

1 Community Development District ("CDD") but all conditions,
2 covenants and agreements set forth in this Development Order
3 are the obligation of the Developer.

4 WHEREAS, the Palm Coast Park DRI is a proposed mixed-use
5 development on approximately 4,740 acres located in the City
6 along both sides of US-1, generally between Palm Coast
7 Parkway to the south and Old Kings Road to the north; and

8 WHEREAS, the ADA was reviewed by the Northeast Florida
9 Regional Council ("NEFRC") as required by Section 380.06,
10 *Florida Statutes*, and the NEFRC recommended that the ADA be
11 approved, with conditions; and

12 WHEREAS, the Developer provided complete copies of the
13 ADA, as amended by ADA First Sufficiency Response and ADA
14 Second Sufficiency Response to the Florida Department Of
15 Community Affairs ("DCA"), NEFRC and the City; and

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

18 WHEREAS, pursuant to Section 380.06, *Florida Statutes*,
19 the City Council of the City ("City Council") heard at a
20 public hearing convened on _____, 2004 and
21 _____, 2004, the ADA for the Palm Coast Park DRI
22 and afforded the public and all affected parties an
23 opportunity to be heard and to present evidence; and

24 WHEREAS, after such public hearing and in consideration
25 of the recommendations made and submitted to the City

1 Council, the City Council has made certain findings and
2 determinations; as more specifically set forth hereinafter;

3 WHEREAS, all covenants and conditions set forth herein
4 are agreed to by the Developer and represent covenants which
5 touch and concern the subject DRI Property and run with the
6 land and are thereby binding upon the transferees, successors
7 and assigns of the Developer.

8 NOW, THEREFORE, BE IT HEREBY ORDERED AND RESOLVED by the
9 City Council, that based upon the following Findings of Fact
10 and Conclusions of Law, and the consent and agreement of the
11 Developer, and subject to the following terms and conditions,
12 the City Council hereby approves this Development Order,
13 pursuant to the provisions of Section 380.06, *Florida*
14 *Statutes*, and other applicable State laws, and the codes and
15 ordinances of the City:

16
17 **PART I**

18 **FINDINGS OF FACT AND CONCLUSIONS OF LAW**

19 1. The above Recitals/Whereas clauses are hereby
20 adopted and incorporated into this Development Order.

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

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

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

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

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

8 7. The public hearing to consider this Development
9 Order was properly noticed and held by the City Council
10 pursuant to Section 380.06, *Florida Statutes*.

11 8. The Developer's authorized agent is William
12 Livingston whose principal place of business is One Corporate
13 Drive, Suite 3A, Palm Coast, Florida 32137; and whose
14 telephone number is (386) 446-6226.

15 9. Development of the Palm Coast Park DRI pursuant to
16 the ADA was determined to be consistent with the achievement
17 of the objectives of the adopted State Comprehensive Plan, as
18 codified at Chapter 187, *Florida Statutes*, and will not
19 unreasonably interfere with the achievement of those
20 objectives.

21
22 **PART II**

23 **GENERAL CONDITIONS**

24 1. **ADA.** The Palm Coast Park DRI shall be developed in
25 accordance with the development plan, information, and
commitments contained in the following: (i) ADA dated

1 June 10, 2003; (ii) the First ADA Sufficiency Response dated
2 October 29, 2003; (iii) the Second ADA Sufficiency Response
3 dated February 20, 2004 and (iv) Palm Coast Park Master Plan,
4 Map H, attached as **Exhibit "B"** hereto (the "Master Plan"),
5 all of which are incorporated herein by reference except to
6 the extent of any conflict with the express terms of this
7 Development Order.

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

19 THE PROPERTY DESCRIBED HEREIN IS PART OF THE
20 PALM COAST PARK DEVELOPMENT OF REGIONAL
21 IMPACT AND IS SUBJECT TO A DEVELOPMENT ORDER,
22 NOTICE OF WHICH IS RECORDED IN THE PUBLIC
23 RECORDS OF FLAGLER COUNTY, FLORIDA, WHICH
24 IMPOSES CONDITIONS, RESTRICTIONS AND
25 LIMITATIONS UPON THE USE AND DEVELOPMENT OF
THE SUBJECT PROPERTY WHICH ARE BINDING UPON

1 EACH SUCCESSOR AND ASSIGN OF FLORIDA LANDMARK
 2 COMMUNITIES, INC., PALM COAST LAND, LLC OR
 3 PALM COAST FOREST, LLC. A COPY OF THE
 4 DEVELOPMENT ORDER MAY BE REVIEWED AT THE
 5 DEVELOPMENT SERVICES DEPARTMENT, CITY OF PALM
 6 COAST OR AT THE OFFICES OF THE DEPARTMENT OF
 7 COMMUNITY AFFAIRS, STATE OF FLORIDA,
 8 TALLAHASSEE, FLORIDA.

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

<u>Land Use</u>	<u>Gross Bldg./Units or Area</u>	<u>Acreage *</u>
12 Residential	3,600/DUs	1,600 Acres
13 Office	800,000/SF	150 Acres
14 Commercial	1,500,000/SF	500 Acres
15 Industrial	800,000/SF	320 Acres
16 Institutional	100,000/SF	30 Acres
17 Common Area	--	2,140 Acres**

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

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

23 4. **Land Use Conversion Table.**

24 (a) Developer may increase certain land uses and
 25 simultaneously decrease other land uses ("Land Use
 Conversions") without filing a Notice of Proposed Change

1 provided that such changes are consistent with the
2 conversion table attached as **Exhibit "C"** hereto (the
3 "Conversion Table"), and provided that such changes do not
4 have a substantial adverse effect or impact on public
5 infrastructure facilities as determined by the City, and are
6 reported in the Monitoring Reports, as provided for in
7 Section 11 below.

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

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

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

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

25 At the time of election of a land use
conversion under the Conversion Table, Developer shall

1 notify the City, DCA and the NEFRC of the election and shall
 2 provide the DCA, the City, and the NEFRC with cumulative
 3 land use totals and remaining allowable quantities in the
 4 next Monitoring Report.

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

9 **5. Phasing, Buildout and Expiration.** The Palm Coast
 10 Park DRI shall be developed in three phases as shown on the
 11 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	

18 Notes: 1) The non-residential uses are stated in square feet of gross
 building area.

19 2) These land uses shall be integrated into the Palm Coast Park
 Mixed-Use Zoning as shown on the Master Plan.

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

24 (a) Master water distribution system.

25 (b) Master sewage collection system.

1 (c) Master effluent transmission system.

2 (d) Master underground electric distribution system.

3 (e) US-1 linear park, including, but not limited to,
4 a multi-purpose trail system.

5 (f) Hewitt Sawmill Park improvements.

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

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

18 Unused development rights from a particular phase
19 shall carry over into the next phase until buildout.
20 Physical development shall commence no later than June 30,
21 2006.

22 Although the Palm Coast Park DRI is phased through
23 2020, buildout may not occur by that date. As a result, the
24 DRI termination date and the expiration date of this Order
25 are both established as of December 31, 2025.

1 6. **Effective Date.** This Development Order shall take
2 effect upon transmittal to the DCA in accordance with Rule
3 9J-2.025(5) *Florida Administrative Code* and Subsection
4 380.07(2), *Florida Statutes*.

5 7. **Monitoring Official.** The City Manager or designee
6 shall be the local official responsible for monitoring the
7 Palm Coast Park DRI for compliance by Developer with this
8 Development Order.

9 8. **Downzoning Protection.** The Palm Coast Park DRI, as
10 approved in this Development Order, shall not be subject to
11 downzoning or reduction of land uses before
12 December 31, 2025, unless Developer consents to such change,
13 or the City demonstrates that substantial changes in the
14 conditions underlying the approval of this Development Order
15 have occurred or that this Development Order was based on
16 substantially inaccurate information provided by Developer or
17 that the changes are essential to public health, safety and
18 welfare.

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

1 consistent with the development authorized in this
2 Development Order, except that a later adopted rule shall be
3 applicable to an application if:

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

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

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

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

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

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

24 10. **Level of Service Standards.** The Palm Coast Park DRI
25 shall be required to meet all level of service standards in
the City's Comprehensive Plan and all requirements of the

1 City's concurrency management system. However, pursuant to
2 Section 163.3180(12), *Florida Statutes*, if authorized by the
3 City's Comprehensive Plan, the Developer may satisfy the
4 transportation concurrency requirements by meeting the
5 transportation conditions contained in this Development Order
6 and paying all City transportation impact fees.

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

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

24 (b) A summary comparison of development activity
25 proposed or conducted since the previous Monitoring Report
and activity projected for the period until submittal of the

1 next Monitoring Report. The summary shall include the
2 following: a description of site improvements, gross floor
3 area constructed by land use type, location, and phase, with
4 appropriate maps. A tabulation of the amount of acreage
5 developed in the reporting period shall be provided by land
6 use categories listed in Chapter 28-24, *Florida*
7 *Administrative Code*.

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

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

22 (e) To the extent known to Developer, a description
23 of any lands purchased or optioned within 1 mile of the
24 boundaries of the Palm Coast Park DRI by a person who has
25 acquired a fee simple or lesser interest in the Palm Coast
Park DRI subsequent to the effective date of this Development

1 Order (but excluding persons who have only acquired a
2 leasehold interest in lands or improvements within the Palm
3 Coast Park DRI), identifying such land, its size, and its
4 intended use on a site plan and map (to the extent feasible).

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

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

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

22 (i) An assessment of Developer's or its successor's
23 compliance with conditions and commitments contained in this
24 Development Order.
25

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

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

8 (l) A description of any change in local
9 governmental jurisdiction for any portion of the Palm Coast
10 Park DRI since the effective date of this Development Order.

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

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

24 (ii) Traffic counts, turning movements, and
25 actual levels of service for existing conditions and

1 projected for the ensuing 2 year period, including traffic
2 estimates for the following roads, including intersections.
3 Developer shall distinguish between project-related traffic
4 and total traffic volumes:

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

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

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

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

21 (n) A statement certifying that the NEFRC, DCA, the
22 City, and all affected agencies have been sent copies of the
23 Monitoring Report in conformance with Subsections 380.06(15)
24 and (18), *Florida Statutes*. Developer shall ensure that
25

1 appropriate agencies receive a copy of each Monitoring
2 Report.

3 12. **Application for Proposed Changes.** Developer shall
4 submit simultaneously to the City, the NEFRC, and the DCA,
5 any applications for proposed changes to the Palm Coast Park
6 DRI and shall comply with the provisions of Section
7 380.06(19), *Florida Statutes*, concerning non-substantial
8 deviations.

9 13. **Limitations of Approval.** The approvals provided in
10 this Development Order shall not be construed to obviate the
11 duty of Developer to comply with all other applicable local
12 or State permitting procedures.

13 14. **Notices.** Any and all notices required or allowed to
14 be given in accordance with this Development Order shall be
15 mailed or delivered as follows:

16 **To Developer:** Florida Landmark Communities, Inc.,
17 Palm Coast Land, LLC and
18 Palm Coast Forest, LLC
19 One Corporate Drive, Suite 3A
20 Palm Coast, Florida 32137
21 Attn: President and Manager
22 Telephone: (386) 446-6226

23
24
25

1 **With a copy to:** RDL
2 P.O. Box 1077
3 660 6th Avenue
4 Windermere, Florida 34786
5 Attn: Bob Londeree
6 Telephone: (407) 876-4644

7 **To the City:** City of Palm Coast
8 2 Commerce Boulevard
9 Palm Coast, Florida 32164
10 Attn: City Manager
11 Telephone: (386) 986-3702

12 **With a Copy to:** Stenstrom, McIntosh, Colbert, Whigham,
13 Reischmann & Partlow
14 200 West First Street, Suite 22,
15 SunTrust Bldg.
16 P.O. Box 4848
17 Sanford, Florida 32772-4848
18 Attn: Palm Coast City Attorney
19 Telephone: (407) 322-2171

20 15. **Severability.** In the event any stipulation, or any
21 portion of any Section of this Development Order shall be
22 declared invalid, illegal, or unconstitutional by a court of
23 competent jurisdiction, such adjudication shall in no manner
24 affect the approval granted herein, and other stipulations,
25 or the other provisions of the affected stipulation, which

1 shall remain in full force and effect as if the stipulation
2 or portion or Section thereof so declared invalid, illegal,
3 or unconstitutional, were not originally a part hereof,
4 provided, however, that if the result of the severance of the
5 stipulation or portion or Section results in harm to the
6 public health, safety or welfare; results in a public harm;
7 or substantially negates a public benefit or imposes a public
8 burden; then the provisions of this Development Order shall
9 be deemed not severable and this Development Order shall be
10 reformulated and reconstituted by the City to address said
11 matters.

12 **16. Rendition of Order to DCA.** Within 20 days of the
13 approval and execution of this Development Order, the City
14 shall render a copy of this Development Order, with all
15 attachments certified as complete and accurate by certified
16 mail, return receipt requested, to the DCA, Bureau of Local
17 Planning, the NEFRC, and the Developer.

18 **17. Other General Conditions.**

19 (a) Notwithstanding any provision contained in this
20 Development Order to the contrary, the City shall have no
21 financial responsibility to contribute to or participate in
22 the funding, design, engineering, permitting, and/or
23 construction of improvements to State roads, County roads, or
24 roads constructed or to be constructed within the DRI
25 Property.

1 (b) Development of the DRI Property based upon this
2 Development Order shall comply with all applicable Federal,
3 State and local laws, codes, ordinances, rules and
4 regulations which are hereby incorporated herein by this
5 reference.

6 (c) The Developer acknowledges that the
7 requirements and conditions of this Development Order as set
8 forth herein result from the impacts of development of the
9 DRI Property on public facilities and systems, are reasonably
10 attributable to the development of the DRI Property, are
11 based upon comparable requirements and commitments that the
12 City or other agencies of government would reasonably expect
13 to require a developer to expend or provide, and are
14 consistent with sound and generally accepted land use
15 planning and development practices and principles.

16 (d) This Development Order and its terms and
17 conditions and all of the promises, commitments, obligations,
18 covenants, liabilities, and responsibilities of the Developer
19 touch and concern the DRI Property and shall continue to run
20 with, follow and burden the DRI Property. To this end, the
21 promises, commitments, obligations, covenants, liabilities,
22 and responsibilities provided for herein shall inure to the
23 benefit of the City and shall operate as a perpetual burden
24 and servitude upon the DRI Property unless released by the
25 City by means of an appropriate recordable instrument

1 approved and executed by the City. The promises,
2 commitments, obligations, covenants, liabilities, and
3 responsibilities provided for herein shall be binding upon
4 the Developer and the Developer's heirs, transferees, assigns
5 and successors in interest (specifically including, but not
6 by way of limitation, building permit applicants and any
7 person or entity developing any part of the DRI Property) and
8 shall inure to the benefit of the City and its assigns and
9 successors in interest as to all parts and each part of the
10 DRI Property. The Developer shall pay any and all costs of
11 recording instruments in the public records of the County.

12 In addition to the foregoing general conditions, the
13 following specific conditions are included in this
14 Development Order to mitigate identified regional impacts.

15
16 **PART III**

17 **SPECIFIC CONDITIONS TO THIS DEVELOPMENT ORDER**

18 **1. Vegetation and Wildlife.**

19 (a) The Developer shall preserve at least 116 acres
20 of gopher tortoise habitat prior to commencing any
21 development activities on the DRI Property. Preservation
22 shall be accomplished as follows: (i) preserving the
23 44.66-acres shown as Tract C on **Exhibit "D"** hereto, through
24 granting a perpetual conservation easement to the Florida
25 Fish and Wildlife Conservation Commission ("FFWCC"), in a

1 form acceptable to the FFWCC, within 1 calendar year from the
2 effective date of this Development Order; and (ii) preserving
3 an additional 71.34-acres of gopher tortoise habitat within
4 2 calendar years from the effective date of this Development
5 Order by either (1) contributing to the purchase of
6 preservation land by payment of a sum equal to \$5,859 per
7 acre, or the prevailing cost per acre in effect at the time
8 of the payment, whichever is greater, to the FFWCC Land
9 Acquisition Trust Fund, (2) preserving an appropriate number
10 of acres of habitat on site, agreeable to the FFWCC, or (3)
11 choosing a combination of items (1) or (2) that equal a total
12 of 71.34 acres of gopher tortoise habitat protection. Any
13 onsite habitat preserve shall encompass at least 25-acres of
14 contiguous gopher tortoise habitat and shall be acceptable to
15 the FFWCC. No construction shall commence on the DRI Property
16 until the Developer has protected at least 116-acres of
17 gopher tortoise habitat, obtained the necessary gopher
18 tortoise permit(s) from the FFWCC, and complied with all
19 permit conditions.

20 (b) Informational signs or posters shall be located
21 on active construction sites in areas that may contain
22 suitable habitat for the Indigo Snake. The Developer shall
23 develop an Eastern Indigo Snake Protection/Education Plan
24 (the "Snake Plan"). The Snake Plan shall meet the
25 requirements and standards set forth in the "Standard

1 Protection Measure For The Eastern Indigo Snake" provided on
2 Page 12-1 of the ADA Second Sufficiency Response, dated
3 February 20, 2004. The Snake Plan shall be provided to all
4 contractors performing work on the DRI Property.

5 (c) Should listed species be determined to reside
6 on, or otherwise be significantly dependent upon the Palm
7 Coast Park DRI property, the Developer shall cease all
8 development activities which might negatively affect that
9 individual or population. The DRI Property shall be
10 developed in full compliance with all applicable laws, rules
11 and regulations. The Developer shall provide proper
12 protection to the satisfaction of all agencies with
13 jurisdiction over the matter.

14 **2. Wetlands.**

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

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

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

23 (ii) To reduce erosion, all swales and drainage
24 ways constructed by the Developer shall be vegetated or
25 sodded. The inside detention slopes for stormwater ponds

1 shall be sodded. The berm and outside slopes for stormwater
2 ponds shall be hydroseeded. All slopes steeper than 3:1
3 (horizontal:vertical) shall be sodded. Only those areas
4 needed for development may be cleared. All cleared
5 development areas shall be hydroseeded or seeded and mulched
6 immediately. All areas which are covered with vegetation or
7 sod or which are seeded and mulched or hydroseeded shall be
8 maintained after construction.

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

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

21 (c) The Developer shall record conservation
22 easements in favor of the St. Johns River Water Management
23 District ("SJRWMD") and the City covering the preserved
24 wetlands on-site. The conservation easements shall be
25

1 recorded upon recordation of a plat containing the wetlands
2 or upland buffer areas.

3 Should silviculture operations continue prior to
4 the commencement of individual site development, silviculture
5 activities shall be prohibited in that portion of the DRI
6 Property that consists of wetland areas to be preserved and
7 those areas adjacent to wetlands that will be used as buffers
8 to the wetland areas.

9 (d) The Developer shall perform field verification
10 of wetland boundaries associated with Conservation FLUM areas
11 which shall be provided to the City in electronic format.
12 After field verification, the delineated Conservation FLUM
13 areas shall be preserved, except where they are crossed by
14 road rights-of-way or easements or rights-of-way for other
15 public facilities.

16 (e) The Developer shall promptly provide to the City a
17 copy of all Federal and State environmental permits prior to
18 construction activities being undertaken. The Developer or
19 its assigns shall be required to comply with all terms and
20 conditions of all such permits. No wetland impacts shall
21 occur without acquiring all necessary State and Federal
22 permits and approvals by the City.

23 **3. Floodplains.**

24 (a) All structures shall have a finished floor
25 elevation a minimum of 1-foot above the FEMA 100-year

1 floodplain. All structures shall also have a finished floor
2 elevation a minimum of 1 foot above the center line of the
3 adjacent roadway. The City Engineer may waive the foregoing
4 requirements provided a site grading plan is submitted
5 demonstrating sufficient treatment storage is provided and
6 adequate conveyance will prevent flooding of structures during
7 the 100-year event. All roadways shall be constructed at or
8 above the FEMA 100-year floodplain. The 10-year frequency
9 storm shall be used to calculate the design hydraulic gradient
10 line for local roadways. The maximum hydraulic gradient line
11 for roadways shall be no higher than 6-inches below the edge
12 of pavement.

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

16 **4. Water Supply.**

17 (a) A distribution system for reuse (non-potable
18 water) shall be installed concurrent with development of the
19 Palm Coast Park DRI (residential and non-residential). The
20 non-potable distribution system shall be developed parallel to
21 the potable system for all land uses for utilization when
22 reuse water is available. Depending on design requirements
23 and location within the DRI Property, the non-potable
24 distribution system may include or consist of direct pumping
25

1 from ponds and lakes, as the means for providing non-potable
2 water for irrigation.

3 To the maximum extent feasible, reclaimed water
4 shall be the primary source of water to meet irrigation
5 demand, with surface water from the stormwater management
6 system acting as back up source to meet additional irrigation
7 requirements.

8 (b) The Developer shall undertake 2 demonstration
9 projects, 1 residential and 1 non-residential, which implement
10 and exhibit water-wise landscaping principals which
11 incorporate drought-tolerant or native vegetation. The non-
12 residential demonstration project may be undertaken on a
13 1-acre site within the linear park along US-1.

14 (c) Water conservation strategies, including
15 Xeriscape landscape techniques and low flow plumbing fixtures
16 shall be incorporated into the construction, operation, and
17 maintenance phases of the Palm Coast Park DRI, and shall be
18 included in the covenants and deed restrictions. The
19 conservation strategies shall include the following
20 conditions:

21 (i) Within common areas, commercial areas and
22 multi-family residential complexes, 50% of planted vegetation,
23 by aerial extent, shall consist of native, drought-tolerant or
24 Xeriscape vegetation in all landscaped areas. Landscaped
25 areas are defined as any pervious area that will be altered

1 due to development. Wetlands, wetland buffers, vegetative
2 buffers between land uses, stormwater systems and required
3 preservation areas are not included as landscaped areas.
4 Native or drought-tolerant plants include those in the
5 SJRWMD's *Waterwise Florida Landscapes*, the Florida Native
6 Plant Society's list of native landscape plants for Flagler
7 County, *A Gardner's Guide to Florida's Native Plants* (Osorio
8 2001), or comparable guidelines prepared by the Florida
9 Department of Agriculture and Consumer Services, SJRWMD,
10 FFWCC, or FDEP.

11 (ii) The Developer shall include information on
12 Xeriscape and/or native vegetation and/or drought-tolerant
13 vegetation (SJRWMD Xeriscape Plant Guide), water conservation
14 guides & IFAS's Xeriscape plant guides and IFAS Cooperative
15 Extension Services' "Florida Yards and Neighborhoods"
16 materials in design guidelines.

17 (iii) Fertilizer used within the Project shall
18 contain at least 70% organic or slow release ingredients, with
19 the exception of limited special purpose fertilizer
20 applications as appropriate.

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

- 23 • Specific percentage of water
24 wise/native vegetation required throughout the DRI Property.
- 25 • Limits on turf areas.

- 1 • Use of water-saving fixtures.
- 2 • Sub-metering multi-family units.
- 3 • Use of non-potable water for outside
- 4 irrigation.
- 5 • Use of rain-sensing sprinklers.
- 6 • Distribution of water conservation
- 7 literature to residents and tenants.

8 (iv) The Developer shall ensure compliance with
9 conditions (c)(i) through (c)(iv) of this Development Order;
10 provided, however, that such obligations may be assigned to
11 other parties by the Developer with the consent of the City.
12 The Developer, homeowner's association or CDD, shall implement
13 a customer and employee water conservation education program
14 as specified in Section 12.2.5.1(e) of the SJRWMD Consumptive
15 Use Permitting Applicant's Handbook. The curriculum of the
16 education program shall be supplied with the first Monitoring
17 Report and each subsequent Monitoring Report until build-out.
18 This condition may be satisfied by the City with approval from
19 the SJRWMD.

20 (d) Easements for adequate accessibility to and from
21 existing and proposed wellheads shall be established within 1
22 year for each wellhead on the DRI property in order that
23 construction, maintenance, and other necessary activities to
24 facilitate the production of potable water is achieved. All
25 easements shall be in a form approved by the City. Developer

1 or any successors in interest shall have the right from time
2 to time to relocate any easements that provide accessibility
3 to and from any existing or proposed wellhead to another
4 location, provided, however, that (i) any such relocation of
5 an easement shall not unreasonably interfere with the City's
6 non-exclusive right to utilize the easement, as relocated, for
7 access to and from the wellhead; (ii) such relocation of the
8 easement shall result in the City's right to and enjoyment of
9 a means of an access to and from the wellhead which is
10 substantially similar to the means of access which the City
11 possessed and enjoyed prior to such alteration or relocation
12 of the easement; (iii) the Developer shall bear the cost of
13 relocating any roadways, power lines or other facilities
14 serving the well site which are moved as a result of the
15 relocation of any easement; and (iv) relocation of roadways,
16 power lines and other facilities serving a well site shall be
17 accomplished in a manner that does not cause disruption to the
18 production of any existing well or result in degradation,
19 alteration or loss of production of potable water.

20 (e) Within 1 year from the effective date of this
21 Development Order, a linear easement shall be established that
22 parallels the boundary of the DRI Property abutting the
23 Florida East Coast railroad right-of-way. The easement shall
24 be 65 feet in width, a portion of which shall also be subject
25 to an easement in favor of Florida Power & Light for an

1 electric transmission line. The easement shall provide
2 ingress/egress to access well sites and provide full eastern
3 access along the rail system for emergency vehicles should a
4 train derailment occur. The easement shall be in a form
5 approved by the City.

6 **5. Groundwater Protection.**

7 (a) A buffer zone with a 500-foot radius shall be
8 established around each existing and proposed wellhead where
9 no construction activities involving hazardous materials shall
10 be conducted and no hazardous material and/or waste generation
11 facilities may be constructed. Direct stormwater runoff
12 shall be diverted away from these buffer areas to stormwater
13 treatment ponds which shall be located outside of the
14 protection zone.

15 (b) Use of Floridan Aquifer, intermediate (confined
16 surficial), and surficial aquifer wells, that do not fall
17 within the SJRWMD's specific consumptive use permitting
18 requirements (less than 6 inches in diameter), are prohibited
19 on the Palm Coast Park DRI property, unless approved by the
20 City and applicable regulatory agencies, with the exception of
21 Tract 5 as shown on **Exhibit "D"** hereto, provided that the
22 wells are approved by the applicable regulatory authorities.
23 This prohibition, as with all other provisions of this
24 Development Order, shall act as a deed restriction to the DRI
25 Property.

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

4 (d) The following best management practices shall
5 apply to geotechnical borings:

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

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

15 (iii) If contamination is detected in any
16 geotechnical boring, the contaminated soil shall not be used
17 as replacement material and the horizontal and vertical extent
18 of the contamination shall be assessed and reported to the
19 City and the appropriate regulatory authority.

20 (e) Any discharge of a regulated substance at
21 regulatory reporting thresholds shall be reported immediately
22 by the facility owner, operator, or responsible party to the
23 City. Such notification shall in no way alleviate the owner,
24 operator, or responsible party from other City, State, and
25 Federal reporting obligations as required by law. All

1 facilities with discharges of any quantity of a regulated
2 substance shall be remediated so that contamination of soil,
3 surface water, or groundwater is brought into compliance with
4 State, local, and/or Federal standards. Clean-up activities
5 shall begin concurrent with or immediately following emergency
6 response activities. This prohibition shall act as a deed
7 restriction within the Palm Coast Park DRI Property.

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

1 costs of the corrective measures. This prohibition, as with
2 all other provisions of this Development Order, shall act as a
3 deed restriction within the DRI Property.

4 **6. Wastewater Management.**

5 (a) Development within Palm Coast Park DRI shall
6 occur concurrent with the provision of adequate central sewer
7 service meeting the adopted level of service of the City's
8 Comprehensive Plan.

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

22 (c) The Developer shall identify a minimum 30-acre
23 site acceptable to the City for the purpose of locating new
24 water and wastewater utility plants. The site shall be
25 dedicated to the City within 60 days of the effective date of

1 this Development Order in a form acceptable to the City.
2 Simultaneously with the conveyance of title to the site for
3 the water and wastewater utility plants, the City shall
4 release its option to purchase a well site that is known as
5 the SW-108 Well Site and its option to purchase a water plant
6 site along US-1.

7 **7. Stormwater Management.**

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

20 (b) A Water Quality Monitoring Plan ("WQ Monitoring
21 Plan") shall be developed by the Developer for review and
22 approval of FDEP. The WQ Monitoring Plan shall include water
23 quality monitoring stations, all of which shall be approved by
24 FDEP. There shall be 2 baseline-sampling events (1 wet and 1
25 dry) completed prior to initiation of development activities

1 on the DRI Property. When approved, the WQ Monitoring Plan
2 shall be automatically incorporated into this Development
3 Order.

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

6 (i) Implementation of a Pesticide/Nutrient
7 Management Plan, with a City approved entity identified and
8 appointed to oversee the process. The plan that is adopted
9 and the name of the entity that was appointed to oversee the
10 process shall be provided to the City and the FDEP.

11 (ii) Development and implementation of golf
12 course best management practices from the following
13 publications:

14 • Best Management Practices for Golf
15 Course Maintenance Department.

16 • Florida Green Industries: Best
17 Management Practices for Protection of Water Resources in
18 Florida.

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

21 **8. Transportation.**

22 (a) Notwithstanding the phasing schedule that is set
23 forth in Section 5, under Part II above, for the purpose of
24 phasing and transportation recommendations, Palm Coast Park
25 DRI is divided into 3 phases based upon ITE trip generation

1 estimates for approved construction, as shown on the following
2 schedule:

	Estimated Build-Out	Daily ITE Trips	PM ITE Peak Trips	Cumulative ITE Trips	
				Daily	PM Peak
Phase 1	2010	32,834	3,145	32,834	3,145
Phase 2	2015	33,965	3,316	66,799	6,461
Phase 3	2020	38,569	3,772	105,368	10,233

3
4
5
6
7
8
9 (b) The Developer shall provide all rights-of-way and
10 associated easements and facilities necessary to construct the
11 internal roadway network and shall be responsible for
12 constructing the internal roadway network. The creation of the
13 rights-of-way shall be in a form acceptable to the City.

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

18 (d) Prior to the end of Phase 1 or 2010, whichever
19 is sooner, an Interchange Justification Report ("IJR") shall
20 be completed by the Developer in cooperation with the FDOT
21 (District 5 and District 2) for the proposed Interstate
22 95/Matanzas Woods Parkway interchange (the "Interchange").
23 Upon the Palm Coast Park DRI generating a total of 3,145 PM
24 Peak Hour Trips (including primary, internal, pass-by and
25 diverted), if the IJR determines that the Interchange is
required, the Interchange must be funded in the City's Capital

1 Improvement Element or Plan or in the first three years of
2 FDOT's five year plan or the provision of subsection 8(e) will
3 apply.

4 (e) If the condition relating to the funding of the
5 Interchange set forth in Section 8(d.) has not been met, the
6 Developer must submit a modification to the Development Order
7 through the DRI substantial deviation process. The substantial
8 deviation shall require the reanalysis of the projected Palm
9 Coast Park DRI traffic impacts and identification of any
10 mitigation that is required to maintain concurrency without
11 the Interchange. Alternately, the Developer may elect to
12 suspend or reduce the development program of the Palm Coast
13 Park DRI to levels that will not adversely impact the road
14 network.

15 (f) Developer's proportionate share contribution to
16 mitigate offsite transportation impacts for Palm Coast Park
17 DRI, equal to 10,233 PM Peak Hour Trips, totals \$14,021,000,
18 as shown on **Exhibit "F"** hereto. Pursuant to Section
19 163.3180(12), Florida Statutes, the Developer shall mitigate
20 offsite transportation impacts for Palm Coast Park DRI by
21 paying to the City the amount of \$7,271,000 and paying the
22 cost of the IJR in the estimated amount of \$250,000 for a
23 total contribution of \$7,521,000 ("Traffic Mitigation Pipeline
24 Amount"), and in addition, Developer hereby waives its right
25 to impact fee credits for impact fees that are paid in

1 connection with development within the Palm Coast Park DRI
2 (the "Palm Coast Park Impact Fees"). Based upon current
3 impact fees, the Palm Coast Park Impact Fees are estimated at
4 \$6,750,034, and consequently the value of Developer's
5 proportionate-share contribution upon execution of this
6 agreement is estimated at \$14,271,034 (\$7,521,000 Traffic
7 Mitigation Pipeline Amount + \$6,750,034 estimated Palm Coast
8 Park Impact Fees = \$14,271,034). Impact fees are not limited
9 to any amount specified in this paragraph; the developer or
10 sub-developers will pay the impact fee amounts in effect at
11 the time each building permit is issued. Developer shall pay
12 the Traffic Mitigation Pipeline Amount, with the exception of
13 the cost of the IJR, to the City within 1 year following the
14 date the Palm Coast Park CDD is created, but not later than 18
15 months following the effective date of this Development Order
16 unless extended by the City and subject to such conditions as
17 the City may impose. Developer shall pay the cost of the IJR
18 in accordance with Subsection (d) above.

19 Consistent with the requirements of Section
20 163.3180(12), Florida Statutes, the City shall use the Traffic
21 Mitigation Pipeline Amount to complete the four (4) laning of
22 Matanzas Woods Parkway from US-1 to Belle Terre Parkway and
23 some portion or all of the regionally significant
24 transportation facilities that are shown on the following
25

1 schedule consistent with the City's budgetary practices and
 2 limitations:

3 **CITY TRAFFIC MITIGATION**

Improvements	Location	2004 Estimated Cost
Add Traffic Signal Control	Intersection of Belle Terre Parkway at Pine Lakes Parkway (N)	\$250,000
Add Traffic Signal Control	Intersection of Belle Terre Parkway at Belleaire Drive	\$250,000
Intersection Improvement	Fix Culvert Problem at Pine Lakes Parkway and Palm Coast Parkway	\$850,000
4-Lane Belle Terre Parkway	Belleaire Drive to Matanzas Woods Parkway	\$7,900,000
4-Lane Matanzas Woods Parkway	Belle Terre Parkway to I-95	\$1,400,000

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

18 (f) To demonstrate that the State Road System will
 19 not be degraded below adopted service levels as indicated in
 20 the traffic analysis for the Palm Coast Park DRI, each
 21 Monitoring Report shall include a report on the status of the
 22 Matanzas Woods Parkway/I-95 overpass (the "Overpass") and the
 23 status of the Interchange (the "Overpass/Interchange Status
 24 Report").
 25

1 Until the Overpass is constructed and accepted
2 by FDOT, the Overpass/Interchange Status Report shall include
3 the status of funding, permitting and construction of the
4 Overpass. Until the Interchange has been constructed and
5 accepted by FDOT, the Overpass/Interchange Status Report shall
6 include the status of the IJR, design, permitting and
7 construction of the Interchange. The Overpass/Interchange
8 Status Report shall be discontinued after the Overpass and
9 Interchange have both been constructed and accepted by FDOT.
10

11 In the event the Overpass and Interchange are
12 not constructed or funded for construction within 3 years of
13 the projected need, the Developer shall be required to
14 identify alternative traffic improvements (the "Alternative
15 Traffic Improvements") that will maintain the adopted service
16 levels on the roadways within the primary impact area of Palm
17 Coast Park DRI ("Adopted Service Levels"). In the event
18 Alternative Traffic Improvements are not funded for
19 construction within 3 years of the projected need, the
20 density/intensity of development within the Palm Coast Park
21 DRI shall be limited to the extent necessary to maintain the
22 Adopted Service Levels.
23

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

Road	From	To	Segments to Monitor by Report Year		
			Phase 1 2004-2009	Phase 2 2010-2014	Phase 3 2015 and beyond
US-1	CR 304	Belle Terre Parkway	No	No	Yes
US-1	Belle Terre Pkwy	Royal Palms Pkwy	No	Yes	Yes
US-1	<u>Royal Palms Parkway</u>	I-95	Yes	Yes	Yes
US-1	I-95	SR-206	No	No	Yes
I-95	Old Dixie Highway	SR-100	No	No	Yes
I-95	SR-100	Palm Coast Pkwy	No	Yes	Yes
I-95	Palm Coast Pkwy	US-1	No	Yes	Yes
I-95	US-1	SR-206	No	Yes	Yes
I-95	SR-206	SR-207	Yes	Yes	Yes
I-95	SR-207	SR-16	No	Yes	Yes
I-95	SR-16	International Golf Pkwy	No	No	Yes

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.

1 Project traffic shall include the impacts of all existing
 2 Project development, and all Project development likely to
 3 receive building permits during the next 2-year period. At a
 4 minimum, the traffic study methodology and the study results
 5 shall be supplied to the NEFRC and the FDOT (District 5 and
 6 District 2) for review, and shall be subject to written
 7 approval by the City and DCA. The evaluation of I-95 shall be
 8 based on the most recent Annual Average Daily Traffic volume,
 9 as identified by the FDOT, converted to a 2-way peak hour
 10 volume using a K^{100} factor, calculated from FDOT data for the
 11 closest continuous count station.

12 The traffic study shall include an assessment of
 13 2-way external PM peak hour trips (defined as total trips
 14 minus internal trips minus pass-by trips) for the existing
 15 Project and Project traffic for the next 2-year period. The
 16 phase of the Project will be defined by the number of Project
 17 external PM peak hour 2-way trips (which ever is reached
 18 first), as identified below:

Phase	Year	Cumulative Project External PM Peak Hour 2-Way Trips
1	2010	2,596
2	2015	5,083
3	2020	7,304

1 The Monitoring Report shall be used for the
2 following purposes:

3 • To determine the operational conditions of US-1
4 and I-95 given their current rural, free-flow characteristics
5 and changes anticipated over time to an urban, interrupted-
6 flow arterial and interstate.

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

10 Based upon accepted peak hour analysis procedures
11 standard to the traffic engineering profession, the Monitoring
12 Report shall identify the following on the relevant segments
13 of US-1 and I-95:

14 • Level of service adopted by the City and FDOT.
15 • Applicable area type associated with US-1 and
16 I-95 (e.g., rural, transitioning or urban) as from time to
17 time adopted by the appropriate authorities and used by the
18 City and FDOT to adopt and modify level of service
19 requirements.
20 • Service volume as adopted by the City and FDOT.
21 • Spacing of approved and proposed full median

22 openings/traffic signals and a statement of compliance with
23 the FDOT Access Management requirements.
24
25

1 • Spacing of approved and proposed directional
2 access locations (including directional left-turn median
3 openings and right-in/right-out access) and a statement of
4 compliance with the FDOT Access Management requirements.

5 • Identification of joint access driveways.

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

9
10 The Monitoring Report shall include daily traffic
11 counts on US-1 indicating hourly directional flows collected
12 at up to 4 locations between full median accesses located at
13 active entrances to the Palm Coast Park DRI. For purposes
14 hereof, an active entrance is any entrance on US-1 that
15 provides access to a development area within the Palm Coast
16 Park DRI that has received a certificate of occupancy. Daily
17 traffic counts shall be averaged from traffic counts conducted
18 over a consecutive 72-hour period beginning no earlier than
19 12:00 p.m. (noon) on a typical Monday and ending no later than
20 12:00 p.m. (noon) on a typical Friday. The traffic counts
21 shall be factored to peak-season values using FDOT's weekly
22 count factors maintained for Flagler County.

23
24 The Monitoring Report shall indicate the level of
25 service for the relevant segments of US-1 and I-95 according

1 to the procedures set forth in the current version of the
2 Highway Capacity Manual as may be implemented by software
3 approved by FDOT (e.g., the current version of the Highway
4 Capacity Software). The Monitoring Report shall identify the
5 existing peak-hour level of service and the projected peak-
6 hour level of service based upon the traffic impacts from the
7 planned development within the Palm Coast Park DRI over the
8 following 2 years. If roadway improvements are required to
9 maintain the adopted level of service on US-1 and I-95, the
10 improvements shall be identified and if they are not funded
11 for 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 US-1 Service Level.
15

16 The Developer may elect, at its discretion, to study
17 a longer horizon period to provide advance identification of
18 potential capacity deficiencies on US-1. Advance
19 identification of deficiencies may allow for the planning,
20 programming and funding of improvements in a timely manner
21 thereby avoiding the potential interruption of development
22 within the Palm Coast Park DRI.
23

24 A roadway segment shall be determined to be
25 significantly impacted by the proposed development if, at a
minimum, the traffic projected to be generated at the end of

1 any phase of the Project, cumulatively with previous phases,
2 will utilize 5% or more of the adopted peak hour level of
3 service maximum service volume of the roadway.

4 If and when the service level for a roadway listed in
5 the Monitoring Report, which the Project significantly
6 impacts, falls below the adopted level of service in the
7 City's Comprehensive Plan for US-1, prior to buildout of the
8 Project, no further building permits shall be issued until
9 mitigation measures and/or improvements which would achieve
10 the minimum acceptable levels of service are guaranteed and
11 scheduled, as follows:

12 • **SCHEDULE AND GUARANTEE OF IMPROVEMENTS** - If and
13 when required to allow additional building permits to be
14 issued, a schedule shall be provided by the Developer which
15 specifically provides for the mitigation of impacts from the
16 Project on each significantly impacted relevant segment of US-
17 1 and I-95 which will operate below the adopted level of
18 service standard at the end of buildout of each phase of the
19 Project, or alternatively, a subset stage of that phase. The
20 schedule shall ensure that each and every improvement to
21 relevant segments of US-1 and I-95 which is necessary to
22 achieve the adopted level of service standard for that stage
23 or phase of the Project shall be guaranteed to be under actual
24 construction. This guarantee shall be in the form of (i) a
25 clearly identified, executed and recorded local government

1 development agreement, consistent with Sections 163.3220
2 through 163.3243, Florida Statutes, that is attached as an
3 exhibit to a development order, and which ensures, at a
4 minimum, that all needed roadway improvements will be
5 available concurrent with the impacts of development,
6 consistent with Section 163.3180(2)(c), Florida Statutes;
7 (ii) The City's CIE adopted pursuant to Rule 9J-5.0055(3)(c),
8 *Florida Administrative Code*, concurrency management system in
9 its Comprehensive Plan; (iii) an FDOT commitment in the
10 current 5 years of the Adopted Work Program for Florida
11 Intrastate Highway System (FIHS) facilities in construction
12 within the first 3 years of the Adopted Work Program for all
13 other facilities to provide all needed roadway improvements;
14 (iv) a binding and enforceable commitment in a development
15 order by the Developer to provide all needed roadway
16 improvements concurrently with the development schedule
17 approved in the development order; or (v) any combination of
18 guarantees (i) thru (iv) above that ensures that all needed
19 roadway improvements will be provided concurrently with the
20 development schedule approved in the development order.

21 In addressing the construction of the needed roadway
22 improvements to the relevant segments of US-1 and I-95, the
23 schedule shall list all roadway improvements needed to be
24 constructed by phase or stage, the anticipated date of
25 completion for the construction of each needed improvement,

1 the party responsible for the construction of each
2 improvement, and the form of the commitment that relates to
3 the construction of each improvement.

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

13 A change to the approved development schedule for
14 the Project, as opposed to a change to the schedule of needed
15 improvements, will need to be addressed through the
16 notification of proposed change provisions of Section
17 380.06(19), *Florida Statutes*.

18 • **PROPORTIONATE SHARE PAYMENTS** - This option shall
19 only be available to the extent that the FDOT, for facilities
20 on the State Road System, agrees to accept proportionate share
21 payments as adequately mitigating the impacts of the Project
22 on the significantly impacted portions of US-1 and I-95. Such
23 an agreement shall be attached as an exhibit to a development
24 order and shall be in the form of either a clearly identified,
25 executed and recorded local government development agreement,

1 consistent with Sections 163.3220 through 163.3243, Florida
2 Statutes; an interlocal agreement; a FDOT joint participation
3 agreement; or a written acceptance by the affected local
4 government governing board or the FDOT (District 5 and
5 District 2), as appropriate.

6 For purposes hereof, "proportionate share
7 payment" means a contribution from a developer or owner of a
8 DRI to the local government or the governmental agency having
9 maintenance responsibility for those facilities, which makes
10 adequate financial provision for the public transportation
11 facilities needed to accommodate the impacts of the proposed
12 development. The proportionate share payment shall be deemed
13 to make adequate financial provision for such facilities if it
14 is equal to or greater than the sum of the costs of
15 improvements attributable to the proposed development derived
16 from the application of the following formula. The costs of
17 improvements attributable to the proposed development are
18 based upon the sum of the cost of improving each significantly
19 impacted state and regional roadway which will operate at
20 worse than the level of service standard in the local
21 government's approved comprehensive plan or the FDOT level of
22 service standards for roads on the Florida Intrastate Highway
23 System at each project stage or project phase and at project
24 buildout. The proportionate share of the cost of improvements
25

1 of each such roadway is calculated according to the following
2 formula:

$$3 \quad \frac{(\text{DRI trips})}{(\text{SV increase})} = \text{cost}$$

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

8 SV increase = the change in 2-way peak hour maximum
9 service volume of the roadway resulting from construction of
10 the improvement necessary to maintain the adopted level of
11 service. In determining the SV increase for US-1, the base
12 service volume shall be defined as the service volume for a
13 4-lane divided uninterrupted flow highway for urban areas as
14 described in the 2002 Quality/Level of Service Handbook,
15 published by the Florida Department of Transportation.

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

25

1 **9. Air Quality.**

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

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

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

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

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

16 **10. Hurricane Evacuation.**

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

22 (b) No residential units shall be developed within
23 the category 1, 2 or 3 storm surge inundation zone, based on
24 the final survey and referenced with the storm surge levels
25

1 indicated in the 1998 Northeast Florida Hurricane Storm Surge
2 Atlas Series.

3 (c) Prior to the construction of the bridge crossing
4 the Hulett Branch, an engineering study shall be completed
5 that includes analysis to ensure the final structure shall
6 remain stable and not be damaged by the surge flow during a
7 hurricane storm event.

8 **11. Affordable Housing.**

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

24 (b) Any addition to the development of the
25 non-residential portion of the Palm Coast Park DRI in excess

1 of 200,000 square feet of office space, 300,000 square feet of
2 retail space, 200,000 square feet of light industrial space
3 and 40,000 square feet of institutional space during Phase 1
4 shall require an assessment of new affordable housing impacts
5 associated with the employees of the additional non-
6 residential development.

7 **12. Police and Fire Protection.**

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

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

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

23 (ii) The Developer has contributed a
24 proportionate share of the cost of an aerial apparatus based
25 upon approved non-residential development square footage and

1 residential units in excess of 3 stories within the service
2 delivery area (fire station within 3 miles). An agreement for
3 provision of service reached between the Developer and the
4 City with regard to proportionate share contributions may
5 supercede this condition at the City's election.

6 **13. Recreation and Open Space.**

7 (a) The Developer shall deed to the City on a form
8 acceptable to the City, title to 74 acres of land to serve as
9 park sites. The acreage shall consist of 2 or more parcels,
10 each of which shall contain at least 50% of contiguous
11 uplands, 1 of which shall be located on the east side of US-1
12 approximately 1½ miles south of the Matanzas Woods/US-1
13 intersection adjacent to a site that the Developer shall offer
14 to donate to the School Board of Flagler County, Florida. The
15 conveyance of land shall not relieve the Developer of its
16 obligations to pay the City's Park Impact fees.

17 (b) In addition, the Developer shall provide
18 facilities within the Palm Coast Park DRI consistent with
19 guidelines provided in the State Comprehensive Outdoor
20 Recreation Plan, including the type and amount of activity-
21 based facilities to serve the population of the Palm Coast
22 Park DRI.

23 (c) The Developer shall construct a direct trail
24 connection between the existing school sites and the City park
25 site on Belle Terre Parkway to a park and/or school site with

1 frontage along the linear park that will parallel US-1.
2 Additionally, the Developer shall construct a multi-purpose
3 trail system connecting commercial areas with residential
4 areas and recreational amenities within the Project and to
5 adjacent sidewalks and trails as shown on Exhibit "G" hereto.
6 The Project's internal sidewalk system may be used as
7 connections between trail segments where appropriate. The
8 trail system shall be identified in future planned unit
9 development zoning and/or site plans submitted to the City and
10 shall be consistent with the City's trail plan as provided for
11 in the City's Comprehensive Plan.

12 The Developer may be entitled to park impact fee credits
13 from the City for Public Parks in the amount of the cost of
14 donated Park Facilities in accordance with the City's Park
15 System Impact Fee Ordinance.

16 **14. Education.**

17 Residential development within the Palm Coast Park
18 DRI shall cease if adequate school facilities are not in place
19 at a time that impacts occur to handle the school age children
20 generated by the Palm Coast Park DRI. The Developer shall
21 dedicate up to a 25 acre school site at a location acceptable
22 to the City and the Flagler County School District which site
23 shall, if desired by the City and the School District, be
24 located in or adjacent to a City Park site.

25

1 15. **Historical and Archaeological Sites.**

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

5 No development shall commence within $\frac{1}{4}$ mile of
6 archeological sites 8FL14, Hewitt's Mill and 8FL186, and the
7 Old Kings Road until the Archaeological Investigation Final
8 Report has been reviewed and accepted by the State Historic
9 Preservation Officer ("SHPO"). Any and all conditions set
10 forth or otherwise agreed to in the SHPO letter of acceptance
11 shall become a condition of this Development Order.

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

13 Development within the Palm Coast Park DRI shall be
14 permitted in accordance with the terms and conditions that are
15 setforth on **Exhibit "H"** hereto which are consistent with the
16 City's Comprehensive Land Use Plan.

17 In the event any other regionally significant
18 historical and archaeological resources are discovered in the
19 course of development, the Developer shall immediately notify
20 the Division of Historical Resources ("DHR"). No disruption
21 of the findings shall be permitted until the investigation is
22 complete and DHR has rendered a recommendation, which shall be
23 binding to the Developer.

24
25

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

3
4 ATTEST:

CITY OF PALM COAST

5 *Clare M. Hoeni*
6 _____
7 Clare Hoeni
8 City Clerk

9 *James V. Canfield*
10 _____
11 James V. Canfield, Mayor



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Unofficial Copy

DEVELOPER'S COVENANT AND AGREEMENT

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

WITNESS my hand and official seal this 30th day of November 2004.

WITNESSES:

FLORIDA LANDMARK COMMUNITIES, INC., a Florida corporation
William I. Livingston
Its President

Myra L. McAdams
Myra L. McAdams

Eileen L. Linchan
Eileen L. Linchan

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

Myra L. McAdams
Myra L. McAdams

Eileen L. Linchan
Eileen L. Linchan

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

Myra L. McAdams
Myra L. McAdams

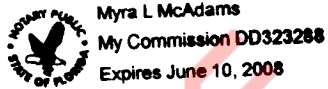
Eileen L. Linchan
Eileen L. Linchan

STATE OF FLORIDA)
COUNTY OF FLAGLER)

The foregoing instrument was acknowledged before me this 30th day of November, 2004, by William I. Livingston, the President, for and on behalf of the Florida Landmark

1 **Communities, Inc.;** the Manager, for and on behalf of **Palm**
2 **Coast Land, LLC** and **Palm Coast Forest, LLC,** both being Florida
3 limited liability company, who is personally known to me and
4 who did not take an oath.

5 WITNESS my hand and official seal this 30th day of November,
6 2004.



(Seal)

7
8 Myra L. McAdams
Signature

9
10 _____
Printed Name

11 ada\PCP DO
12 11/30/04

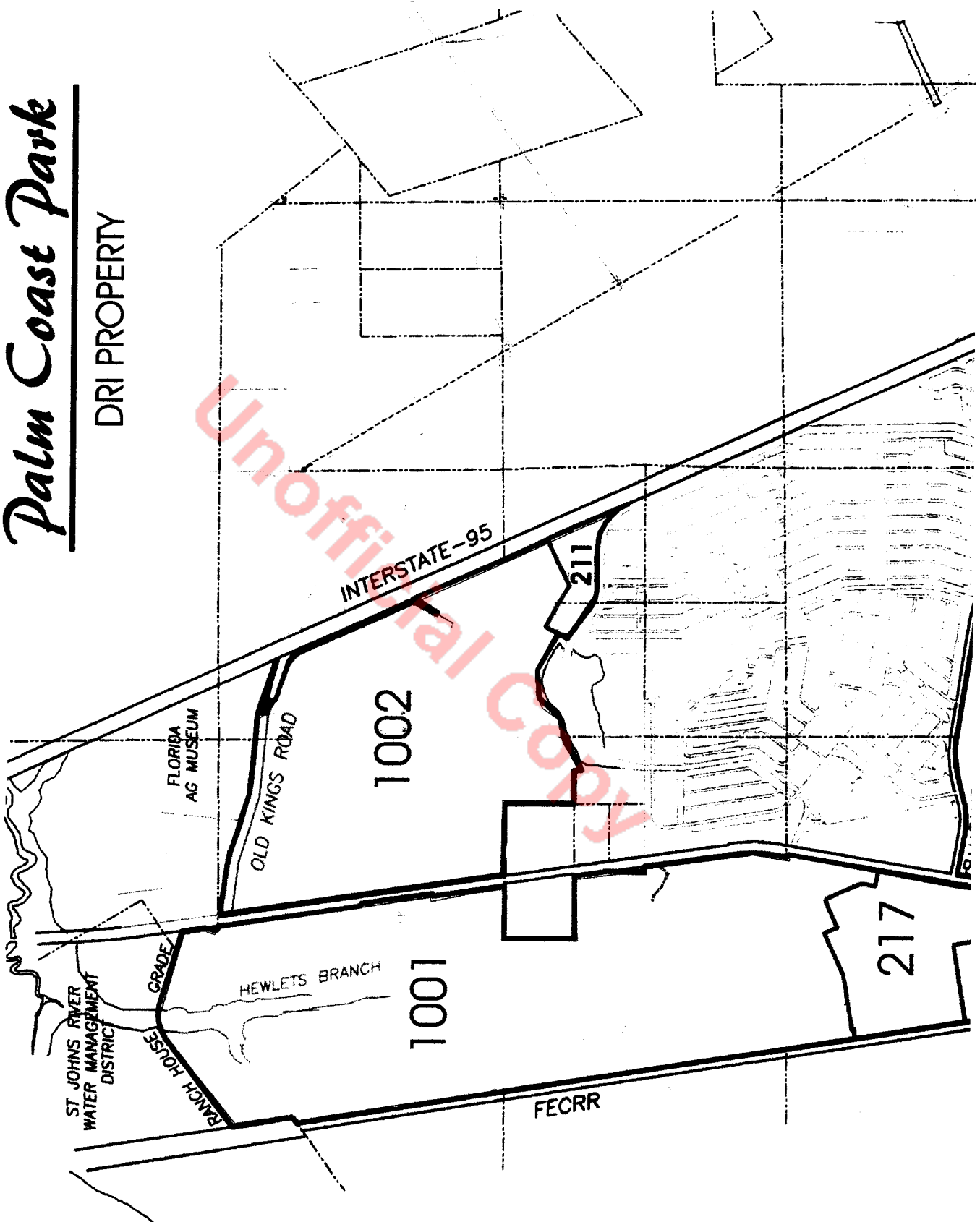
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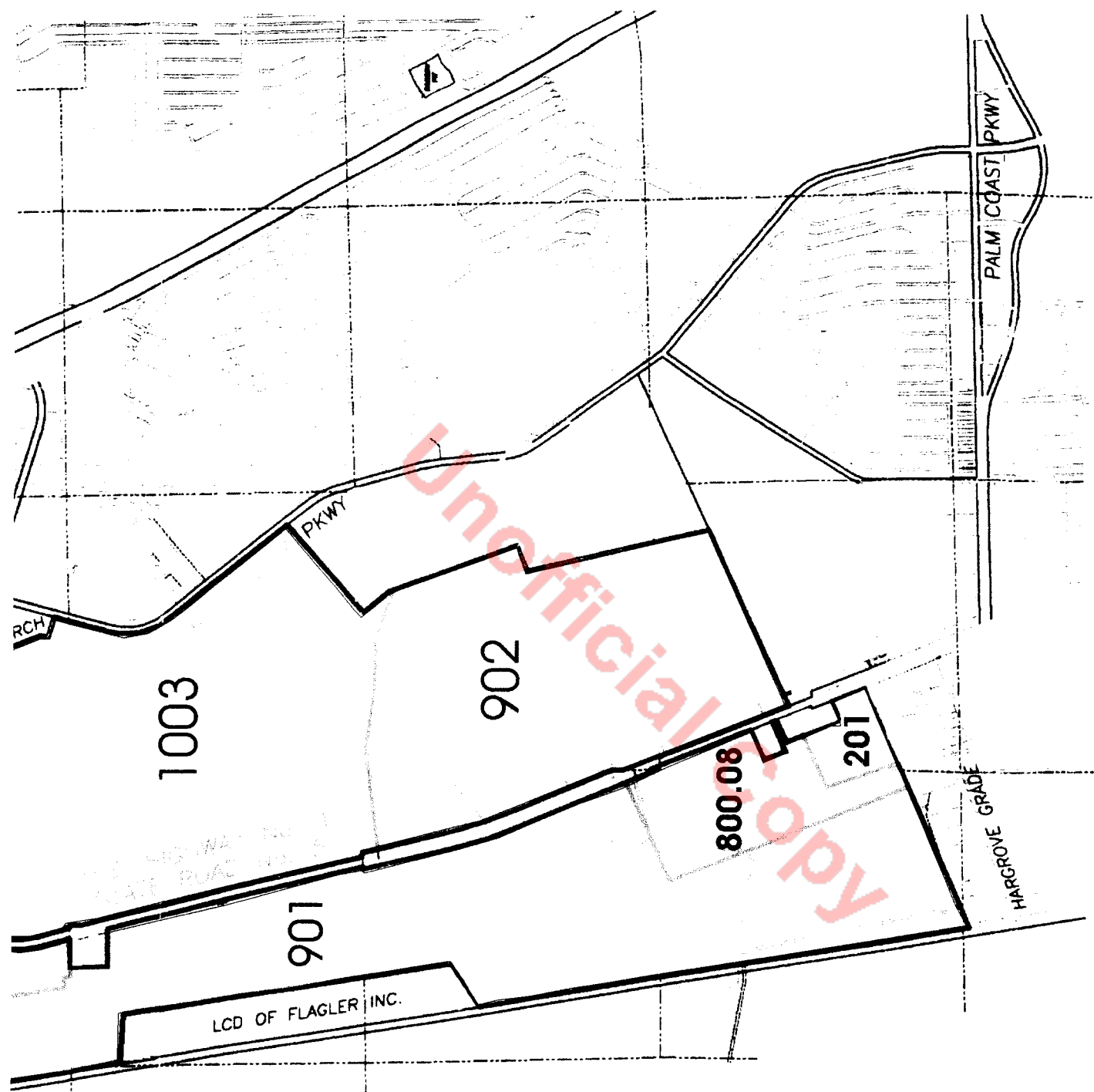
LIST OF EXHIBITS

- "A" - DRI Property
- "B" - Palm Coast Park Master Plan, Map H
- "C" - Conversion Table
- "D" - Tract Map
- "E" - SWPPP
- "F" - Proportionate Share Calculation
- "G" - Linear Park Multi-purpose Trail System
- "H" - Development within the DRI

Palm Coast Park

DRI PROPERTY





LEGEND

□ PROJECT AREA

EXHIBIT "A"

COMPOSITE EXHIBIT "A"

LEGAL DESCRIPTION PARCEL 201

A PARCEL OF LAND INCLUDING THAT LAND RECORDED AT PAGE 1706 OF OFFICIAL RECORDS BOOK 553, PAGES 1539 THROUGH 1840, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, LYING WEST OF U.S. HIGHWAY NO 1 WITHIN GOVERNMENT SECTIONS 9 AND 10, TOWNSHIP 11 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A POINT OF REFERENCE BEING SOUTHWEST CORNER OF SAID GOVERNMENT SECTION 10, THENCE NORTH $02^{\circ}39'55''$ EAST ALONG THE WEST LINE OF SECTION 10 A DISTANCE OF 1048.75 FEET, THENCE DEPARTING SAID WEST LINE OF SECTION 10 NORTH $67^{\circ}38'10''$ EAST A DISTANCE OF 129.55 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, THENCE NORTH $19^{\circ}01'15''$ WEST A DISTANCE OF 1352.35 FEET; THENCE NORTH $57^{\circ}12'21''$ EAST A DISTANCE OF 1050.00 FEET TO A POINT ON THE WESTERLY BOUNDARY OF THE FLAGLER COUNTY MAINTENANCE YARD LANDS RECORDED IN OFFICIAL RECORDS BOOK 352, PAGES 134 THROUGH 136, THENCE SOUTH $22^{\circ}47'15''$ EAST ALONG SAID MAINTENANCE YARD BOUNDARY A DISTANCE OF 708.34 FEET; THENCE NORTH $67^{\circ}12'45''$ EAST ALONG THE SOUTH BOUNDARY LINE OF SAID MAINTENANCE YARD LANDS A DISTANCE OF 400.00 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1; THENCE SOUTH $22^{\circ}47'15''$ EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 674.16 FEET TO A POINT ON THE NORTHERLY BOUNDARY LINE OF LOT 4, PALM COAST INDUSTRIAL PARK, MAP BOOK 26, PAGES 62 AND 63, THENCE DEPARTING U.S. HIGHWAY NO. 1 SOUTH $70^{\circ}12'45''$ WEST ALONG THE NORTHERLY LINE OF LOT 4 A DISTANCE OF 480.00 FEET TO THE NORTHWEST CORNER OF LOT 4, THENCE DEPARTING PALM COAST INDUSTRIAL PARK SOUTH $67^{\circ}38'10''$ WEST A DISTANCE OF 1059.53 FEET TO THE POINT OF BEGINNING. PARCEL CONTAINING 40.1127 ACRES MORE OR LESS.

COMPOSITE EXHIBIT "A", continued

LEGAL DESCRIPTION PARCEL 211

A PARCEL OF LAND LYING IN GOVERNMENT SECTION 22, TOWNSHIP 10 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE NORTHEAST CORNER OF SECTION 22, TOWNSHIP 10 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA, THENCE RUN S88°53'06"W ALONG THE NORTH LINE OF SAID SECTION 22 A DISTANCE OF 1759.19 FEET TO THE WESTERLY RIGHT OF LINE OF INTERSTATE 95; THENCE S25°15'01"E ALONG SAID WESTERLY RIGHT OF WAY LINE 894.55 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WESTERLY RIGHT OF WAY LINE S25°15'GL"E 1663.74 FEET TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 975.00 FEET AND A CENTRAL ANGLE OF 64°01'49"; THENCE FROM A CHORD BEARING OF N57°15'57"W RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE 1089.60 FEET TO THE POINT OF TANGENCY; THENCE N89°16'51"W 869.88 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS 525.00 FEET AND A CENTRAL ANGLE OF 34°53'44"; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE 319.75 FEET TO THE POINT OF TANGENCY; THENCE N54°23'07"W 585.58 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 975.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE 178.16 FEET THROUGH A CENTRAL ANGLE OF 10°28'11" TO A POINT ON THE WESTERLY LINE OF PARCEL "E", LAKEVIEW - SECTION 37, AS RECORDED IN MAP BOOK 13, PAGE 28, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE N26°32'17"E, ALONG SAID WESTERLY LINE AND AN EXTENSION THEREOF 288.73 FEET; THENCE S60°29'04"E 350.00 FEET; THENCE N29°30'56"E 207.20 FEET; THENCE S60°29'04"E 582.59 FEET; THENCE N64°44'58"E 1010.18 FEET TO THE POINT OF BEGINNING:

TOGETHER WITH A PARCEL OF LAND LYING WITHIN GOVERNMENT SECTION 22, TOWNSHIP 10 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA, CONVEYED BY QUIT CLAIM DEED FROM SUNSPORT RECREATION, INC., ET AL, AS GRANTORS, TO FLORIDA LANDMARK COMMUNITIES, INC., AS GRANTEE, IN OFFICIAL RECORDS BOOK 846, PAGE 1584, DESCRIBED AS FOLLOWS:

A POINT OF REFERENCE BEING THE NORTHEAST CORNER OF SAID GOVERNMENT SECTION 22, THENCE SOUTH 88°58'06" WEST ALONG THE NORTH LINE OF SAID GOVERNMENT SECTION 22, A DISTANCE OF 1759.20 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF INTERESTATE-95 (300'RW), THENCE DEPARTING SAID NORTH LINE OF SECTION 22 SOUTH 25°15'02" EAST ALONG THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE-95 A DISTANCE OF 894.55 FEET, THENCE DEPARTING INTERSTATE-95 SOUTH 64°44'58" WEST ALONG THE NORTH LINE OF PARCEL 211 RECORDED IN OFFICIAL RECORDS

COMPOSITE EXHIBIT "A", continued

LEGAL DESCRIPTION PARCEL 211, continued

BOOK 553, PAGES 1539 THROUGH 1840 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, A DISTANCE OF 1010.18 FEET, THENCE NORTH 60°29'04" WEST A DISTANCE OF 582.59 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, THENCE SOUTH 29°30'56" WEST ALONG SAID BOUNDARY OF PARCEL 211 A DISTANCE OF 207.20 FEET, THENCE NORTH 60°29'04" WEST A DISTANCE OF 350.00 FEET TO A POINT ON THE BOUNDARY LINE OF LANDS RECORDED IN OFFICIAL RECORDS BOOK 507, PAGES 1620 THROUGH 1626 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, THENCE DEPARTING SAID BOUNDARY LINE OF PARCEL 211 NORTH 29°30'56" EAST ALONG SAID BOUNDARY LINE OF LANDS RECORDED IN OFFICIAL RECORDS BOOK 507, PAGES 1620 THROUGH 1626, A DISTANCE OF 207.20 FEET, THENCE SOUTH 60°29'04" EAST A DISTANCE OF 350.00 FEET TO THE POINT OF BEGINNING. CONTAINING 1.6649 ACRES MORE OR LESS.

LESS AND EXCEPT THE FOLLOWING DESCRIBED AREA, CONVEYED BY WARRANTY DEED FROM FLORIDA LANDMARK COMMUNITIES, INC., AS GRANTOR, TO STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, AS GRANTEE, DESCRIBED AS FOLLOWS:

COMMENCE AT A RECOVERED 6"X6" CONCRETE MONUMENT MARKING THE NORTHEAST CORNER OF THE NORTHEAST 1/4, SECTION 22, TOWNSHIP 10 SOUTH, RANGE 30 EAST; THENCE RUN S88°58'16"W, ALONG THE NORTH LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 1759.44 FEET TO THE SOUTHWESTERLY EXISTING LIMITED ACCESS RIGHT OF WAY LINE OF STATE ROAD 9 (INTERSTATE 95) AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 73001, F.P. NO. 242341-1; THENCE DEPARTING SAID NORTH LINE, RUN S25°15'15"E ALONG SAID SOUTHWESTERLY EXISTING LIMITED ACCESS RIGHT OF WAY LINE, A DISTANCE OF 1450.68 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE S25°15'15"E ALONG SAID SOUTHWESTERLY EXISTING LIMITED ACCESS RIGHT OF WAY LINE, A DISTANCE OF 1107.55 FEET; THENCE DEPARTING SAID SOUTHWESTERLY EXISTING LIMITED ACCESS RIGHT OF WAY RUN S64°44'58"W, A DISTANCE OF 10.00 FEET TO A POINT ON THE NORTHEASTERLY LINE OF THE JEFFERSON DAVIS WATERWAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 549, PAGE 966, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, SAID POINT BEING ON A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 975.00 FEET AND A CENTRAL ANGLE OF 43°00'34"; THENCE FROM A CHORD BEARING OF N46°45'19"W, RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 731.89 FEET; THENCE DEPARTING SAID CURVE AND SAID NORTHEASTERLY LINE, RUN N25°15'15"W, PARALLEL WITH SOUTHWESTERLY EXISTING LIMITED ACCESS RIGHT OF WAY LINE A DISTANCE OF 442.47 FEET; THENCE RUN NORTH 64°44'45"E, A DISTANCE OF 272.00 FEET TO THE POINT OF BEGINNING. EXCEPTION CONTAINING 4.168 ACRES, MORE OR LESS.

COMPOSITE EXHIBIT "A", continued**LEGAL DESCRIPTION PARCEL 217**

FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTH 1/4 CORNER OF SECTION 28, TOWNSHIP 10 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA. THENCE RUN S89°01'24"W ALONG THE SOUTH LINE OF SAID SECTION 28 A DISTANCE OF 235.41 FEET FOR A POINT OF BEGINNING ON THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NUMBER 1; THENCE CONTINUE S89°01'24"W ALONG SAID SOUTH LINE 550.83 FEET; THENCE N86°54'42"W 166.65 FEET TO A POINT ON A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 545.00 FEET AND A CENTRAL ANGLE OF 12°15'15"; THENCE FROM A CHORD BEARING OF N03°02'19"W RUN NORTHERLY ALONG THE ARC OF SAID CURVE 116.56 FEET TO A POINT; THENCE S80°50'04"W 200.00 FEET TO A POINT ON A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1000.00 FEET AND A CENTRAL ANGLE OF 11°49'46"; THENCE FROM A CHORD BEARING OF N03°15'03"W RUN NORTHERLY ALONG THE ARC OF SAID CURVE 206.46 FEET TO THE POINT OF TANGENCY; THENCE N09°09'56"W 1825.00 FEET; THENCE S80°50'04"W 1535.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILROAD; THENCE N09°09'56"W ALONG SAID EASTERLY RIGHT OF WAY LINE 1821.28 FEET; THENCE N80°50'46"E 180.00 FEET; THENCE N09°09'13"W 35.17 FEET; THENCE N80°50'46"E 1070.48 FEET; THENCE N65°50'47"E 898.31 FEET; THENCE S24°09'14"E 267.00 FEET; THENCE N65°50'47"E 560.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 90°00'00"; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE 78.54 FEET TO THE POINT OF TANGENCY; THENCE S24°09'13"E 667.23 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 150.00 FEET AND A CENTRAL ANGLE OF 34°08'45"; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE 89.39 FEET TO THE POINT OF TANGENCY; THENCE S09°59'31"W 217.87 FEET; THENCE S80°00'29"E 325.00 FEET TO THE AFOREMENTIONED WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NUMBER 1; THENCE CONTINUE SOUTHERLY ALONG SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING THREE COURSES: S09°59'31"W 2217.47 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1960.08 FEET AND A CENTRAL ANGLE OF 24°05'00"; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE 823.89 FEET TO THE POINT OF TANGENCY; THENCE S14°05'30"E 513.00 FEET TO THE POINT OF BEGINNING. CONTAINING THEREIN 194.759 ACRES, MORE OR LESS.

COMPOSITE EXHIBIT "A", continued

LEGAL DESCRIPTION PARCEL 800.08

A PARCEL OF LAND LYING WEST OF U.S. HIGHWAY NO. 1 IN GOVERNMENT SECTIONS 3, 4, 9, AND 10, TOWNSHIP 11 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A POINT OF REFERENCE BEING THE NORTHEAST CORNER OF GOVERNMENT SECTION 9, TOWNSHIP 11 SOUTH, RANGE 30 EAST, THENCE NORTH $88^{\circ}44'12''$ EAST A DISTANCE OF 63.80 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1, THENCE SOUTH $22^{\circ}47'15''$ EAST ALONG SAID RIGHT-OF-WAY A DISTANCE OF 1706.64 FEET, THENCE DEPARTING SAID RIGHT-OF-WAY SOUTH $67^{\circ}12'45''$ WEST A DISTANCE OF 600.00 FEET, THENCE SOUTH $22^{\circ}47'15''$ EAST A DISTANCE OF 385.00 FEET, THENCE NORTH $67^{\circ}12'45''$ EAST A DISTANCE OF 600.00 FEET, THENCE SOUTH $22^{\circ}47'15''$ EAST ALONG THE WEST RIGHT-OF-WAY OF U.S. HIGHWAY NO. 1 A DISTANCE OF 100.00 FEET, THENCE DEPARTING SAID RIGHT-OF-WAY SOUTH $67^{\circ}12'45''$ WEST ALONG THE NORTHERLY LINE OF LANDS RECORDED IN OFFICIAL RECORDS BOOK 352, PAGES 134 THROUGH 136, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, A DISTANCE OF 450.00 FEET, THENCE SOUTH $22^{\circ}47'15''$ EAST A DISTANCE OF 298.90 FEET, THENCE SOUTH $67^{\circ}12'21''$ WEST A DISTANCE OF 1050.00 FEET, THENCE SOUTH $19^{\circ}01'15''$ EAST A DISTANCE OF 1352.35 FEET, THENCE SOUTH $67^{\circ}38'10''$ WEST A DISTANCE OF 461.22 FEET, THENCE NORTH $22^{\circ}47'18''$ WEST A DISTANCE OF 4506.98 FEET, THENCE NORTH $67^{\circ}12'42''$ EAST A DISTANCE OF 2000.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1, THENCE SOUTH $22^{\circ}47'18''$ EAST ALONG SAID RIGHT-OF-WAY A DISTANCE OF 623.41 FEET TO A POINT ON THE EAST LINE OF GOVERNMENT SECTION 4, THENCE NORTH $01^{\circ}19'10''$ WEST ALONG SAID EAST LINE OF SECTION 4 A DISTANCE OF 136.90 FEET, THENCE DEPARTING THE EAST LINE OF SECTION 4 SOUTH $22^{\circ}47'18''$ EAST ALONG THE WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1 A DISTANCE OF 174.33 FEET TO THE POINT OF BEGINNING. (CONTAINING 155.3747 ACRES MORE OR LESS).

TOGETHER WITH A PORTION OF LAND DEEDED BY RAYONIER, INC. AS GRANTOR TO PALM COAST HOLDINGS, INC. AS GRANTEE, RECORDED IN OFFICIAL RECORDS BOOK 602, PAGE 1833 THROUGH 1835 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LYING WEST OF U.S. HIGHWAY NO. 1, WITHIN GOVERNMENT SECTION 3, TOWNSHIP 11 SOUTH, RANGE 30 EAST, A POINT OF BEGINNING BEING THE SOUTHWEST CORNER OF GOVERNMENT SECTION 3, TOWNSHIP 11 SOUTH, RANGE 30 EAST, THENCE NORTH $01^{\circ}19'10''$ WEST ALONG THE WEST LINE OF SECTION 3 A DISTANCE OF 162.17 FEET, THENCE SOUTH $22^{\circ}47'18''$ EAST A DISTANCE OF 174.33 FEET TO A POINT ON THE SOUTH LINE OF SECTION 3, THENCE SOUTH $88^{\circ}44'12''$ WEST ALONG THE SOUTH LINE OF

COMPOSITE EXHIBIT "A", continued

LEGAL DESCRIPTION PARCEL 800.08, continued

SECTION 3 A DISTANCE OF 63.80 FEET TO THE POINT OF BEGINNING.
(CONTAINING 0.1188 ACRES MORE OR LESS).

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COMPOSITE EXHIBIT "A", continued

LEGAL DESCRIPTION PARCEL 901

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) BEING A PORTION OF THAT LAND RECORDED IN OFFICIAL RECORDS BOOK (ORB) 507, PAGES 1592 THROUGH 1617 AND ORB 552, PAGE 1341 AND LYING WITHIN GOVERNMENT SECTIONS 28, 29, 32 AND 33, TOWNSHIP 10 SOUTH, RANGE 30 EAST, AND GOVERNMENT SECTIONS 4, 9 AND 16, TOWNSHIP 11 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND WITHIN SECTION 28, TOWNSHIP 10 SOUTH, RANGE 30 EAST, LYING WEST OF U.S. HIGHWAY NO. 1, BEGINNING AT THE SOUTHWEST CORNER OF SECTION 28, TOWNSHIP 10 SOUTH, RANGE 30 EAST, THENCE NORTH $00^{\circ}42'44''$ WEST ALONG THE WEST LINE OF SECTION 28 A DISTANCE OF 1944.87 FEET, THENCE DEPARTING SAID WEST LINE NORTH $80^{\circ}50'04''$ EAST A DISTANCE OF 1173.01 FEET, THENCE SOUTH $09^{\circ}09'56''$ EAST A DISTANCE OF 1825.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1000.00 FEET AND A CENTRAL ANGLE OF $11^{\circ}49'46''$, THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 206.46 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH $03^{\circ}15'03''$ EAST, A DISTANCE OF 206.01 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT LINE, THENCE NORTH $80^{\circ}50'04''$ EAST A DISTANCE OF 200.00 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 545.00 FEET AND A CENTRAL ANGLE OF $12^{\circ}15'15''$, THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, FROM WHICH THE LOCAL TANGENT AT THE BEGINNING POINT BEARS SOUTH $09^{\circ}09'56''$ EAST, A DISTANCE OF 116.56 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH $03^{\circ}02'19''$ EAST, A DISTANCE OF 116.34 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT LINE, THENCE SOUTH $86^{\circ}54'42''$ EAST A DISTANCE OF 166.65 FEET TO A POINT ON THE SOUTH LINE OF SECTION 28, THENCE SOUTH $89^{\circ}01'23''$ WEST ALONG THE SOUTH LINE OF SECTION 28 A DISTANCE OF 1806.53 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE FOLLOWING PORTION OF SECTION 29 LYING EAST OF THE FLORIDA EAST COAST RAILWAY COMPANY'S RAILROAD RIGHT-OF-WAY, BEGINNING AT THE SOUTHEAST CORNER OF SECTION 29, TOWNSHIP 10 SOUTH, RANGE 30 EAST, THENCE SOUTH $89^{\circ}48'20''$ WEST ALONG THE SOUTH LINE OF SECTION 29 A DISTANCE OF 77.03 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID RAILROAD, THENCE DEPARTING SAID SOUTH LINE OF SECTION 29 NORTH $09^{\circ}09'56''$ WEST ALONG THE EAST LINE OF THE FLORIDA EAST COAST RAILWAY RIGHT-OF-WAY A DISTANCE OF 1911.73 FEET,

COMPOSITE EXHIBIT "A", continued

LEGAL DESCRIPTION PARCEL 901, continued

THENCE DEPARTING SAID RIGHT-OF-WAY NORTH 80°50'04" EAST A DISTANCE OF 361.99 FEET TO A POINT ON THE EASTERLY LINE OF SECTION 29, THENCE SOUTH 00°42'44" EAST ALONG THE EAST LINE OF SECTION 29 A DISTANCE OF 1944.87 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF SECTION 32, TOWNSHIP 10 SOUTH, RANGE 30 EAST, LYING EAST OF THE RIGHT-OF-WAY OF THE FLORIDA EAST COAST RAILWAY COMPANY'S RAILROAD;

TOGETHER WITH THAT PORTION OF SECTION 33, TOWNSHIP 10 SOUTH, RANGE 30 EAST; LYING EAST OF THE FLORIDA EAST COAST RAILWAY RIGHT-OF-WAY AND WEST OF U.S. HIGHWAY NO. 1;

LESS AND EXCEPT THE NE $\frac{1}{4}$ OF NE $\frac{1}{4}$ OF NW $\frac{1}{4}$ OF SECTION 33;

ALSO LESS AND EXCEPT THE FOLLOWING PORTION OF SECTION 33, A POINT OF REFERENCE BEING THE NORTHWEST CORNER OF SECTION 33, TOWNSHIP 10 SOUTH, RANGE 30 EAST, THENCE SOUTH 00°40'43" EAST ALONG THE WEST LINE OF SECTION 33 A DISTANCE OF 515.56 FEET, THENCE DEPARTING SAID WEST LINE SOUTH 09°09'56" EAST ALONG THE EAST RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILWAY (150' R/W) A DISTANCE OF 947.65 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, THENCE SOUTH 86°20'16" EAST A DISTANCE OF 884.48 FEET, THENCE SOUTH 09°09'56" EAST A DISTANCE OF 3673.91 FEET TO A POINT ON THE SOUTH LINE OF SECTION 33, THENCE SOUTH 89°02'28" WEST ALONG SAID SOUTH LINE OF SECTION 33 A DISTANCE OF 871.33 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF RAILROAD, THENCE NORTH 09°09'56" WEST A DISTANCE OF 3745.90 FEET TO THE POINT OF BEGINNING, EXCEPTION CONTAINING 73,4488 ACRES OF LAND MORE OR LESS;

ALSO LESS AND EXCEPT THE FOLLOWING PORTION OF SECTION 33, TOWNSHIP 10 SOUTH, RANGE 30 EAST, A POINT OF REFERENCE BEING THE NORTHWEST CORNER OF SAID GOVERNMENT SECTION 33, THENCE SOUTH 00°40'43" EAST ALONG THE WEST LINE OF SECTION 33 A DISTANCE OF 515.56 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY COMPANY'S RAILROAD, THENCE DEPARTING SAID WEST LINE OF SECTION 33, RUN SOUTH 09°09'56" EAST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID RAILROAD A DISTANCE OF 509.76 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE DEPARTING SAID RAILROAD RIGHT-OF-WAY RUN NORTH 80°50'04" EAST A DISTANCE OF 375.00 FEET, THENCE SOUTH 09°09'56" EAST A DISTANCE OF 472.00 FEET TO A POINT ON A LINE LYING 10 FEET NORTH OF AND PARALLEL TO THE NORTHERLY LINE

COMPOSITE EXHIBIT "A", continued**LEGAL DESCRIPTION PARCEL 901, continued**

OF PEAVY GRADE ACCORDING TO EASEMENT OF PEAVY GRADE RECORDED AT OFFICIAL RECORDS BOOK 586, PAGE 1501 THROUGH 1512 AND OFFICIAL RECORDS BOOK 592, PAGE 382 THROUGH 395, THENCE NORTH $86^{\circ}20'16''$ WEST ALONG SAID LINE BEING 10 FOOT NORTH OF AND PARALLEL TO SAID NORTHERLY LINE OF PEAVY GRADE A DISTANCE OF 384.60 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SAID RAILROAD, THENCE DEPARTING SAID LINE AT PEAVY GRADE NORTH $09^{\circ}09'56''$ WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF RAILROAD A DISTANCE OF 386.61 FEET TO THE POINT OF BEGINNING., EXCEPTION CONTAINING 3.6958 ACRES MORE OR LESS.

TOGETHER WITH THE FOLLOWING PORTION OF SECTION 4, TOWNSHIP 11 SOUTH, RANGE 30 EAST, LYING EAST OF THE FLORIDA EAST COAST RAILWAY COMPANY'S RAILROAD RIGHT-OF-WAY AND WEST OF THE RIGHT-OF-WAY OF U.S. HIGHWAY NO. 1, A POINT OF REFERENCE BEING THE NORTHWEST CORNER OF SECTION 4, TOWNSHIP 11 SOUTH, RANGE 30 EAST, THENCE NORTH $89^{\circ}02'28''$ EAST ALONG THE NORTH LINE OF SECTION 4 A DISTANCE OF 1564.04 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, THENCE CONTINUE NORTH $89^{\circ}02'28''$ EAST ALONG THE NORTH LINE OF SECTION 4 A DISTANCE OF 1083.47 FEET TO THE NORTH QUARTER (1/4) CORNER OF SECTION 4, THENCE NORTH $89^{\circ}24'09''$ EAST ALONG THE NORTH LINE OF SECTION 4 A DISTANCE OF 889.37 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1, THENCE SOUTH $14^{\circ}05'29''$ EAST ALONG THE WEST RIGHT-OF-WAY 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 $08^{\circ}41'49''$, THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 884.87 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH $18^{\circ}26'24''$ EAST, A DISTANCE OF 884.02 FEET TO A POINT OF TANGENCY, THENCE SOUTH $22^{\circ}47'18''$ EAST A DISTANCE OF 2192.67 FEET TO A POINT ON THE NORTH LINE OF PARCEL 800-08, OFFICIAL RECORDS BOOK 553, PAGES 1539 THROUGH 1840, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, THENCE DEPARTING U.S. HIGHWAY NO. 1 SOUTH $67^{\circ}12'42''$ WEST ALONG SAID NORTH LINE OF PARCEL 800-08 A DISTANCE OF 1558.51 FEET TO A POINT ON THE SOUTH LINE OF SECTION 4, THENCE DEPARTING SAID PARCEL 800-08 SOUTH $89^{\circ}52'32''$ WEST ALONG THE SOUTH LINE OF SECTION 4 A DISTANCE OF 998.75 FEET TO THE SOUTH QUARTER (1/4) CORNER OF SECTION 4, THENCE SOUTH $89^{\circ}51'30''$ WEST ALONG THE SOUTH LINE OF SECTION 4 A DISTANCE OF 1145.78 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF RAILROAD, THENCE NORTH $09^{\circ}09'56''$ WEST ALONG THE EAST RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILWAY A DISTANCE OF 3249.03 FEET TO THE SOUTHWEST CORNER OF PARCEL 800-07, OFFICIAL RECORDS BOOK 553, PAGES 1539 THROUGH 1840, PUBLIC RECORDS OF FLAGLER COUNTY, **LEGAL**

COMPOSITE EXHIBIT "A", continued

LEGAL DESCRIPTION PARCEL 901, continued

FLORIDA, THENCE DEPARTING SAID RAILWAY NORTH 57°08'17" EAST ALONG THE SOUTH LINE OF PARCEL 800-07 A DISTANCE OF 941.81 FEET, THENCE NORTH 09°09'56" WEST ALONG THE EAST LINE OF PARCEL 800-07 A DISTANCE OF 1544.01 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE FOLLOWING PORTION OF SECTION 9, TOWNSHIP 11 SOUTH, RANGE 30 EAST, LYING EAST OF THE FLORIDA EAST COAST RAILROAD RIGHT-OF-WAY AND WEST OF THE RIGHT-OF-WAY OF U.S. HIGHWAY NO. 1, A POINT OF REFERENCE BEING THE SOUTHWEST CORNER OF SECTION 9, TOWNSHIP 11 SOUTH, RANGE 30 EAST, THENCE NORTH 89°07'56" EAST ALONG THE SOUTH LINE OF SECTION 9 A DISTANCE OF 2374.90 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILWAY (150'R/W) AND THE POINT OF BEGINNING OF THIS DESCRIPTION, THENCE DEPARTING THE SOUTH LINE OF SECTION 9; NORTH 09°09'56" WEST ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 5354.70 FEET TO A POINT ON THE NORTH LINE OF SECTION 9, THENCE DEPARTING SAID RAILWAY NORTH 89°51'30" EAST ALONG THE NORTH LINE OF THE NW ¹/₄ OF SECTION 9 A DISTANCE OF 1145.78 FEET TO THE NORTH QUARTER (1/4) CORNER OF SECTION 9, THENCE NORTH 89°52'32" EAST ALONG THE NORTH LINE OF SECTION 9 A DISTANCE OF 998.75 FEET TO A POINT ON THE NORTH LINE OF PARCEL 800-08, OFFICIAL RECORDS BOOK 553, PAGES 1539 THROUGH 1840, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, THENCE SOUTH 67°12'42" WEST ALONG THE NORTH LINE OF PARCEL 800-08 A DISTANCE OF 441.49 FEET, THENCE SOUTH 22°47'18" EAST ALONG THE WEST LINE OF PARCEL 800-08 A DISTANCE OF 4506.98 FEET, THENCE SOUTH 67°38'10" WEST A DISTANCE OF 2524.88 FEET TO A POINT ON THE SOUTH LINE OF SECTION 9, THENCE SOUTH 89°07'56" WEST ALONG THE SOUTH LINE OF SECTION 9 A DISTANCE OF 295.30 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 IN OFFICIAL RECORDS BOOK 566, PAGE 872, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA;

ALSO LESS AND EXCEPT WELL SITE SW-62, A 60'x60' PARCEL OF LAND WITHIN SECTION 9, TOWNSHIP 11 SOUTH, RANGE 30 EAST, RECORDED IN OFFICIAL RECORDS BOOK 566, PAGE 857, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA;

TOGETHER WITH THE FOLLOWING PORTION OF SECTION 16, TOWNSHIP 11 SOUTH, RANGE 30 EAST, LYING EAST OF THE FLORIDA EAST COAST RAILWAY COMPANY'S RAILROAD RIGHT-OF-WAY:

COMPOSITE EXHIBIT "A", continued

LEGAL DESCRIPTION PARCEL 901, continued

A POINT OF REFERENCE BEING THE NORTHWEST CORNER OF SECTION 16, TOWNSHIP 11 SOUTH, RANGE 30 EAST, THENCE NORTH 89°07'56" EAST ALONG THE NORTH LINE OF SECTION 16 A DISTANCE OF 2374.90 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILWAY (150'R/W) AND THE POINT OF BEGINNING OF THIS DESCRIPTION, THENCE CONTINUE NORTH 89°07'56" EAST ALONG THE NORTH LINE OF SECTION 16 A DISTANCE OF 295.30 FEET TO A POINT ON THE NORTH LINE OF PARCEL 101, RECORDED IN OFFICIAL RECORDS BOOK 553, PAGES 1539 THROUGH 1840, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, THENCE SOUTH 67°38'10" WEST A DISTANCE OF 300.13 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILWAY, THENCE NORTH 09°09'56" WEST ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 111.14 FEET TO THE POINT OF BEGINNING, PARCEL CONTAINING 0.3728 ACRES OF LAND MORE OR LESS.

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COMPOSITE EXHIBIT "A", continued

LEGAL DESCRIPTION PARCEL 902

THAT PORTION OF GOVERNMENT SECTION 3, TOWNSHIP 11 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA, LYING EAST OF U.S. HIGHWAY NO. 1 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A POINT OF REFERENCE BEING THE NORTHWEST CORNER OF GOVERNMENT SECTION 3, TOWNSHIP 11 SOUTH, RANGE 30 EAST, SOUTH 01°19'10" EAST ALONG THE WEST LINE OF SECTION 3 A DISTANCE OF 128.57 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST LINE OF SECTION 3 RUN NORTH 83°28' 00" EAST ALONG THE APPROXIMATE LOCATION OF A DIRT ROAD A DISTANCE OF 506.42 FEET, THENCE SOUTH 82°42'27" WEST A DISTANCE OF 1150.71 FEET, THENCE SOUTH 87°43'37" EAST A DISTANCE OF 949.77 FEET, THENCE SOUTH 70°53'54" EAST A DISTANCE OF 935.38 FEET, THENCE DEPARTING SAID APPROXIMATE DIRT ROAD SOUTH 20°16'51" EAST ALONG THE WESTERLY LINE OF THE SCHOOL BOARD PARCEL RECORDED IN ORB 519, PAGES 903 AND 904 A DISTANCE OF 2337.19 FEET, THENCE DEPARTING SAID SCHOOL PARCEL SOUTH 69°43'09" WEST ALONG THE BOUNDARY LINE OF LAND RECORDED IN ORB 536, PAGES 1389 THROUGH 1392 A DISTANCE OF 500.00 FEET, THENCE SOUTH 12°47'58" EAST A DISTANCE OF 2317.70 FEET TO A POINT ON THE SOUTH LINE OF SECTION 3, THENCE DEPARTING LAND RECORDED IN ORB 536, PAGES 1389 -1392 SOUTH 88°44' 12" WEST A DISTANCE OF 1570.76 FEET, THENCE SOUTH 88°44'12" WEST ALONG THE SOUTH LINE OF SECTION 3 A DISTANCE OF 1993.22 FEET TO A POINT ON THE BOUNDARY OF WELL SITE SW-35, THENCE NORTH 67°12'42" EAST A DISTANCE OF 2.34 FEET, THENCE NORTH 22°47'18" WEST A DISTANCE OF 100.00 FEET, THENCE SOUTH 67°12'42" WEST ALONG SAID WELL BOUNDARY A DISTANCE OF 150.00 FEET, THENCE SOUTH 22°47'17" EAST A DISTANCE OF 41.76 FEET, THENCE SOUTH 88°44'12" WEST ALONG THE SOUTH LINE OF SECTION 3 A DISTANCE OF 239.87 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1, THENCE NORTH 22°47'18" WEST A DISTANCE OF 688.01 FEET TO A POINT ON THE WEST LINE OF SECTION 3, THENCE DEPARTING U.S. HIGHWAY NO. 1 NORTH 01°19'10" WEST ALONG THE WEST LINE OF SECTION 3 A DISTANCE OF 4512.19 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF GOVERNMENT SECTION 4, TOWNSHIP 11 SOUTH, RANGE 30 EAST, LYING EAST OF U.S. HIGHWAY NO. 1 (STATE ROAD NO. 5), FLAGLER COUNTY, FLORIDA.

LESS AND EXCEPT THE FOLLOWING PORTION OF GOVERNMENT SECTION 4, TOWNSHIP 11 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMPOSITE EXHIBIT "A", continued

LEGAL DESCRIPTION PARCEL 902

A POINT OF BEGINNING BEING THE NORTHEAST CORNER OF SAID SECTION 4, THENCE SOUTH $01^{\circ}19'10''$ EAST ALONG THE EAST LINE OF SECTION 4 A DISTANCE OF 128.57 FEET TO A POINT BEING THE APPROXIMATE LOCATION OF A DIRT ROAD RUNNING WESTERLY, THENCE SOUTH $83^{\circ}28'00''$ WEST ALONG SAID DIRT ROAD A DISTANCE OF 1337.89 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1, THENCE NORTH $14^{\circ}05'29''$ WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 274.49 FEET TO A POINT ON THE NORTH LINE OF SECTION 4, THENCE DEPARTING U.S. HIGHWAY NO. 1 NORTH $89^{\circ}24'09''$ EAST ALONG THE NORTH LINE OF SECTION 4 A DISTANCE OF 1393.14 FEET TO THE POINT OF BEGINNING. EXCEPTION CONTAINING 6.2344 ACRES MORE OR LESS.

ALSO LESS AND EXCEPT THE FOLLOWING PALM COAST UTILITY CORP. (FLORIDA WATER SERVICES CORP.) WELL SITE SW-36. DESCRIPTION AS RECORDED IN OFFICIAL RECORDS BOOK 641, PAGES 1051 THROUGH 1221, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

PARCEL RP 0142:

A PARCEL OF LAND IN GOVERNMENT SECTION 4, TOWNSHIP 11 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, AS A POINT OF REFERENCE BEING THE SOUTHEAST CORNER OF SAID SECTION 4, THENCE NORTH $01^{\circ}19'11''$ WEST ALONG THE EASTERLY LINE OF SAID SECTION 4 1693.85 FEET; THENCE SOUTH $88^{\circ}40'49''$ WEST 13.49 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH $22^{\circ}47'18''$ WEST 100.00 FEET; THENCE SOUTH $67^{\circ}12'42''$ WEST 150.00 FEET; THENCE SOUTH $22^{\circ}47'18''$ EAST 100.00 FEET, THENCE NORTH $67^{\circ}12'42''$ EAST 150.00 FEET TO THE POINT OF BEGINNING OF THE DESCRIPTION. WELL PARCEL CONTAINING .34 ACRES MORE OR LESS.

TOGETHER WITH THE FOLLOWING PORTION OF SECTION 10, A POINT OF REFERENCE BEING THE NORTHEAST CORNER OF GOVERNMENT SECTION 10, TOWNSHIP 11 SOUTH, RANGE 30 EAST, THENCE SOUTH $00^{\circ}59'54''$ EAST ALONG THE EAST LINE OF SECTION 10 A DISTANCE OF 617.50 FEET, THENCE DEPARTING SAID LINE SOUTH $67^{\circ}12'21''$ WEST A DISTANCE OF 939.17 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, THENCE CONTINUE SOUTH $67^{\circ}12'21''$ WEST A DISTANCE OF 3540.82 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1, THENCE NORTH $22^{\circ}47'15''$ WEST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 2431.20 FEET TO A POINT ON THE NORTH LINE OF SECTION 10, THENCE DEPARTING SAID RIGHT-OF-WAY NORTH $88^{\circ}44'12''$ EAST ALONG THE NORTH LINE OF SECTION 10 A DISTANCE OF 266.63 FEET, THENCE DEPARTING SAID SECTION LINE SOUTH $22^{\circ}47'18''$ EAST ALONG THE BOUNDARY OF WELL SITE SW-35 A DISTANCE OF 58.24 FEET, THENCE NORTH $67^{\circ}12'42''$ EAST A DISTANCE OF 147.66 FEET, THENCE

COMPOSITE EXHIBIT "A", continued

LEGAL DESCRIPTION PARCEL 902

DEPARTING SAID WELL SITE NORTH 88°44'12" EAST ALONG THE NORTH LINE OF SECTION 10 A DISTANCE OF 3563.98 FEET, THENCE SOUTH 12°47'58" EAST A DISTANCE OF 982.01 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING PALM COAST UTILITY CORP. (FLORIDA WATER SERVICES CORP.) WELL SITE SW-34, (DESCRIPTION FURNISHED BY OWNER):

A PARCEL OF LAND IN GOVERNMENT SECTION 10, TOWNSHIP 11 SOUTH, RANGE 30 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF REFERENCE BEING THE SOUTHEAST CORNER OF THE NORTHWEST ¼ OF SAID SECTION 10, THENCE SOUTH 88°33'54" WEST ALONG THE SOUTHERLY LINE OF THE NORTHWEST ¼ 1042.43 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF A 50.00' PIPE LINE EASEMENT EAST OF AND PARALLEL WITH U.S. #1 (300' RIGHT-OF-WAY); THENCE NORTH 22°47'18" WEST 955.79' TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 67°12'42" EAST 150.00 FEET; THENCE NORTH 22°47'18" WEST 100.00 FEET; THENCE SOUTH 67°12'42" WEST 150.00 FEET; THENCE SOUTH 22°47'18" EAST 100.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION. WELL PARCEL CONTAINING .34 ACRES MORE OR LESS.

ALSO LESS AND EXCEPT THE FOLLOWING PALM COAST UTILITY CORP. (FLORIDA WATER SERVICES CORP.) WELL SITE SW-35. DESCRIPTION AS RECORDED IN OFFICIAL RECORDS BOOK 641, PAGES 1051 THROUGH 1221, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

PARCEL RP 0141:

A PARCEL OF LAND IN GOVERNMENT SECTIONS 10 AND 3, TOWNSHIP 11 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE BEING A P.R.M. AT THE NORTHWEST CORNER OF SAID SECTION 10; THENCE NORTH 88°44'12" EAST ALONG THE NORTHERLY LINE OF SECTION 10, 491.68 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 22°47'18" EAST 58.34 FEET, THENCE NORTH 67°12'42" EAST 150.00 FEET, THENCE NORTH 22°47'18" WEST 100.00 FEET, THENCE SOUTH 67°12'42" WEST 150.00 FEET, THENCE SOUTH 22°47'17" EAST 41.66 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION. WELL PARCEL CONTAINING .34 ACRES MORE OR LESS.

COMPOSITE EXHIBIT "A", continued

LEGAL DESCRIPTION PARCEL 1001

A PARCEL OF LAND BEING A PORTION OF THAT LAND RECORDED IN OFFICIAL RECORDS BOOK 507, PAGES 1592 THROUGH 1609, LYING IN GOVERNMENT SECTIONS 9, 16, 17, 20, 21, 28, 29 AND 47, TOWNSHIP 10 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PART OF GOVERNMENT SECTION 9, TOWNSHIP 10 SOUTH, RANGE 30 EAST, LYING WEST OF THE RIGHT-OF-WAY OF U.S. HIGHWAY NO. 1, AND SOUTH OF THE SOUTHERLY BOUNDARY LINE OF PARCEL CMP 2-17 RECORDED IN OFFICIAL RECORDS BOOK 546, PAGES 1197 THROUGH 1221, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

LESS AND EXCEPT THE FOLLOWING PARCEL OF LAND LYING WEST OF U.S. HIGHWAY NO. 1 IN GOVERNMENT SECTION 9, TOWNSHIP 10 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE BEING THE SOUTHEAST CORNER OF SAID SECTION 9 TOWNSHIP 10 SOUTH, RANGE 30 EAST, THENCE SOUTH 89°30'58" WEST ALONG THE SOUTHERLY LINE OF SECTION 9 A DISTANCE OF 2657.97 FEET TO THE SOUTH QUARTER (1/4) CORNER OF SECTION 9, THENCE SOUTH 89°54'17" WEST ALONG THE SOUTH LINE OF SECTION 9 A DISTANCE OF 984.19 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1, SAID POINT BEING THE POINT OF BEGINNING OF THIS DESCRIPTION, THENCE CONTINUE SOUTH 89°54'17" WEST ALONG THE SOUTHERLY LINE OF SECTION 9 A DISTANCE OF 74.52 FEET, THENCE DEPARTING SAID SOUTHERLY LINE OF SECTION 9 NORTH 08°29'47" WEST A DISTANCE OF 88.69 FEET, THENCE NORTH 20°56'30" EAST A DISTANCE OF 150.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1, SOUTH 08°29'47" EAST ALONG THE WESTERLY RIGHT-OF-WAY OF U.S. NO. 1 A DISTANCE OF 230.21 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH ALL THAT PART OF GOVERNMENT SECTION 47, TOWNSHIP 10 SOUTH, RANGE 30 EAST, LYING EAST OF THE FLORIDA EAST COAST RAILWAY COMPANY'S RAILROAD RIGHT-OF-WAY, WEST OF THE RIGHT-OF-WAY FOR U.S. HIGHWAY NO. 1 AND SOUTH OF THE SOUTHERLY BOUNDARY LINE OF PARCEL CMP 2-17 RECORDED IN OFFICIAL RECORDS BOOK 546, PAGES 1197 THROUGH 1221, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA;

ALSO TOGETHER WITH THAT PORTION OF SECTION 16, TOWNSHIP 10 SOUTH, RANGE 30 EAST, LYING WEST OF THE RIGHT-OF-WAY OF U.S. HIGHWAY NO. 1;

COMPOSITE EXHIBIT "A", continued

LEGAL DESCRIPTION PARCEL 1001

ALSO TOGETHER WITH THAT PORTION OF SECTION 17, TOWNSHIP 10 SOUTH RANGE 30 EAST, LYING EAST OF THE FLORIDA EAST COAST RAILWAY COMPANY'S RAILROAD RIGHT-OF-WAY;

ALSO TOGETHER WITH THAT PORTION OF SECTION 20, TOWNSHIP 10 SOUTH, RANGE 30 EAST, LYING EAST OF THE FLORIDA EAST COAST RAILWAY COMPANY'S RIGHT-OF-WAY, WITHIN FLAGLER COUNTY, FLORIDA;

ALSO TOGETHER WITH THAT PORTION OF SECTION 21 TOWNSHIP 10 SOUTH, RANGE 30 EAST, LYING WEST OF U.S. HIGHWAY NO. 1.

LESS AND EXCEPT NE $\frac{1}{4}$ OF NW $\frac{1}{4}$ OF SECTION 21;

LESS AND EXCEPT THAT PORTION OF SW $\frac{1}{4}$ OF THE NE $\frac{1}{4}$ LYING WEST OF U.S. HIGHWAY NO. 1, ALL WITHIN FLAGLER COUNTY, FLORIDA;

TOGETHER WITH THE FOLLOWING PORTION OF SECTION 28 TOWNSHIP 10 SOUTH, RANGE 30 EAST, LYING WEST OF U.S. HIGHWAY NO. 1, BEGINNING AT THE NORTHWEST CORNER OF SECTION 28, TOWNSHIP 10 SOUTH, RANGE 30 EAST, THENCE NORTH 89°16'00" EAST ALONG THE NORTH LINE OF SECTION 28 A DISTANCE OF 2630.60 FEET TO THE NORTH QUARTER (1/4) CORNER OF SECTION 28, THENCE NORTH 89°43'02" EAST ALONG THE NORTH LINE OF SECTION 28 A DISTANCE OF 327.52 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1, THENCE SOUTH 09°59'31" WEST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 1758.89 FEET, THENCE DEPARTING SAID RIGHT-OF-WAY NORTH 80°00'29" WEST A DISTANCE OF 325.00 FEET, THENCE NORTH 09°59'31" EAST A DISTANCE OF 217.87 FEET TO THE BEGINNING OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 150.00 FEET AND A CENTRAL ANGLE OF 34°08'45", THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT A DISTANCE OF 89.39 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 07°04'51" WEST A DISTANCE OF 88.08 FEET TO A POINT OF TANGENCY, THENCE NORTH 24°09'13" WEST A DISTANCE OF 667.23 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 90°00'00", THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT A DISTANCE OF 78.54 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 69°09'13" WEST A DISTANCE OF 70.71 FEET TO A POINT OF TANGENCY, THENCE SOUTH 65°50'47" WEST A DISTANCE OF 560.00 FEET, THENCE NORTH 24°09'14" WEST A DISTANCE OF 267.00 FEET, THENCE SOUTH 65°50'47" WEST A DISTANCE OF 898.31 FEET, THENCE SOUTH 80°50'46" WEST A DISTANCE OF 573.62 FEET, THENCE NORTH 00°42'44" WEST ALONG THE WEST LINE OF SECTION 28 A DISTANCE OF 1149.03 FEET TO THE POINT OF

COMPOSITE EXHIBIT "A", continued

LEGAL DESCRIPTION PARCEL 1001

BEGINNING;

ALSO TOGETHER WITH THE FOLLOWING PORTION OF SECTION 29, TOWNSHIP 10 SOUTH, RANGE 30 EAST, LYING EAST OF THE FLORIDA EAST COAST RAILWAY RIGHT-OF-WAY:

BEGINNING AT THE NORTHEAST CORNER OF SECTION 29, TOWNSHIP 10 SOUTH, RANGE 30 EAST, THENCE SOUTH 00°42'44" EAST ALONG THE EAST LINE OF SECTION 29 A DISTANCE OF 1149.03 FEET, THENCE DEPARTING SAID LINE SOUTH 80°50'46" WEST A DISTANCE OF 496.86 FEET, THENCE SOUTH 09°09'14" EAST A DISTANCE OF 35.17 FEET, THENCE SOUTH 80°50'47" WEST A DISTANCE OF 180.00 FEET TO A POINT ON THE EAST LINE OF THE FLORIDA EAST COAST RAILWAY RIGHT-OF-WAY, THENCE NORTH 09°09'13" WEST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 1302.51 FEET, THENCE NORTH 89°38'15" EAST ALONG THE NORTH LINE OF SECTION 29 A DISTANCE OF 855.58 FEET TO THE POINT OF BEGINNING.

Official Copy

COMPOSITE EXHIBIT "A", continued

LEGAL DESCRIPTION PARCEL 1002

A PARCEL OF LAND BEING A PORTION OF THAT LAND RECORDED IN OFFICIAL RECORDS BOOK 507, PAGES 1592 THROUGH 1609 TOGETHER WITH A PORTION OF THAT LAND RECORDED IN OFFICIAL RECORDS BOOK 507, PAGES 1620 THROUGH 1626 LYING IN GOVERNMENT SECTIONS 15, 16, 21 AND 22, TOWNSHIP 10 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF SECTION 15, TOWNSHIP 10 SOUTH, RANGE 30 EAST, LYING TEN (10) FEET WEST OF THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE-95;

LESS AND EXCEPT THAT PORTION TAKEN BY THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR RIGHT-OF-WAY ASSOCIATED WITH THE INTERSTATE-95 OLD KINGS ROAD OVERPASS;

ALSO LESS AND EXCEPT OLD KINGS ROAD (66'R/W);

ALSO LESS AND EXCEPT THAT LAND OWNED BY FLAGLER COUNTY KNOWN AS THE AGRICULTURAL MUSEUM PARCEL, RECORDED IN OFFICIAL RECORDS BOOK (ORB) 552, PAGE 215, ORB 561, PAGE 1458, ORB 586, PAGES 1220-1223 AND ORB 586, PAGE 1227, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA;

TOGETHER WITH A PARCEL OF LAND BEING A PORTION OF GOVERNMENT SECTION 16, TOWNSHIP 10 SOUTH, RANGE 30 EAST, LYING EAST OF THE RIGHT-OF-WAY OF U.S. HIGHWAY NO. 1;

LESS AND EXCEPT PARCEL 2-17E RECORDED IN OFFICIAL RECORDS BOOK 586, PAGE 1227, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, **ALSO LESS AND EXCEPT** OLD KINGS ROAD (66'R/W);

ALSO LESS AND EXCEPT LAND RECORDED IN OFFICIAL RECORDS BOOK 574, PAGES 1429 THROUGH 1431, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA;

ALSO LESS AND EXCEPT A PORTION OF SECTIONS 15 AND 16, TOWNSHIP 10 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM A POINT OF REFERENCE BEING THE NORTHEAST CORNER OF SAID SECTION 16, BEAR SOUTH 00°44'07" EAST ALONG THE EAST LINE OF SECTION 16, A DISTANCE OF 813.40 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 84°40'51" EAST, DEPARTING SAID

COMPOSITE EXHIBIT "A", continued

LEGAL DESCRIPTION PARCEL 1002

EAST LINE, A DISTANCE OF 475.04 FEET; THENCE SOUTH 71°59'32" EAST A DISTANCE OF 299.56 FEET; THENCE SOUTH 17°24'50" WEST, A DISTANCE OF 29.54 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 83.00 FEET, THENCE ALONG THE ARC OF SAID CURVE 38.98 FEET THROUGH A CENTRAL ANGLE OF 26°54'21", A CHORD BEARING OF SOUTH 03°57'39" WEST AND A CHORD DISTANCE OF 38.62 FEET; THENCE NORTH 71°59'32" WEST, A DISTANCE OF 299.56 FEET, THENCE NORTH 84°40'51" WEST, A DISTANCE OF 1587.76 FEET; THENCE NORTH 73°25'25" WEST, A DISTANCE OF 1342.39 FEET; THENCE NORTH 83°06'27" WEST, A DISTANCE OF 1013.64 FEET; THENCE NORTH 08°29'47" WEST, A DISTANCE OF 69.49 FEET, THENCE SOUTH 83°06'27" EAST, A DISTANCE OF 1037.76 FEET; THENCE SOUTH 73°25'25" EAST, A DISTANCE OF 1341.46 FEET, THENCE SOUTH 84°40'51" EAST, A DISTANCE OF 1113.57 FEET TO THE POINT OF BEGINNING. EXCEPTION CONTAINING 6.543 ACRES, MORE OR LESS.

TOGETHER WITH THE FOLLOWING PORTION OF GOVERNMENT SECTION 21 LYING EAST OF U.S. HIGHWAY NO. 1:

BEGINNING FROM THE NORTHEAST CORNER OF SECTION 21, TOWNSHIP 10 SOUTH, RANGE 30 EAST; THENCE SOUTH 00°28'10" EAST ALONG THE EASTERLY LINE OF SECTION 21 A DISTANCE OF 1117.09 FEET, THENCE DEPARTING SAID LINE SOUTH 61°12'56" WEST A DISTANCE OF 748.34 FEET, THENCE NORTH 00°29'04" 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, THENCE NORTH 89°20'34" EAST ALONG THE NORTH LINE OF SECTION 21 A DISTANCE OF 1318.40 FEET TO THE POINT OF BEGINNING.

ALSO TOGETHER WITH THE FOLLOWING PORTION OF SECTION 22, TOWNSHIP 10 SOUTH, RANGE 30 EAST, BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 22, THENCE NORTH 89°41'29" EAST ALONG THE NORTH LINE OF SECTION 22 A DISTANCE OF 2630.63 FEET TO THE NORTH QUARTER (1/4) CORNER, THENCE NORTH 88°58'06" EAST ALONG THE NORTH LINE OF SECTION 22 A DISTANCE OF 880.17 FEET, THENCE SOUTH 25°15'02" EAST ALONG A LINE LYING TEN (10) FEET WEST OF AND PARALLEL TO THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE-95 A DISTANCE OF 899.05 FEET, THENCE DEPARTING SAID LINE ALONG THE NORTH BOUNDARY OF PARCEL 211 ORB 553, PAGE 1713 RUN SOUTH 64°44'58" WEST A DISTANCE OF 1000.18 FEET, THENCE NORTH 60°29'04" WEST A DISTANCE OF 932.59 FEET, THENCE SOUTH 29°30'56" WEST A DISTANCE OF 299.31 FEET, THENCE DEPARTING PARCEL 211 ALONG THE NORTH LINE OF (PCCSC) PARCEL RECORDED IN ORB 549, PAGES 969 AND 970, SAID NORTH LINE BEING COMMON AS THE SOUTH LINE OF ORB 507, PAGES 1592-1609, RUN NORTH

COMPOSITE EXHIBIT "A", continued

LEGAL DESCRIPTION PARCEL 1002

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 26.65 FEET TO A POINT ON THE WEST LINE OF SECTION 22, THENCE DEPARTING SAID (PCCSC) PARCEL NORTH 00°28'10" WEST ALONG THE WEST LINE OF SECTION 22 A DISTANCE OF 1117.09 FEET TO THE POINT OF BEGINNING.

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COMPOSITE EXHIBIT "A", continued

LEGAL DESCRIPTION PARCEL 1003

A PARCEL OF LAND BEING A PORTION OF THAT LAND RECORDED IN OFFICIAL RECORDS BOOK 507, PAGES 1592 THROUGH 1609, LYING IN GOVERNMENT SECTIONS 27, 28, 33 AND 34, TOWNSHIP 10 SOUTH, RANGE 30 EAST, SECTIONS 3 AND 4, TOWNSHIP 11 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 27, TOWNSHIP 10 SOUTH, RANGE 30 EAST, THENCE NORTH $00^{\circ}32'09''$ WEST ALONG THE WEST LINE OF SECTION 27 A DISTANCE OF 2074.30 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF MATANZAS WOODS BOULEVARD (124'R/W), THENCE SOUTH $81^{\circ}24'11''$ EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 2323.41 FEET TO A POINT OF CURVATURE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1876.00 FEET AND A CENTRAL ANGLE OF $03^{\circ}51'30''$, THENCE EASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 126.34 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH $79^{\circ}28'26''$ EAST A DISTANCE OF 126.31 FEET TO A POINT BEING THE NORTHWEST CORNER OF A PARCEL OF LAND RECORDED IN OFFICIAL RECORDS BOOK (ORB) 574, PAGES 1417 THROUGH 1419, THENCE DEPARTING MATANZAS WOODS PARKWAY SOUTH $12^{\circ}27'19''$ WEST ALONG THE WESTERLY BOUNDARY OF SAID PARCEL RECORDED IN ORB 574, PAGES 1417-1419, A DISTANCE OF 403.35 FEET, THENCE SOUTH $77^{\circ}32'41''$ EAST A DISTANCE OF 99.32 FEET, THENCE SOUTH $22^{\circ}57'24''$ EAST A DISTANCE OF 813.78 FEET, THENCE SOUTH $16^{\circ}18'50''$ WEST A DISTANCE OF 134.50 FEET, THENCE SOUTH $73^{\circ}41'10''$ EAST A DISTANCE OF 400.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF BELLE TERRE PARKWAY (124'R/W), THENCE DEPARTING SAID PARCEL RECORDED IN ORB 574, PAGES 1417-1419 SOUTH $16^{\circ}18'50''$ WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF BELLE TERRE PARKWAY ACCORDING TO THE PLAT BELLE TERRE SECTION 35 MAP BOOK 11, PAGES 2 THROUGH 26, A DISTANCE OF 266.77 FEET TO A POINT ON THE SOUTH LINE OF SECTION 27, THENCE SOUTH $89^{\circ}12'10''$ WEST ALONG THE SOUTH LINE OF SECTION 27 A DISTANCE OF 3000.95 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH THE FOLLOWING PORTION OF SECTION 28 LYING EAST OF U.S. HIGHWAY NO. 1, BEGINNING AT THE SOUTHEAST CORNER OF SECTION 28, TOWNSHIP 10 SOUTH, RANGE 30 EAST, THENCE NORTH $89^{\circ}28'59''$ WEST ALONG THE SOUTH LINE OF SECTION 28 A DISTANCE OF 2640.46 FEET TO THE SOUTH QUARTER CORNER OF SECTION 27, THENCE SOUTH $89^{\circ}01'24''$ WEST A DISTANCE OF 55.72 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF U.S. HIGHWAY NO. 1, THENCE DEPARTING SAID SECTION LINE NORTH $14^{\circ}05'30''$ WEST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 553.77 FEET TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1785.08

COMPOSITE EXHIBIT "A", continued

LEGAL DESCRIPTION PARCEL 1003

FEET AND A CENTRAL ANGLE OF 24°05'00", THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT A DISTANCE OF 750.33 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 02°02'59" WEST A DISTANCE OF 744.82 FEET TO THE CURVE'S END, THENCE NORTH 09°59'31" EAST A DISTANCE OF 756.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF MATANZAS WOODS BOULEVARD, THENCE SOUTH 80°00'29" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 896.08 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 1124.00 FEET AND A CENTRAL ANGLE OF 24°05'00", THENCE EASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT A DISTANCE OF 472.46 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 87°57'01" EAST A DISTANCE OF 468.99 FEET TO THE CURVE'S END, THENCE NORTH 75°54'31" EAST A DISTANCE OF 569.81 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1875.00 FEET AND A CENTRAL ANGLE OF 22°41'18", THENCE EASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT A DISTANCE OF 742.48 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 87°15'10" EAST A DISTANCE OF 737.64 FEET TO THE CURVE'S END, THENCE SOUTH 81°24'11" EAST A DISTANCE OF 67.08 FEET TO A POINT ON THE EAST LINE OF SECTION 28, THENCE DEPARTING MATANZAS WOODS BOULEVARD SOUTH 00°32'09" EAST ALONG THE EAST LINE OF SECTION 28 A DISTANCE OF 2074.30 FEET TO THE POINT OF BEGINNING;

LESS AND EXCEPT FLORIDA WATER SERVICES CORP. WELL SITE SW-43, A 100' x 150' PARCEL RECORDED IN OFFICIAL RECORDS BOOK 110, PAGE 283, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA;

ALSO LESS AND EXCEPT FLORIDA WATER SERVICES CORP. WELL SITE SW-42, A PARCEL RECORDED IN OFFICIAL RECORDS BOOK 832, PAGE 991, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA;

TOGETHER WITH THAT PORTION OF GOVERNMENT SECTION 33, TOWNSHIP 10 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA, LYING EAST OF U.S. HIGHWAY NO. 1 (STATE ROAD NO. 5);

LESS AND EXCEPT FLORIDA WATER SERVICES CORP. WELL SITE SW-41, A PARCEL RECORDED IN OFFICIAL RECORDS BOOK 832, PAGE 991, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA;

TOGETHER WITH THAT PORTION OF GOVERNMENT SECTION 34, TOWNSHIP 10 SOUTH, RANGE 30 EAST, LYING WEST OF THE WESTERLY RIGHT-OF-WAY LINE OF BELLE TERRE PARKWAY ACCORDING TO THE PLAT BELLE TERRE SECTION-35, MAP BOOK 11, PAGES 2 THROUGH 26, OF THE PUBLIC RECORDS

COMPOSITE EXHIBIT "A", continued

LEGAL DESCRIPTION PARCEL 1003

OF FLAGLER COUNTY, FLORIDA;

LESS AND EXCEPT THAT LAND RECORDED IN OFFICIAL RECORDS BOOK 594, PAGES 856 AND 857, ALSO LESS AND EXCEPT LAND RECORDED IN OFFICIAL RECORDS BOOK 625, PAGES 1596 AND 1597 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA;

TOGETHER WITH THE FOLLOWING PORTION OF GOVERNMENT SECTION 3, TOWNSHIP 11 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A POINT OF BEGINNING BEING THE NORTHWEST CORNER OF SAID SECTION 3, THENCE NORTH 88°47'06" EAST ALONG THE NORTH LINE OF SECTION 3 A DISTANCE OF 3195.30 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF LAND RECORDED IN OFFICIAL RECORDS BOOK (ORB) 594, PAGES 856 AND 857, THENCE SOUTH 50°36'55" WEST ALONG SAID NORTHERLY BOUNDARY A DISTANCE OF 156.95 FEET. THENCE SOUTH 39°23'05" EAST ALONG THE WESTERLY BOUNDARY LINE OF SAID LAND A DISTANCE OF 606.62 FEET TO A POINT BEING THE NORTHWEST CORNER OF LAND RECORDED IN ORB 625, PAGE 1596 AND 1597, THENCE SOUTH 20°16'51" EAST A DISTANCE OF 64.03 FEET TO A POINT BEING THE NORTHWEST CORNER OF FLAGLER COUNTY SCHOOL BOARD LANDS RECORDED IN ORB 519, PAGES 903 AND 904, SAID POINT BEING THE APPROXIMATE LOCATION OF A DIRT ROAD RUNNING WESTERLY, THENCE DEPARTING SAID SCHOOL BOARD LANDS RUN NORTH 70°53'54" WEST ALONG SAID DIRT ROAD A DISTANCE OF 935.38 FEET, THENCE CONTINUING TO FOLLOW THE APPROXIMATE ROAD LOCATION RUN NORTH 87°43'37" WEST A DISTANCE OF 949.77 FEET, THEN NORTH 82°42'27" WEST A DISTANCE OF 1150.71 FEET, THEN SOUTH 83°28'00" WEST A DISTANCE OF 506.42 FEET TO A POINT ON THE WEST LINE OF SECTION 3, THENCE DEPARTING SAID DIRT ROAD NORTH 01°19'10" WEST ALONG THE WEST LINE OF SECTION 3 A DISTANCE OF 128.57 FEET TO THE POINT OF BEGINNING;

ALSO TOGETHER WITH THE FOLLOWING PORTION OF GOVERNMENT SECTION 4, TOWNSHIP 11 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

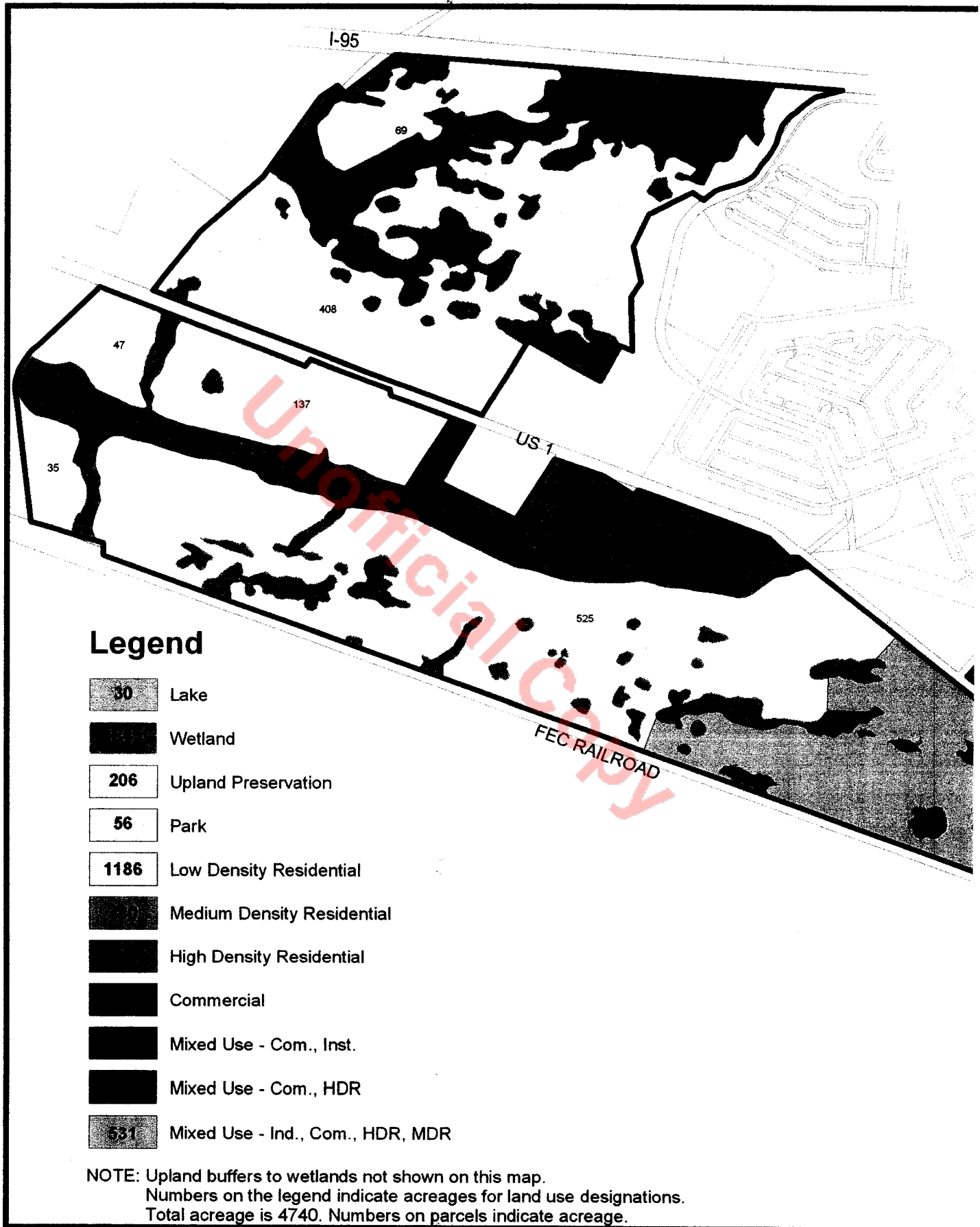
A POINT OF BEGINNING BEING THE NORTHEAST CORNER OF SAID SECTION 4, THENCE SOUTH 01°19'10" EAST ALONG THE EAST LINE OF SECTION 4 A DISTANCE OF 128.27 FEET TO A POINT BEING THE APPROXIMATE LOCATION OF A DIRT ROAD RUNNING WESTERLY, THENCE SOUTH 83°28'00" WEST ALONG SAID DIRT ROAD A DISTANCE OF 1337.89 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1, THENCE NORTH 14°05'29" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 274.49 FEET TO A POINT ON THE NORTH LINE OF SECTION 4, THENCE

COMPOSITE EXHIBIT "A", continued

LEGAL DESCRIPTION PARCEL 1003

DEPARTING U.S. HIGHWAY NO. 1 NORTH 89°24'09" EAST ALONG THE NORTH
LINE OF SECTION 4 A DISTANCE OF 1393.14 FEET.

Unofficial Copy



MAP H

West Palm Coast

MASTER DEVELOPMENT PLAN

ROBERT D. LONDEREE LANDSCAPE ARCHITECT



BOX 1077, WINDERMERE, FL 34786, (407) 876-4844

PLANNING AND DESIGN

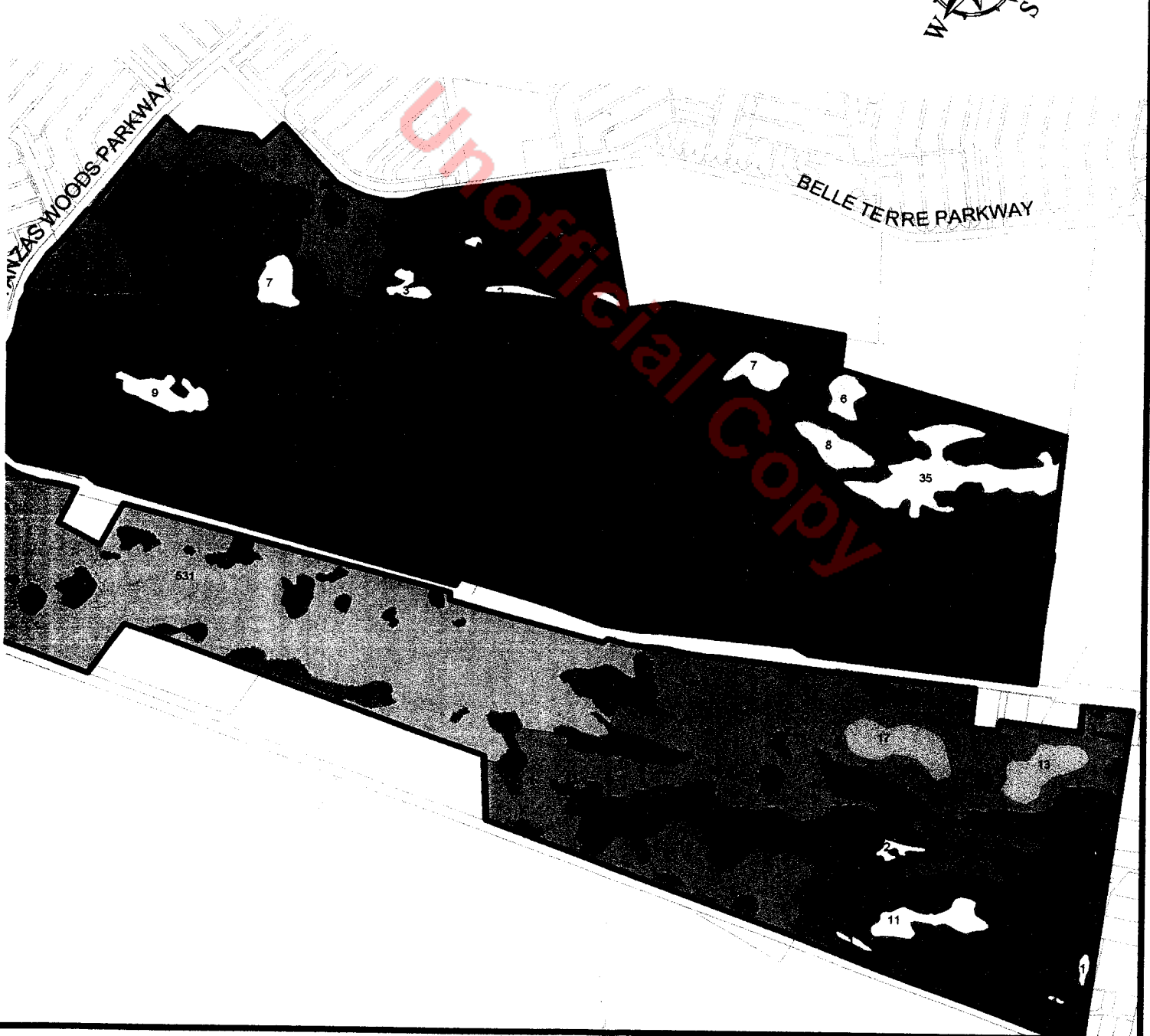


EXHIBIT "B"

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 Mail	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	
Apartments	220	n/a	DU's	0.64	0,674	1,000	1,255	2,462	0.390	0.561	0.237	0.335	0.388	0.896	1,255	0.081	0.129	0.139	0.167	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	0.162	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	1,066	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 Mail	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

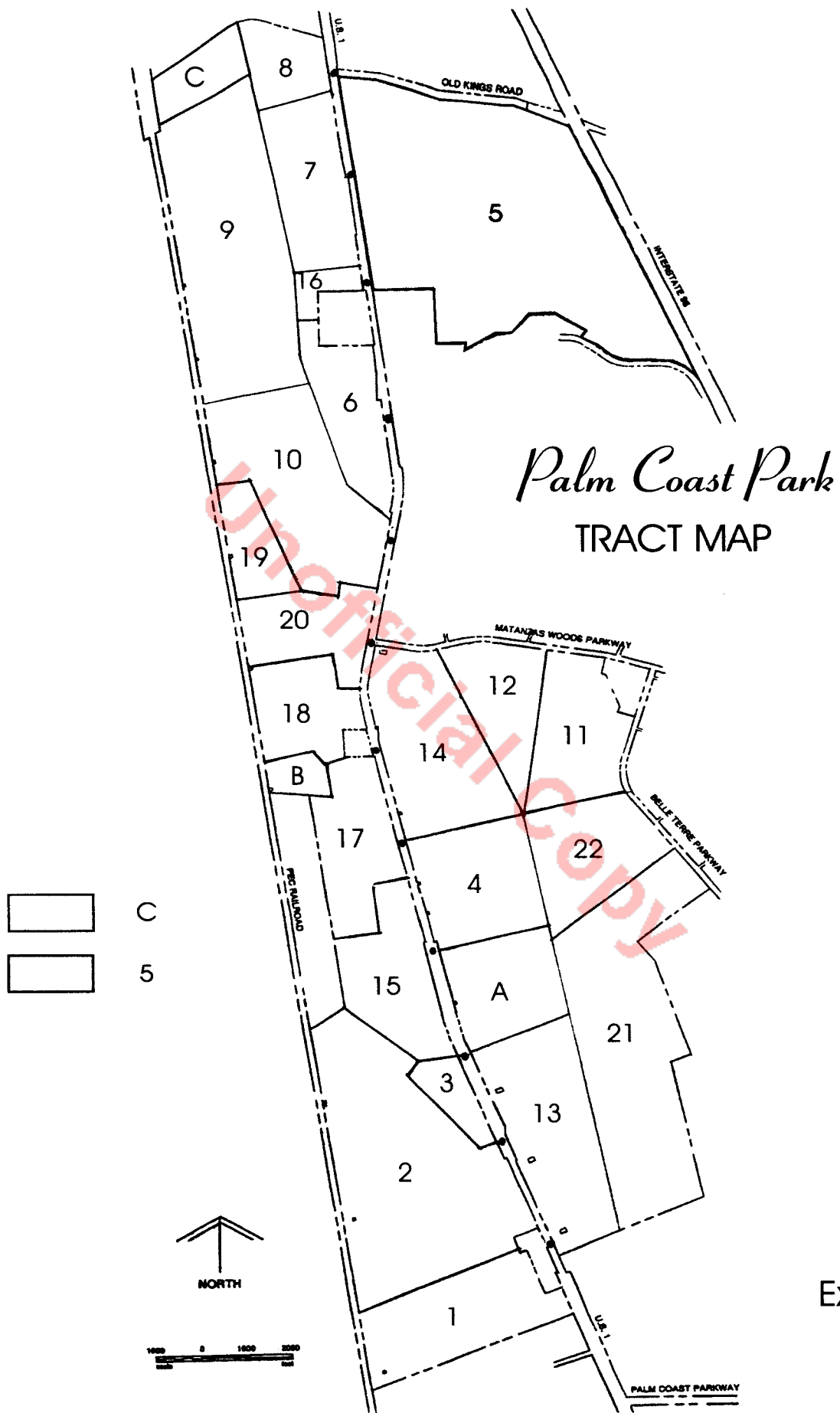


Exhibit D

STORMWATER POLLUTION PREVENTION PLAN

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

STORMWATER POLLUTION PREVENTION PLAN APPROVAL

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

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

PRE-CONSTRUCTION ACTIVITIES

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

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

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

CONSTRUCTION ACTIVITIES

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

Sequence of Major Erosion Control Activities:

The order of activities will be as follows:

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

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

Additional Controls

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

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

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

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

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

Site Maintenance Activities

Waste Disposal

Waste Materials

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

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

Hazard Waste

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

Sanitary Waste

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

Offsite Vehicle Tracking

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

Spill Prevention Plan

Material Management Practices

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

Good Housekeeping

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

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

Hazardous Products

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

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

Product Specific Practices

The following product specific practices will be followed onsite:

Petroleum Products

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

Fertilizers

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

Paints

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

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

MAINTENANCE / INSPECTION PROCEDURES

Erosion and Sediment Control Inspection and Maintenance Practices

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

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

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

NON-STORMWATER DISCHARGES

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

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

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

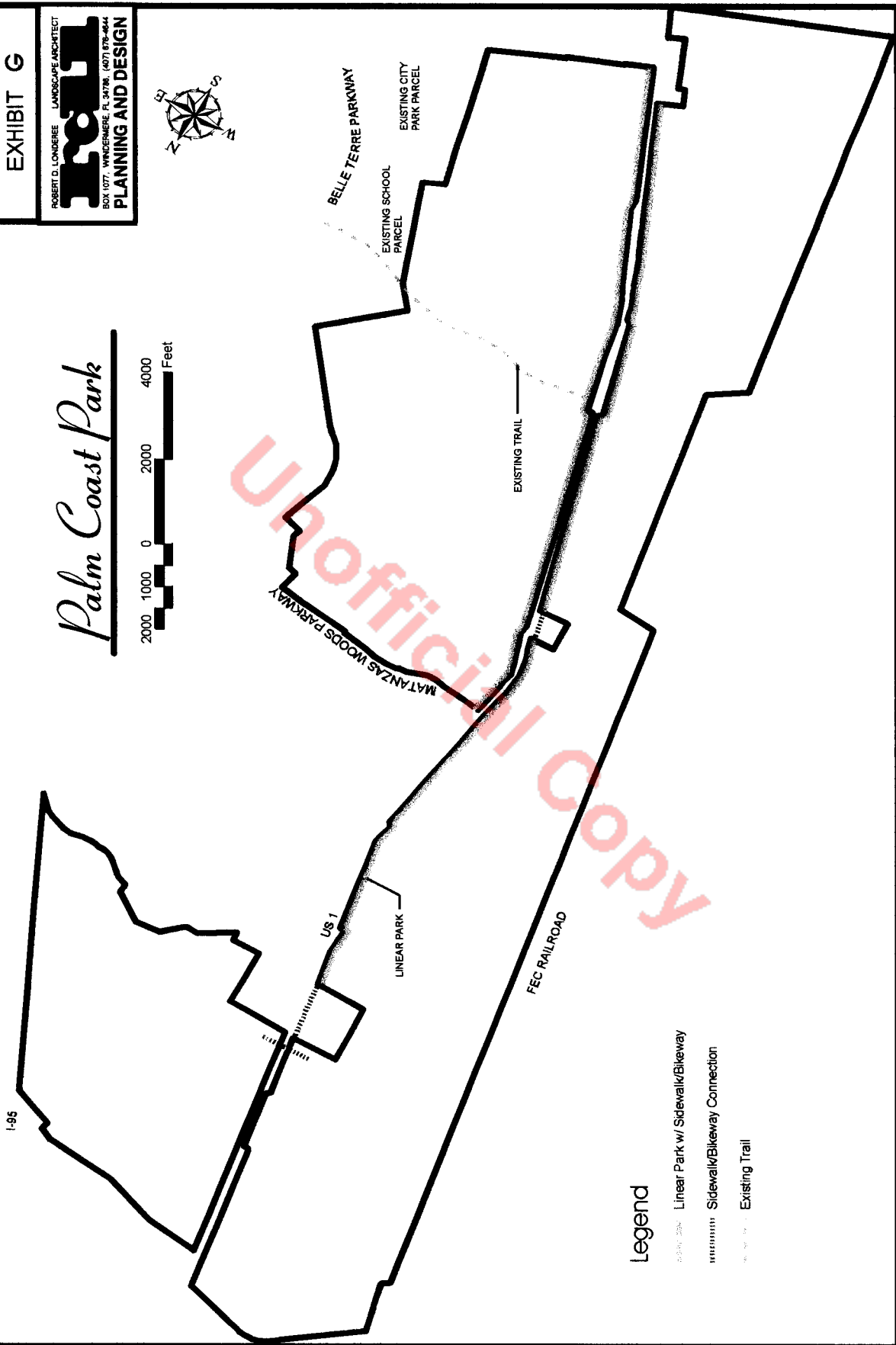
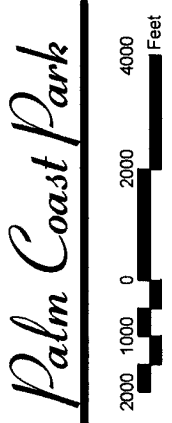
**2004 NEW GROWTH RATE
Fairshare Roadway Improvement Cost Estimates
West Palm Coast DRI**

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

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

EXHIBIT G

ROBERT D. LONDEREE LANDSCAPE ARCHITECT
ROLA
PLANNING AND DESIGN
BOX 1077, WINDERMERE, FL 34786 (407) 878-4844



Unofficial Copy

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

EXHIBIT "H"

LAND USES AND DEVELOPMENT

1. **General** -

Exhibit "D" to this 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" shall include sites for various housing types including the following: single-family homes; patio homes; row homes; town homes; apartment units; condominium units; and elderly housing, such as independent living, assisted living, congregate care and retirement village. The Residential Areas consist of Tracts 1 - 12, as shown on the Tract Map.

(b) **Business/Institutional Areas** -

The "Business/Institutional Areas" shall include sites for a combination of mixed uses which may include the following: retail; office; business parks; showroom and flex space; food service; lodging and other tourist related facilities; public facilities; light industrial; warehouse/distribution; and institutional facilities, including houses of worship, private clubs and community clubs. The Business/Institutional Areas consist of Tracts 13 - 22, as shown on the Tract Map. Tract 20 may also include residential units.

(c) **Public Areas** -

The "Public Areas" shall include sites for various types of public and semi-public uses which may include parks, schools and utility facilities. The Public Areas consist of Tracts A, B and C, as shown on the Tract Map.

(d) Common Areas -

The "Common Areas" shall consist of approximately 1,850 acres of existing wetlands, plus greenways, lakes, bikeways, walkways and other passive parks and recreational areas, including a linear park along US-1 (the "Linear 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 Land Development Code.

3. Land Development Code Applicability -

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

(b) Title to any Tract may be transferred in its entirety without platting so long as the Tract has access to a public roadway or is transferred to a person or entity that already holds title to a Tract 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 approval is received for the area to be improved. A final plat shall be recorded prior to issuance of a building permit or conveyance of any portion of the property that is included in the plat.

(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 Palm Coast Park Community Development District ("CDD") and the City over all areas that contain temporary drainage facilities, and when the stormwater facilities are permanently located, the CDD and the City 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 Linear Park, its landscaping, bikepaths and other amenities shall be constructed within 2 years from the effective date of this Development Order. 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 approximately 2,012 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 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 Land Development Code shall not apply in the case of development on the DRI Property. Instead, Owner 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 -

(a) 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 Development Order. The Owner may sell Tracts, parcels or platted lots. Tracts may be sold without platting, provided they have access to a public roadway as provided for herein. Parcels and lots shall be platted before they may be sold. Any purchaser of an unplatted Tract shall be required to plat and obtain site development plan approval from

the City before developing any portion of the Tract or conveying title to any portion of the Tract to third parties.

A preliminary plat or site development plan for the common areas, drainage, and roadways shall be submitted for a portion of the Palm Coast Park DRI within 2 years from the effective date of this Development Agreement. 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 25 years from the effective date of this Development Order.

(b) The following is a brief overview of the uses that will be allowed on each Tract:

- Residential Areas

Tract 1 - This Tract includes an existing central lake and shall be designated for residential apartment or condominium units.

Tract 2 - A portion of this Tract also surrounds an existing lake. This Tract shall be designated for residential apartment or condominium units, town homes, row homes or patio homes.

Tracts 3 - This Tract shall either be incorporated into Tract 2 or separately designated for residential apartment or condominium units.

Tract 4 - This Tract abuts a planned linear stormwater lake system and a Public Facility Area that is likely to be a site for a school and/or an active recreational park. This Tract shall be designated for residential apartment or condominium units.

Tract 5 - This Tract is adjacent to the Florida Agricultural Museum and other public land and shall be designated for single-family residential lots.

Tract 6 - This Tract fronts on US-1 and abuts a linear wetland. This Tract shall be designated for town homes, row homes or patio homes.

Tracts 7, 8, 9 and 10 - These Tracts may be developed separately or assembled to create a large master planned residential community which may include a golf course. These Tracts shall be designated primarily for single-family residential lots, provided that condominium units, town homes, row homes and patio homes shall also be permitted. As an alternative, some or all of these Tracts may be designated as a site for a veteran's cemetery.

Tract 11 - This Tract shall be designated for residential apartment or condominium units, town homes, row homes or patio homes.

Tract 12 - This Tract shall be designated for patio homes, row homes or town homes.

- Business/Institutional Areas

Tract 13 - This Tract abuts US-1 and shall be subdivided into a number of commercial lots to provide sites for various retail commercial and office uses.

Tract 14 - This Tract abuts US-1 and shall be subdivided into a number of commercial lots to provide sites for various retail commercial uses, including dealerships which require large outdoor display areas.

Tract 15 - Because of its location and configuration (US-1 frontage and approximately 1,000 feet of depth), this Tract could accommodate one or more warehouse distribution facilities or several "big box" retail commercial uses.

Tract 16 - Because of its location at the entrance to a residential community, this Tract shall be designated for neighborhood retail commercial and professional office uses. As an alternative, this Tract could be the entrance to a veteran's cemetery.

Tract 17 - This Tract shall be developed as an office park with single or multi-story office buildings.

Tracts 18 and 19 - These Tracts both have railroad frontage and shall be developed as business parks, including light industrial, warehouse distribution, show room and flex space and may also include institutional uses.

Tract 20 - This Tract shall be designated as a village center and shall include mixed uses which may include retail commercial, office, institutional, restaurants, lodging and residential (including units over non-residential uses).

Tracts 21 and 22 - These Tracts shall be designated primarily for institutional uses, including churches and fraternal organizations but may also include some professional office and neighborhood retail commercial uses.

- Public Facility Areas

Tract A - All or a portion of this Tract shall be used for public facilities which may include a school site and an active recreational park. Any portion of this Tract that is not designated for public facilities shall be incorporated into Tract 4 or Tract 13, whichever it abuts.

Tract B - This Tract shall include a site for a water treatment plant and a sewage treatment plant and related utility facilities.

Tract C - This Tract shall be designated for passive and historic park purposes. All or a portion of the park may be incorporated into or managed by the Florida Agricultural Museum.

- Common Areas

The common areas include 1,850 acres of conservation areas, plus greenways, lakes, bikeways, walkways, and passive parks and recreational areas, including the Linear Park.

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

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

(b) The following land uses and densities, as provided for in the Land Development Code, shall guide the development of the Tracts and the adoption of appropriate zoning classifications. The Intended Land Uses and Supplemental Uses shall be permitted. The City shall rezone the Tracts within 120 days of the effective date of this Development Order to be consistent with the land uses identified below. The Supplemental Uses that are allowed for certain Tracts shall continue to be allowed even if they are not provided for in the adopted zoning classification for those Tracts. In the event the Owner or subsequent property owners choose to develop using a PUD zoning classification for a particular Tract or Tracts, the City shall consider an application for PUD to the extent that it does not conflict with the Intended Land Uses or Supplemental Uses that are applicable to the Tract (or Tracts) that is (are) the subject of the application:

Tract	Intended Land Use	Supplemental Uses
1	Multi-family and Townhouse	None
2	Multi-family, Townhouse and Single-family Residential	None
3	Multi-family, Townhouse and Single-family Residential	None
4	Multi-family and Townhouse	None
5	Single-family Residential	None
6	Townhouse and Single-family Residential	None
7	Single-family Residential, Townhouse and Multi-family	None
8	Single-family Residential, Townhouse and Multi-family	None
9	Single-family Residential, Townhouse and Multi-family	Cemetery
10	Single-family Residential, Townhouse and Multi-family	None
11	Multi-family, Townhouse and Single Family	None
12	Townhouse and Single-family Residential	None
13	General Commercial and Office	None
14	General Commercial and High Intensity Commercial	None
15	Heavy Industrial District	None
16	Neighborhood Commercial and Office	Cemetery
17	Office	None
18	Heavy Industrial District	None
19	Heavy Industrial district	None
20	Village Center, including attached residential dwelling units	None
21	Office	Houses of worship, private clubs and community clubs

Tract	Intended Land Use	Supplemental Uses
22	Office	Houses of worship, private clubs and community clubs
A	PLI - Public Lands Institutional	None
B	PLI - Public Lands Institutional	None
C	PLI - Public Lands Institutional	None

Note: In the event that a Neo-Traditional Neighborhood Development is proposed, minimum building setbacks shall be reduced by the City's Development Services Director who shall also approve other appropriate dimensional requirements consistent with the design elements of neo-traditional development.

(c) Agricultural uses that include grazing of animals, raising of crops, sod farming, nursery and silvacluture activities shall be permitted on any Tract prior to commencement of vertical development on the Tract.

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