-1 and I-95:

- 8 • Level of service adopted by the City and FDOT.
- 9 • Applicable area type associated with US-1 and
10 I-95 (e.g., rural, transitioning or urban) as from time to
11 time adopted by the appropriate authorities and used by the
12 City and FDOT to adopt and modify level of service
13 requirements.
- 14 • Service volume as adopted by the City and FDOT.
- 15 • Spacing of approved and proposed full median
16 openings/traffic signals and a statement of compliance with
17 the FDOT Access Management requirements.
- 18 • Spacing of approved and proposed directional
19 access locations (including directional left-turn median
20 openings and right-in/right-out access) and a statement of
21 compliance with the FDOT Access Management requirements.
- 22 • Identification of joint access driveways.
- 23
- 24
- 25

1 • Identification of improved roadways parallel to
2 US-1 which reduce direct access from the Palm Coast Park DRI
3 to US-1 or increase corridor capacity.

4 The Monitoring Report shall include daily traffic
5 counts on US-1 indicating hourly directional flows collected
6 at up to 4 locations between full median accesses located at
7 active entrances to the Palm Coast Park DRI. For purposes
8 hereof, an active entrance is any entrance on US-1 that
9 provides access to a development area within the Palm Coast
10 Park DRI that has received a certificate of occupancy. Daily
11 traffic counts shall be averaged from traffic counts conducted
12 over a consecutive 72-hour period beginning no earlier than
13 12:00 p.m. (noon) on a typical Monday and ending no later than
14 12:00 p.m. (noon) on a typical Friday. The traffic counts
15 shall be factored to peak-season values using FDOT's weekly
16 count factors maintained for Flagler County.

17 The Monitoring Report shall indicate the level of
18 service for the relevant segments of US-1 and I-95 according
19 to the procedures set forth in the current version of the
20 Highway Capacity Manual as may be implemented by software
21 approved by FDOT (e.g., the current version of the Highway
22 Capacity Software). The Monitoring Report shall identify the
23 existing peak-hour level of service and the projected peak-
24
25

1 hour level of service based upon the traffic impacts from the
2 planned development within the Palm Coast Park DRI over the
3 following 2 years. If roadway improvements are required to
4 maintain the adopted level of service on US-1 and I-95, the
5 improvements shall be identified and if they are not funded
6 for construction within 3 years of the projected need, the
7 density/intensity of development within the Palm Coast Park
8 DRI shall be limited to the extent necessary to maintain the
9 Adopted US-1 Service Level.
10

11 The Developer may elect, at its discretion, to study
12 a longer horizon period to provide advance identification of
13 potential capacity deficiencies on US-1. Advance
14 identification of deficiencies may allow for the planning,
15 programming and funding of improvements in a timely manner
16 thereby avoiding the potential interruption of development
17 within the Palm Coast Park DRI.

18 A roadway segment shall be determined to be
19 significantly impacted by the proposed development if, at a
20 minimum, the traffic projected to be generated at the end of
21 any phase of the Project, cumulatively with previous phases,
22 will utilize 5% or more of the adopted peak hour level of
23 service maximum service volume of the roadway.

24 If and when the service level for a roadway listed in
25 the Monitoring Report, which the Project significantly

1 impacts, falls below the adopted level of service in the
2 City's Comprehensive Plan for US-1, prior to buildout of the
3 Project, no further building permits shall be issued until
4 mitigation measures and/or improvements which would achieve
5 the minimum acceptable levels of service are guaranteed and
6 scheduled, as follows:

7 • **SCHEDULE AND GUARANTEE OF IMPROVEMENTS** - If and
8 when required to allow additional building permits to be
9 issued, a schedule shall be provided by the Developer which
10 specifically provides for the mitigation of impacts from the
11 Project on each significantly impacted relevant segment of US-
12 1 and I-95 which will operate below the adopted level of
13 service standard at the end of buildout of each phase of the
14 Project, or alternatively, a subset stage of that phase. The
15 schedule shall ensure that each and every improvement to
16 relevant segments of US-1 and I-95 which is necessary to
17 achieve the adopted level of service standard for that stage
18 or phase of the Project shall be guaranteed to be under actual
19 construction. This guarantee shall be in the form of (i) a
20 clearly identified, executed and recorded local government
21 development agreement, consistent with Sections 163.3220
22 through 163.3243, Florida Statutes, that is attached as an
23 exhibit to a development order, and which ensures, at a
24 minimum, that all needed roadway improvements will be
25 available concurrent with the impacts of development,

1 consistent with Section 163.3180(2)(c)(2003), Florida
2 Statutes; (ii) The City's CIE adopted pursuant to Rule 9J-
3 5.0055(3)(c), *Florida Administrative Code*, concurrency
4 management system in its Comprehensive Plan; (iii) an FDOT
5 commitment in the current 5 years of the Adopted Work Program
6 for Florida Intrastate Highway System (FIHS) facilities in
7 construction within the first 3 years of the Adopted Work
8 Program for all other facilities to provide all needed roadway
9 improvements; (iv) a binding and enforceable commitment in a
10 development order by the Developer to provide all needed
11 roadway improvements concurrently with the development
12 schedule approved in the development order; or (v) any
13 combination of guarantees (i) thru (iv) above that ensures
14 that all needed roadway improvements will be provided
15 concurrently with the development schedule approved in the
16 development order.

17 In addressing the construction of the needed roadway
18 improvements to the relevant segments of US-1 and I-95, the
19 schedule shall list all roadway improvements needed to be
20 constructed by phase or stage, the anticipated date of
21 completion for the construction of each needed improvement,
22 the party responsible for the construction of each
23 improvement, and the form of the commitment that relates to
24 the construction of each improvement.

25

1 As part of the Monitoring Report, the status of the
2 road improvements shall be assessed and reported. The City
3 shall evaluate the appropriateness of issuing additional
4 building permits if the Monitoring Report reveals that any
5 needed transportation improvements as set forth herein are no
6 longer scheduled, or have been delayed in schedule, such that
7 the Developer or it assigns no longer ensure that the planned
8 roadway improvements for that stage or phase of the Project
9 will be constructed within the planned time frame.

10 A change to the approved development schedule for
11 the Project, as opposed to a change to the schedule of needed
12 improvements, will need to be addressed through the
13 notification of proposed change provisions of Section
14 380.06(19), *Florida Statutes*.

15 • **PROPORTIONATE SHARE PAYMENTS** - This option shall
16 only be available to the extent that the FDOT, for facilities
17 on the State Road System, agrees to accept proportionate share
18 payments as adequately mitigating the impacts of the Project
19 on the significantly impacted portions of US-1 and I-95. Such
20 an agreement shall be attached as an exhibit to a development
21 order and shall be in the form of either a clearly identified,
22 executed and recorded local government development agreement,
23 consistent with Sections 163.3220 through 163.3243, Florida
24 Statutes; an interlocal agreement; a FDOT joint participation
25 agreement; or a written acceptance by the affected local

1 government governing board or the FDOT (District 5 and
2 District 2), as appropriate.

3 For purposes hereof, "proportionate share
4 payment" means a contribution from a developer or owner of a
5 DRI to the local government or the governmental agency having
6 maintenance responsibility for those facilities, which makes
7 adequate financial provision for the public transportation
8 facilities needed to accommodate the impacts of the proposed
9 development. The proportionate share payment shall be deemed
10 to make adequate financial provision for such facilities if it
11 is equal to or greater than the sum of the costs of
12 improvements attributable to the proposed development derived
13 from the application of the following formula. The costs of
14 improvements attributable to the proposed development are
15 based upon the sum of the cost of improving each significantly
16 impacted state and regional roadway which will operate at
17 worse than the level of service standard in the local
18 government's approved comprehensive plan or the FDOT level of
19 service standards for roads on the Florida Intrastate Highway
20 System at each project stage or project phase and at project
21 buildout. The proportionate share of the cost of improvements
22 of each such roadway is calculated according to the following
23 formula:

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

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

5 SV increase = the change in 2-way peak hour maximum
6 service volume of the roadway resulting from construction of
7 the improvement necessary to maintain the adopted level of
8 service. In determining the SV increase for US-1, the base
9 service volume shall be defined as the service volume for a
10 4-lane divided uninterrupted flow highway for urban areas as
11 described in the 2002 Quality/Level of Service Handbook,
12 published by the Florida Department of Transportation.

13 Cost = cost of construction, at the time of developer
14 payment, of an improvement necessary to maintain the adopted
15 level of service. Construction cost includes all improvement
16 associated costs, including engineering design, right-of-way
17 acquisition, planning, engineering, inspection, and other
18 associated physical development costs directly required and
19 associated with the construction of the improvement, as
20 determined by the governmental agency having maintenance
21 authority over the roadway.

22 **9. Air Quality.**

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

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

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

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

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

12 **10. Hurricane Evacuation.**

13 (a) All residents of the Palm Coast Park DRI shall
14 be provided by the Developer with information regarding the
15 vulnerability of the development to the impacts of hurricanes.
16 This information shall take the form of educational materials
17 designed to increase evacuation participation.

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

23 (c) Prior to the construction of the bridge crossing
24 the Hulett Branch, an engineering study shall be completed
25 that includes analysis to ensure the final structure shall

1 remain stable and not be damaged by the surge flow during a
2 hurricane storm event.

3 11. **Affordable Housing.**

4 (a) Prior to the commencement of development of
5 Phase 2 and Phase 3, the Developer shall reanalyze the
6 affordable housing impacts of the Palm Coast Park DRI. The
7 methodology to be utilized to complete this reanalysis and the
8 results of the reanalysis shall be reviewed and approved by
9 the DEO (or its successor), the NEFRC and the City. The
10 reanalysis shall also include an assessment of need for
11 moderate-income housing generated by the Palm Coast Park DRI.
12 If the reanalysis indicates that employees within the Palm
13 Coast Park DRI are having a significant problem finding
14 affordable housing in reasonable proximity to their places of
15 work, that impact shall be mitigated as appropriate. This
16 Third Amended and Restated DO shall be amended to incorporate
17 appropriate mitigation strategies for any identified
18 affordable housing impacts prior to the commencement of Phase
19 2 development.

20 (b) Any addition to the development of the
21 non-residential portion of the Palm Coast Park DRI in excess
22 of 200,000 square feet of office space, 300,000 square feet of
23 retail space, 200,000 square feet of light industrial space
24 and 40,000 square feet of institutional space during Phase 1
25 shall require an assessment of new affordable housing impacts

1 associated with the employees of the additional non-
2 residential development.

3 **12. Police and Fire Protection.**

4 (a) The Developer shall deed to the City two (2) or
5 more Fire Station Sites acceptable to the City, containing up
6 to 6 acres in total, which shall be located within a service
7 delivery area acceptable to the City for purposes of providing
8 fire and rescue services to the Palm Coast Park DRI. The Fire
9 Station Sites shall be deeded to the City free of charge, in a
10 form acceptable to the City, and shall be free and clear of
11 liens or encumbrances. The Developer shall convey title to
12 the first Fire Station Site to the City within 180 days
13 following a request by the City.

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

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

19 (ii) The Developer has contributed a
20 proportionate share of the cost of an aerial apparatus based
21 upon approved non-residential development square footage and
22 residential units in excess of 3 stories within the service
23 delivery area (fire station within 3 miles). An agreement for
24 provision of service reached between the Developer and the
25

1 City with regard to proportionate share contributions may
2 supercede this condition at the City's election.

3 **13. Recreation and Open Space.**

4 (a) The Developer shall deed or cause project
5 developers to deed to the City, on a form or forms acceptable
6 to the City, title to 74 acres of land to serve as park sites
7 (together "Park Sites"; individually "Park Site"). The Park
8 Sites shall consist of Tracts A and 5F and Tract 10C or a site
9 in Tract 9 or Tract 10A, as shown on **Third Revised Exhibit "D"**
10 hereto. At least 50% of each Park Site shall consist of
11 contiguous reasonably compact uplands. Conveyance of title to
12 the Park Sites to the City shall not relieve the Developer of
13 its obligation to pay the City's park and recreation impact
14 fees.

15 (b) In cooperation with City staff, the Developer
16 and the CDD shall use due diligence to prepare a conceptual
17 park site plan for Tract A, as shown on **Third Revised Exhibit**
18 **"D"** hereto (the "Community Park Site") and permit and improve
19 the Community Park Site so buildings, playfields and other
20 recreational facilities can be constructed thereon in the
21 future without additional site preparation ("Site
22 Improvements"). Site Improvement shall include clearing (to
23 the extent required), excavating a pond, or ponds, sufficient
24 in size to provide stormwater retention for the Community Park
25 Site, depositing and leveling the excavated fill material on

1 the site, seeding and mulching to establish suitable ground
2 cover and planting trees in compliance with Section 3(d) of
3 **Third Revised Exhibit "H"** hereto.

4 (c) Within 12 months following completion of the
5 Site Improvements (subject to permitting delays) the Developer
6 and the CDD shall design and construct roadway improvements to
7 provide access from US-1 to the Community Park Site costing up
8 to \$300,000 (the "Access Improvements"). The Access
9 Improvements may include US-1 median improvements, acceleration
10 and deceleration lanes and a shared access road with adjacent
11 Tract 4. If the cost to design and construct the Access
12 Improvements is less than \$300,000, the Developer and the CDD
13 will spend the difference to install landscaping or make other
14 improvements to the Community Park Site as determined by the
15 City (the "Other Improvements").

16 (d) Consistent with (a) above, when Site
17 Improvements are completed, the Developer (Palm Coast Land,
18 LLC) shall convey to the City title to the Community Park Site,
19 free and clear of any liens and other encumbrances, including
20 CDD assessments, but subject to easements in favor of the CDD
21 for the existing frontage park along US-1 (the "US-1 Frontage
22 Park") and the segment of the trail connection between Belle
23 Terre Parkway and US-1 that runs through the Community Park
24 Site (the "Trail Segment"). The conveyances will also be
25 subject to a covenant that the City will enhance and maintain

1 the ground cover and landscaping in the segment of the US-1
2 Frontage Park that is located on the Community Park Site at
3 such time as the Community Park Site is developed as an active
4 park by the City, as mutually agreed on by the Developer and
5 the City so the US-1 Frontage Park will have a uniform
6 appearance as the tracts along US-1 are built out. The
7 easement for the Trail Segment may be relocated by the City
8 consistent with the park site plan for the Community Park Site.
9 In the event the City desires to relocate the easement for the
10 Trail Segment, the City shall notify the Developer, providing
11 therewith a legal description of the location to which the City
12 desires to relocate the Trail Segment, and within ninety (90)
13 days following receipt thereof, the Developer shall cause the
14 CDD to execute and deliver to the City a recordable instrument
15 that legally relocates the easement for the Trail Segment as
16 requested by the City.

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

24 (f) The City hereby acknowledges that the Developer
25 and the CDD completed the design of an offsite trail connecting

1 the existing multi-purpose trail system within the Project
2 along the southern side of Matanzas Woods Parkway to the
3 existing sidewalk or trail that connects to the Matanzas High
4 School, including a bridge over Bellaire Waterway (the
5 "Matanzas Woods Parkway Trail"), and those plans were provided
6 to Flagler County at no cost so the Matanzas Woods Parkway
7 Trail can be constructed using available grant funds.

8 (g) By **December 31, 2012** (subject to any permitting
9 delays), the Developer and the CDD shall design, permit and
10 construct an offsite trail connecting the existing multi-
11 purpose trail system within the Project from its current
12 southern terminus along the eastern side of US-1 to Palm Coast
13 Parkway, and from there, along the northern side of Palm Coast
14 Parkway to the existing sidewalk fronting the Baptist Church
15 site (the "US-1/Palm Coast Parkway Trail Extension"). The
16 location of the US-1/Palm Coast Parkway Trail Extension is
17 shown on **Exhibit "I"** hereto and the design cross-section and
18 specifications for the US-1/Palm Coast Parkway Trail Extension
19 are shown on **Exhibit "J"** hereto. In compensation for the
20 Developer acting as the CDD's project manager for the design of
21 the Matanzas Woods Parkway Trail, the design and construction
22 of the US-1/Palm Coast Parkway Trail Extension, and obtaining
23 easements from third parties, the City shall relieve and
24 release the Developer (Florida Landmark Communities, LLC) from
25 its obligation to install sidewalks at Citation Commerce Park

1 (performance bond #104470866) and Seminole Pointe (performance
2 bond #104470869) and hereby authorizes the Developer to reduce
3 those bond amounts accordingly.

4 (h) The City hereby acknowledges that the Developer
5 has already satisfied a portion of its requirement to provide
6 recreation and open space at Palm Coast Park by constructing
7 Hewitt Sawmill Park, as well as the direct trail connection
8 between the existing school sites on Belle Terre Parkway
9 through the Community Park Site to the trail within the US-1
10 Frontage Park. Additionally, the Developer has constructed a
11 multi-purpose trail system connecting commercial areas with
12 residential areas and recreational amenities within the Project
13 to adjacent sidewalks and trails as shown on **Exhibit "G"**
14 hereto. The Project's internal sidewalk system may be used as
15 connections between trail segments where appropriate. The
16 trail system shall be identified on site plans submitted to the
17 City and shall be consistent with the City's trail plan as
18 provided for in the City's Comprehensive Plan.

19 (i) The Developer hereby waives any right to park
20 and recreation impact fee credits for park and recreation
21 impact fees that are paid in connection with the development
22 within the Palm Coast Park DRI for donation of the Park Sites,
23 Site Improvements, designing the Matanzas Woods Parkway Trail,
24 constructing the US-1/Palm Coast Parkway Trail Extension and
25

1 designing and constructing the Access Improvements and the
2 Other Improvements.

3 **14. Education.**

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

11 **15. Historical and Archaeological Sites.**

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

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

23 In the event any other regionally significant
24 historical and archaeological resources are discovered in the
25 course of development, the Developer shall immediately notify

1 the Division of Historical Resources ("DHR"). No disruption
2 of the findings shall be permitted until the investigation is
3 complete and DHR has rendered a recommendation, which shall be
4 binding to the Developer.

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

6 Development within the Palm Coast Park DRI shall be
7 permitted in accordance with the terms and conditions that are
8 set forth on **Third Revised Exhibit "H"** hereto which are
9 consistent with the City's Comprehensive Land Use Plan.

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

12 ATTEST:

13 Virginia Smith
14 Virginia Smith, City Clerk

CITY OF PALM COAST

15 M. Holland
16 Milissa Holland, Mayor

DEVELOPER'S COVENANT AND AGREEMENT

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

WITNESS my hand and official seal this 15th day of December, 2017.

WITNESSES:

PALM COAST LAND, LLC, a Florida limited liability company

Jeff Scissons Patrick L. Cutshall, CFO

Carla Spierberg Carla Spierberg Minnesota AND ST. Louis

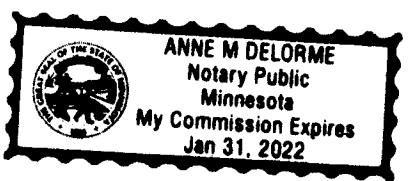
STATE OF FLORIDA) COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this 15th day of December, 2017, by Patrick L. Cutshall, the CFO, for and on behalf of Palm Coast Land, LLC, a Florida limited liability company, (check one) [X] who is personally known to me or [] who produced _____ as identification.

Signature

Anne M. DeLorme Printed Name

(Seal)



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DEVELOPER'S COVENANT AND AGREEMENT

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

WITNESS my hand and official seal this 19th day of December, 2017.

WITNESSES:

CARTER-SAWMILL CREEK, LLLP, a Florida limited liability partnership

By: MAURY L. CARTER MANAGEMENT CORPORATION, a Florida corporation, General Partner

By: [Signature]
Daryl M. Carter, President

[Signature]
Joan M. Fisher

[Signature]
Sarah W. Kurtz

STATE OF FLORIDA)
COUNTY OF ~~FLAGLER~~ **ORANGE**

The foregoing instrument was acknowledged before me this 19th day of December, 2017, by **Daryl M. Carter**, President of Maury L. Carter Management Corporation, a Florida corporation, (check one) who is personally known to me or who produced _____ as identification.

Signature

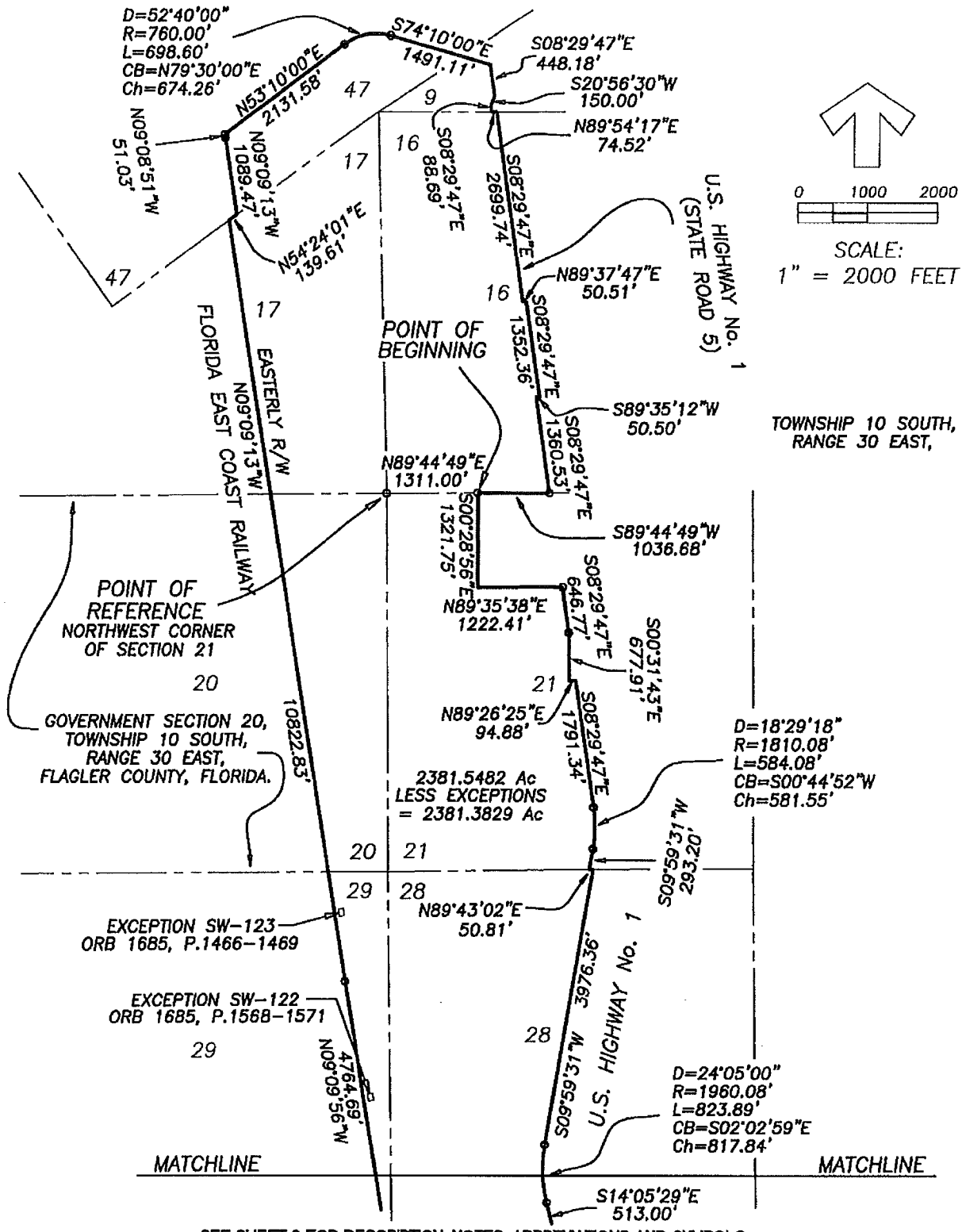
[Signature]
Printed Name **Joan M Fisher**



JOAN M. FISHER
Commission # GG 113991
Expires July 16, 2021
Bonded Third Budget Notary Services

SECOND REVISED EXHIBIT "A"
TOTAL OF 14 PAGES

C:\LAND PROJECTS 2007\T1144FLC1 RAYONIER PURCHASE\DWG\ACAD-1144-DRI-BOUND-012507.DWG, FEB 07, 2007



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

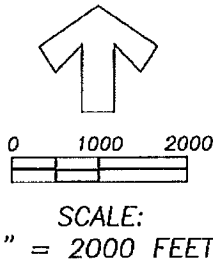
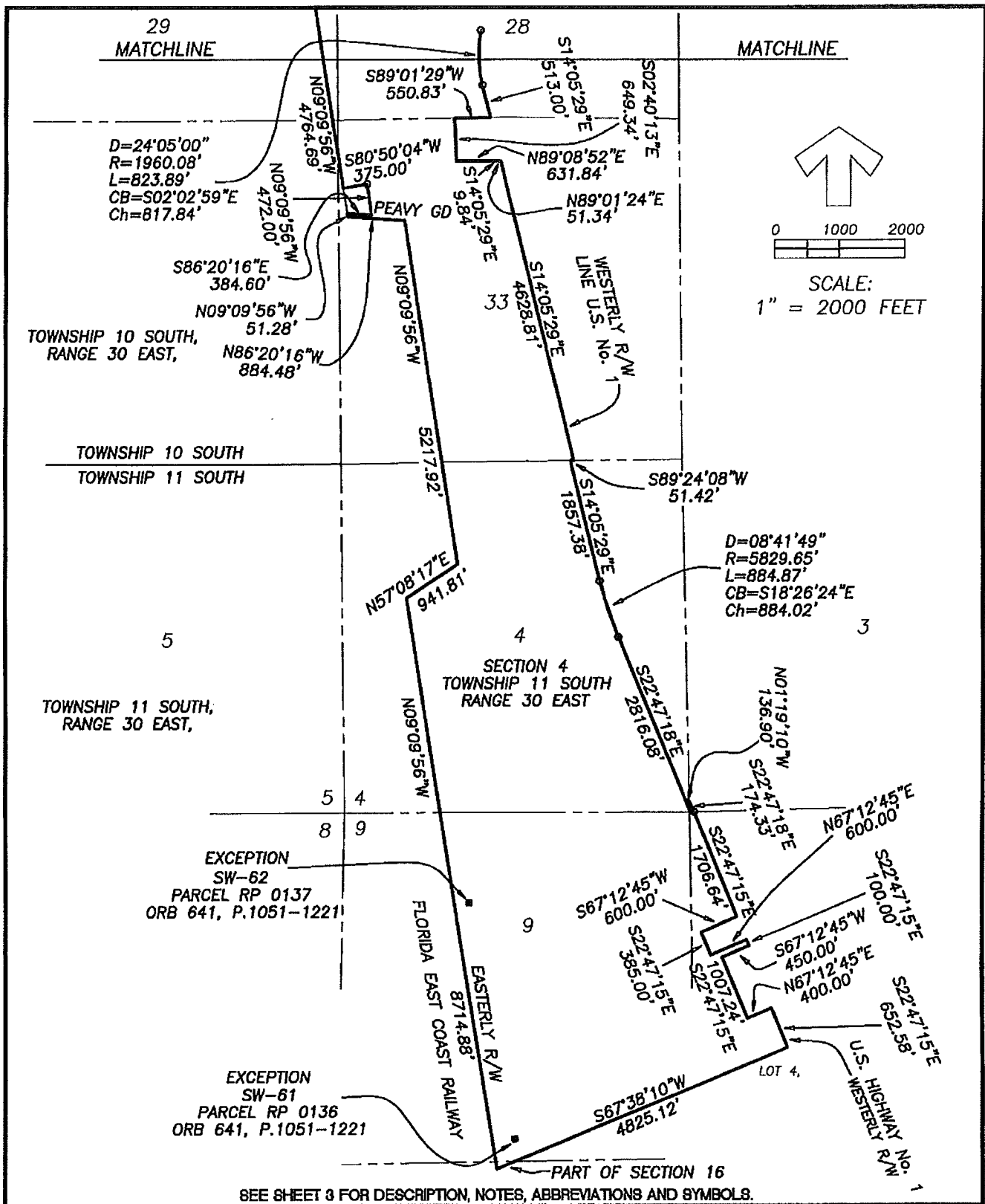


TOMOKA ENGINEERING
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 DAYTONA BEACH FLAGLER/PALM COAST
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 Phone: 386-274-1600 Fax: 386-274-1602
 emc@tomoka@tomoka-eng.com website: www.tomoka-eng.com

SKETCH
AND
DESCRIPTION

PROJECT NO.	T1144FLC1
DRAWING REF No.	1144-DRI-BOUND-012507
DATE	JANUARY 25, 2007
SHEET NO.	1 OF 5

LB #232



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.	2 OF 5

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°29'47" EAST A DISTANCE OF 646.77 FEET, THENCE DEPARTING U.S. No. 1 RUN SOUTH 00°31'43" EAST A DISTANCE OF 677.91 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
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

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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 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 5829.65 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 136.90 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 67°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 652.58 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 5217.92 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 139.61 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 760.00 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 #2232

TOMOKA ENGINEERING

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 Phone: 386-274-1600 Fax: 386-274-1602
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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 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 1360.53 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'x60' 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'x60' 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 1568, 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

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**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=468.99'
CB=N87°57'01"E

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

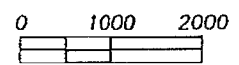
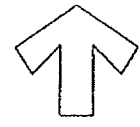
L=252.67'
R=1876.00'
D=07°43'01"
CH=252.48'
CB=S77°32'41"E

L=2981.68'
R=3079.04'
D=55°29'03"
CH=2866.53'
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=750.33'
R=1785.08'
D=24°05'00"
CH=744.82'
CB=N02°02'59"W

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'	S73°41'10"E
L4	35.35'	S28°41'10"E
L5	537.91'	S16°18'50"W
L6	2737.82'	S39°23'05"E
L7	2082.75'	S50°36'55"W
L8	606.62'	S39°23'05"E
L9	2401.22'	S20°16'51"E
L10	500.00'	S69°43'09"W
L11	3299.71'	S12°47'58"E
L12	3540.82'	S67°12'21"W
L13	2431.20'	N22°47'15"W
L14	26.76'	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°12'10"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	896.08'	S80°00'29"E
L32	569.81'	N75°54'31"E
L33	67.08'	S81°24'11"E

TOTAL AREA (LESS EXCEPTIONS)
= 1562.502 ACRES

TOWNSHIP 10 SOUTH
TOWNSHIP 11 SOUTH

WELL SITE SW-37
O.R.B. 1460, PG. 1301

L=839.35'
R=5529.65'
D=08°41'49"
CH=838.53'
CB=N18°26'24"W

WELL SITE SW-36
EXCEPTION

WELL SITE SW-35
EXCEPTION

WELL SITE SW-34
EXCEPTION

POINT OF REFERENCE
SOUTHWEST CORNER SECTION
27, TOWNSHIP 10 SOUTH,
RANGE 30 EAST

U.S. HIGHWAY NO. 1 (STATE ROAD 5)
(R/W VARIES)

BELLE TERRE PARKWAY (124' R/W)

JL MATANZAS WOODS PARKWAY
(124' R/W)

O.R.B. 1548,
PG. 418

O.R.B. 1513,
PG. 172

WELL SITE SW-38
O.R.B. 1471, PG. 1627

WELL SITE SW-43
EXCEPTION

WELL SITE SW-42
O.R.B. 832, PG. 991

WELL SITE SW-41
O.R.B. 832, PG. 991

POINT OF BEGINNING
(BASIS OF BEARINGS)

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

REVISED
11/11/2010



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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 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°44'06"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

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SKETCH AND DESCRIPTION

PROJECT NO.	T1144FLCI
DRAWING REF No.	1144-DRI-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

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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

TOMOKA ENGINEERING

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

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

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
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
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LB 12232

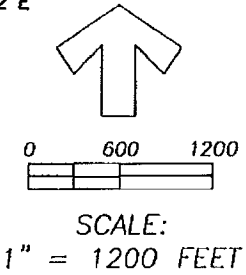
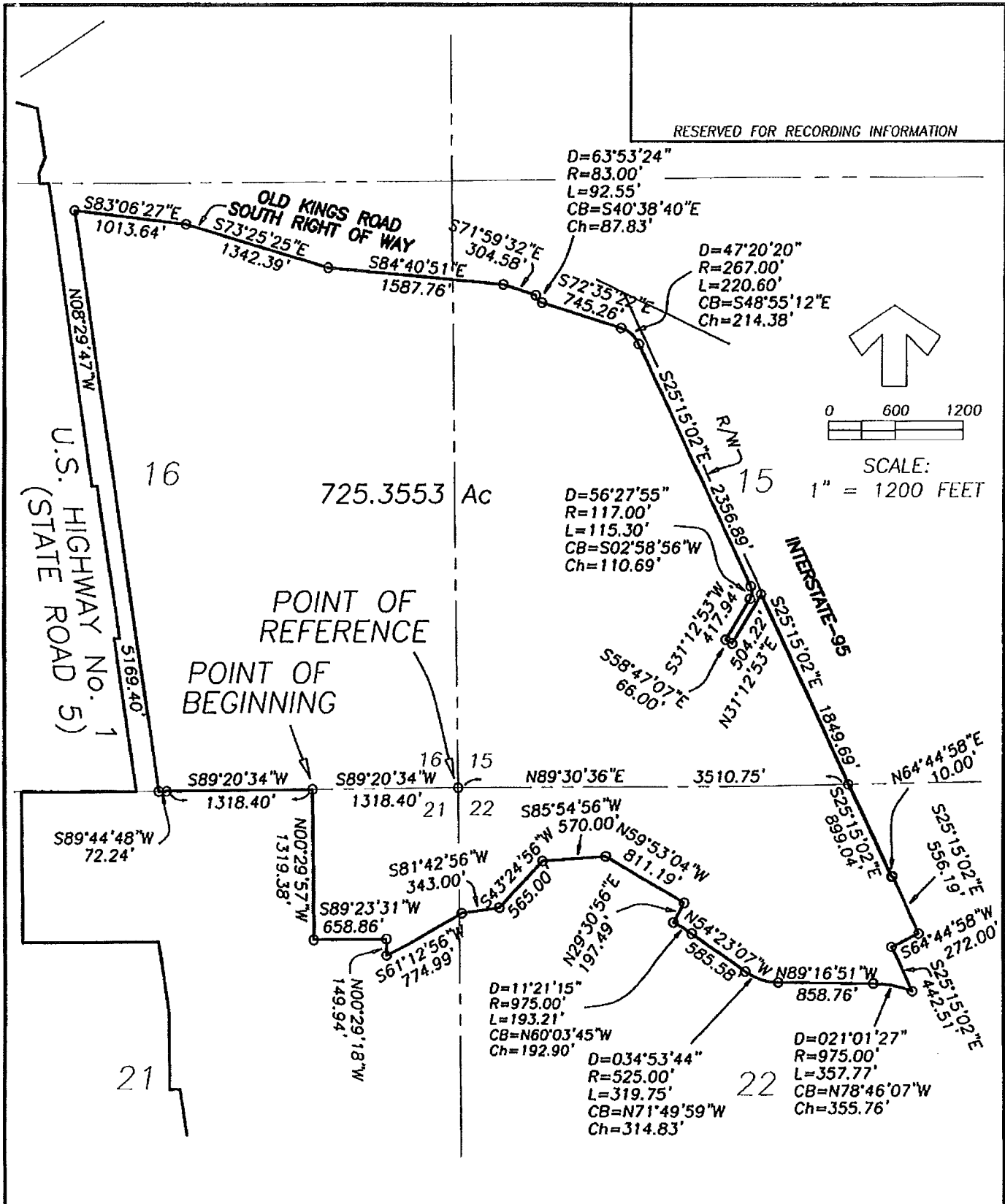
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SKETCH AND DESCRIPTION

PROJECT NO.	T1144FLCI
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.



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SKETCH AND DESCRIPTION

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

SKETCH AND DESCRIPTION

LEGAL DESCRIPTION

RESERVED FOR RECORDING INFORMATION

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.
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SKETCH
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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 64°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.



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SHEET NO.	3 OF 3

THIRD REVISED EXHIBIT "B"

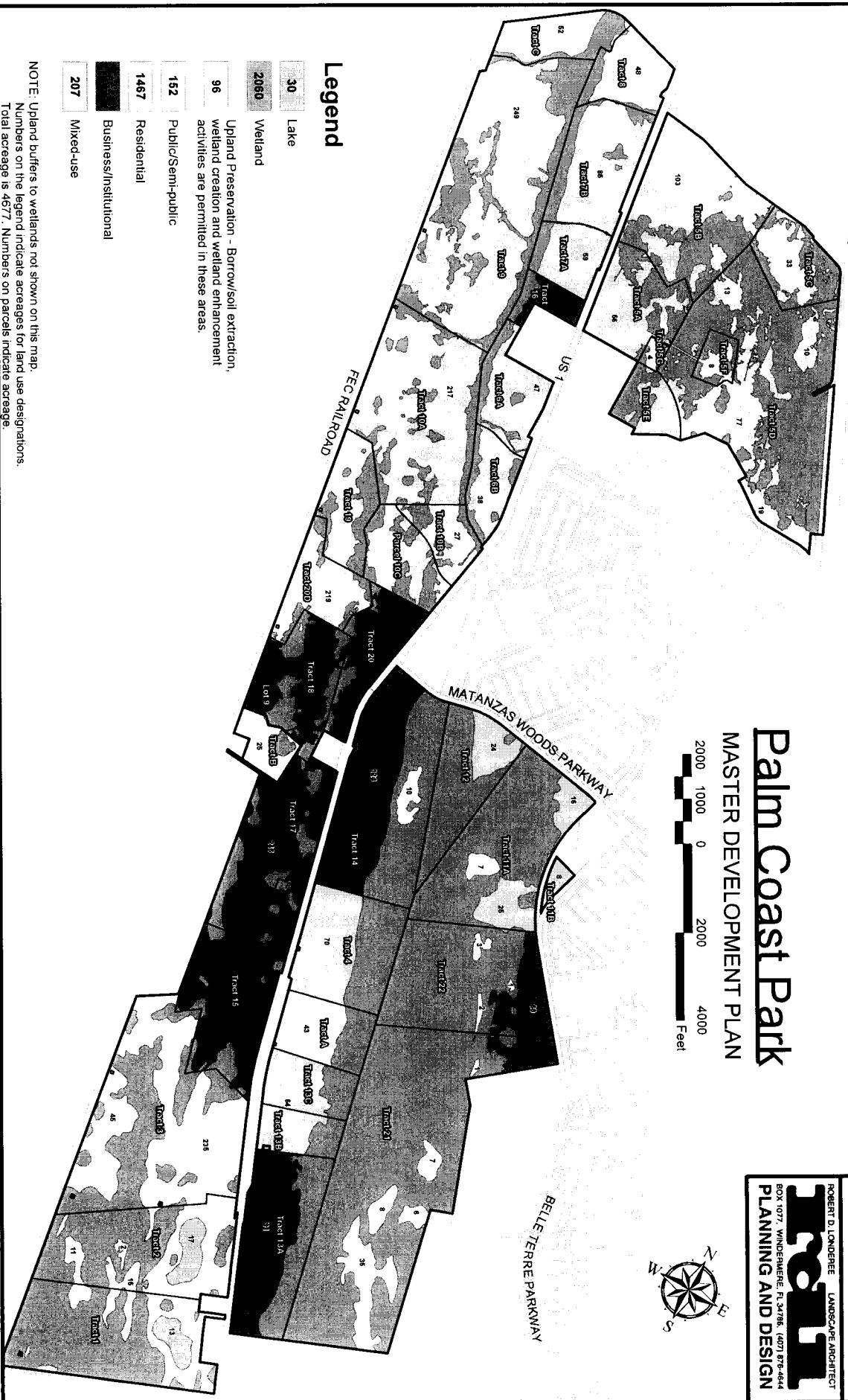
ROBERT D. LONDREHE
LANDSCAPE ARCHITECT

ROBT

BOX 1077, WINDERMERE FL 34786 (407) 876-4644
PLANNING AND DESIGN

Palm Coast Park

MASTER DEVELOPMENT PLAN



- ### Legend
- 30 Lake
 - 20650 Wetland
 - 96 Upland Preservation - Borrow/soil extraction, wetland creation and wetland enhancement activities are permitted in these areas.
 - 152 Public/Semi-public
 - 1467 Residential
 - Business/Institutional
 - 207 Mixed-use

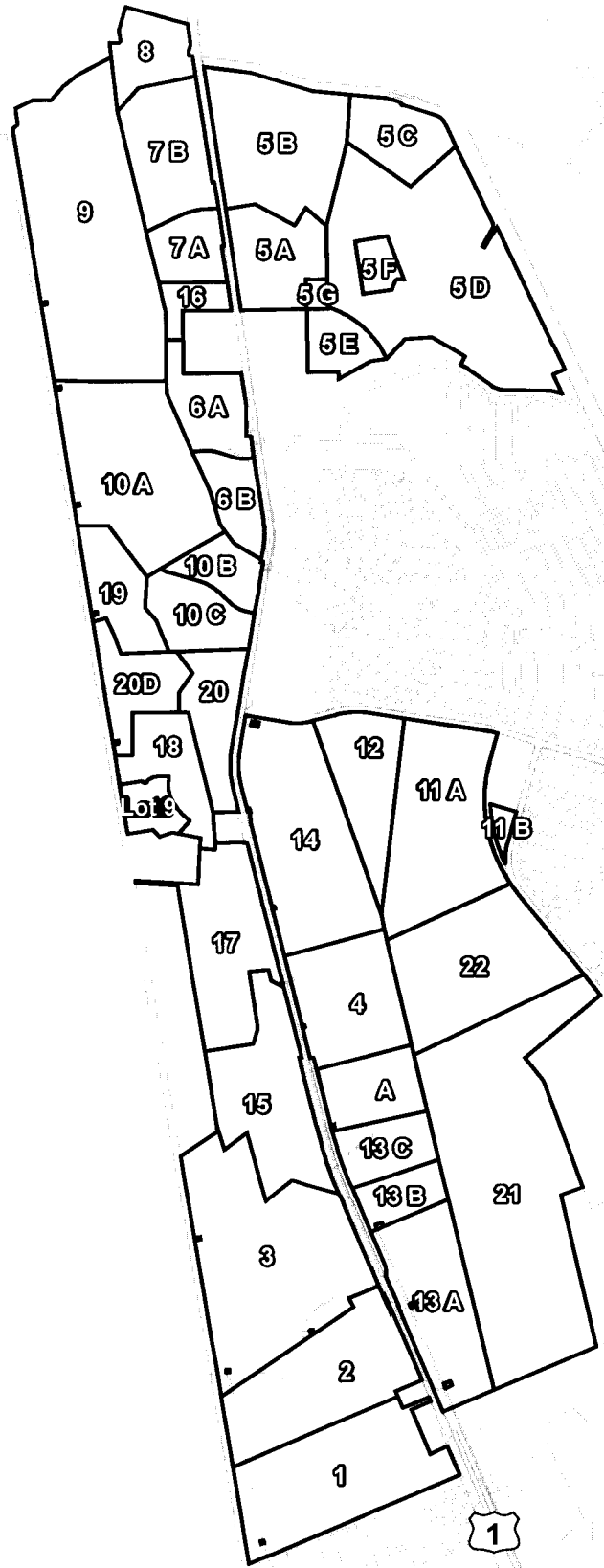
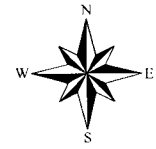
NOTE: Upland buffers to wetlands not shown on this map.
 Numbers on the legend indicate acreages for land use designations.
 Total acreage is 4677. Numbers on parcels indicate acreage.

Conversion Table

Trip Generation Equivalency Matrix Palm Coast Park DRI

Land Use	ITE Code	Size	Units	Peak-Hour Two-Way Trips per Unit	SFDU	Apartments	Condo	Retirement	Office Park	R&D	Office 50K	Office 100K	Office 150K	Ind Park	Warehouse	SC 50K	Sc 200K	SC 250K	SC 600 K	Auto Mall	Spec Ret
Residential																					
SFDU	210	n/a	DU's	0.95	1,000	1,484	1,863	3,654	0,579	0,833	0,352	0,497	0,576	1,033	1,863	0,120	0,192	0,207	0,278	0,339	0,367
Apartment	220	n/a	DU's	0.64	0,674	1,000	1,255	2,462	0,390	0,561	0,237	0,335	0,368	0,696	1,255	0,081	0,129	0,139	0,187	0,229	0,247
Condo	230	n/a	DU's	0.51	0,537	0,797	1,000	1,962	0,311	0,447	0,189	0,267	0,309	0,554	1,000	0,064	0,103	0,111	0,149	0,182	0,197
Retirement	250	n/a	DU's	0.26	0,274	0,406	0,510	1,000	0,159	0,228	0,096	0,136	0,158	0,283	0,510	0,033	0,052	0,057	0,076	0,093	0,100
Office																					
Office Park	750	250,000	KSF	1.64	1,726	2,563	3,216	6,308	1,000	1,439	0,607	0,859	0,994	1,783	3,216	0,207	0,331	0,357	0,480	0,586	0,633
Research & Dev	760	250,000	KSF	1.14	1,200	1,781	2,235	4,385	0,695	1,000	0,422	0,597	0,691	1,239	2,235	0,144	0,230	0,248	0,333	0,407	0,440
Office (General)	710	50,000	KSF	2.70	2,842	4,219	5,294	10,385	1,646	2,368	1,000	1,414	1,636	2,935	5,294	0,340	0,544	0,587	0,789	0,964	1,042
Office (General)	710	100,000	KSF	1.91	2,011	2,984	3,745	7,346	1,165	1,675	0,707	1,000	1,158	2,076	3,745	0,241	0,385	0,415	0,558	0,682	0,737
Office (General)	710	150,000	KSF	1.65	1,737	2,578	3,235	6,346	1,006	1,447	0,611	0,864	1,000	1,793	3,235	0,208	0,333	0,359	0,482	0,589	0,637
Industrial Park	130	600,000	KSF	0.92	0,968	1,438	1,804	3,538	0,561	0,807	0,341	0,482	0,558	1,000	1,804	0,116	0,185	0,200	0,269	0,329	0,355
Warehouse	150	200,000	KSF	0.51	0,537	0,797	1,000	1,962	0,311	0,447	0,189	0,267	0,309	0,554	1,000	0,064	0,103	0,111	0,149	0,182	0,197
Retail																					
Shopping Center	820	50,000	KSF	7.94	8,358	12,406	15,569	30,538	4,841	6,965	2,941	4,157	4,812	8,630	15,569	1,000	1,601	1,726	2,322	2,836	3,066
Shopping Center	820	200,000	KSF	4.96	5,221	7,750	9,725	19,077	3,024	4,351	1,837	2,597	3,006	5,391	9,725	0,625	1,000	1,078	1,450	1,771	1,915
Shopping Center	820	250,000	KSF	4.60	4,842	7,188	9,020	17,692	2,805	4,035	1,704	2,408	2,788	5,000	9,020	0,579	0,927	1,000	1,345	1,643	1,776
Shopping Center	820	600,000	KSF	3.42	3,600	5,344	6,706	13,154	2,085	3,000	1,267	1,791	2,073	3,717	6,706	0,431	0,690	0,743	1,000	1,221	1,320
Auto Mall	841	200,000	KSF	2.80	2,947	4,375	5,490	10,769	1,707	2,456	1,037	1,466	1,697	3,043	5,490	0,353	0,565	0,609	0,819	1,000	1,081
Specialty Retail	814	100,000	KSF	2.59	2,726	4,047	5,078	9,962	1,579	2,272	0,959	1,356	1,570	2,815	5,078	0,326	0,522	0,563	0,757	0,925	1,000

Example: Determine how many square feet of shopping center is equivalent to 200 single family dwelling units relative to gross p.m. peak-hour two-way trips.
 go to the SFDU row, follow it across to the shopping center columns, multiply 200 by .120 to get 24 KSF or 24,000 sq. ft. of the 50,000 sq. ft. shopping center range
 or multiply 200 by .192 to get 38 KSF or 38,000 sq. ft. of the 200,000 sq. ft. shopping center range
 or multiply 200 by .207 to get 41 KSF or 41,000 sq. ft. of the 250,000 sq. ft. shopping center range



PALM COAST PARK

THIRD REVISED EXHIBIT "D"
TRACT MAP

EXHIBIT "E"

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 SWPPP 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		Length (Miles)	Phase I			Phase II			Phase III			Total Fair Share (\$1,000)	
	From	To		Needs	Cost/Mi (\$1,000)	Cost (\$1,000)	Fair Share (\$1,000)	Needs	Cost/Mi (\$1,000)	Cost (\$1,000)	Fair Share (\$1,000)	Total Cost (\$1,000)		
Matanzas Woods Pkwy	US 1 Belle Terre Pkwy I-95 Ramps	Belle Terre Pkwy I-95	1.20				4L	\$ 2,160	\$ 2,592	\$ 2,160	\$ 2,466	\$ 5,184	\$ 4,861	
			0.80				4L	\$ 2,160	\$ 1,728	\$ 1,414		\$ 1,728	\$ 1,414	
Old Kings Rd	Frontier Dr	Farragut Dr	1.00				Aid Ramps	n/a	\$ 2,000			\$ 2,000	\$ 1,000	
			1.10											
Belle Terre Pkwy	SR 100 Royal Palms Pkwy White View Pkwy Pine Lakes Pkwy Pine Lakes Pkwy S Palm Coast Pkwy (EB) Palm Coast Pkwy (WB) Bellaire Drive	Royal Palms Pkwy White View Pkwy Pine Lakes Pkwy Cypress Point Pkwy Palm Coast Pkwy (WB) Bellaire Drive Pine Lakes Pkwy N	1.50				6L	\$ 2,160	\$ 3,240	\$ 369	\$ 3,240	\$ 3,240	\$ 369	
			1.50				6L	\$ 2,160	\$ 3,240	\$ 550	\$ 3,240	\$ 3,240	\$ 550	
			1.90				6L	\$ 2,160	\$ 4,104	\$ 931	\$ 4,104	\$ 4,104	\$ 931	
			0.40			6L	\$ 2,160	\$ 864	\$ 304	\$ 864	\$ 864	\$ 691	\$ 2,592	\$ 1,119
			0.20			6L	\$ 2,160	\$ 432	\$ 98	\$ 432	\$ 432	\$ 306	\$ 432	\$ 98
Palm Coast Pkwy	Belle Terre Pkwy Cypress Point Pkwy I-95 - West Ramps I-95 - East Ramps Old Kings Rd	Cypress Point Pkwy I-95 - West Ramps I-95 - East Ramps Old Kings Rd	1.00				6L	\$ 2,160	\$ 648	\$ 306	\$ 648	\$ 648	\$ 306	
			0.85				3LO-W	\$ 2,160	\$ 1,836	\$ 544		\$ 1,836	\$ 544	
			0.10				6L	\$ 2,160	\$ 216	\$ 69		\$ 432	\$ 130	
Royal Palms Pkwy	US 1	Belle Terre Pkwy	0.40				6L	\$ 4,320	\$ 1,728	\$ 153	\$ 864	\$ 1,728	\$ 153	
			0.20				6L	\$ 4,320	\$ 864	\$ 81		\$ 864	\$ 81	
Seminole Woods Blvd	US 1	Citation	2.7				4L	\$ 2,160	\$ 5,832	\$ 448		\$ 5,832	\$ 448	
			2.4				Totals	\$ 8,748	\$ 1,177	\$ 21,008	\$ 7,374	\$ 5,184	\$ 241	
											\$ 17,064	\$ 5,470	\$ 46,828	\$ 14,021

*Addition 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"

THIRD REVISED EXHIBIT "H"
LAND USES AND DEVELOPMENT

1. General -

Third Revised Exhibit "D" to this Third 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, 10C, 19, and 20 (Tract D only) 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, 20 (except Tract D), 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, B, C, 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, bike paths 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 silviculture 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.

I-95

Palm Coast Park

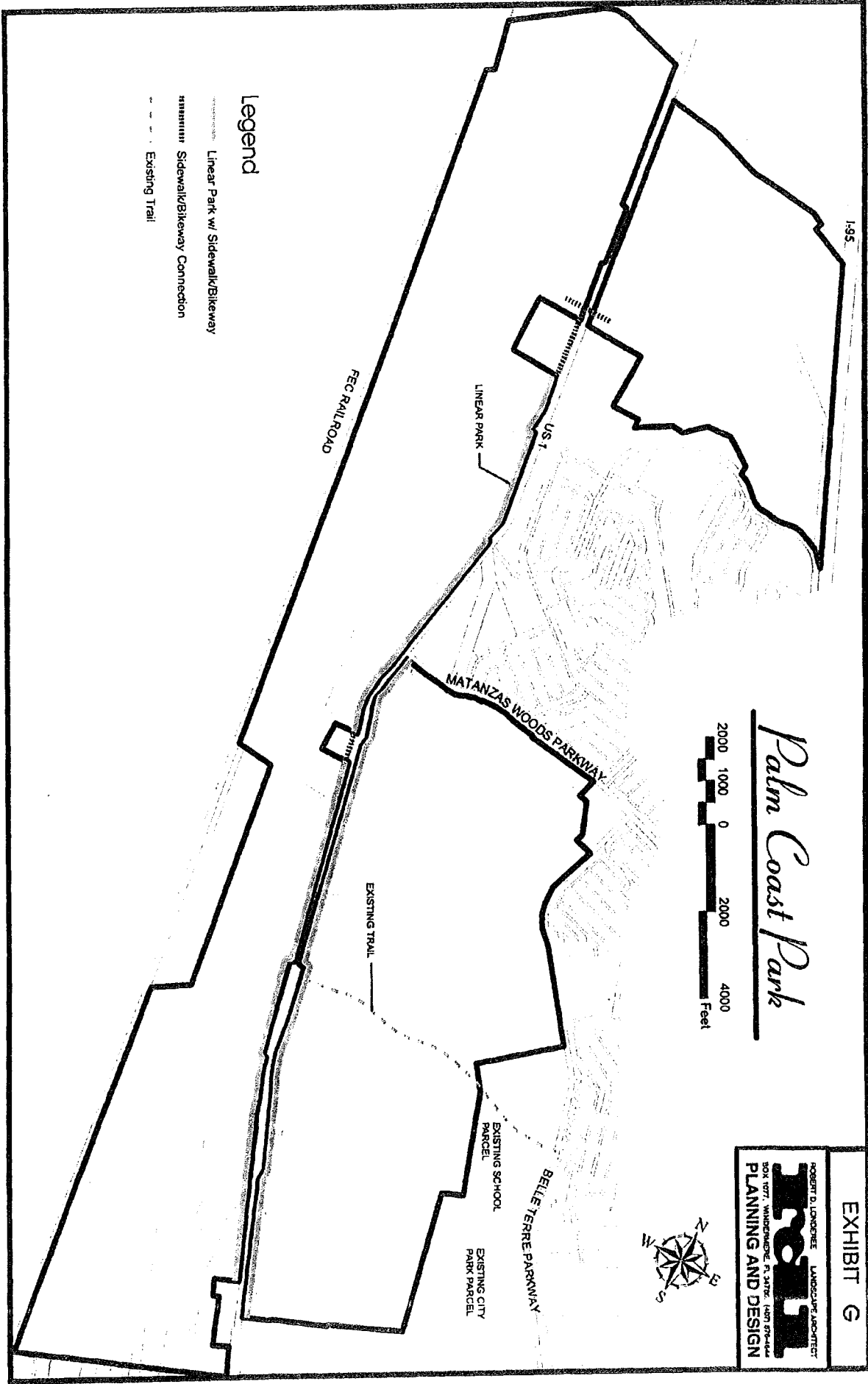


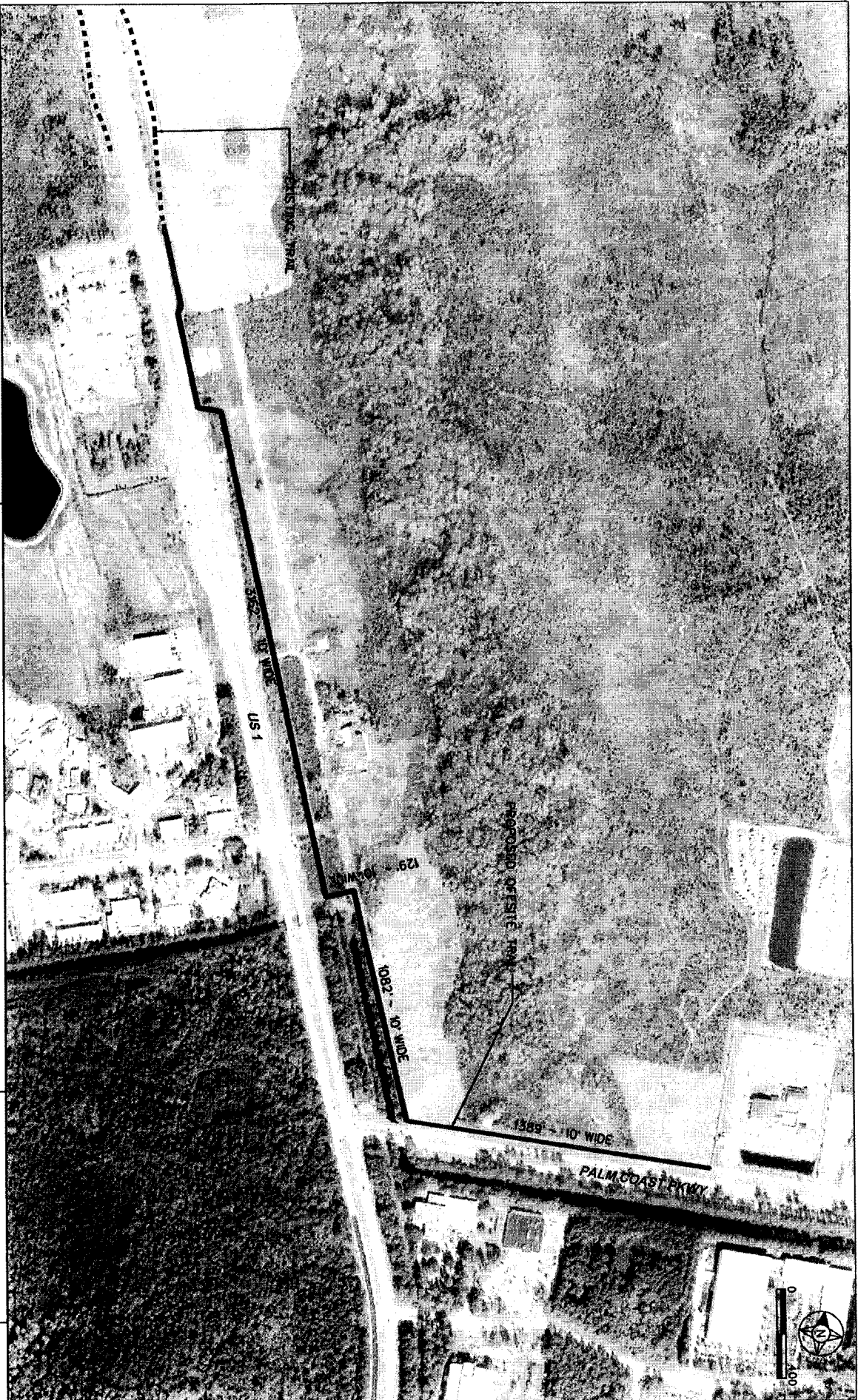
ROBERT D. LINDORFER LANDSCAPE ARCHITECT
 BOX 1077, WINDERMERE, FL 34786 (407) 878-4444
ROBT
 PLANNING AND DESIGN

EXHIBIT G

Legend

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





SINGHOFFEN & ASSOCIATES, INC.
 STORMWATER MANAGEMENT AND CIVIL ENGINEERING

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

SITE MAP

**EXHIBIT
 1**

02/03



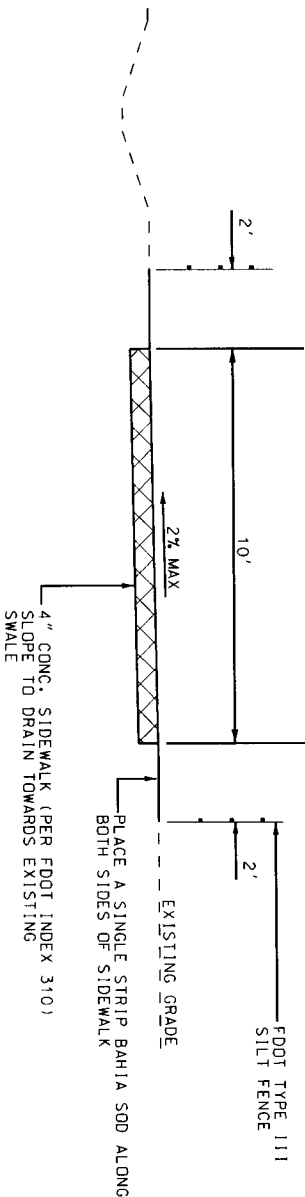
OFFSITE TRAIL EXTENSIONS

TYPICAL OFFSITE TRAIL SECTIONS

EXHIBIT

J

Project No.
2010-003.10



10' OFFSITE TRAIL

SCALE: 1" = 5'