

After Recording Return to:

City of Palm Coast Clerk  
160 Lake Avenue  
Palm Coast, Florida 32164

**MASTER PLANNED DEVELOPMENT AGREEMENT  
BETWEEN THE CITY OF PALM COAST AND  
RAYDIENT PALM COAST LLC  
WESTWARD EXPANSION  
[June 30, 2026]**

**THIS MASTER PLANNED DEVELOPMENT AGREEMENT**, (“Development Agreement”) is made and executed this \_\_\_\_ day of \_\_\_\_\_, 2026, by and between the **CITY OF PALM COAST**, a Florida municipal corporation (the “City”), whose address is 160 Lake Avenue, Palm Coast, Florida, 32164, and **RAYDIENT PALM COAST LLC**, a Delaware limited liability company, (“Raydient” or “Landowner”) whose address is One Rayonier Way, Wildlight, Florida, 32097.

**RECITALS**

**WHEREAS**, the real property subject to the Master Planned Development (“MPD”) rezoning and this Development Agreement is approximately 20,144 acres located generally west of U.S. 1 and north of Espanola as more particularly described in **Exhibit “A”** (the “Property”) and depicted on the MPD conceptual master plan attached hereto as **Exhibit “B”** (the “MPD Master Plan”); and

**WHEREAS**, for purposes of this Development Agreement the terms “Raydient” and “Landowner” shall be used interchangeably and shall include Raydient’s successors and assigns; and

**WHEREAS**, Landowner filed an application for rezoning of the Property to MPD and this Development Agreement on March 23, 2026, as subsequently amended; and

**WHEREAS**, annexation petitions were filed with the City to annex the portion of the Property located within Flagler County, Florida, (the “County”) as of March 2026 into the City and said

annexation has been reviewed pursuant to state law by the City and approved by the City prior to the approval of this MPD rezoning and Development Agreement; and

**WHEREAS**, the MPD rezoning and this Development Agreement necessitate an amendment to the City’s 2050 Comprehensive Plan (“Comprehensive Plan”) to designate the Property as Master Planned Mixed Use (“MPMU”) on the Future Land Use Map and said amendment has been reviewed and approved by the City pursuant to Chapter 163, Part II, Florida Statutes, prior to the approval of this MPD rezoning and Development Agreement; and

**WHEREAS**, development of the Property is subject to the Comprehensive Plan, including Future Land Use Element Goal 1.7 and related Objectives and Policies which provide MPMU development parameters for the Property (the “MPMU Comp Plan Provisions”); and

**WHEREAS**, the approval by the City Council of the City of Palm Coast (“City Council”) of this MPD rezoning and Development Agreement shall rezone the Property to this MPD, subject the Property to this Development Agreement and terminate and supersede the Conceptual Master Plan Development Agreement recorded at Official Records Book 1856, Page 957, of the public records of the County applicable to a portion of the Property; and

**WHEREAS**, the Landowner requests approval for an MPD and this Development Agreement to allow a mix of uses as set forth herein to be developed and located on the Property subject to the development conditions set forth in this Development Agreement; and

**WHEREAS**, as a condition of development the development of the Property will meet the adopted level of service standards in the Comprehensive Plan as set forth in Comprehensive Plan Capital Improvements Element Exhibit 8.1 and as discussed in Future Land Use Element Goal 1.3 as are in effect on the Effective Date (as defined herein); and

**WHEREAS**, the Landowner is in voluntary agreement with the development conditions hereinafter recited, and has agreed voluntarily to its imposition as a condition to development of the Property; and

**WHEREAS**, a noticed neighborhood meeting for the MPD, this Development Agreement and associated land use applications (e.g. annexation, Comprehensive Plan amendment) was held on April 22, 2026, consistent with the City of Palm Coast Unified Land Development Code (the “LDC”); and

**WHEREAS**, the City Planning and Land Development Regulation Board (the “PLDR Board”), sitting as the local planning agency, conducted a public hearing duly noticed on July 15, 2026, afforded the public and all affected parties an opportunity to be heard and present evidence and found that the MPD rezoning and this Development Agreement are consistent with the Comprehensive Plan, the Code of Ordinances, City of Palm Coast, Florida, (“Code of Ordinances”) and the LDC and that the conditions and terms set forth herein are necessary for the protection of the public health, safety and welfare of the citizens of the City and recommended approval of the MPD rezoning and this Development Agreement; and

**WHEREAS**, the City Council conducted a public hearing duly noticed, constituted and assembled on August 4, 2026 and on \_\_\_\_\_, 2026 and considered at the public hearings the proposed MPD rezoning and this Development Agreement, the report and recommendations from the City staff, comments made before the PLDR Board, and afforded the public and all affected parties an opportunity to be heard and present evidence; and

**WHEREAS**, the City Council finds that the MPD rezoning and this Development Agreement are consistent with the Comprehensive Plan, the Code of Ordinances and the LDC and that the conditions and terms set forth herein are necessary for the protection of the public health, safety and welfare of the citizens of the City; and

**WHEREAS**, the City Council has determined that the proposed mix of uses, including those permitted within the Regional Activity Center and Employment Center Sub-Areas (defined herein), are a recognizable and material economic benefit to City residents and such benefit would not be achieved without the collaboration of the parties and this Development Agreement; and

**WHEREAS**, the Landowner is proposing an approximately 8,501 acre Greenway Overlay which will serve as a critical tool for providing ecological connectivity and recreational opportunities compatible with surrounding natural resources within and adjacent to the Property and the City Council finds that such Greenway Overlay is a substantial benefit to the City from an ecological, recreational and economic standpoint and such benefit far exceeds any similar development conditions in the LDC and is unlikely without this MPD and Development Agreement; and

**WHEREAS**, the City Council further finds that this Development Agreement is consistent with and an exercise of the City’s powers under the Municipal Home Rule Powers Act, Article VIII, Section 2(b) of the Constitution of the State of Florida; Chapter 166, Florida Statutes; the City of Palm Coast Charter; other controlling law; and the City’s police powers; and

**WHEREAS**, this is a statutory Development Agreement subject to and enacted pursuant to the provisions of Sections 163.3220 – 163.3243, Florida Statutes, (the “DA Act”).

**NOW, THEREFORE**, it is hereby resolved and agreed by and between the City and the Landowner that the Landowner’s application for an MPD rezoning, including this Development Agreement, is approved subject to the terms and conditions herein.

**[The remainder of this page intentionally left blank.]**

## TABLE OF CONTENTS

<u>Sections</u>	<u>Page</u>
1. Recitals/Findings of Facts and Conclusions of Law	8
a. Recitals	8
b. Findings of Facts and Conclusions of Law	8
2. Representations of Landowner	8
3. Approval of Master Planned Development/Definitions	9
4. Development Plan Review Process	10
a. Overview	10
b. Substantial Compliance	10
c. Technical Site Plan	14
d. Platting	17
e. City Meetings/Hearings	18
f. Landowner Consent	19
g. Resubmittals	19
h. Lot Grading and Drainage Plan and Form	19
i. Architecture	20
5. Sub-Areas/Permitted Uses/Density and Intensity	20
a. Sub-Areas	20
b. Permitted Uses	25
c. Density and Intensity	36
6. Code of Ordinances/LDC Applicability	37
7. Development Standards	38
a. Wetlands	38
b. Wetland Buffer/Building Setback	39
c. Floodplain	39
d. Regional Roadway Network	40
e. Internal Street Network	42
f. Landscaping	48
g. Signage	58
h. Improvements in Public Rights-of-Way	69
i. Site Development Standards	70
j. Alternative Transportation	75
k. Lighting	77
l. Habitat	77
m. Water/Sewer/Reuse Utilities	78
n. Fire Protection/Wildfire Mitigation	79
o. Solid Waste	80
p. Dry Utility Lines/Telephone/Electricity/Fiber Optic	80
q. Hurricane Evacuation	80
r. Water Conservation	80
s. Fencing/Walls	80
t. Building Height	81
u. Architecture	81

v.	Pollution and Environmental Concerns	81
w.	Fill	81
x.	Cultural and Historic Resources	82
y.	Parking and Loading	82
8.	Phasing of Development/Mix of Uses	85
9.	Conversion of Uses	88
10.	Stormwater	88
11.	Parks and Recreation	92
12.	Greenway Overlay/Wetlands/Upland/Open Space	92
a.	Boundaries	92
b.	Silviculture/Agriculture	94
c.	Greenway Overlay	94
d.	Open Space	95
e.	Ownership	95
13.	Amendments/Modifications to this Development Agreement	95
a.	Overview	95
b.	Amendment	96
c.	Minor Modification	97
d.	Application	97
e.	Application Processing	98
14.	Other Approvals	99
15.	Application Fees	99
16.	Agricultural/Silvicultural	99
17.	Community Development District/Unit of Special Purpose Government	101
18.	State Statutory Requirements for Development Agreements	101
19.	Breach/Enforcement	103
20.	Notices	104
21.	Severability	105
22.	Successors and Assigns	106
23.	Deeds	106
24.	Governing Law/Venue/Compliance with Law	107
25.	Effective Date	108
26.	Third Party Rights	108
27.	Compliance/Time is of the Essence	108
28.	Attorney's Fees	109
29.	Force Majeure	109
30.	Captions	110
31.	Exhibits	110
32.	Interpretation/Monitoring Official	110
33.	Further Assurances	111
34.	Counterparts	111
35.	Non-Waiver	111
36.	Entire Agreement/Effect on Prior Agreements	111

## **Tables**

1.	Table 1 – Sub-Areas	25
2.	Table 2 – Permitted Uses	26
3.	Table 3 – Allowable Sign Types	62
4.	Table 4 – Signage Standards	63
5.	Table 5 – Lot and Site Development Standards	71
6.	Table 6 – Pedestrian Access	76
7.	Table 7 – Parking Standards	84
8.	Table 8 – Land Use and Phasing	86

## **Exhibits**

1.	Exhibit A – Property
2.	Exhibit B – MPD Master Plan
3.	Exhibit C – Land Use Conversion Table

**SECTION 1. RECITALS/FINDINGS OF FACTS AND CONCLUSIONS OF LAW.**

(a). Recitals. The above recitals are true and correct and are incorporated herein by this reference and form a material part of this Development Agreement upon which the City and the Landowner have relied.

(b). Findings of Facts and Conclusions of Law. The City Council hereby makes the following findings of facts and conclusions of law:

- (i). This MPD rezoning and Development Agreement are consistent with the Comprehensive Plan, including the MPMU Comp Plan Provisions and the MPMU future land use map category, and furthers the goals and objectives of the Comprehensive Plan.
- (ii). This MPD rezoning and Development Agreement are consistent with the general intent of the Codes of Ordinances and the LDC.
- (iii). This MPD rezoning and Development Agreement supports the City's economic sustainability and long-term planning goals and as such is not in conflict with or contrary to the public interest.
- (iv). This MPD rezoning and Development Agreement do not create an unreasonable hazard, nuisance or constitute a threat to the general health, welfare or safety of the City's inhabitants.
- (v). The MPD rezoning and this Development Agreement do not impose any financial liability or hardship for the City.

**SECTION 2. REPRESENTATIONS OF LANDOWNER.**

(a). The Landowner hereby represents and warrants to the City that as of the Effective Date (as defined below) it is the owner of the majority of the Property per the Corrective Special Warranty

Deed recorded at Official Records Book 2854, Page 896 of the public records of the County. The City hereby represents and warrants that as of the Effective Date it is the owner of certain well sites within the Property per the Corrective Special Warranty Deed recorded at Official Records Book 1783, Page 1235, the Special Warranty Deed recorded at Official Records Book 1765, Page 1800 and the Warranty Deed recorded at Official Records Book 566, Page 857 all of the public records of the County (the “City Lands”). For purposes of this Development Agreement and the MPD rezoning, the Landowner is the City’s authorized agent as to the City Lands.

(b). The Landowner represents and warrants to the City that it has the power and authority to enter into and agree to the terms and conditions of this Development Agreement; that all acts, approvals, procedures and similar matters required in order to authorize this Development Agreement have been taken, obtained or followed, each as the case may be; that this Development Agreement and the proposed performance of this Development Agreement by the Landowner is not an *ultra vires* act; and that, upon the execution of this Development Agreement by the parties, this Development Agreement shall be valid and binding upon the parties hereto and their successors and interest, as set forth herein.

(c). The Landowner and the City acknowledge that there are no joinders and consents required for this Development Agreement.

**SECTION 3. APPROVAL OF MASTER PLANNED DEVELOPMENT/DEFINITIONS.**

(a). The City Council at its regular meeting on \_\_\_\_\_, 2026, approved an MPD rezoning for the Property subject to the terms and conditions of this Development Agreement, which includes the MPD Master Plan.

(b). For purposes of this Development Agreement, definitions of terms applicable to the Property shall be as set forth in MPMU Comp Plan Provisions Objective 1.7.3 and Policy 1.7.3.1.

#### **SECTION 4. DEVELOPMENT PLAN REVIEW PROCESS.**

(a). Overview. The development plan review process applicable to the Property is as set forth in this Section 4 or as otherwise provided in this Development Agreement. The City requirements for a master planned development site plan, subdivision master plan, nonresidential controlling master site plan/development, large scale commercial center and any other applicable site plan or approval in the LDC, including LDC Section 2.10, are not applicable for any portion of the Property provided the development plan review process, which includes approval of a technical site plan, as set forth herein is adhered to by the applicable developer/builder. As part of the review and approval by the City of the MPD rezoning and this Development Agreement, the review criteria in LDC Sections 2.10.04 and 4.15 were considered and deemed satisfied by the MPD Master Plan attached as **Exhibit “B”** and this development plan review process. The development plan review process set forth in this Section 4 applies to residential and nonresidential development of the Property (or portion thereof) with the mix of uses set forth in Section 8 and does not apply to any land management, agricultural, silvicultural or other similar uses as set forth herein.

(b). Substantial Compliance.

(i). Prior to technical site plan approval for any portion of residential or nonresidential development within the Property (or portion thereof) at the densities or intensities set forth herein, a developer and/or builder within the Property shall submit to the City Land Use Administrator (“LUA”) an application for Substantial Compliance with this MPD (“Substantial Compliance”). The purpose of a Substantial Compliance application is to ensure the applicable portion of development is consistent with the MPMU Comp Plan Provisions and this Development Agreement, including the MPD Master Plan.

(ii). The Substantial Compliance application shall consist of a City General Application as provided for in Section VIII of the City Technical Review Manual/Technical Standards Manual (“Technical Manual”) and a site plan drawn to a legible even scale that describes and/or depicts (as applicable), the proposed:

- a. Project name;
- b. Project boundary;
- c. Project data table to include (as applicable):
  - i. Total project area,
  - ii. Number of residential lots/dwelling units,
  - iii. Building area (sq. ft.),
  - iv. Wetland conservation (acreage),
  - v. Upland buffer (acreage),
  - vi. Other upland conservation (acreage),
  - vii. Active recreation (acreage),
  - viii. Open space (acreage),
  - ix. Greenway Overlay, defined herein, (acreage),
  - x. Lot coverage by building(s),
  - xi. Floor Area Ratio (FAR), and/or
  - xii. Impervious surface area;
- d. Nonresidential and multi-family buildings or lot layouts for single family residential units;

- e. Connection points to streets external to the project and internal project vehicular, bicycle and pedestrian circulation system;
- f. Location of roads, trails, buffers, areas proposed to be subject to a conservation easement(s) and the Greenway Overlay or portions thereof;
- g. Community form design and dimensional standards per Table 5, Lot and Site Development Standards, (below) for the proposed uses;
- h. Sign types and general location;
- i. Proposed stormwater facility location(s); and/or
- j. Recreation and open space.

The Substantial Compliance application will also include a location map depicting the project in relation to the overall Property. A legal description and/or sketch of the portion of the Property subject to the Substantial Compliance application must be submitted with the application. A boundary survey, title opinion (or other similar document) and call outs around the perimeter, lots or any portion of the Property subject to the application are not required at this stage in the development plan review process.

- (iii). The LUA shall designate a planner within the City Community Development Department Planning and Zoning Division to review and approve Substantial Compliance applications, and to the extent feasible such planner shall be the same planner for each Substantial Compliance application. The planner's review of a Substantial Compliance application shall be limited to consistency with the MPMU Comp Plan Provisions and this Development Agreement.

(iv). Within thirty (30) days of receipt of a Substantial Compliance application, the LUA shall in writing approve, approve with conditions, or provide written review comments and/or request additional information from the applicant. An applicant may resubmit a revised Substantial Compliance application with the LUA subsequent to receiving review comments and/or requests for additional information from the LUA and request a meeting with the LUA. The LUA must meet with the applicant to go over any comments and/or requests for additional information within five (5) days of resubmittal and applicant request and approve or approve with conditions the application within fourteen (14) days of the resubmittal. In no event shall the LUA's review and approval, approval with conditions or denial occur later than sixty (60) days from the date of initial submittal of a Substantial Compliance application. The time periods for a Substantial Compliance application may be waived in writing by the applicant. A Substantial Compliance approval or approval with conditions shall be valid until the applicant terminates it. Any denial shall specifically state in writing the reasons for denial. An applicant may file a revised Substantial Compliance application subsequent to a denial at any time after the LUA's written denial determination is provided to the applicant and said application shall be considered a new application. If an applicant decides to appeal the LUA's written decision of a Substantial Compliance application, such appeal shall be a de novo review and follow the provisions in LDC Section 2.16.

(c). Technical Site Plan.

- (i). Notwithstanding anything in the Code of Ordinances, LDC or Technical Manual, including but not limited to LDC Section 2.11, to the contrary, subsequent to approval or approval with conditions by the LUA of a Substantial Compliance application, an applicant will submit a technical site plan (a/k/a construction plan) application to the LUA consistent with this Section 4. There is no required time period in which to submit a technical site plan application once the Substantial Compliance application is approved or approved with conditions. A technical site plan application may be submitted for the portion of the Property, or a smaller segment thereof, subject to an approved or approved with conditions Substantial Compliance application. Notwithstanding anything herein to the contrary, an applicant may submit to the LUA a Substantial Compliance application and technical site plan application at the same time and the LUA shall process the applications simultaneously; however the technical site plan shall not be approved, approved with conditions or denied until the LUA approves or approves with conditions the Substantial Compliance application as set forth herein.
- (ii). The technical site plan application shall consist of a General Application as provided for in Section VIII of the Technical Manual and the applicable requirements set forth in the Technical Site Plan Application Submittal Checklist included in Section VIII in the Technical Manual, except for Items I. (Architectural Plans), Q. (Traffic Impact Study or Statement), V. (Neighborhood Meeting Documentation) and as otherwise agreed to by the

parties. A site access traffic study will be provided as part of the technical site plan application. Copies of any applicable environmental reports such as listed species assessments, cultural resource assessments, and/or wetland delineation/surveys and Unified Mitigation Assessment Methodology (“UMAM”) scores conducted as part of any applicable state and federal environmental resource permitting processes for the portion of Property development subject to the technical site plan application will be provided as part of the application. The technical site plan application shall also include written confirmation (e.g. letter, email) from the applicable Entity (defined below) that the residential and/or nonresidential development subject to the technical site plan application is consistent with the applicable Property (or portion thereof) private architectural standards. If the Substantial Compliance application was approved with conditions by the LUA, the technical site plan application shall demonstrate compliance with any applicable condition(s).

- (iii). Upon submittal of a technical site plan application to the LUA, the LUA shall review the application and provide the application to the City staff Technical Review Committee (“TRX”) for review and comments, and the LUA shall within twenty-one (21) days of application submittal issue the collective comments of the LUA and TRX to the applicant. Prior to the applicant responding to any comments, the LUA and TRX must meet with the applicant to discuss the LUA and TRX comments. The meeting shall occur on a weekday no more than five (5) business days from the date the LUA and TRX comments are issued in writing to the applicant (the “TSP Public Noticed Meeting”).

Notice of the TSP Public Noticed Meeting and an agenda shall be posted on the City's website seventy-two (72) hours prior to the meeting. The general public is invited to attend and observe the TSP Public Noticed Meeting and review the applicable technical site plan application. A TSP Public Noticed Meeting may include the discussion of comments for one (1) or more technical site plans within the Property or portion thereof. Subsequent to the TSP Public Noticed Meeting, the applicant will respond in writing to any comments and then resubmit the technical site plan application to the LUA. The LUA and TRX will then have fourteen (14) days to review the resubmittal and issue comments or for the LUA to approve or approve with conditions the application. If the LUA issues comments, then the applicant will respond to the comments and resubmit the technical site plan application. Prior to the LUA and TRX providing comments on the applicant's third submittal, the LUA and TRX must meet with the applicant to discuss any remaining comments within five (5) days of the resubmittal and said meeting will be between the LUA and TRX and the applicant and not a TSP Public Noticed Meeting. The LUA shall then issue final comments or approve or approve with conditions the application within fourteen (14) days of the third submittal. In no event shall the LUA's and the TRX's review and the LUA's approval, approval with conditions or denial occur later than ninety (90) days from the initial submittal of a technical site plan. The technical site plan will remain valid until the applicant terminates it. The timeframes provided for in this Subsection may be waived in writing by the applicant. An applicant may file a revised technical site plan application

subsequent to a denial at any time after the LUA's written denial determination is provided to the applicant and said filing shall be considered a new application. If an applicant decides to appeal the LUA's written decision of a technical site plan, such appeal shall be de novo review and follow the provisions in LDC Section 2.16.

- (iv). Notwithstanding the technical site plan process outlined herein, an applicant may submit to the LUA prior to technical site plan approval engineering plans to allow for early clearing and grading of a Development Parcel or portion thereof as set forth in Section 10 below.
- (v). Per LDC Section 9.01.04(K), a technical site plan may depict the phased development of a Development Parcel which is different than the overall Property development phasing provided in Section 8 below.

(d). Platting.

- (i). A plat application is required for residential development purposes to subdivide land into three (3) or more lots, parcels, tracts, tiers, blocks, sites, units, or any other division of land within the Property including the establishment of new streets and alleys, additions, and resubdivisions. Nonresidential development is not required to be platted within the Property; however, an applicant (at its option) may process a plat consistent with this Subsection for nonresidential development. An applicant may (but is not required) to process nonstatutory plats as set forth in LDC Section 2.08.
- (ii). No later than issuance by the City of the residential or nonresidential building permit for development that triggers the platting condition herein, a plat shall

be approved by the LUA. An applicant (at its sole discretion) may submit a plat contemporaneously with submittal of the applicable technical site plan or at any time prior to the issuance of a building permit as set forth herein. The items to be provided for plat submittal shall be as set forth in the “Subdivision Final Plat Application Submittal Checklist” in Section VIII of the Technical Manual or as otherwise agreed to by the parties. A preliminary plat is not required to be submitted for any development within the Property.

- (iii). The LUA shall review and approve a plat pursuant to and within the same time periods as set forth in Subsection 4(c)(iii) above for a technical site plan except that the TSP Public Noticed Meeting and review by the TRX shall not occur as part of the plat review and approval process. The LUA shall approve any plat within the Property consistent with Section 177.071, Florida Statutes, provided the final plat meets the platting requirements set forth herein and in Chapter 177, Part I, Florida Statutes. Upon final plat approval by the LUA, the LUA will provide written notice of the approval to the applicant, and the applicant will then provide the LUA with the required recording fees and the final plat in Mylar form for the LUA to record the plat in the County public records consistent with state law. The LUA must provide a copy of the recorded plat to the applicant and the City Clerk.

- (e). City Meetings/Hearings. No hearing, neighborhood meeting or other City public meeting is required for any portion of the development plan review process set forth in this Section 4, except for the technical site plan application TSP Public Noticed Meeting. However, final approval of a technical site plan application is strictly contingent upon the portion of the Property development

subject to the application meeting the adopted level of service standards in the Comprehensive Plan as set forth in Comprehensive Plan Capital Improvements Element Exhibit 8.1 and Comprehensive Plan Goal 1.3 as are in effect on the Effective Date and consistent with Section 11 (“LOS”). Satisfaction of any applicable LOS may be demonstrated in one (1) or more development agreements between the Landowner and the City with any such development agreement subject to approval by City Council. For purposes of satisfying the LOS for public schools/education, any applicable development agreement shall also be subject to approval by the School District of Flagler County, Florida.

(f). Landowner Consent. Any application for Substantial Compliance, technical site plan (including engineering plans for early clearing and grading and/or an Early Clearing/Grading Permit (as defined herein)) and/or plat submitted to the City for development within the Property shall include a written consent by Landowner (which consent is transferable by Landowner with notice of transfer provided to the City) for submittal of said application.

(g). Resubmittals. Any resubmittals that occur during the various development plan review processes provided for in this Section 4 shall not be classified as a “major modification” or determined to constitute a new application. After the review of the initial submittal of any of the applications set forth in this Section 4, the LUA and the TRX (only as to technical site plans) will only comment on changes made to the application by the applicant in response to the LUA’s and TRX’s (only as to technical site plans) comments and/or revisions since the last resubmittal.

(h). Lot Grading and Drainage Plan and Form. A Florida licensed surveyor will be responsible for preparing a lot grading and drainage plan for one (1) and (2) family residential homes. A Final Lot Grading and Drainage Certification Form (the “Form”) is a condition of issuance by the City of a building permit for one (1) and two (2) family residential homes within the Property.

Notwithstanding any City regulation, law or policy to the contrary, the Form shall be signed by the Engineer of Record (E.O.R.) for the homes subject to this development condition.

(i). Architecture. No architectural renderings, depictions, descriptions or other similar items are required as part of the development plan review process set forth in this Section 4. Architectural standards and/or regulations as provided for in Section 7(u) below will be handled by one (1) or more homeowners/property owners association, Community Development District, unit of special purpose government or other similar entity (an “Entity” or the “Entities”) with a written approval letter from the applicable Entity provided as part of technical site plan application as set forth in Section 4(c) above.

**SECTION 5. SUB-AREAS/PERMITTED USES/DENSITY AND INTENSITY.**

(a). Sub-Areas. The MPMU Comp Plan Provisions identify the various sub-areas allowed within the Property and consist of the Greenway Overlay (including Hamlets), Villages (including Neighborhood Centers), Village Centers, Regional Activity Center and Employment Center (the “Sub-Areas”) in the locations generally depicted on the MPD Master Plan attached as **Exhibit “B”**. The specific sizes, locations and configurations of the Sub-Areas will be determined at the time of the applicable technical site plan review as provided for in Section 4 above. The MPMU Comp Plan Provisions and this Development Agreement shall control for purposes of the permitted uses within the Property. This Development Agreement specifically supersedes the requirements in LDC Section 3.04.02, which requirements are satisfied in the MPMU Comp Plan Provisions and this Development Agreement. Below is an overview of each of the Sub-Areas.

(i). Greenway Overlay.

a. The MPD Master Plan conceptually depicts the Greenway Overlay as a system of interconnected greenways that together with the regionally

significant transportation network defines the development areas within the Property. The Greenway Overlay is envisioned to be a significant linkage with the Florida Wildlife Corridor and intended to provide ecological linkages to the larger statewide system and adjacent conservation lands. Uses within the Greenway Overlay may include a mix of uses including ecotourism, agritourism related uses, stormwater harvesting, water supply uses, public facilities, recreation, utilities and other uses as set forth in Table 2, Permitted Uses, below. At buildout at least fifteen percent (15%) of the Greenway Overlay will consist of upland buffers or other upland open space. The Greenway Overlay is also discussed in Section 12 below.

- b. Transition Zones. The MPD Master Plan generally depicts transition zones (“Transition Zones”) within the Greenway Overlay. The purpose of the Transition Zones is to minimize edge effects associated with the Greenway Overlay and adjacent land as well as to provide for compatible uses outside and adjacent to the Greenway Overlay. Per MPMU Comp Plan Provisions Policy 1.7.3.1, hamlets are enclaves of small scale residential settlements. Hamlets shall only be permitted within the Transition Zones and Villages. All residential uses are permitted within Hamlets as well as agricultural, agritourism, ecotourism, public, institutional, cultural, civic, recreational, entertainment, community gardens or other similar activities and said uses may be commercial in nature (“Hamlets”). The maximum

residential density within Hamlets is no more than one (1) unit per twenty (20) acres of the total Greenway Overlay at buildout which equates to a maximum of 425 residential units. Once developed, Hamlets will not be considered part of the Greenway Overlay. The allowance of Hamlets within the Property and the types of uses allowed within them is pursuant to this Subsection and the MPMU Comp Plan Provisions notwithstanding any contrary provision in this Development Agreement.

(ii). Villages.

- a. The MPD Master Plan also conceptually depicts Villages (e.g. North Village, East Village, etc.). Each Village will consist of one (1) or more residential neighborhoods with edges defined by the Greenway Overlay and/or the interconnected transportation network within the Property. Villages will be designed in a clustered and compact form, and each will contain at least two (2) different housing styles and types. At least ten percent (10%) of the area within each Village shall be retained in open space and recreation. All types of residential uses and ancillary type uses are permitted.
- b. Neighborhood Centers: Each Village shall have a centrally located Neighborhood Center to allow for civic, recreation and open space, institutional uses, neighborhood commercial, and public uses and facilities to create an identity and sense of place. At a minimum, Neighborhood Centers will include a central public gathering place such

as a park, amenity center, village green, square, plaza, community center or similar public spaces. Neighborhood Centers may also include residential, schools, places of worship, public buildings, office and personal service uses designed to serve the surrounding Village. Neighborhood Centers will be identified and depicted on the site plan at the time of the applicable Substantial Compliance application.

- (iii). Village Centers. A Village Center is a mixed use Sub-Area designed to serve the retail, service and civic needs of the surrounding Villages. As conceptually depicted on the MPD Master Plan attached at **Exhibit “B”**, the Village Centers are centrally located within a Village or at the entrances to a Village and/or located around the intersections of streets classified/defined in the LDC as collectors or higher. The Village Centers will allow a mix of uses and vary in size depending upon the surrounding population served, but in no case will each Village Center exceed two hundred (200) acres in size. Multiple Village Centers may be located where a single Village Center is designated on the MPD Master Plan attached as **Exhibit “B”**; if this occurs, the acreages of each Village Center shall not be aggregated provided the Village Centers are separated by a wetland system or the transportation network. The exact location and number of Village Centers will be finalized as part of the applicable technical site plan review(s) without the need to modify this Development Agreement.
- (iv). Regional Activity Center. A centrally located Regional Activity Center as conceptually depicted on the MPD Master Plan will serve as a regional destination for employment, civic, shopping, recreation, entertainment,

institutional, health care, education, hospitality, and/or residential. The Regional Activity Center is proposed to be located on and adjacent to the Matanzas Woods Parkway Extension (a/k/a Loop Road, Matanzas Woods Parkway Extension and Palm Coast Parkway Extension) which is a regionally significant transportation roadway within the Regional Roadway Network. The Regional Activity Center is approximately 947 acres satisfying the minimum two hundred (200) acre size set forth in the MPMU Comp Plan Provisions. A wide range of a mix of uses is allowed within the Regional Activity Center. The final location, acreage and boundaries of the Regional Activity Center will be finalized at the time of the applicable technical site plan(s) review.

- (v). Employment Center. The MPD Master Plan conceptually depicts the Employment Center Sub-Area located in the southeast portion of the Property along or in close proximity to the Florida East Coast (“FEC”) rail line and Regional Roadway Network (i.e. regionally significant roadways). The Employment Center will allow for a mixture of office, industrial, warehouse, supporting retail, supporting residential, civic, institutional and/or other similar uses.

**Table 1 Sub-Areas**

Land Use Sub-Area	Acreage**	Percent
Regional Activity Center	947	4.7%
Village Center	926	4.6%
Villages*	9,206	45.7%
Employment Center	564	2.8%
Greenway Overlay	8,501	42.2%
Total	20,144	100%

\*Includes Neighborhood Centers and Hamlets.

\*\* The above acreages are conceptual and subject to final engineering and permitting and as set forth herein, Land Use Sub-Area acreage includes roadways, uplands and wetlands outside the Greenway Overlay.

\*\*\* The final boundaries of the Greenway Overlay are subject to change as set forth in Section 12 below.

\*\*\*\* Notwithstanding the above Table 1, at least fifty percent (50%) of the total lands within an MPMU designation must be planned for recreation and open space uses as provided for in MPMU Comp Plan Provision 1.7.2.1. Recreation and open space uses within the Greenway Overlay count toward the percentage standard. Recreation and open space uses in the other Sub-Areas also count toward the percentage standard.

(b). Permitted Uses. The permitted uses within the Sub-Areas are as described in the MPMU Comp Plan Provisions and this Development Agreement, including Table 2, Permitted Uses, below. The permitted uses are subject to any conversions allowed pursuant to Section 9, an Amendment (as defined in Section 13 below) or Minor Modification (as defined in Section 13 below) to this Development Agreement as may be approved and any LUA interpretation as to a use not included in Table 2. In addition, the Landowner (in its sole and absolute discretion) may continue agricultural and/or silvicultural use of the Property consistent with the MPMU Comp Plan Provisions and this Development Agreement. For purposes of the development of the Property, density and intensity shall be as defined in MPMU Comp Plan Provisions Policy 1.7.3.1 and as further provided for in this Development Agreement.

The following Table sets forth the individual uses organized by Use Category (e.g. Civic, Nonprofit and Institutional, Industrial Uses, etc.) permitted in each Sub-Area within the Property. It is not possible to list each and every individual use which may be allowable within a Use Category and

Sub-Area. The intent is to categorize the uses and provide a sufficient number of illustrative or representative uses to allow other uses to be assigned by the LUA to a Use Category as they are proposed. There are no distance limitations or standards in relation to or between any permitted uses.

**Table 2 Permitted Uses**

<b>USE CATEGORY</b> P = Permitted Use - = Not Permitted	Greenway Overlay	Villages (North, Central, South, West, & East)	Neighborhood Centers	Villages Centers	Regional Activity Center	Employment Center
<b>Civic, Nonprofit and Institutional</b>						
Civic Uses: town hall, libraries, museums	-	P	P	P	P	P
Civic Uses: police, fire, postal service	P	P	P	P	P	P
Civic Clubs and Fraternal Organizations	-	P	P	P	P	P
Hospice Services	-	-	P	P	P	-
Hospitals	-	-	-	P	P	P
Houses of Worship/Religious Institutions	-	P	P	P	P	P
Nonprofit Organizations	-	P	P	P	P	P
<b>Eating, Drinking and Entertainment</b>						
Drinking Establishments including with outside seating (without outdoor entertainment)	-	-	P	P	P	P
Drinking Establishments including with outside seating (with outdoor entertainment)	-	-	P	P	P	P
Beer, Wine, and Liquor Stores (with or without tasting rooms)	-	-	P	P	P	P
Cafeterias, Coffee and Donut Shops, Snack Bars, Sandwich Shops, Delicatessens, Bakeries including with outside seating	-	-	P	P	P	P

<b>USE CATEGORY</b> P = Permitted Use - = Not Permitted	Greenway Overlay	Villages (North, Central, South, West, & East)	Neighborhood Centers	Villages Centers	Regional Activity Center	Employment Center
Microbreweries including with outside seating	-	-	P	P	P	P
Performing Arts Facilities (e.g. community playhouse, dinner theaters)	-	-	P	P	P	P
Takeout Places	-	-	P	P	P	P
Restaurants, Fast Food with/without drive through, with/without outside seating	-	-	P	P	P	P
Restaurants, Fast Casual, including outside seating	-	-	P	P	P	P
Restaurants, Sit-Down, including outside seating	-	-	P	P	P	P
Mobile Food Dispensing Vehicle or Temporary Commercial Kitchens including with outside seating and within MFDV parks, as a principal, accessory or ancillary use	P	P	P	P	P	P
<b>Educational Facilities</b>						
Elementary/Secondary Schools (public and private including charter schools)	--	P	P	P	P	P
Colleges/Universities	-	-	-	P	P	P
Trade Schools	-	-	-	P	P	P
<b>Industrial Uses</b>						
Manufacturing, Heavy	-	-	-	-	-	P
Manufacturing, Light	-	-	-	-	P	P
Material Recovery Facilities (e.g. recycling centers)	-	-	-	-	-	P
Data Centers	-	-	-	-	P	P
Borrow Pits	P	P	P	P	P	P

<b>USE CATEGORY</b> P = Permitted Use - = Not Permitted	Greenway Overlay	Villages (North, Central, South, West, & East)	Neighborhood Centers	Villages Centers	Regional Activity Center	Employment Center
<b>Laboratories</b>						
Medical and Diagnostic Laboratories	-	-	P	P	P	P
Dental Labs	-	-	-	P	P	P
<b>Office, Medical and Professional</b>						
Banks and Credit Unions (with or without drive-thru)	-	-	P	P	P	P
Building Contractors	-	-	-	-	-	P
Mail Order Facilities	-	-	-	-	P	P
Medical and Professional Offices	-	-	P	P	P	P
Outpatient Care Facilities/Standalone ER	-	-	P	P	P	P
Pharmacies (with or without drive-thru)	-	-	P	P	P	P
Scientific and Technical (e.g. architects, engineers, design, programming, and consulting)	-	-	P	P	P	P
Temporary Employment Agencies and Management Services	-	-	-	-	P	P
Veterinarians (without kennels/post-operative care only)	-	-	P	P	P	P
<b>Recreation and Tourism</b>						
Bed and Breakfast Inns	-	P	P	P	P	-
Electronic Game Promotion Establishments	-	-	-	-	-	-
Golf Courses, Driving Ranges, and Country Clubs	-	P	P	P	P	-
Entertainment (event space for outdoor events, community/farmers markets, open air markets, food	P	-	P	P	P	P

<b>USE CATEGORY</b> P = Permitted Use - = Not Permitted	Greenway Overlay	Villages (North, Central, South, West, & East)	Neighborhood Centers	Villages Centers	Regional Activity Center	Employment Center
truck events, functions, celebrations, live music, bars, pubs, charity events) including with outside seating with no limit on the number of times any of these uses are allowed to operate within a month, year or week						
Alcoholic Beverages, Production & On or Off-Site Sales including with outside seating	-	-	P	P	P	P
Hotels, Motels	-	-	P	P	P	P
Marina (Noncommercial)	-	-	P	P	P	-
Marinas (Commercial)	-	-	P	P	P	-
Agri and Eco Tourism	P	-	P	-	P	-
Passive & nature oriented recreational uses: including but not limited to canoeing/kayaking, equestrian (with no maximum number of horses), walking / hiking, bicycle trails, primitive camping, golf flyover.	P	P	P	P	P	P
Hunting operations (i.e. hunting leases, guided tours, hunting camps, hunt clubs)	P	-	-	-	-	-
Boat taxi, boat tours (motorized, nonmotorized)	-	-	P	P	P	-
Public Parks and Recreation Facilities	P	P	P	P	P	P
Recreation, Indoor	-	P	P	P	P	P
Recreation, Outdoor	P	P	P	P	P	P
RV Parks and Camps	P	-	-	-	P	P
Shooting and Target Ranges (indoor)	-	-	-	-	P	P
Charter business, outfitters, and supporting retail services	P	-	P	P	P	-

<b>USE CATEGORY</b> P = Permitted Use - = Not Permitted	Greenway Overlay	Villages (North, Central, South, West, & East)	Neighborhood Centers	Villages Centers	Regional Activity Center	Employment Center
Stadiums and Athletic/Sports Arenas (not associated with a primary use like a school)	-	-	-	-	P	-
<b>Residential</b>						
Single Family (Detached, Attached, Hamlets)	P	P	P	P	P	-
Accessory Dwelling Units	-	P	P	P	P	P
Cottages	-	P	P	P	P	-
Live/Work units	-	-	P	P	P	P
Boarding and Rooming Houses	-	-	-	-	-	-
Neotraditional Development	-	P	P	P	P	-
Multi-family (Apartments, Build for Rent, Condominiums), Two-family	-	P	P	P	P	P
Model Homes with or without sales office	-	P	P	P	P	P
Construction Trailers	P	P	P	P	P	P
Sales Trailers	-	P	P	P	P	P
Multi-family Mixed Use	-	-	P	P	P	P
Assisted Living Facilities, Nursing Homes	-	-	P	P	P	-
Caretaker's Dwellings	P	P	P	P	P	P
Community Residential Homes (1-6 persons)	-	P	P	P	P	-
Community Residential Homes (7 to 14 residents)	-	P	P	P	P	P
On-site dwelling units for agents or employees of principal use.	P	-	P	P	P	P

<b>USE CATEGORY</b> P = Permitted Use - = Not Permitted	Greenway Overlay	Villages (North, Central, South, West, & East)	Neighborhood Centers	Villages Centers	Regional Activity Center	Employment Center
Home Occupations (consistent with §559.955, Fla. Stat.)	-	P	P	P	P	P
Family Day Care Home	-	P	P	P	P	P
Dormitories	-	-	-	P	P	P
Transient Public Lodging Establishment, Nontransient Public Lodging Establishment, Timeshare, Vacation or Short-Term Vacation Rentals	-	P	P	P	P	P
<b>Retail Sales and Services</b>						
Art Dealers	-	-	P	P	P	P
Automotive Parts (e.g. accessories and tires)	-	-	P	P	P	P
Building Material Stores (paint, hardware)	-	-	P	P	P	P
Clothing and Accessory Stores (e.g. shoes and luggage)	-	-	P	P	P	P
Retail	-	-	P	P	P	P
Florists	-	-	P	P	P	P
Food and Beverage Stores (supermarkets and specialty foods) including outside seating	-	-	P	P	P	P
Furniture and Home Furnishings Stores	-	-	P	P	P	P
Home Improvement Centers	-	-	P	P	P	P
Large-Scale Retail Centers	-	-	-	P	P	P
Lawn and Garden Equipment and Supplies Stores	-	-	P	P	P	P
Model Home Sales Centers	-	P	P	P	P	P
Pet (domestic) Stores	-	-	P	P	P	P

<b>USE CATEGORY</b> P = Permitted Use - = Not Permitted	Greenway Overlay	Villages (North, Central, South, West, & East)	Neighborhood Centers	Villages Centers	Regional Activity Center	Employment Center
Plant Nurseries	-	-	P	P	P	P
Photo Finishing	-	-	P	P	P	P
Small Box Discount Stores	-	-	P	P	P	P
Sporting Goods, Hobby, Book and Music Stores	-	-	P	P	P	P
Used Merchandise Stores	-	-	-	P	P	P
<b>Service, Business</b>						
Printing and Publishing	-	-	-	-	-	P
All other business services	-	-	-	P	P	P
<b>Service, Personal</b>						
Adult Day Care Centers	-	-	P	P	P	P
Bail Bonding	-	-	-	-	-	-
Child Day Care Centers	-	-	P	P	P	P
Funeral Homes	-	-	P	P	P	P
Tarot Card, Psychic, and Palm Readings	-	-	-	-	-	-
Tattooing, Body Piercing, and other Body Art	-	-	-	-	-	-
All other personal service uses	-	-	P	P	P	P
<b>Service, Major</b>						
Heavy Construction and Land Excavation Contractors	-	-	-	-	-	P
Kennels and Animal Boarding	-	-	-	P	P	P

<b>USE CATEGORY</b> P = Permitted Use - = Not Permitted	Greenway Overlay	Villages (North, Central, South, West, & East)	Neighborhood Centers	Villages Centers	Regional Activity Center	Employment Center
Landscaping Services	-	-	-	-	-	P
Machine Shops and Tool and Die	-	-	-	-	-	P
Repair Services for Commercial and Industrial Machinery and Equipment	-	-	-	-	-	P
Truck Stops	-	-	-	-	-	P
<b>Training Facilities</b>						
Automobile Driver Schools	-	-	-	P	P	P
Technical/Trade Schools	-	-	-	P	P	P
Trucks and Heavy Equipment Driving Schools	-	-	-	-	-	P
<b>Utilities and Public Works</b>						
Dredge Spoil Disposal	P	-	-	-	-	-
Landfills (for nonhazardous, organic debris or construction debris only)	-	-	-	-	-	-
L P Gas Dealer and Bulk Storage	-	-	-	-	-	P
Lift/Pump Stations and Well Sites	P	P	P	P	P	P
Well and Septic & onsite treatment plants	P	P	-	-	-	-
Park and Ride Facilities	-	-	P	P	P	P
Helipad, primary or accessory	-	-	-	P	P	P
Power Distribution (electric and gas) Facilities (e.g. transmission, distribution, electrical substations, etc.)	P	P	P	P	P	P
Public Works Facilities (including but not limited to lift stations, electric facilities, etc.)	P	P	P	P	P	P

<b>USE CATEGORY</b> P = Permitted Use - = Not Permitted	Greenway Overlay	Villages (North, Central, South, West, & East)	Neighborhood Centers	Villages Centers	Regional Activity Center	Employment Center
Passenger Transit or Rail Stations	P	P	P	P	P	P
Solid Waste Transfer Stations	-	-	-	-	-	P
Wastewater Treatment Facilities	P	P	P	P	P	P
Water Supply Plants	P	P	P	P	P	P
Wireless Communication Facilities	P	P	P	P	P	P
Irrigation/Reservoir/Stormwater Harvesting	P	P	P	P	P	P
<b>Vehicle Sales, Rental, Service, and Repair</b>						
Automotive, Recreational Vehicle, and Boat Dealers	-	-	-	-	P	P
Car Washes	-	-	P	P	P	P
Commercial & Industrial Machinery & Equipment Rental and Leasing	-	-	-	-	-	P
Motor Vehicle Towing Services	-	-	-	-	-	P
Motorcycle Dealers	-	-	-	-	P	P
Athletic Training Facilities	P	-	P	P	P	P
Convenience Store with or without Fueling Stations (max 24 fueling positions)	-	-	P	P	P	P
Taxi and Limousine Services	-	-	-	-	-	P
Vehicle Rental/Leasing	-	-	-	P	P	P
Vehicle Repair	-	-	-	P	-	P
<b>Warehousing</b>						

<b>USE CATEGORY</b> P = Permitted Use - = Not Permitted	Greenway Overlay	Villages (North, Central, South, West, & East)	Neighborhood Centers	Villages Centers	Regional Activity Center	Employment Center
Mini warehouses, Office Warehouses and Self-Storage (including with outside storage)	-	-	-	P	P	P
Garage condominiums, private	-	-	P	P	P	P
Warehouse/Distribution Facilities (>50,000 sq ft) including with outside storage	-	-	-	-	-	P
Warehouse/Distribution Facilities (<50,000 sq ft) including with outside storage	-	-	-	P	P	P
Wholesale/Retail Fertilizer Sales	-	-	-	-	-	-
Railyard and rail service	-	-	-	P	-	P
<b>Agriculture, Silviculture, and Other</b>						
Equestrian Activities and Uses	P	P	-	-	P	-
Horses	P	P	-	-	P	-
Hunting operations (i.e. hunting leases, guided tours, hunting camps, hunt clubs)/Shooting Ranges	P	P	P	P	P	P
Camping/RV Park	P	P	P	P	P	P
Communication/Radio Towers	P	P	P	P	P	P
Farm Animals (other than horses)/Cattle	P	P	-	-	P	-
Forestry (Logging/Timber Tract Operations, plant nurseries)	P	P	P	P	P	P
Silviculture, bona fide uses	P	P	P	P	P	P
Cemeteries	P	-	-	-	-	P
Special & Temporary Events (i.e. seasonal or event parking)	P	P	P	P	P	P

<b>USE CATEGORY</b> P = Permitted Use - = Not Permitted	Greenway Overlay	Villages (North, Central, South, West, & East)	Neighborhood Centers	Villages Centers	Regional Activity Center	Employment Center
Pervious, unpaved parking	P	P	P	P	P	P
Roadways, Trails	P	P	P	P	P	P
Transit, autonomous	-	P	P	P	P	P
Agricultural Uses, bona fide uses (except feedlots)	P	P	P	P	P	P
Pine straw harvesting/Bee keeping/operations/palmetto berry harvesting	P	P	P	P	P	P
Parking garages/structures/lots	-	P	P	P	P	P

P = Permitted use.  
 Blank – Not Permitted.  
 Residential housing ownership may be for sale or for rent.

(c). Density and Intensity. The Property will be developed consistent with the MPMU Comp Plan Provisions and shall not exceed an overall residential density of 1.2 dwelling units per gross acre (“Maximum Property Density”) provided that the maximum density within Hamlets shall be provided as set forth in the MPMU Comp Plan Provisions and this Section 5 above. The maximum nonresidential intensity within any Development Parcel located in the Regional Activity Center and Employment Center Sub-Areas is a floor area ratio of one (1.0). The maximum nonresidential intensity within any Development Parcel located in a Neighborhood Center(s) and the Village Centers is a floor area ratio of 0.75. For purposes of this Development Agreement the term “Development Parcel” means that portion of the Property subject to an approved technical site plan and may include multiple contiguous parcels with multiple parcel numbers as identified by the County Property Appraiser. As by way of example, the approval of technical site plan X, which includes parcels with different parcel

numbers, results in the lands subject to said technical site plan being a Development Parcel. A Development Parcel or any portion of the Property may exceed the Maximum Property Density, provided that at MPD buildout as set forth in Section 8 the Maximum Property Density measured across the entire Property is not exceeded. As an example, a Development Parcel may contain a single family residential project with a density of seven (7) units per acre; this density is allowed provided the Maximum Property Density is not exceeded at buildout. Residential density, nonresidential intensity, gross acreage and floor area ratio are defined in MPMU Comp Plan Provisions Policy 1.7.3.1 and LDC Section 3.05.03 is superseded by the MPMU Comp Plan Provisions as to density calculation within the Property. Prior to the approval of the first Substantial Compliance application within the Property (or portion thereof), the Landowner will create a mechanism to track the amount and type of development.

**SECTION 6. CODE OF ORDINANCES/LDC APPLICABILITY.**

(a). The development of the Property shall proceed in accordance with the terms of this Development Agreement. The applicable provisions of the Comprehensive Plan, Code of Ordinances, the LDC, the Technical Manual and any other City law and regulation in effect as of the Effective Date shall govern the development of the Property. In the event of an inconsistency or conflict between the terms of this Development Agreement and the Code of Ordinances, the LDC, the Technical Manual and/or any other City law, regulation and/or policy, the terms and provisions of this Development Agreement shall prevail. Where the Development Agreement is silent as to a specific provision in the Code of Ordinances, the LDC, the Technical Manual and/or City law and/or regulation said provision shall apply to development of the Property (or portion thereof). In the event any future Code of Ordinances, the LDC, the Technical Manual and/or any other City law, regulation and/or policy is adopted it will apply to development of the Property provided the City Council determines (i) the

future law, regulation and/or policy is not in conflict with this Development Agreement and does not prevent the land uses, intensities or densities in this Development Agreement; (ii) the future law, regulation and/or policy is essential to the public health, safety or welfare and expressly applies to the Property; (iii) substantial changes have occurred in an applicable provision in this Development Agreement; or (iv) this Development Agreement is based on substantially inaccurate information supplied by the Landowner.

(b). The Landowner may request additional amendments, variances or deviations from the LDC and/or the Technical Manual consistent with the provisions in this Development Agreement, including Section 13.

**SECTION 7. DEVELOPMENT STANDARDS.** The provisions of this Section describe the development standards applicable to the Property. The LDC standards in Section 4.15 relating to nonresidential controlling master site developments and large scale commercial centers do not apply to the Property.

(a). Wetlands.

- i. Wetland category/classification, impacts and mitigation within the Property shall be pursuant to the St. Johns River Water Management District (“SJRWMD”) and U.S. Army Corps of Engineers (“Corps”) regulations (as applicable) and not to any City LDC or other regulations. Any wetland impact analysis report required as part of the development plan review process set forth in Section 4 above shall only consist of the appropriate SJRWMD and/or Corps permit application, including any wetland analysis report(s) and/or UMAM scores submitted with said permit application.

ii. Residential density is regulated by Future Land Use Policy 1.7.3.1 and as set forth in Section 5, which includes all wetlands and associated uplands to calculate gross residential density.

(b). Wetland Buffer/Building Setback. Upland buffers along wetlands to remain (not impacted) within the Property will be subject to SJRWMD permitting requirements and not the Code of Ordinances, LDC and/or the Technical Manual, including LDC Section 10.01. A ten (10) foot wide building setback will be provided from the upland buffers provided for in this Subsection 7(b) within the Property unless otherwise provided for herein. If the upland buffer is not included in a residential platted lot, the additional ten (10) foot wide building setback will not be required. Pervious trails, pathways, docks, utilities and road crossings, stormwater discharge and pond banks, passive recreation, open space environmental/historical learning area/facility/sign/kiosk and other similar uses/items may be located within the upland buffers and building setback except that for upland buffers subject to a conservation easement in favor of the SJRWMD allowed uses shall be pursuant to the applicable SJRWMD permit. Other uses (e.g. pool, cabana, shed, parking, signs, mechanical equipment, patio, porch, sidewalks, etc.) may be located in the building setback provided said use is not the primary use on the applicable parcel.

(c). Floodplain. Development within the Property will follow the Federal Emergency Management Agency (“FEMA”) rules and regulations and LDC Section 10.02 with regard to floodplain management except that for areas without base flood elevations determined as of the Effective Date (defined below), the threshold for preparing and submitting a Flood Insurance Study is defined to be when the proposed development area or grading limits within the Property or portion thereof fall within or adjacent to the mapped 100-year floodplain area as established by the applicable FEMA Flood Insurance Rate Map(s) (FIRM). Appeals and variances to these floodplain regulations

are permitted as set forth in LDC Section 10.02.09 provided the Landowner consents to the appeal or variance (which consent is transferable by Landowner with notice of transfer provided to the City as part of the submittal). The floodplain management provisions in the Code of Ordinances and LDC do not apply to agriculture or silvicultural uses, including LDC Section 10.02.17.

(d) Regional Roadway Network.

- (i). The roadways conceptually depicted on the MPD Master Plan as Matanzas Woods Parkway (a/k/a Loop Road, Matanzas Woods Parkway Extension and Palm Coast Parkway Extension), County Road (“CR”) 2209 Extension, Northern Connector, Southern Connector, CR 205 Connector, North-South Connector and CR 13 Connector are regionally significant roadways that traverse and/or are adjacent to the Property (the “Regional Roadway Network”). The Landowner may also identify additional roadways within the Regional Roadway Network as part of technical site plan submittal for the applicable roadway without modifying this Development Agreement. The Regional Roadway Network will be public and shall be dedicated to and maintained by the City, County or the Florida Department of Transportation (“FDOT”) as appropriate.
- (ii). The final location of the roadways within the Regional Roadway Network will be determined at the time of technical site plan review that includes said roadway(s) or portion thereof. The design of the roadways within the Regional Roadway Network will be consistent with the applicable recommended cross-section depicted in **Exhibit “B”** unless otherwise agreed to by the applicable maintaining governmental agency and the Landowner as part of the roadway

permitting process. Any modification to the location and/or design of a roadway (or portion thereof) within the Regional Roadway Network from the development conditions herein, including the recommended cross-sections, must be depicted on the applicable technical site plan and will not require a modification to this Development Agreement.

- (iii). A developer/builder may as part of the applicable technical site plan modify the recommended Regional Roadway Network cross-sections attached at **Exhibit “B”** and/or any applicable Code of Ordinances, LDC and/or Technical Manual provision to provide additional or unique streetscape elements such as sidewalks, on-street parking, lane widths, curb types, landscaping, street trees, paving or pavers, irrigation, signs, lighting, associated street furniture and other similar elements within or adjacent to the roadway rights-of-way (or portion thereof) within the Property. Any such streetscape elements will be owned and maintained by the appropriate governmental maintaining agency consistent with this Development Agreement. If a streetscape element is owned by a governmental agency, the streetscape element may be maintained by an Entity per an agreement with the Entity and the applicable governmental agency with ownership.
- (iv). The CR 2209 Extension portion of the Regional Roadway Network will have an FDOT Access Classification 3/4. The Matanzas Woods Parkway portion of the Regional Roadway Network will have an FDOT Access Classification 5. The remaining roads comprising the Regional Roadway Network will have an FDOT Access Classification 7.

- (v). The MPD Master Plan conceptually depicts some of the Conceptual Entrances to Parcels along the Regional Roadway Network within the Property. The final amount and location of these entrances may change as development progresses without the need to amend or modify this Development Agreement. These entrances will be subject to final survey, design and permitting by the applicable agency with permitting jurisdiction. The provisions related to cross-access easements and joint use driveways in LDC Section 5.02.04(A) will be adhered to in designing these entrances for any nonresidential uses fronting on the public Regional Roadway Network provided the applicable permitting agency with jurisdiction approves such access management provisions.
- (e). Internal Street Network.
  - (i). For purposes of this Development Agreement, the internal street network within the Property does not include the Regional Roadway Network. The development conditions in this Section 7(e) apply to the internal street network but not the Regional Roadway Network which is subject to Section 7(d) above. The internal street network may be private and/or quasi-public and shall be conveyed to one (1) or more Entities for ownership and maintenance.
  - (ii). Gated communities are allowed by right within the Property. Neighborhoods or subdivisions and multi-family developments may include gated features to their entry points provided the gated feature is included as part of the applicable technical site plan review or if said gated feature is added after development as part of an amendment to an approved technical site plan only as to the gated feature.

- (iii). Consistent with Comprehensive Plan Transportation Element Policy 2.2.1.2 two (2) external connections will be provided for any new residential subdivision or development with over one hundred (100) dwelling units or if the residential development accesses a street of 2,500 feet in length or more. If two (2) external connections are required as set forth herein, one (1) external connection shall be designated as the primary connection and the other connection as the secondary connection on the applicable technical site plan. A secondary connection may be designed as an emergency access connection subject to approval of the City Fire Chief. The access requirements set forth in the Code of Ordinances, LDC and/or Technical Manual, including LDC Section 5.02.04, shall not apply to the internal street network within the Property. Notwithstanding anything herein to the contrary, the LUA may allow only one (1) external connection provided the entry is a single divided entry where each entry allows for a minimum of twenty (20) feet of horizontal clearance and safety is not compromised.
- (iv). Roundabouts, as supported by the Comprehensive Plan, are allowed by right within the Property.
- (vi). The MPD Master Plan attached as **Exhibit “B”** includes recommended cross-sections for the internal street network within the Property. The cross-sections may be modified in coordination with the LUA as part of the applicable technical site plan approval without the need to modify this Development Agreement.

- (vii). Local roadways within the Property within the portions of the Hamlets that serve ten (10) or less homes and the Greenway Overlay Sub-Area may be constructed with unpaved stabilized materials, including as a stabilized low impact road, at the discretion of the developer/builder.
- (viii). In order to design a walkable community, the following roadway standards will be applicable to the construction of roads within the Property as a condition of development. The specific engineering detail applicable to each roadway is subject to technical site plan review and may be modified during said review without the need to modify this Development Agreement.

(a). Reduction of the Minimum Intersection Curve Radius.

Intersection curve radius standard(s) in the Code of Ordinances, the LDC and/or the Technical Manual applicable to the roadways (or portions thereof) within the Property may be reduced provided at the time of the applicable technical site plan the factors, including, but not limited to the below are considered:

- i. Adequate or appropriate turning movements for emergency and service vehicles as determined by the LUA.
- ii. Increase structural design of pavement outside of the roadway which may lie within the vehicles turning movement.
- iii. Use of rollover curbs.

(b) Reduction of the Minimum Centerline Radius. The centerline radius standard(s) in the Code of Ordinances, the LDC and/or the Technical Manual applicable to the roadways (or portions thereof) within the Property may be reduced, provided at the time of the applicable technical site plan the factors, including, but not limited to the below are considered

- i. Adequate or appropriate vehicle turning radius.
- ii. Adequate or appropriate site distance.
- iii. Designation of appropriate design speed.

(c). Reduction or Elimination of Corner Clips and Radii. Corner clips and corner curb radii standard(s) in the Code of Ordinances, the LDC and/or the Technical Manual applicable to the roadways (or portions thereof) within the Property may be reduced or eliminated if an applicant demonstrates to the LUA that all utilities may be accommodated, and adequate site distance exists.

(d). Variations in the Location of Utilities. Because of the potential urban character of certain roadways (or portions thereof) within the Property, specific utility location adjustments or special utility corridors will be identified as part of technical site plan approval for the applicable roadway (or portion thereof). Where utilities are under pavement, specific

agreements between the maintaining agency and the Landowner will be prepared defining responsibility for the routine maintenance and for the restoration of extraordinary features (trees, landscaping, pavers, street furniture, etc.) in the event of utility repairs. Utility and utility duct bank corridor locations will be developed in cooperation with the City.

(e) Streetscape Guidelines.

i. A developer/builder may as part of the applicable technical site plan modify the recommended cross-sections attached at **Exhibit “B”** and/or any applicable Code of Ordinances, LDC and/or Technical Manual provision to provide additional or unique streetscape elements as set forth herein and/or elements such as sidewalks, on-street parking, lane widths, curb types, landscaping, street trees, paving or pavers, irrigation, signs, lighting, associated street furniture and other similar elements within or adjacent to the roadway rights-of-way (or portion thereof) within the Property. Any such streetscape elements will be owned and maintained by an Entity.

ii. The minimum horizontal clearance of street trees, street furniture and other elements adjacent to travel lanes shall be four (4) feet from the back of curb. Horizontal clearance for street trees and light poles may be reduced to two (2) feet where a non-mountable curb is part of the applicable streetscape and provided there is no on-street perpendicular or angled parking adjacent to the streetscape. Roof overhangs, balconies, awnings and signs may extend a maximum of six (6) feet over sidewalks with a minimum eight (8) foot clear distance from the finish grade of the sidewalk. The applicable technical site plan shall depict dimension and design details for all additional or unique streetscape elements. Unless otherwise approved by the LUA, water, sewer and stormwater collection and distribution mains are not permitted under overhangs.

(f) Reduction of Minimum Driveway/Roadway Intersection Angle. In some cases, traditional street design based on grids and geometric forms may dictate roadway intersections less than the minimum angle set forth in the Code of Ordinances, the LDC and/or the Technical Manual. The LUA may approve a

reduction of the intersection angle provided that the following minimum standards are met, including:

- i. demonstration that adequate site distance exists,
- ii. use of traffic control devices,
- iii. demonstration of adequate and safe vehicle movement, and
- iv. demonstration of safe pedestrian crossings.

(g) Reduction of Travel Lane Width for Local Residential and Commercial Streets. Unless otherwise agreed to by the Landowner and the LUA or as set forth in the cross-sections attached as **Exhibit “B”**, all street lane widths will be twelve (12) feet. Local street lane width may be reduced to ten (10) feet by a developer/builder for certain residential and commercial local streets if adequate on-street and/or off-street parking is available for patrons and residents.

(f). Landscaping.

- (i). Agricultural and Silvicultural. Nothing in this Subsection 7(f) shall be construed to prohibit or otherwise limit the agricultural and silvicultural and related uses existing on the Property as of the Effective Date (as defined below). These uses may continue as provided for in this Development Agreement and will not trigger the need for any tree permit/preservation/protection/replacement and/or landscaping requirements.

(ii). Tree Preservation, Protection, and Replacement.

- a. For purposes of the Property, pine species (*Pinus* sp.) that is a part of or was a part of bona fide agricultural/silvicultural operations shall be considered non-protected trees and exempt from all surveying/count/inventory, tree permit/protection/preservation, specimen or historic tree classification, specimen and historic tree preservation percentage calculations, tree removal, tree mitigation standards and replacement standards in the Code of Ordinances, LDC, Technical Manual and/or any other City regulation or policy regardless of diameter at breast height (DBH) except as otherwise provided in this Section 7(f).
- b. Bona fide agricultural/silvicultural operations (including those in existence on the Property as of the Effective Date) are permitted on any portion of the Property, including a Development Parcel (or portion thereof), prior to the commencement of horizontal construction to facilitate residential or nonresidential development on the applicable parcel. If the above occurs, a tree removal permit or its functional equivalent (e.g. building permit) and the requirement to provide a tree inventory, count, survey or other similar analysis of the trees on the portion of the Property subject to the horizontal construction shall not be required. As part of any bona fide agricultural/silvicultural operation, including those allowed under MPMU Comp Plan Provisions Policies 1.7.3.2 and 1.7.3.3 and herein, there is no requirement to replace or

mitigate any protected tree, historic tree or specimen tree or to maintain any amount/density of these types of trees after issuance of any Early Clearing/Grading Permit (as defined in Section 10). Notwithstanding anything to the contrary, any tree remaining after tree harvesting due to a bona fide agriculture/silvicultural operation, including any tree removed from a Development Parcel to another area of the Property, is allowed to be used by the Landowner toward the minimum tree requirements and/or as tree mitigation (including tree density) regulations associated with residential and/or nonresidential development provided it meets the minimum size requirements for new tree plantings.

- c. Trees removed within a permitted wetland impact area are not subject to tree mitigation requirements. Trees located within a preserved wetland or upland buffer, including those used to mitigate for wetland impacts within the Property per any regulatory permit (e.g. SJRWMD), the Greenway Overlay and/or conservation easements, are allowed to be used for tree preservation/mitigation credits and/or toward any landscape requirements (e.g. tree density) anywhere within the Property. Tree preservation within areas subject to a conservation easement, the Greenway Overlay, an upland buffer, a building setback or a designated tree protection area shall count toward the tree preservation standards. Any tree (e.g. protected, specimen, historic) used to satisfy tree preservation and/or mitigation is also allowed to

satisfy the tree density requirements applicable to the development of the Property.

- d. A developer/builder of a Development Parcel (or portion thereof) that is not subject to bona fide agricultural/silvicultural operations prior to horizontal construction to facilitate residential or nonresidential development on the applicable portion of the Property may submit a tree inventory for protected trees in lieu of a tree survey. In such circumstances, a tree inventory will be provided by an International Society of Arboriculture (ISA) certified arborist, registered landscape architect or a surveyor who will undertake a field visit observation and list protected trees to be removed including size and species but not location within the applicable Development Parcel (or portion thereof). The location of any specimen or historic trees within a Development Parcel (or portion thereof) will be depicted on a tree survey prepared by a licensed surveyor notwithstanding any contrary language in this Subsection. The developer/builder will be subject to the tree mitigation standards in the LDC in this situation unless otherwise stated in this Development Agreement.
- e. In the event tree mitigation standards apply as set forth in Subsection 7(f), including tree density and in LDC Section 11.02.03, the standards shall be measured and/or satisfied anywhere within the Property and not on an individual Development Parcel basis or on a specific portion of the Property. For clarification the phrase “on a site” or “on the site”

within the City regulations, including the LDC, shall refer to the overall Property so that tree mitigation standards may be met anywhere within the Property. Tree mitigation may be banked and applied to future Development Parcels or any portion of the Property. In no event shall tree mitigation applicable to the Property exceed the minimum tree density applicable to the overall Property development. This subsection does not apply or impact plantings not part of tree mitigation, which will be provided on a project by project basis (e.g. not a substitute for the landscape standards and tree density applicable to individual residential lots). Tracking of tree mitigation banking will be included in any applicable technical site plan submittal consistent with Section 4 above.

- f. All pine (*Pinus* sp.) trees planted, except as part of bona fide agricultural/silvicultural operations, that are part of an approved landscape plan for residential or nonresidential development within the Property or portion thereof will become protected and can be used to meet the minimum tree requirements. Any such protected pine trees must meet up to seventy percent (70%) of the minimum tree requirements set forth in the LDC to satisfy the minimum tree requirements for a residential or nonresidential development within the Property or portion thereof.
- g. Stormwater ponds will provide a ten (10) foot wide low maintenance zone as measured from the normal water line. This low maintenance zone is in lieu of littoral zones and littoral plantings as set forth in LDC

Chapter 11. The low-maintenance zone shall be an area that is managed to limit the use of fertilizer and may consist of bahia turf and/or native plantings which are planted and managed to minimize the need for fertilization, watering and mowing. The low-maintenance zone will also fully satisfy all pond perimeter planting, wet pond planting area and littoral zone standards in LDC Chapter 11.

(iii) Landscape Covenants and Restrictions.

- a. Residential development within the Property shall be subject to private covenants and restrictions as implemented by an Entity(ies). Review of single-family home landscape plans and any landscape inspections are the responsibility of the applicable Entity. The Entity, once established, shall not require annual recertification by the City and City review and inspection of individual single family residential landscape plans shall not be required. No earlier than approval of a plat (as set forth herein) for single family units within the Property, the plat applicant will identify the proposed Entity responsible for the landscape review for the units subject to said plat.

(iv) Landscaping and Buffer Requirements.

- a. Street Trees. Within subdivisions, street trees are allowed to be planted within the right-of-way or within fifteen (15) feet of the right-of-way line subject to sight distances, clear zones, and utility conflicts. Street trees shall be provided at a rate of one (1) every seventy-five (75) feet on center along neighborhood collector roads. Street trees may be

clustered and exceed the seventy-five (75) foot spacing standard. Street trees are not required along roads in which trees are identified on the applicable technical site plan as being cleared. Existing preserved trees within the right-of-way or within fifteen (15) feet thereof may be credited toward the street tree standards. Notwithstanding anything herein to the contrary, street trees may be clustered and are not required to be evenly spaced, provided the overall planting ratio and shading standard is met. Understory trees or palms may be substituted for shade trees at a two for one (2:1) ratio and palm trees at a three for one ratio (3:1).

b. Specific Landscaping Requirements for Developments.

i. Multi-Family and Non-Residential development.

Foundation Plantings. Planting beds with a minimum width of four (4) feet shall surround a minimum of forty percent (40%) of the multi-family and/or nonresidential primary building elevation excluding areas adjacent to building entry, doors, fountains, benches and sculptures, drive-thrus, gas stations, convenience stores and canopies, places of large assembly, big box stores, loading areas, and bank tellers. Planting beds may be adjusted to distribute the calculated area required anywhere along the perimeter of the building, including parking islands along building perimeter parking. Foundation plantings may be concentrated along primary building facades visible from public

roadways. No additional enhanced foundation standards will apply along specially designated roadways, including those listed in LDC Table 11-5.

ii. Industrial developments.

Foundation plantings. Planting beds at least four (4) feet wide shall be planted adjacent to at least forty percent (40%) of industrial front building elevations, no minimum percentage of street side elevations shall be required. Areas adjacent to building entry, doors, benches, fountains or sculptures, loading areas, and drive-thrus are excluded from these calculations. Planting beds may be adjusted to distribute the calculated area required anywhere along the front or street side building elevations, including parking islands along building perimeter parking.

iii. Single Family, and Attached Single Family (Duplex, Townhomes).

On single family and attached single family lots sized forty-five (45) feet wide or greater the more restrictive of the following standards will apply to the lot: (a) a minimum of one (1) shade tree shall be provided, preferably in the front yard, or (b) one (1) tree per 2,500 square feet of the lot area consistent with LDC Section 11.03.02(D). When planted in the front yard within fifteen (15) feet of the right-of-way, this tree(s) may meet both

the street tree and lot planting requirements. No additional minimum shrub or foundation planting standards shall apply to single family and attached single family lots including the standard in LDC Section 11.03.02(D).

- c. Parking Island Placement. For uses that require large parking demands such as arenas, regional sports facilities, amusement areas, amphitheaters, big box stores (nonresidential stores or shopping centers totaling 150,000 enclosed gross square feet or more), etc., the landscape island spacing requirement shall not be enforced provided that the overall internal landscaping equal to a minimum of ten percent (10%) of the vehicular use area is provided either within the vehicular use area or around the perimeter of the vehicular use area. For all other uses, parking rows may contain up to ten (10) consecutive parking spaces without a landscape island, provided that overall internal landscaping equal to a minimum of ten percent (10%) of the vehicular use area is provided. Structural soil, pervious pavement or alternative tree rooting methods may be used in lieu of minimum island size requirements. Tree island spacing may be increased to allow for preservation of existing trees where appropriate.
- d. Perimeter Buffer. For the purposes of this Development Agreement, all uses internal to the Property are considered compatible and not subject to perimeter buffer requirements, including, but not limited to, the perimeter buffer standards in LDC Chapter 11, Section 11.03.05 and

Buffer Types A through G. Notwithstanding this, the Landowner at its sole discretion may decide to implement and create private internal perimeter buffer standards (e.g. width, material, etc.) between certain developments within the Property (“Internal Perimeter Buffer Standards”). Any Internal Perimeter Buffer Standards will be implemented and enforced by an applicable Entity(ies).

- e. Nonapplicable Buffers. The buffer standards for the portion of Matanzas Woods Parkway and Palm Coast Parkway that may extend into the Property do not apply.
- f. Espanola Buffer. For the portion of the Property adjacent to Espanola, as depicted on the MPD Master Plan, a minimum average fifty (50) foot wide vegetative or planted buffer shall be provided. An applicant for any technical site plan that includes lands adjacent to Espanola shall identify whether the buffer is vegetative and/or planted on the applicable technical site plan. If a planted buffer is provided it shall include evergreen canopy trees every fifty (50) feet on center and understory trees every twenty (20) feet on center. Existing preserved vegetation within this buffer may satisfy this standard. If averaged, the buffer shall be no less than twenty-five (25) feet wide and required plant material may be clustered. This buffer shall count toward the recreation and open space standard in MPMU Comp Plan Provision Policy 1.7.2.1. Uses allowed within this buffer shall be consistent with the uses allowed in the upland buffers (not subject to a conservation easement in favor of

the SJRWMD) described in Section 7(b). The upland buffer and building setback provided for in Section 7(b) are permitted within this buffer.

- g. Upland Buffer Planting. Upland buffers as set forth in Section 7(b) above that are impacted during the course of residential or nonresidential development within the Property or portion thereof shall (i) be replanted at the following rates: Trees: one (1), seven (7) gallon tree for every two thousand (2,000) square feet impacted; Shrubs: one (1), one (1) gallon shrub per three hundred (300) square feet impacted, and one (1), one (1) gallon native grass per fifty (50) square feet impacted or (ii) in lieu of (i) upland buffers will be subject to SJRWMD, Florida Department of Environmental Protection (“FDEP”) and/or Corps recommendations as provided for in a permit from the applicable agency. Upland buffer plantings shall be native species. Preserved native vegetation may be credited toward these replanting requirements.

(g.) Signage. The development of the Property is envisioned to establish its own level of placemaking and be consistent with an overall community theme that is carried throughout. As such the following signage program is established to maintain a consistent approach to signage within the Property and supersedes the sign regulations in the Code of Ordinances, LDC and/or the Technical Manual, including LDC Chapter 12. The Landowner or an Entity(ies) may further regulate these signage standards (e.g. reduce signage height) in private covenants, restrictions or other similar documents provided the regulations are consistent with this Section. The Landowner and/or applicable Entity may adopt and enforce more restrictive private signage guidelines, architectural standards or

signage programs within the Property or portions thereof, provided such guidelines, standards or programs do not exceed the maximum allowances established in this Development Agreement unless otherwise approved by the City.

(i). Sign Location. No sign within the Property or associated with development of the Property shall be considered off-site. Signage may be located anywhere at the discretion of the Landowner without regard to land ownership. Signage is also allowed within the right-of-way as provided for herein.

(ii). Sign Area. Sign Advertising Display Area (ADA) is the surface area encompassed within any one (1) geometric figure which would enclose all parts of the sign display but excluding architectural features, the structural supports for a sign, whether they be columns, pylons, or a building or part thereof. In calculating the area, common shapes shall be used. Based on the design of the sign, the applicant may break down complex forms into up to three (3) component simple forms; however, all pertinent area shall be included.

Sign copy that is mounted, affixed, or painted on a background panel or area distinctively painted, textured, or constructed as a background for the sign copy, is measured as that area contained within any one (1) geometric figure that will enclose both the sign copy and the background.

If a sign has two (2) display faces, and the interior angle between the two (2) faces is sixty (60) degrees or less, then the sign area is one (1) sign face only; however, if the two (2) faces are of different sizes or shapes, then the larger is used. If the sign has two (2) display faces, and the interior angle between the two (2) faces is greater than sixty (60) degrees, then the sign area is the sum of

the areas of the two (2) faces. If a sign has three (3) or more faces, then the sign area is equal to fifty percent (50%) of the aggregate area of all sign faces. No single face shall be greater than the maximum advertising display surface area of the sign. The area of a spherical, free form, sculptural, or other nonplanar sign is fifty percent (50%) of the sum of the areas, using only the four (4) vertical sides of the smallest four (4) sided polyhedron which will completely enclose the entire sign structure. The Landowner may establish alternative methods of sign area allocation, including the transfer of allowable ADA between wall signs, freestanding signs, blade signs, canopy signs and other permitted sign types within a Development Parcel or portion thereof provided the total allowable ADA is not exceeded.

- (iii). Sign Height. Free-standing or ground signs shall be measured as the vertical distance from the crown of the road, other than an elevated roadway, immediately adjacent to the structure or from the existing natural grade immediately adjacent to the structure, whichever is higher. The sign height regulations are set forth in Table 4, Signage Standards, below. The Landowner may further restrict sign height within private guidelines.
- (iv). Sign Illumination. Except for automatic changeable message devices, all sign illumination shall have a color temperature between 2,500K (Kelvin) to 4,000K (Kelvin). Signs shall be either top-lit, ground-lit, or internally lit. Internally lit signs may include back-lit reverse channel letters or lit push-through acrylic where a direct light source is not visible. Sign lighting shall be shielded from view from roadways. The Landowner may impose additional restrictions on

illumination levels, brightness, animation frequency, color transition or hours of operation through private signage programs.

(v). Sign Modifications. Any modification to the provisions in this Subsection shall be processed as a Minor Modification as set forth in Section 13 below.

(vi). Signage Improvements in Public Rights-of-Way. The Landowner and/or Entity may place, construct and maintain signage and other associated improvements within the City or other applicable governmental maintaining agency public rights-of-way subject to approval by the applicable agency. This includes project identity signage within the Regional Roadway Network right-of-way outside the Property at connections to U.S. 1 and the future CR 2209 Extension. The Landowner or Entity (as applicable) shall be responsible for the following:

- a. Cost of installation and operation of any signage and associated improvement in the right-of-way;
- b. The cost of maintenance, repair and replacement of any right-of-way signage and associated improvement;
- c. Submittal of an application to the appropriate governmental maintaining agency for right-of-way permit review and approval;
- d. No right-of-way signage and associated improvements shall be installed as to obscure the field of vision of motorists, bicyclists or pedestrians along the right-of-way;
- e. If in violation of these provisions, or if the applicable governmental maintaining agency determines there are public health, safety or welfare issues warranting removal, the agency shall advise the permittee in

writing to remove all or any portion thereof of any signage and associated improvements within the right-of-way as requested by the agency at the permittee’s sole cost and expense. Should the signage and associated improvements not be removed as requested within thirty (30) days of written notification by the applicable governmental maintaining agency to the permittee, the agency shall have the right to remove the signage and associated improvements, and the costs of removal shall be paid by the permittee.

- (vii) Allowable Signs. The following Table 3, Allowable Sign Types, is a generalized list of allowable signs within the Property. Additional sign types may be allowable in accordance with the LDC. The inclusion of a sign type in Table 3 does not create an entitlement for any individual parcel or project. The Landowner or applicable Entity may limit, condition or prohibit certain sign types within the Property (or portion thereof) through private signage programs as set forth herein.

**Table 3 Allowable Sign Types**

PRIMARY SIGN TYPES	
Community Gateway Signs	Roof Signs <sup>2</sup>
Outparcel Signs	Building/Wall Signs
Project Identification Signs	Residential Monument Signs
Awning Signs	Commercial Monument Signs
Blade (Projecting) Signs	Wayfinding/Directional Signs
Under Canopy Signs	Painted Signs
Changeable (Electronic Display) Message Sign <sup>1</sup>	Window Signs and Graphics
OTHER SIGNS	
Real Estate Signs	Signage on Bus/Transit Stops
Garage Sale Signs	Banners <sup>3</sup>
Model Home & Sales Office Signs	Flags
Construction Site Signs	Autonomous Vehicle Signage

Political Signs	Temporary Signs
Sandwich Boards (A-Frame Signs)	Gas Pricers (Manual or Digital)/Gas Canopy
Regulatory Signs	Directory Signs
Drive-through Menu Board and Speakers Signs	Informational Signs
Street Address Signs	Interpretive Signs
Lifestyle Signs	Pylon Signs

1. Changeable Message (Electronic Display) Signs are limited to the Regional Activity Center and Village Centers and include signs with lighting or illumination that flashes, moves, rotates, vary in color and stock tickers and other similar signs. Digital gas pricers are not considered changeable message signs in the context of this Development Agreement.
2. Roof signs are limited to the Regional Activity Center and Village Centers.
3. Banners and community gateway signs shall be allowed to be placed across public streets, parks and open space areas within the Neighborhood Centers, Village Centers and Regional Activity Center to announce community events. Community gateway signs are also allowed to be placed across public streets, parks and open space areas within the Villages and Employment Centers. Banners are allowed on Development Parcels to advertise amenities, community features, events, and products.
4. All signs are subject to private design guidelines within the Sub-Areas.
5. Art installations, sculptures, and murals are exempt from these signage provisions. Art installations, sculptures and murals may be located within public (with approval by the LUA) and private rights-of-way and on buildings/structures.

**Table 4 Signage Standards**

SIGNAGE STANDARDS								
Sign Type <sup>1</sup>	Greenway Overlay	Villages	Neighborhood Centers	Village Centers	Regional Activity Center	Employment Center	Specifications	
<b>Community Gateway Sign</b>							Quantity:	8 Total
Primary Project Identification (entries to the Property along the Regional Roadway Network).		•	•	•	•	•	Advertising Display Area (ADA):	150 SF
							Width (max):	16'
							Height (max):	35' <sup>3</sup>
Primary Project Identification Overhead Guide Sign		•		•	•		Quantity	8
							Advertising Display Area (ADA)	300 SF
							Width (max)	20'
							Height (max)	16'

# SIGNAGE STANDARDS

Sign Type <sup>1</sup>	Greenway Overlay	Villages	Neighborhood Centers	Village Centers	Regional Activity Center	Employment Center	Specifications
<b>Outparcel Sign<sup>2</sup> (e.g. monument)</b>							Quantity: 1 Max/ Outparcel, 100 feet apart
Signage located on nonresidential sites		●	●	●	●	●	Advertising Display Area (ADA): 42 SF
							Width (max): 6'
							Height (max): 8'
<b>Project Identification Signs<sup>2</sup></b>							Quantity: Each Vehicular Entrance
Major Community Entry Signs for projects with a minimum of 300 units, or nonresidential development over 5 acres or with multiple tenants.		●		●	●	●	Advertising Display Area (ADA): 150 SF
							Width (max): 16'
							Height (max): 35' <sup>3</sup>
<b>Awning Signs<sup>4</sup> (as to additional hanging sign)</b>							Quantity: 1 per business if no wall sign is provided
Signs applied to awnings			●	●	●	●	Advertising Display Area (ADA): 10% of building façade/ 48 SF
							Width (max): N/A
							Height (max): N/A
<b>Blade (Projecting) Signs<sup>4</sup> (as to additional hanging sign)</b>							Quantity: 1 per business per facade
Non-residential signage generally located near an entrance to a business projecting from the building. These signs must provide a minimum of 8' vertical clearance			●	●	●	●	Advertising Display Area (ADA): 16 SF per face
							Width (max): N/A
							Height (max): N/A
<b>Under Canopy Signs<sup>4</sup> (as to additional hanging sign)</b>							Quantity: 1 per business per facade
Non-residential signs suspended under an overhang, canopy or awning. These signs must provide a minimum of 8' vertical clearance			●	●	●	●	Advertising Display Area (ADA): 16 SF per face
							Width (max): N/A
							Height (max): N/A

## SIGNAGE STANDARDS

Sign Type <sup>1</sup>	Greenway Overlay	Villages	Neighborhood Centers	Village Centers	Regional Activity Center	Employment Center	Specifications
<b>Changeable (Electronic Display) Message Sign</b>							Quantity: One per nonresidential parcel frontage for uses with more than 500 parking spaces
Digital signs used to convey information to visitors. These signs may be animated and in full color				•	•		Advertising Display Area (ADA): 200 SF
							Width (max): 20'
							Height (max): 25'
<b>Roof Sign</b>							Quantity: 1 per business
Nonresidential Sign mounted to the roof of a structure. The Landowner may prohibit roof signs within specific portions of the Property through private guidelines.				•	•		Advertising Display Area (ADA): 120 SF
							Width (max): 6'
							Height (max): 20'
<b>Building/ Wall Signs</b>							Quantity: N/A
Sign related to a specific business that is mounted to the building. The Landowner may require architectural integration standards, material restrictions, dimensional reductions or coordinated design themes through private signage programs.			•	•	•	•	Advertising Display Area (ADA): 10% of building façade/ 48 SF
							Width (max): N/A
							Height (max): N/A
<b>Residential Monument Signs</b>							Quantity: Each Residential Subdivision Entry
Community Monument Sign to secondary entrances and communities less than 300 units		•	•	•	•	•	Advertising Display Area (ADA): 48 SF
							Width (max): 15'
							Height (max): 6'
<b>Wayfinding/ Directional Signs</b>	•	•	•	•	•	•	Quantity: Along and within community rights-of-way

# SIGNAGE STANDARDS

Sign Type <sup>1</sup>	Greenway Overlay	Villages	Neighborhood Centers	Village Centers	Regional Activity Center	Employment Center	Specifications
Directional signage located along roadways to guide drivers through the community							Advertising Display Area (ADA): 32 SF
							Width (max): 6'
							Height (max): 8'
<b>Painted Signs</b>							Quantity: 1 per business
A form of mural that may include commercial advertising generally painted on a structure			•	•	•	•	Advertising Display Area (ADA): 32 SF – only for logo or branding, Mural not included in area
							Width (max): 3'
							Height (max): 12'
<b>Window Signs and Graphics</b>							Quantity: 1 per business per facade
Business signage applied to windows identifying the business name or function			•	•	•	•	Advertising Display Area (ADA): 24 SF
							Width (max): 3'
							Height (max): 10'

1. All signs may be double sided.
2. Multiple tenants may be located on each sign face.
3. Separate architectural features such as towers, columns, arches and the like may be included and may not exceed thirty-five (35) feet in height. Such signs may be externally illuminated. Multiple tenants may be located on each Sign panel.
4. Hanging building signs must provide at least eight (8) feet minimum vertical clearance above established grade and not exceed a maximum advertising display area of sixteen (16) square feet per face. Total signage area shall not exceed ten percent (10%) of the building façade (includes both façade and hanging signs). Building signs may be internally or externally illuminated. Awning signage shall count toward the maximum total signage area per building façade.
5. Minimum vertical clearance of Overhead Guide Sign above roadways shall be eighteen (18) feet.
6. Signage is permitted on all building facades. It may be internally or externally illuminated.
7. Any sign within this MPD may contain the overall project (MPD) branding not to exceed two (2) square feet per sign face in addition to the allowable ADA.
8. Pylon signs may be permitted as outparcel signs and subject to those standards.
9. A master signage program may reallocate sign area among wall, freestanding, blade, canopy, roof, and other permitted sign types within a Development Parcel, provided total allowable ADA is not exceeded.
10. Multi-tenant buildings may allocate total allowable signage among tenants at the discretion of the property owner, subject to overall ADA limits.
11. Architectural features such as towers, entry structures, arches, columns, or placemaking elements may exceed the height of the ADA, provided ADA limits are not exceeded.
12. The Landowner may designate specific corridors or areas where sign height, scale, quantity, or intensity is reduced below the maximum allowances provided herein.

(viii). Other Signs. Other signs shall be permitted as follows, subject to private signage guidelines where applicable:

- a. Real Estate Signs: Shall be in accordance with the LDC.
- b. Garage Sale Signs: Shall be in accordance with the LDC and Code of Ordinances Chapter 16, Article V, Garage Sales.
- c. Model Home and Sales Office Signs: One (1) on-site freestanding sign up to thirty-two (32) square feet per side. Up to four (4) flags or banners may be used.
- d. Construction Site Signs: Shall be in accordance with the LDC.
- e. Political Signs: Shall be in accordance with the LDC.
- f. Sandwich Boards (A-Frame) signs: Allowed within the Regional Activity Center, Village Centers, Employment Center and Neighborhood Centers. These signs shall be in accordance with the LDC.
- g. Regulatory Signs: Shall be in accordance with the LDC.
- h. Drive-Thru Menu Board and Speaker Sign: Shall be in accordance with the LDC.
- i. Lifestyle Signs: Lifestyle signs are signs consistent with the overall community theme that relays the assets of the community. These signs may only be erected by Landowner and may be within the right-of-way. These signs may be up to twenty (20) square feet each and located along the Regional Roadway Network.

- j. Signage on Bus/Transit Stops: Covered transit stops may have advertising signage up to twenty-four (24) square feet per side, maximum two (2) sides.
- k. Banners: Banners are allowed within the Regional Activity Center, Village Centers and Neighborhood Centers. Business banners shall follow the LDC. Community event banners may be up to forty-eight (48) square feet of area per side and may be placed over public roads to announce community events.
- l. Flags: Within the Regional Activity Center, Employment Center and Village Centers, each site may have up to three (3) flagpoles up to a height of fifty (50) feet in height. The Landowner may reduce flag height or quantity within specified portions of the Property.
- m. Autonomous/ Transit Vehicle Signage: Vehicle wraps for transit and public autonomous vehicles are not regulated under this MPD.
- n. Gas Pricer (Manual or Digital): Gas pricers may be either manual or digital. The area of a gas pricer shall be included on the sign area allowed for that business. Brightness, animation, dwell time and hours of operation of digital gas pricers may be further regulated by the Landowner through private standards.
- o. Gas Canopy: Gas canopy signage is allowed on each canopy up to twenty-five percent (25%) of the façade facing a street.
- p. Directory Signs/Informational: Signs generally located in nonresidential areas to guide pedestrians to different uses. Directory and

informational signs may be double-sided and may be up to twenty-four (24) square feet in area per face.

- q. Interpretive Signs: Interpretive signs are allowable throughout the MPD. Signs may be up to six (6) square feet each and are for the purpose of educating pedestrians. Corporate sponsorship logos are allowed on the signage.
- r. Directory/Street Address Signs: Allowed to identify the address and/or building number of a building/structure, parcel or other similar area. These signs shall have no locational standards from private or public rights-of-way.

(h). Improvements in Public Rights-of-Way. The Landowner and/or the applicable Entity may place, construct and maintain improvements within public rights-of-way dedicated to the City or other applicable maintaining governmental agency subject to approval by the applicable agency. These improvements may consist of signs as set forth above, fencing, stamps or marked decorative paving, pavers, landscaping, irrigation, lighting and decorative hardscape features including walls, columns and other structures subject to the terms and conditions contained herein. The Landowner or Entity (as applicable) shall be responsible for the following (except that as to signs the Landowner or Entity is subject to Subsection 7(g)) above:

- (i). Cost of installation and operations of any public right-of-way improvement;
- (ii). The cost of maintenance, repair and replacement of any public right-of-way improvement;
- (iii). Submittal of an application for public right-of-way permit review and approval;

- (iv). Placement, construction or installation of improvements within the public right-of-way that do not obscure the field of vision of motorists, bicyclists or pedestrians along the public right-of-way; and/or
- (v). Removal either permanently or temporarily of all or any portion thereof of any improvement within the public right-of-way as requested in writing by the applicable governmental maintaining agency if one (1) of the following occur:
  - (a) a violation of these provisions, (b) the City or applicable governmental maintaining agency determines there are public health, safety or welfare issues warranting removal or (c) the City must maintain or access the right-of-way for public health, safety or welfare issues. Any such removal is at the Landowner's or Entity's (as applicable) sole cost and expense. Should the improvements not be removed as requested within thirty (30) days of written notification by the applicable governmental maintaining agency, said agency shall have the right to remove the improvements and costs of removing them shall be paid by the applicable party.

(i). Site Development Standards. Table 5, Lot and Site Development Standards, below provides the lot and development standards for the allowed uses within the Property. Setbacks are measured in accordance with the LDC unless specifically set forth in this Development Agreement. Maximum FAR will comply with the MPMU Comp Plan Provisions and Section 5 above. Lot coverage and Impervious Surface Area (“ISR”) shall be shown on the applicable technical site plan for each Development Parcel. For purposes of calculating the ISR, surface water management facilities, such as retention ponds, shall be treated as pervious areas. Pervious pavement systems, structured parking

decks, rooftop amenities and stormwater management system(s) located beneath parking or buildings shall not count toward ISR.

<b>Table 5 Lot and Site Development Standards</b>						
<b>Community Form</b>						
<b>Design and Dimensional Standard</b>	<b>Greenway</b>	<b>Villages</b>	<b>Neighborhood Center (NC)</b>	<b>Village Centers (VC)</b>	<b>Regional Activity Center (RAC)</b>	<b>Employment Center (EC)</b>
<b>Maximum Form Size (ac)</b>	n/a	n/a	n/a	200 Ac	n/a	n/a
<b>Min Lot Area Square Footage</b>						
• Single-Family, detached	3,500	4,500	3,500	3,500	3,500	n/a
• Cottages, Tiny Homes (Fee Simple)	600	600	600	600	600	n/a
Single family, attached (Townhome, duplexes, triplex, quadplex)						
• Interior	1,500	1,800	1,800	1,500	1,500	n/a
• Exterior	2,500	2,800	2,800	2,500	2,500	n/a
• Multi-Family (apartments, cottages, condominiums)	n/a	15,000	15,000	10,000	10,000	10,000
• Nonresidential	5,000	0	0	0	0	0
<b>Min Lot Width (Feet)</b>						
• Single-Family, detached	40'	40'	40'	40'	40'	n/a
• Cottages, Tiny Homes (Fee Simple)	30'	15'	15'	15'	15'	n/a
• Single family, attached (Townhome, duplexes, triplex, quadplex)						
• Interior	15'	18'	18'	15'	15'	n/a
• Exterior	25'	28'	28'	25'	25'	n/a
• Multi-Family (apartments, cottages condominiums)	n/a	125'	125'	100'	100'	100'
• Nonresidential	50'	0'	0'	0'	0'	0'
<b>Max Lot Coverage by Buildings (Primary and Accessory building footprints)</b>						
• Single Family, detached	70%	60%	60%	65%	65%	n/a

**Table 5 Lot and Site Development Standards**

**Community Form**

<b>Design and Dimensional Standard</b>	<b>Greenway</b>	<b>Villages</b>	<b>Neighborhood Center (NC)</b>	<b>Village Centers (VC)</b>	<b>Regional Activity Center (RAC)</b>	<b>Employment Center (EO)</b>
<ul style="list-style-type: none"> <li>Cottages, Tiny Homes (Fee Simple)</li> </ul>	70%	85%	85%	85%	85%	n/a
<ul style="list-style-type: none"> <li>Single family, attached (Townhome, duplexes, triplex, quadplex)</li> </ul>	70%	50%	65%	70%	70%	n/a
<ul style="list-style-type: none"> <li>Multi-Family (apartments, cottages condominiums)</li> </ul>	n/a	45%	45%	75%	75%	n/a
<ul style="list-style-type: none"> <li>Nonresidential</li> </ul>	75%	50%	75%	75%	75%	75%
<b>Max Building Height (feet)</b>						
<ul style="list-style-type: none"> <li>Single Family, detached</li> </ul>	35'	35'	35'	35'	35'	n/a
<ul style="list-style-type: none"> <li>Cottages, Tiny Homes (Fee Simple)</li> </ul>	35'	25'	25'	25'	25'	n/a
<ul style="list-style-type: none"> <li>Single family, attached (Townhome, duplexes, triplex, quadplex)</li> </ul>	35'	35'	40'	40'	40'	n/a
<ul style="list-style-type: none"> <li>Multi-Family (apartments, cottages condominiums)</li> </ul>	n/a	55'	55'	55'	100'	55'
<ul style="list-style-type: none"> <li>Nonresidential</li> </ul>	55'	35'	35'	55'	200'	No Max.
<ul style="list-style-type: none"> <li>Mixed Use buildings</li> </ul>	n/a	n/a	55'	55'	55'	55'
<ul style="list-style-type: none"> <li>Accessory Structures</li> </ul>	35'	35'	35'	35'	35'	55'
<b>Min Single Family Residential Setbacks</b>						
<b>Single Family, detached</b>						
Front: Primary Structure	10'	15'	15'	15'	0'	n/a
<ul style="list-style-type: none"> <li>Front Facing Garage/ Carport</li> </ul>	20'	20'	20'	20'	20'	n/a
<ul style="list-style-type: none"> <li>Porch (if porch is at least one-third (1/3) the frontage of the front façade of the house)</li> </ul>	5'	10'	5'	5'	0	n/a
<ul style="list-style-type: none"> <li>Alley</li> </ul>	3'	3'	3'	3'	3'	n/a
Side:	5'	5'	5'	5'	5'	n/a
Rear, Primary Structure	10'	10'	10'	10'	10'	n/a
Rear, Garage/Accessory Structure	5'	5'	5'	5'	5'	n/a
Greenway Overlay Setback, minimum	10'	25'	50'	25'	25'	n/a

**Table 5 Lot and Site Development Standards**

**Community Form**

<b>Design and Dimensional Standard</b>	<b>Greenway</b>	<b>Villages</b>	<b>Neighborhood Center (NC)</b>	<b>Village Centers (VC)</b>	<b>Regional Activity Center (RAC)</b>	<b>Employment Center (EO)</b>
<b>Cottages, Tiny Homes (Fee Simple)</b>						
Front: 1 Primary Structure	10'	0'	0'	0'	0'	n/a
• Front Facing Garage/ Carport	20'	n/a	n/a	n/a	n/a	n/a
Side:	5'	0'	0'	0'	0'	n/a
Rear	10'	0'	0'	0'	0'	n/a
Greenway Overlay Setback, minimum	10'	25'	50'	25'	25'	n/a
<b>Single family, attached (Townhome, duplexes, triplex, quadplex)</b>						
Front: 1 Primary/Accessory Structure	10'	15'	10'	10'	0'	0'
1 Front Facing Garage/ Carport	20'	20'	20'	20'	20'	20'
Alley	3'	3'	3'	3'	3'	n/a
Side: 1 Interior	0'	0'	0'	0'	0'	0'
1 Exterior	10'	10'	5'	5'	5'	5'
Side Street, Exterior	10'	10'	10'	10'	10'	10'
Side, Accessory Structure	3'	5'	5'	5'	3'	5'
Rear, Primary Structure	10'	10'	10'	10'	5'	10'
Greenway Overlay Setback, minimum	10'	25'	50'	25'	25'	50'
<b>Min Multi-Family Setbacks (measured from parent parcel or ROW Line)</b>						
Front: 1 Primary Structure	n/a	20' interior/ 30' exterior	20'	0'	0'	0'
• Parking Garages	n/a	30'	20'	0'	0'	0'
• Garages and Carports	n/a	3'	3'	0'	0'	0'
Side:	n/a	20'	20'	0'	0'	0'
Side Street/Corner Lots	20% of Primary Front					
Rear:	n/a	20'	20'	0'	0'	0'

**Table 5 Lot and Site Development Standards**

**Community Form**

Design and Dimensional Standard	Greenway	Villages	Neighborhood Center (NC)	Village Centers (VC)	Regional Activity Center (RAC)	Employment Center (EO)
Accessory Structures	n/a	10'	5'	0'	0'	0'
Greenway Overlay Setback, minimum	n/a	25'	25'	25'	25'	50'
<b>Min Nonresidential Setbacks</b>						
Front:	0'	n/a	0'	0'	0'	0'
Side:	0'	n/a	0'	0'	0'	0'
Rear:	0'	n/a	0'	0'	0'	0'
Accessory Structures	10'	n/a	5'	0'	0'	0'
Greenway Overlay Setback, maximum	n/a	n/a	50'	50'	50'	50'
Impervious Surface Ratio (ISR)	75%	n/a	85%	85%	85%	85%

Table 5 Notes:

- Dimensional standards shall be measured project-wide, over the Development Parcel or from the parent parcel or ROW line for single family attached, multi-family or non-residential use and may be measured project-wide, over the Development Parcel or from the parent parcel or ROW line for single family detached. Standards may also be satisfied on a block by block, phase by phase or master/parent tract basis and such satisfaction will be depicted on the applicable technical site plan.
- Minimum lot size requirement for well and septic must be one (1) acre notwithstanding LDC Section 9.07.05(B)(4).
- For zero (0) lot line, building separation is subject to Florida Building Code and one (1) side setback is zero feet (0') with the other side setback seven and one-half feet (7.5').
- The setbacks for a multi-story building are subject to the standards in Table 5, and no additional setbacks are required regardless of the adjacent use. Setbacks may be reduced or eliminated where internal to the Property and where fire code and Florida Building Code separation requirements are met.
- Calculation of density and intensity shall be pursuant to the MPMU Comp Plan Provisions and Section 5 above.
- No residential unit shall have a minimum living area.
- Unusually tall structures (i.e. observation towers, silos, zipline towers, steeples, clock towers, etc.) are exempt from height restrictions except applicable Florida Building Code, FAA restrictions, etc. Mechanical equipment, elevator overruns, parapets, rooftop amenities, architectural features and structured parking decks shall not be included in height calculations.
- Building height is measured as set forth below.
- Pervious parking is not included in the ISR calculation.
- Mixed use buildings follow nonresidential dimensional standards. Parking structures shall not be subject to lot coverage limitations.
- The minimum building separation between multi-family buildings is twenty feet (20').
- Flag lots are permitted.
- For townhome residential uses, a minimum of two (2) attached units per building and a maximum of twelve (12) attached units per building are allowed.
- Any upland buffer and/or building setback set forth in this Development Agreement, including those provided in Sections 7(b) and (f), are permitted within any Greenway Overlay setback. The Greenway Overlay setback

*will be measured from the Greenway Overlay boundary to the applicable building and will not be in addition to any upland buffer and/or building setback.*

(j). Alternative Transportation.

(i) In order to promote alternative forms of transportation and reduce vehicle miles traveled and consistent with Comprehensive Plan Future Land Use Policy 1.7.1.3, a system of trails, sidewalks and/or pathways will be provided within the Property to provide interconnectivity between Property uses. As a condition of development, a trail, sidewalk and/or path will be provided within or adjacent to the right-of-way of certain roads as depicted on the cross-sections attached to the MPD Master Plan at **Exhibit “B”** and consistent with Table 6, Pedestrian Access, below. Any trail, sidewalk and/or path within the Property will be constructed in stages or phases consistent with the timing of development of the surrounding Property (or portion thereof) and will be depicted on the applicable technical site plan. The cross-sections and standards in Table 6 may be modified during technical site plan review of the applicable roadway without the need to modify this Development Agreement. The trails, sidewalks and/or pathways within or outside the Regional Roadway Network right-of-way will be owned and maintained by the City, County and/or FDOT, subject to any agreement between the applicable maintaining agency and an Entity to maintain and/or improve any trail, sidewalk and/or path. The trails, sidewalks and/or pathways within or outside the right-of-way of the internal street network (excludes the Regional Roadway Network) will be owned and maintained by one (1) or more Entities. Bicycle facilities may not be provided on all roads within the Property. LDC Section 9.02.03(E) does not apply to development of the Property.

**Table 6 Pedestrian Access**

Facility	Required	Width	Location
All Local Streets	Concrete Sidewalk * or Stabilized Path/Trail	5'	One side of the street
Minor and Major Collectors	Sidewalk	5'	Both sides of street
	OR		
	Concrete or Asphalt Multi-Use Path	10'	On one side of street
	Concrete or Asphalt Electric Vehicle Path	12'	On one side of street

\* Sidewalks are not required for cul-de-sacs with less than five residential lots.

\*\* Sidewalks, multi-use paths, paths and trails may be relocated, combined, deferred or substituted with alternative facilities when approved as part of the applicable technical site plan.

\*\*\* Hamlets of less than twenty (20) homes and other rural areas may be served by rural local roads or stabilized low impact roads that are not required to comply with the above sidewalk or stabilized path/trail standard.

(ii). Golf carts may be authorized by the City on public roadways, trails and pathways within the Property in accordance with Section 316.212, Florida Statutes. Such City authorization shall occur as part of the applicable technical site plan that includes said public roadway, trail and/or pathway within the Property that golf carts may traverse. Golf carts are allowed within private roadways, trails and/or pathways within the Property, and the owner of said areas will be responsible for creating golf cart operation requirements consistent with state law. As part of technical site plan review, the areas within the Property in which golf carts may traverse will be identified.

(iii). Notwithstanding any City regulation to the contrary, law or policy, low speed vehicles are allowed on streets within the Property consistent with State law,

including Section 316.2122, Florida Statutes. As part of technical site plan review, the areas within the Property in which low speed vehicles may traverse will be identified.

(iv). Notwithstanding any City regulation to the contrary, law or policy, autonomous vehicles and/or transportation are allowed within the Property consistent with Section 316.85, Florida Statutes. As part of technical site plan review, the areas within the Property in which autonomous vehicles and/or transportation may traverse will be identified.

(v). E-bikes are allowed within the Property subject to state and local laws.

(k). Lighting. Lighting shall be provided in accordance with the LDC. In addition, developers/builders may pursue Florida Fish and Wildlife Conservation Commission friendly lighting certification consistent with MPMU Comp Plan Provision 1.7.1.2.A. The LUA is permitted to provide exemptions to the LDC lighting standards and to approve light poles above thirty-five (35) feet.

(l). Habitat.

(i). A Habitat Conservation Management Plan(s) (“HCMP”) will be developed and implemented as part of any federal and state environmental permitting within or adjacent to the Greenway Overlay (or portion thereof). Upon permit issuance by the applicable regulatory agency (e.g. SJRWMD, Corps, etc.) in which a HCMP is required as part of permit issuance, a copy of the HCMP will be provided to the LUA. The applicable regulatory agency shall monitor the HCMP and require updates as needed as part of the environmental permitting process. Implementation of the HCMP will be the responsibility of the permittee.

- (ii). Regulations for endangered species, threatened species and species of special concern (“Species”) shall follow the applicable federal and/or state regulations. The listed species study referenced in LDC Section 10.04 shall mean any listed species study required as part of federal and/or state environmental resource permitting for development of the Property or portion thereof as set forth herein. Mitigation or protection of a Species located within the Property shall be pursuant to the applicable federal and/or state environmental resource permit associated with development of the Property or portion thereof as set forth herein.

(m). Water/Sewer/Reuse Utilities. The Landowner will negotiate a utility agreement(s) with the City in order for the City to provide potable water, sewer and reuse water service to the Property, or portion thereof, (“Utility Agreement”). Any Utility Agreement must be approved by City Council. If the Landowner is not a party to a Utility Agreement, the applicable party must provide to the City a written consent by Landowner prior to the City and applicable party(ies) beginning negotiations. All uses and infrastructure, including but not limited to, electric substations, transformers, water and sewer pump stations, well heads, treatment plants, etc., required for potable water, sewer and reuse water utilities within the Property or by the project utility provider are allowable by right within the Property and any Sub-Area. The location of such uses and infrastructure will be provided at the time the portion of the Property needing such use and infrastructure is subject to a technical site plan. Utility infrastructure may be constructed in phases and sized to serve future phases. Notwithstanding anything herein to the contrary, certain portions of the Property, including, but not limited to, the Greenway Overlay, Transition Zones and Hamlets, may not be located adjacent to central water, central sewer and/or reuse service. In those instances, private owned individual use wells, individual onsite sewage

treatment and disposal systems, package type wastewater treatment facilities and other similar facilities may be used to provide central water, central sewer and/or reuse water to the area/use provided the applicable developer obtains the necessary state permits. The minimum lot size for private owned individual use wells and individual onsite sewage treatment and disposal systems is one (1) acre.

(n). Fire Protection/Wildfire Mitigation. A wildfire mitigation plan(s) will be prepared by a forester, wildlife mitigation expert or a licensed landscape architect and submitted to the City at the time of technical site plan review for those portions of residential and nonresidential development within the Property located adjacent to wildfire hazard areas. For purposes of this Development Agreement “wildfire hazard areas” are areas of heavily wooded and vegetated areas posing a threat of wildfire impacts as determined by a forester, wildlife mitigation expert or a licensed landscape architect. The Landowner is responsible for preparation of the initial wildfire mitigation plan and implementation will occur as residential and nonresidential development within the portions of the Property adjacent to wildfire hazard areas obtain technical site plan approval. The wildfire mitigation plan(s) will address the following:

- (i). creation of building construction standards;
- (ii). reduction of fuel for fires through methods such as tree removal and pruning, prescribed burns, mechanical mowing, herbicide treatment and removal of dead plant material;
- (iii). access for emergency vehicles;
- (iv). a Firewise landscaping plan;
- (v). water supply and storage for fighting fire;
- (vi). coordination with the City Fire Services; and

(vii). a maintenance plan including provisions for inspection and enforcement by the City.

(o). Solid Waste. Solid waste collection services are available and will be provided by the City.

Private contractors may be used for nonresidential establishments and facilities.

(p). Dry Utility Lines/Telephone/Electricity/Fiber Optic. Non-water, sewer and reuse utilities, including, but not limited to, telephone, electric, fiber optic, cable, etc., may be located anywhere within the Property and will be provided in accordance with the LDC.

(q). Hurricane Evacuation. The Regional Roadway Network generally depicted on the MPD Master Plan will provide east-west connections increasing available evacuation routes.

(r). Water Conservation. Water conservation will be provided in accordance with Article V, Water Conservation Policy, Chapter 24 of the Code of Ordinances. Conservation strategies may include development standards such as Florida Water Star, Florida-Friendly Community, Florida-Friendly Landscaping and/or Florida Green Lodging standards of the voluntary program outlined in Article II, Green Development Program, Chapter 15 of the Code of Ordinances. Other strategies include enforcement of irrigation schedules.

(s). Fencing/Walls. Fences are a permitted accessory use within all Sub-Areas.

(i). Setbacks and placement. Fences may be located in easements so long as they do not interfere with utilities. Fences are allowed within all setbacks, upland buffers, building setbacks and buffers including within the Greenway Overlay and WUOSTZ Areas (defined below).

(ii). Height. The maximum height of fences measured from finished grade shall not exceed (a) ten (10) feet for nonresidential uses, (b) twelve (12) feet for civic or public recreation sports fields and (c) six (6) feet for residential uses. Fences in

front yards of residential uses may not exceed four (4) feet. Fences within the Greenway Overlay shall be selected to promote migration of animals.

(t). Building Height. Building height will follow Table 5, Lot and Site Development Standards, and measured per the LDC.

(u). Architecture. Development within the Property will be subject to private architectural standards and review and is exempt from LDC Chapter 13. The following standards apply to nonresidential and multi-family development within the Property.

(i). Color palette/exterior treatment and finishes shall generally be coordinated to follow natural elements such as brick or masonry, manufactured or natural stone, terra cotta, natural wood siding and including natural appearing substitutes for materials.

(ii). Building orientation: Buildings shall be oriented to the street with the primary entrance facing the street to engage the sidewalk. Building orientation shall minimize the appearance of service areas.

(iii). Articulation: Building facades shall include articulation consistent with the chosen architectural style and shall include a variety of features to provide sufficient articulation. Suitable articulation techniques include horizontal modulation, vertical modulation, covered entries at articulation intervals and/or projections of windows, balconies, entries, or stair enclosures.

(v). Pollution and Environmental Concerns. Development within the MPD is subject to Code of Ordinances Chapter 24, Article II.

(w). Fill. Fill from a stormwater pond, borrow pit or any other area of the Property may be used anywhere within the Property and at any time, except for those areas encumbered by a

conservation easement and in upland buffers unless the applicable regulatory permit is obtained to allow fill in these areas. LDC Section 4.03.03 as to soil extraction is not applicable to the Property.

(x). Cultural and Historic Resources. Development of the Property will adhere to LDC Section 10.05 related to cultural and historic resources, except that if any portion of the Property is determined to have a potentially significant or a significant cultural resource in areas proposed for development, the Landowner and City will adhere to any recommendations of the state historic preservation officer.

(y). Parking and Loading.

(i). The minimum parking and loading requirements within the Property will be consistent with LDC Section 5.04 unless otherwise provided for in this Development Agreement.

(ii). Minimum parking requirements are allowed to be met with any combination of off-street parking, central parking lots, parking structures, shared parking and other areas not located on the site the parking serves (e.g. off-site parking). For off-site parking, the parking must either be located within one thousand feet (1,000') of the building(s) or use(s) it serves or a shuttle, autonomous vehicle, or other type of transportation is provided from the parking to the building(s) or use(s) the off-site parking serves. On-street parking and parking on the side of a building is allowed to satisfy minimum parking requirements. LDC Section 5.04.08 does not apply to the Property provided that for shared parking and joint use facilities a licensed traffic engineer certifies in a shared parking analysis the amount of parking is adequate.

- (iii). Nonresidential off-street parking spaces and access ways shall not be located closer than five (5) feet from any side property line unless otherwise approved by the LUA.
- (iv). On-street parallel or angled parking shall be designed to promote traffic calming, pedestrian use, and shopping convenience.
- (v). To prevent over-parking that results in large expanses of unused paved parking, a parking demand study is allowed to be submitted at the time of the applicable technical site plan review to allow a reduction in the minimum required number of parking spaces for any specific use.
- (vi). On-street parking will not require a landscape buffer or other screening.
- (vii). Pool cabanas, bathhouses and similar structures shall not require parking when associated with a main facility building.
- (viii). Schools shall be exempt from the listed criteria and will comply with applicable local and state standards.
- (ix). There is no maximum parking space standard applicable to the Property development.
- (x). Parking spaces and loading spaces for any residential or nonresidential use within the Greenway Overlay Sub-Area and Hamlets are permitted to be designed and constructed with pervious or unpaved materials. Driveways and areas in which mobile food dispensing vehicles or temporary commercial kitchens may be located are allowed to consist of pervious or unpaved surfaces. The pervious or unpaved surfaces allowed herein shall be sufficient to allow for emergency access and be designed with a minimum six (6) inch compacted

crush-crete or approved equivalent twelve (12) inch compacted subgrade with a minimum L.B.R. forty (40).

- (xi). Parking spaces reserved for pick-up, drive-up, order ahead or other similar type use shall count toward the applicable parking minimum.
- (xii). Parking in a garage is not required for any use, including residential, notwithstanding LDC Section 4.01.03.

**Table 7 Parking Standards**

**Residential Development Parking**

<u>Use</u>	<u>Parking Spaces Minimum Required</u>
Single-Family (SF) & Duplex Homes (DH)	<ul style="list-style-type: none"> <li>• Two (2) spaces per dwelling unit (DU)</li> </ul>
Townhomes (TH), other Multifamily (MF) & Cottage, Triplex & Quadplex	<ul style="list-style-type: none"> <li>• 1.75 spaces per dwelling unit</li> </ul>

Parking will provided as set forth above, including, but not limited to, in off-street areas, garages, carports, or driveways or by parallel or angled (including ninety (90) degree) and on-street parking within public and private rights-of-way. For multi-family residential uses, required parking may be provided by tandem parking.

**Non-Residential Development Parking**

<u>Use</u>	<u>Parking Spaces Required</u>
Community Recreation Facilities	<ul style="list-style-type: none"> <li>• One (1) space per 600 square feet of enclosed main building area</li> </ul>
Cultural/ Institutional & Civic	<ul style="list-style-type: none"> <li>• One (1) space per 600 square feet of building area</li> </ul>
Retail Commercial	<ul style="list-style-type: none"> <li>• Four (4) spaces per 1,000 square feet on non-residential development</li> </ul>
Office / Flex Space	<ul style="list-style-type: none"> <li>• Based on Code for Individual use</li> </ul>
Office	<ul style="list-style-type: none"> <li>• Based on Code for Individual use</li> </ul>
Industrial	<ul style="list-style-type: none"> <li>• Based on Code for Individual use</li> </ul>
Hotel	<ul style="list-style-type: none"> <li>• One (1) space per room</li> </ul>

Unless specified otherwise in this Development Agreement, the parking calculation for nonresidential development shall be in accordance with the LDC for the developed use. Shared parking is allowed, provided the appropriate cross access easements are agreed

to by the parties. Parking is allowed in off-site lots or areas shared by several uses provided the number of spaces required for each use is provided. Additional parking is allowed at community facilities and is allowed to be shared with other adjacent sites. There will be no parking requirement for any facility considered accessory to a residential or nonresidential development.

- (xiii). As a condition of development, bicycle parking will be provided for multi-family and nonresidential uses. The minimum required number of bicycle parking spaces for multi-family and nonresidential uses shall be two percent (2%) of the required vehicular parking spaces. Bike racks shall be provided at all schools, recreation facilities, community facilities, shopping centers, and multi-family sites.
- (xiv). Loading spaces are permitted within off-street parking spaces used to satisfy minimum parking requirements. Loading spaces are permitted to be located on adjacent parcels or lots provided an easement is provided.
- (xv). Multiple drive-thrus are allowed for individual uses.

#### **SECTION 8. PHASING OF DEVELOPMENT/MIX OF USES.**

(a). The Property is proposed to be developed in three (3) phases as set forth below, unless tolled by statute, tolled pursuant to this Section and/or extended or the Landowner elects to accelerate the beginning date of a subsequent phase or phases. The end date of a phase shall not be affected by an acceleration of the beginning date. Unused development rights from prior phases shall carry over into subsequent phases until buildout.

(b). Notwithstanding the mix of use types set forth below, the ultimate mix of use types within the Property shall be pursuant to the Land Use Conversion Table attached as **Exhibit “C”** and Section 9 below and consistent with MPMU Comp Plan Provision Policy 1.7.2.2. The planned number of units and square footage described below may be developed anywhere within the Property

regardless of Sub-Area provided the use is allowed. The mix of uses below are not intended to operate as minimum levels of development or commitments to develop.

**Table 8 Land Use and Phasing**

Use Type	Units	Phase 1 2026-2036	Phase 2 2036-2046	Phase 3 2046-2056	Buildout Total
<b>Single Family Detached</b>	DU	4,465	3,915	7,060	15,440
<b>Single Family Attached</b>	DU	1,661	2,739	80	4,480
<b>Multi-Family</b>	DU	1,180	820	0	2,000
<b>Office</b>	SF	400,000	0	338,000	738,000
<b>Commercial</b>	SF	810,000	478,000	588,000	1,876,000
<b>Industrial</b>	SF	1,000,000	1,505,430	729,570	3,235,000
<b>Hospital</b>	Beds	100	0	0	100
<b>Hotel</b>	Rooms	920	115	0	1,035
<b>Soccer Complex</b>	Fields	20	0	0	20
<b>Sports/Entertainment Venue</b>	Seats	28,000	0	0	28,000
<b>Golf Course</b>	Holes	18	0	0	18

*Any unused development rights will carry over into subsequent phases. See also Section 9 below.*

(c). Notwithstanding LDC Sections 2.05.06. 2.14.01 and 7.06(C) and (D), the phasing, buildout and downzoning protection dates set forth herein shall control for purposes of the Property. This Section specifically supersedes the duration, timing and extension requirements in LDC Sections 2.05.06 and 2.14.01 applicable to MPD agreements. For purposes of this Development Agreement there is no commencement date.

(d). The buildout date is December 31, 2056. Notwithstanding the buildout date, this Development Agreement shall remain valid and effective for at least a period of thirty (30) years after the Effective Date (defined below) consistent with Section 163.3229, Florida Statutes. The duration of this Development Agreement may be extended pursuant to Chapter 163, Part II, Florida Statutes. Notwithstanding LDC Section 2.05.06(E) the parties acknowledge that it may be necessary and prudent for the City to grant multiple extensions in increments of more than one (1) year to the duration of this Development Agreement to allow for development of the residential and nonresidential mix of

uses as set forth herein. Therefore, the City agrees that it will not unreasonably withhold an extension to the duration of this Development Agreement in the event such an extension is sought by the Landowner.

(e). The development of any school, park/recreation, fire station, sheriff station, open space, places of worship, amenity center, community or civic center or other similar use is not included in the above mix of residential units or nonresidential development square footage for development purposes. Notwithstanding this these uses may be developed within the Property provided said use is allowed in the applicable Sub-Area.

(f). Until December 31, 2056, the approved development as set forth in this Development Agreement is not subject to downzoning, unit density reduction or intensity reduction, unless the Landowner consents to such change or the City can reasonably demonstrate (i) that substantial changes in the conditions underlying the approval of this Development Agreement have occurred, (ii) this Development Agreement was based on substantially inaccurate information provided by the Landowner, or (iii) that the change is clearly established to be essential to the public health, safety, or welfare.

(g). The time periods for the phasing dates, buildout date, downzoning protection date and any other such dates or deadlines within this Development Agreement shall be tolled during the period of any appeal or during the pendency of administrative or judicial proceedings relating to approval of the companion comprehensive plan amendment to designate the Property as MPMU on the Future Land Use Map pursuant to Chapter 163, Florida Statutes, the MPD rezoning and this Development Agreement and companion development permits. The phasing dates, buildout date, downzoning protection date and any other such dates or deadlines within this Development Agreement may be

extended as set forth in state law, including Section 252.363, Florida Statutes, without the need to modify this Development Agreement provided notice of the extension is provided to the LUA.

**SECTION 9. CONVERSION OF USES.**

The Landowner may increase or decrease the amount of a particular land use allowed within the Property without modifying or amending this Development Agreement, provided that (i) the changes are consistent with the Land Use Conversion Table attached as **Exhibit “C”** and MPMU Comp Plan Provision Policy 1.7.2.2 and Policy 1.7.2.3 and (ii) at the time of election of a land use conversion under the Land Use Conversion Table, the Landowner shall notify the LUA of the conversion in writing at least thirty (30) days in advance of the conversion. Land use conversions consistent with this Development Agreement and the Land Use Conversion Table shall take precedence over any acreage amounts set forth in this Development Agreement. Provided that the conversion is consistent with the criteria contained in the Land Use Conversion Table attached as **Exhibit “C”** and the MPMU Comp Plan Provision Policy 1.7.2.2 and such converted uses are consistent with the uses allowed in this Development Agreement no additional approvals shall be required for the conversion. In no case shall any conversion to residential development result in greater than 1.2 dwelling units per gross acre as provided for in Comp Plan Provision Policy 1.7.1.4 and consistent with Section 5(c) above.

**SECTION 10. STORMWATER.**

(a). As a condition of development of the Property, stormwater management system(s) will be designed and permitted in accordance with SJRWMD and FDEP regulations (as applicable) and as such shall meet the City’s stormwater level of service standards.

(b). Alternative stormwater design (e.g. stormwater harvesting) within the Property is allowable as Property development progresses based on approval of the SJRWMD.

(c). Stormwater pond banks may be located directly adjacent to jurisdictional wetlands and are therefore considered part of the upland buffer when the retention area is designed to discharge to those wetlands, and subject to permitting by the SJRWMD. Banks located adjacent to the wetlands shall be planted and shall become part of the upland buffer system after such planting except that exotic or non-native plants are prohibited. Stormwater ponds may be located within any upland buffer, building setback and/or other buffer or setback applicable to the Property or portion thereof provided the pond is allowed per any applicable SJRWMD permit.

(d). Portions of or component parts of the stormwater management system(s) will be owned and maintained by an Entity(ies) as development within the Property progresses and consistent with the applicable SJRWMD regulations provided that at buildout of the Property the stormwater management system(s) will be owned and maintained by one (1) or more Entity(ies).

(e). Given the location of the Property which is generally distinct and apart from the City's current stormwater management utility and stormwater management facilities and systems and that development of the Property is proposed to include one (1) or more master stormwater management system(s) that will be constructed by the Landowner, a developer(s) and/or builder(s) and maintained by one (1) or more Entity(ies), the City and the City's Director of Engineering and Stormwater have preliminarily determined that a waiver for the development of the Property should be granted such that the development within the Property is exempt from the City's stormwater management utility and associated fees, service charges, and other similar costs and provisions in Chapter 24, Article III, of the Code of Ordinances and any other similar City regulations. This preliminary waiver/exemption shall be reviewed at the time of technical site plan review for any portion of the stormwater

management system(s) within the Property and the City’s Director of Engineering and Stormwater shall determine whether a waiver/exemption (or some amount thereof) from the City’s stormwater management utility and associated fees, service charges and other similar costs and regulations is granted.

(f). Upon approval of a Substantial Compliance application and prior to approval of a technical site plan for any residential and/or nonresidential development and/or associated development allowed within the Property, an applicant may submit engineering plans to the City to allow for early clearing and grading of a Development Parcel, or portion thereof, (“Early Clearing/Grading Permit”). An Early Clearing/Grading Permit application is designed to permit clearing and grading including moving and digging earth to prepare for roadway construction, stormwater pond construction, and any other improvements that do not involve utility work, paving, or other non-earthwork activities. The LUA must review and approve, approve with conditions or deny an application for Early Clearing/Grading Permit within forty-five (45) days from submittal. If an Early Clearing/Grading Permit application is not requested prior to technical site plan approval, the mass grading plans will be reviewed and submitted at the time of the applicable technical site plan. Early/Clearing Grading Permit plans submitted to the City should include the (as applicable):

- (i). depiction of the boundary of area subject to Early Clearing/Grading Permit with bearings and distances;
- (ii). limits of clearing and grading of area, including a tree inventory (if applicable per Subsection 7(f) above) of protected trees to be removed and preserved unless otherwise provided for in this Development Agreement;
- (iii). depiction of construction access to all roadways adjacent to area;

- (iv). depiction of any drainage, access, conservation and utility easements within and adjacent to area;
- (v). location and identification of all water bodies within the area;
- (vi). information on listed species within the area;
- (vii). proposed wetlands, including impacted wetlands, depicted by acreage;
- (viii). depiction of upland buffer, other natural perimeter buffers and areas;
- (ix). grading and drainage of proposed site improvements with finished grade contours at one (1) foot intervals with spot elevations as needed;
- (x). stormwater pollution prevention plan (SWPP) unique to the subject area;
- (xi). copies of permits from all regulatory agencies (e.g. SJRWMD) having jurisdiction over the project prior to commencement of construction; and/or
- (xii). preserved wetland areas, upland buffers and drainage features identified in the applicable SJRWMD environmental resource permit that shall be protected by providing erosion and sedimentation control measures. Tree barricades shall be erected around all trees not subject to clearing as a condition of any Early Clearing/Grading Permit. All cleared and/or graded surfaces shall be vegetated with either sodding or seeding, depending on slope.

(h). Within forty-eight (48) hours prior to clearing and grading, the applicable contractor is responsible for submitting a national pollutant discharge elimination system (NPDES) permit to the FDEP. Early Clearing/Grading Permits shall expire unless physical construction (moving of dirt) has commenced within any portion of the Property subject to the applicable permit within one (1) year of permit approval with up to two (2) one (1) year extensions granted by the LUA.

## **SECTION 11. PARKS AND RECREATION.**

(a). The City park regulations (e.g. level of service standards in the Comprehensive Plan, the LDC, City Parks and Recreation Master Plan) will be measured Property wide. Therefore, as individual residential Development Parcels within the Property undergo the City technical site plan process as set forth in Section 4 above, individual residential Development Parcels are not required to include or account for recreation, park and/or open space areas within their project boundaries provided at buildout of the Property the City park regulations are met. For purposes of LDC Section 3.05.04, the twenty-five (25) unit trigger is calculated based on the total MPD residential units set forth in Section 8 and is not applied per individual residential Development Parcel. Any amenity center or other recreational, park and/or open space area (including those provided in Section 12 below), trail or multi-use path or similar use within any portion of the Property will satisfy the City park regulations, including the three (3) mile radius of most residential units provided in Comprehensive Plan Capital Improvements Element Exhibit 8.1. Notwithstanding anything else to the contrary, LDC Section 3.03.04(I) shall not apply to development of the Property.

## **SECTION 12. GREENWAY OVERLAY/WETLANDS/UPLAND/OPEN SPACE.**

(a). Boundaries. As a condition of development and consistent with the MPMU Comp Plan Provisions, a Greenway Overlay will be provided within the Property as generally depicted on the MPD Master Plan attached as **Exhibit “B”**. The MPD Master Plan also generally depicts Wetlands and Uplands/Open Space within the Property and outside the Greenway Overlay, as well as Transition Zones in which Hamlets may occur (the “WUOSTZ Areas”). The boundaries of the Greenway Overlay and the WUOSTZ Areas within the Property shall be formally established when a Development Parcel abutting the Greenway Overlay (or portion thereof) and/or the WUOSTZ Areas (or portion thereof)

undergoes development permitting (e.g. technical site plan level environmental resource permitting with the SJRWMD, FDEP and/or the Corps) and pursuant to the following criteria:

- (i). As to wetland edges forming the Greenway Overlay and the WUOSTZ Areas, the final boundary shall be consistent with the limits of the jurisdictional wetlands and associated buffers as established in the applicable SJRWMD permits;
- (ii). As to upland edges and upland buffers forming the Greenway Overlay and the WUOSTZ Areas, the final boundary shall be established at the time of the applicable City technical site plan approval and generally be consistent with the MPD Master Plan;
- (iii). Any proposed Greenway Overlay and/or the WUOSTZ Areas land not located within the final boundary of the Greenway Overlay (or portion thereof) and/or the WUOSTZ Areas (or portion thereof) as applicable will be designated with the Sub-Area classification of the adjacent Sub-Area outside the Greenway Overlay and/or the WUOSTZ Area as applicable or the most appropriate Sub-Area as determined by the Landowner in coordination with the LUA; and
- (iv). The boundary of the Greenway Overlay (or portion thereof) and/or the WUOSTZ Area (or portion thereof) will be modified as set forth above and the final boundary of these areas shall be incorporated into the Greenway Overlay, WUOSTZ Area or Sub-Area as applicable and the MPD Master Plan without the requirement for an amendment or modification to this Development Agreement or the MPD Master Plan provided the final boundary of the Greenway Overlay (or portion thereof), the WUOSTZ Area (or portion thereof)

and the Sub-Area(s) (or portion thereof) shall be incorporated into the applicable technical site plan approval.

(b). Silviculture/Agriculture. Silvicultural and agriculture uses shall continue to be allowed within all of the Property including the Greenway Overlay consistent with MPMU Comp Plan Provision Policy 1.7.3.3 and this Development Agreement and within the WUOSTZ Area consistent with the Florida Department of Agriculture and Consumer Services Best Management Practices.

(c). Greenway Overlay.

(i). Uses within the Greenway Overlay shall be consistent with the MPMU Comp Plan Provisions and Table 2, Permitted Uses, above. Any conservation easements within the Greenway Overlay shall be recorded consistent with applicable regulatory agency permit(s).

(ii). Prior to the first technical site plan submittal for the Property (or portion thereof) that contains any portion of the Greenway Overlay, the owner(s) of the Greenway Overlay will adopt rules and regulations for the Greenway Overlay consistent with the MPMU Comp Plan Provisions and this Development Agreement and provide the City a copy of such rules and regulations. Any technical site plan that includes a portion of the Greenway Overlay shall indicate whether public access is allowed within the portion subject to the plan.

(iii). The City acknowledges that the Greenway Overlay provisions in this Development Agreement satisfy Comprehensive Plan Future Land Use Element Goal 1.7, including Policy 1.7.1.2, as to the Greenway Corridor Overlay MPMU Comp Plan Provisions.

(d). Open Space. Pursuant to MPMU Comp Plan Provision Policy 1.7.2.1 at least fifty percent (50%) of the Property is planned for recreation and open space uses (the “ROS Condition”). The allowed uses that will satisfy the ROS Condition may consist of any wetlands, natural water bodies, Existing Lake as conceptually depicted on the MPD Master Plan attached as **Exhibit “B”**, resource based, ecotourism, agritourism, active and passive/resource-based recreation and parks, community gardens, stormwater management facilities, wellfields, agricultural and forest lands, pastureland, plazas and other similar spaces within the Property, including those areas within the Greenway Overlay and WUOSTZ Area containing these uses and any open space and recreation lands within each Village. Utilities, roadways, stormwater ponds and associated facilities and other similar uses are allowed within the portions of the Property (or as part of the uses) that satisfy the ROS Condition. The ROS Condition exceeds any other City open space development condition and as such and notwithstanding anything else to the contrary, LDC Section 3.03.04(I) shall not apply to development of the Property.

(e). Ownership. The Greenway Overlay, WUOSTZ Areas, Existing Lakes and open space (and common open space) will be owned and maintained by one or more Entities. As part of technical site plan approval, the applicant will identify the Entity(ies) that will own and maintain the applicable portion(s) of the Greenway Overlay, WUOSTZ Areas, Existing Lakes and open space areas.

**SECTION 13. AMENDMENTS/MODIFICATIONS TO THIS DEVELOPMENT AGREEMENT.**

(a). Overview. Changes to this Development Agreement may be made by a formal amendment or a minor (de minimis) modification as set forth in this Section 13 and are not subject to LDC Section 2.09.05(B) or other relevant City regulations.

(b). Amendment. Any change to this Development Agreement meeting the criteria below is subject to an amendment to the Development Agreement:

- (i). The addition of land to the Property;
- (ii). Any modification to add new area, height and bulk regulations not otherwise set forth in Table 5, Lot and Site Development Standards, above or as otherwise provided herein; and
- (iii). Any increase in building height by more than twenty percent (20%).

(“Amendment”). An Amendment shall be submitted to the LUA for review and processing. The LUA shall review the Amendment for consistency with the MPMU Comp Plan Provisions and this Development Agreement and to confirm the proposed changes are not contrary to the public interest nor create an unreasonable hazard, nuisance or constitute a threat to the general health, welfare or safety of the City’s inhabitants (the “Change Review Criteria”). The LUA shall provide a written recommendation to approve, approve with conditions or deny the Amendment to the PLDR Board within forty-five (45) days of submittal of said Amendment. The PLDR Board will review the Amendment and hold a public hearing to consider the Amendment and submit a written recommendation to approve, approve with conditions or deny the Amendment to the City Council within sixty (60) days of submittal of said Amendment. The PLDR Board will review an Amendment based on the Change Review Criteria. The City Council will review the Amendment and hold two (2) public hearings to consider the Amendment within ninety (90) days of submittal of said Amendment. The City Council will review an amendment based on the Change Review Criteria and consider the LUA’s recommendation, the PLDR Board’s recommendation and any public comment. Following the second public hearing, the City Council, by an affirmative vote of not less than a majority of the members of the City Council present at the hearing, will approve, approve with conditions or deny the

Amendment with written findings for its action. Public notice of the PLDR Board public hearing and the City Council public hearings shall be consistent with the City noticing requirements for a zoning map amendment (owner initiated) and Florida Statutes. An Amendment shall be recorded in the public records of the County within fourteen (14) days of the City Council executing the Amendment.

(c). Minor Modification. Any other modification to this Development Agreement shall be considered to meet the general intent of this Development Agreement for a master planned community that supports the City's economic development goals and as such considered a minor (de minimis) modification and reviewed by the LUA ("Minor Modification"). Within forty-five (45) days of receipt of a Minor Modification application, the LUA shall approve, approve with conditions or deny the application with written findings for its action. The LUA will review a Minor Modification based on the Change Review Criteria. If an applicant decides to appeal the LUA's written decision of a Minor Modification application, such appeal shall be a de novo review and follow the provisions in LDC Section 2.16. A Minor Modification approved by the LUA may be submitted to the LUA simultaneously with a Substantial Compliance application, provided the applicant agrees that a Substantial Compliance application may need to be revised and resubmitted depending on the LUA's determination on the Minor Modification and that the Substantial Compliance application decision will be issued after the Minor Modification decision. The LUA's written approval, approval with conditions or denial of the Minor Modification shall be incorporated into any subsequent Amendment and recorded in the public records of the County. No hearing, neighborhood meeting or other City public meeting is required for a Minor Modification.

- (d). Application. An application for an Amendment or Minor Modification must include:
- i. A written statement outlining the proposed changes to the Development Agreement and the reason for the application;

- ii. If the changes consist of any changes to the text of this Development Agreement, a strike-through and underline version of the text changes;
- iii. A revised MPD Master Plan if changes are made to the plan;
- iv. Consistency determination with the MPMU Comp Plan Provisions; and
- v. The name of the applicant and Landowner consent (if the applicant is not the Landowner).

(e). Application Processing. The Landowner or any owner within the Property (or portion thereof) may submit an Amendment or Minor Modification application without the consent of every owner within the Property. If an owner of the Property (or portion thereof) that is not the Landowner submits an Amendment or Minor Modification, said owner must include with the application written consent by Landowner (which consent is transferable by Landowner with written notice of transfer provided to the City) for submittal of the application. Any Amendment or Minor Modification application shall address only those items raised by the application. Development of the Property may continue as the application is being processed consistent with this Development Agreement. Any conditions or additional City regulations imposed as part of the approval of an Amendment or Minor Modification shall only affect the Property or portion thereof subject to such application and address only those items raised by the proposed Amendment or Minor Modification. Notwithstanding anything to the contrary herein, nothing in an Amendment or Minor Modification shall modify, change or otherwise affect the Landowner's vested rights. The time periods in this Section 13 may be extended by mutual consent of the applicant and the LUA. There is no limit on the frequency of an Amendment or Minor Modification; thus, multiple property owners within the Property may process multiple Amendments and/or Minor Modifications at the same time or concerning the same Property or portion thereof.

**SECTION 14. OTHER APPROVALS.**

Pursuant to Section 166.033(6), Florida Statutes, issuance of this Development Agreement shall not be construed as an exemption from any other applicable state or federal law. All other applicable state or federal permits or approvals shall be obtained before commencement of the portion of the Property sought to be developed.

**SECTION 15. APPLICATION FEES.** Given MPMU Comp Plan Policy 1.7.2.1, the development program set forth herein, and that the application fees associated with an MPMU project are excessive and cost vastly more than the City's review time, the City is reducing the MPD rezoning and this Development Agreement and related application (e.g. level of service determination) fees associated with the Property by 42.2% of the adopted application fee schedule (the "Revised Fees"). Half of the Revised Fees associated with the MPD rezoning and this Development Agreement are due prior to the Effective Date with the other half due at the time of publication of the public notices for the related applications. The portion of the Revised Fees for the related applications are due at the time of publication of the public notice for any of the related application(s). The Revised Fees are based on the non-Greenway Overlay acreage in relation to the overall Property and more proportional to the actual cost of the application reviews. The Revised Fees are also consistent with the amendment to Section 166.033, Florida Statutes, approved by Chapter 2026-7, Laws of Florida. The Revised Fees do not apply to the applications subject to the development plan review process in Section 4 above.

**SECTION 16. AGRICULTURAL/SILVICULTURAL.**

(a). The City acknowledges that the development of the Property will occur over time and in phases. It is the intent of the Landowner that portions of the Property on which physical project development has not been initiated shall continue in agricultural or silvicultural use (a/k/a bona fide

agricultural/silvicultural operations), including timber production, in accordance with Florida Department of Agriculture and Consumer Services Division of Forestry Best Management Practices for silviculture (the “Silviculture BMPs”) and consistent with past timber and land management practices and that until such physical project development is initiated on a particular Development Parcel (or portion thereof), the Landowner’s primary purpose for ownership of the remaining portions of the Property shall be such agricultural or silvicultural activities. For purposes of this Section 16, initiation of physical project development occurs on a Development Parcel (or portion thereof) when the City issues (as applicable) a residential or nonresidential building permit for development within a Development Parcel (or portion thereof). Silvicultural and agricultural uses may occur subsequent to a building permit issuance on a Development Parcel (or portion thereof) provided the uses are permitted within the applicable Sub-Area as set forth in Table 2, Permitted Uses, above or on the portion(s) of the Development Parcel not subject to a residential or nonresidential building permit. Silvicultural and agricultural uses within the Greenway Overlay and the WUOSTZ Areas shall be consistent with Section 12 above.

(b). The City also acknowledges that it will support a continued agricultural classification for ad valorem tax purposes for any portion of the Property used for agricultural and silvicultural purposes. The City has no objection to such agricultural and silvicultural uses on the undeveloped portions of the Property being classified by the Flagler County Property Appraiser as agricultural or silvicultural lands under provisions of Section 193.461, Florida Statutes, during the period when such portions of the Property are being used for agricultural and silvicultural purposes.

(c). Nothing contained in this Development Agreement requires the Landowner to develop the Property, and the City acknowledges that the Landowner intends to continue its existing

agricultural and silvicultural uses on all or any portion of the Property, as provided for in this Development Agreement.

**SECTION 17. COMMUNITY DEVELOPMENT DISTRICT/UNIT OF SPECIAL PURPOSE GOVERNMENT.**

The Landowner has indicated that it may form one (1) or more Community Development Districts or unit of special purpose government (“District”) within the Property pursuant to Chapter 190 or Chapter 189, respectively, (the “District Regulations”). Nothing in this Section shall be construed as approval or consent by the City to the establishment of a District pursuant to the District Regulations and the City expressly maintains all rights available to it pursuant to the above applicable state law related to the proposed establishment of a District. Any District for the Property (or portion thereof) approved pursuant to the District Regulations may finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate and maintain projects, systems and facilities for the purposes described in the District Regulations. Construction or funding by any such District of all such projects within or outside the boundaries of the District set forth herein or necessary to serve the development approved by this Development Agreement is expressly approved. To the extent any condition under this Development Agreement is met or performed by the District, then the Landowner shall no longer be subject to the development condition.

**SECTION 18. STATE STATUTORY REQUIREMENTS FOR DEVELOPMENT AGREEMENTS.** It is the intent of the parties that this Development Agreement be recognized as an action of the City and the Landowner under the DA Act, LDC Section 2.14.01(B), the City’s home rule powers and any other authority held by the City to enter into such agreement. LDC Section 2.14.01(D) and any other relevant Code of Ordinances and/or LDC sections are hereby waived, and the provisions of this Development Agreement shall control. For purposes of meeting the minimum

requirements for development agreements in the DA Act, the following additional provisions are hereby made part of this Development Agreement:

(a). For the purposes of this Development Agreement, the contemplated uses, building intensity and maximum building height within the Property are set forth in the MPMU Comp Plan Provisions and this Development Agreement. The proposed population density is per MPMU Comp Plan Provision Policy 1.7.1.4.

(b). A companion Comprehensive Plan amendment is being processed simultaneously with this Development Agreement to amend the future land use designation of the Property from County land use designation Agriculture & Timberlands, Residential-Low Density/Rural Estate and Conservation and City future land use designations of Development of Regional Impact-Mixed Use, Mixed Use and Conservation to MPMU. The current zoning of the Property designated by the County is Agriculture and Rural Mobile Home and by the City as MPD, High Intensity Commercial and Preservation and the proposed zoning is MPD pursuant to this Development Agreement.

(c). As a condition of development, development of the Property will meet the adopted level of service standards in the Comprehensive Plan as set forth in Comprehensive Plan Capital Improvements Element Exhibit 8.1 and Comprehensive Plan Goal 1.3 as are in effect on the Effective Date and consistent with Section 11 (“LOS”). Satisfaction of any applicable LOS may be demonstrated in one (1) or more development agreements between the Landowner and the City with any such development agreement subject to approval by City Council. For purposes of satisfying the LOS for public schools/education, any applicable development agreement shall also be subject to approval by the School District of Flagler County, Florida. If the Landowner is not a party to a development agreement, the applicable party must provide to the City written consent by the Landowner prior to the City and applicable party(ies) beginning negotiations for a development agreement.

(d). The local development permits needed to be approved for development of the Property include the following: Comprehensive Plan amendment, this MPD rezoning and Development Agreement, the approvals subject to the development plan review process in Section 4 above (as applicable) and building permits. Failure of this Development Agreement to address a particular permit, condition, term, or restriction shall not relieve the Landowner or any applicable developer of the necessity of complying with the law governing said permitting requirements, conditions, term or restriction as provided for herein.

(e). The development of the Property with the densities and intensities set forth herein is consistent with the Comprehensive Plan, as such Comprehensive Plan is contemplated to be amended coincident with this MPD rezoning and Development Agreement and the LDC as set forth herein. This Development Agreement is consistent with the Comprehensive Plan and the LDC.

(f). A conceptual graphic layout of the Property is attached as **Exhibit “B”**.

(g). This Development Agreement is voluntarily entered into in consideration of the benefits inuring to and the rights of the Parties arising thereunder.

#### **SECTION 19. BREACH/ENFORCEMENT.**

(a). In the event of a breach hereof by either party, the non-breaching party(ies) shall be entitled to the following rights and remedies: (i) as to a breach by the City, the right of Landowner to a writ of mandamus, if a ministerial duty is involved, or other appropriate action to compel the City to comply with the terms of this Development Agreement and (ii) as to a breach by the Landowner, then the Landowner shall be subject to the remedies provided for in the Code of Ordinances Chapter 2, Article V, Division 1 (Code Enforcement Board) and Chapter 162, Florida Statutes (2026). To the extent Landowner transfers or assigns its rights or portion thereof under this Development Agreement to a third party such that more than one (1) person or entity shall have acquired rights under this

Development Agreement for development of the Property or any portion thereof, a default or breach shall only be against the defaulting party and the other non-breaching parties may continue development of the Property or portion thereof it owns as if no default exists.

(b). The Landowner shall first provide the City written notice of a potential breach prior to acting pursuant to Section 19(a)(i) above. Upon receipt of notice, the City shall be provided thirty (30) days in which to cure the breach to the reasonable satisfaction of the Landowner or if such breach is of a nature which cannot be cured in thirty (30) days, the time period for cure shall be extended to a period as is reasonably necessary to effect a cure. Any breach not ultimately cured by the City as provided for in this Section 19, shall be subject to Section 19(a)(i) above.

(c). The City shall first provide the Landowner (or the applicable entity) written notice of a potential breach prior to acting pursuant to Section 19(a)(ii) above. Upon receipt of notice, the Landowner (or applicable entity) shall be provided thirty (30) days in which to cure the breach to the reasonable satisfaction of the City or if such breach is of a nature which cannot be cured in thirty (30) days, the time period for cure shall be extended to a period as is reasonably necessary to effect a cure. Any breach not ultimately cured by the Landowner (or applicable entity) as provided for in this Section 19, shall be subject to Section 19(a)(ii) above.

## **SECTION 20. NOTICES.**

(a). All notices required or permitted to be given under this Development Agreement must be in writing and delivered to the City or the Landowner at its address set forth below (or such other address as may hereinafter be designated in writing by such party).

(b). Any such notice must be personally delivered or sent by registered or certified mail, overnight courier, facsimile or telecopy.

(c). Any such notice will be deemed effective on the earlier of when received (if sent by hand delivery, overnight courier, telecopy or facsimile) or on that date which is three (3) days after such notice is deposited in the United States mail (if sent by registered or certified mail).

(d). The parties' address for the delivery of all such notices are as follows:

As to the City: City Manager  
160 Lake Avenue  
Palm Coast, Florida 32164

With a copy to: Douglas Law Firm  
Attn: Marcus Duffy, Esq.  
100 Southpark Boulevard  
St. Augustine, Florida 32086

As to the Landowner: Raydient Palm Coast LLC  
Attention: Michael Hahaj  
One Rayonier Way  
Wildlight, Florida 32097

Raydient Palm Coast LLC  
Attention: John Campbell, Esq.  
One Rayonier Way  
Wildlight, Florida 32097

With a copy to: Driver, McAfee, Hawthorne & Diebenow, PLLC  
Attention: Staci Rewis, Esq.  
One Independent Drive, Suite 1200  
Jacksonville, Florida 32202

**SECTION 21. SEVERABILITY.**

In the event any portion, Section or Subsection contained herein is declared, determined to be, or adjudged invalid, illegal or unconstitutional by a court of competent jurisdiction, such adjudication shall in no manner affect the approval granted herein, the other portions, Sections or Subsections, which shall remain in full force and effect as if the portion, Section or Subsection so declared,

determined to be or adjudged invalid, illegal or unconstitutional were not originally a part of this Development Agreement.

**SECTION 22. SUCCESSORS AND ASSIGNS.**

(a). This Development Agreement and the terms and conditions hereof shall be binding upon and inure to the benefit of the City and the Landowner (only as a condition to development of the Property which is owned by the Landowner) and their respective successors and assigns. In addition, the Landowner may assign its rights, obligations and responsibilities under this Development Agreement in whole or in part to a third-party purchaser of all or any part of the Property. Any such assignment shall be in writing, shall not require the prior written consent of all the parties, and shall automatically constitute a release of the Landowner from any development conditions under this Development Agreement which are assigned to and assumed by such third party. The terms and conditions of this Development Agreement similarly shall be binding upon the Property and shall run with the land and the title to the same unless a property owner assigns any such rights, obligations and responsibilities to a third party as set forth herein.

(b). This Development Agreement touches and concerns the Property.

(c). The Landowner and any assignee expressly covenant and agree to this provision and all other terms and provisions of this Development Agreement, as related to any of the Property owned by the Landowner or such assignee.

**SECTION 23. DEEDS.**

Any conveyance or dedication by the Landowner required as a condition to development under this Development Agreement shall be by special warranty deed.

**SECTION 24. GOVERNING LAW/VENUE/COMPLIANCE WITH LAW.**

(a). This Development Agreement shall be governed by and construed in accordance with the laws of the State of Florida and as set forth herein.

(b). Venue for any dispute shall be in the Seventh Judicial Circuit Court in and for Flagler County, Florida.

(c). The City and the Landowner have collaborated extensively on the planning and development of the western expansion of the City, which includes the Property, over the last four (4) plus years including with the adoption of the MPMU Comp Plan Provisions. In furtherance of this collaboration the City acknowledges that the Landowner has expended substantial time and resources in master planning the proposed development of the Property and submitting the various land use applications and, by virtue of this Development Agreement, has made substantial development conditions, including but not limited to the provisions for the Greenway Overlay. As a condition to development under this Development Agreement, the Landowner (or a developer or builder) will make substantial investments in construction and development of the Property consistent with this Development Agreement in reliance upon realization of the development rights granted pursuant to this Development Agreement Accordingly, the rights of the Landowner and subsequent developers/builders to construct the development in Sections 5, 8 and 9 herein are intended to be vested rights and shall not be subject to downzoning or unit density reduction or intensity reduction (except as set forth in Section 8(f) above). The City further acknowledges that the Landowner has, by virtue of this Development Agreement, the Comprehensive Plan and the LDC, the right to develop the Property and submit Amendments and/or Minor Modifications to this Development Agreement and is relying on this Development Agreement in developing the Property. The Landowner does not waive any statutory (e.g., Chapter 163, Part II, Florida Statutes) or common law vested right or equitable

estoppel right or any other right under the law (including in Section 6 above) they now have or may acquire in the future to complete development of any portion of the Property in accordance with the applicable state and local laws and ordinances, including this Development Agreement, in effect as of the Effective Date. This Development Agreement contains conditions to develop the Property, and nothing contained in this Development Agreement shall be construed to obligate the Landowner to develop the Property.

**SECTION 25. EFFECTIVE DATE.**

(a). Within fourteen (14) days of the City entering into this Development Agreement, the City shall record this Development Agreement with the County Clerk of the Circuit Court. The Landowner is responsible for the recording fees.

(b). This Development Agreement shall be effective upon its recordation in the County public records. (the “Effective Date”).

(c). The Property shall be developed subject to this Development Agreement.

**SECTION 26. THIRD PARTY RIGHTS.**

There are no third-party beneficiaries to this Development Agreement. This Development Agreement is not a third-party beneficiary contract and shall not in any way whatsoever create any rights on behalf of any third party but shall inure to the benefit of the successors or assigns of Landowner, as owners of the Property (or portion thereof).

**SECTION 27. COMPLIANCE/TIME IS OF THE ESSENCE.**

(a). Strict compliance shall be required with each and every provision of this Development Agreement.

(b). Time is of the essence to this Development Agreement and every right or responsibility required herein shall be performed within the time specified.

**SECTION 28. ATTORNEY'S FEES.**

In the event of any action to enforce the terms of this Development Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, paralegals' fees, and all costs incurred, whether the same be incurred in pre-litigation negotiation, litigation at the trial or appellate level.

**SECTION 29. FORCE MAJEURE.**

The parties agree that in the event that the failure by either party to accomplish any action that is a condition of development hereunder within a specific time period ("Time Period") constitutes a default under terms of this Development Agreement and, if such failure is due to unforeseeable or unpredictable event or condition beyond the control of such party including, but not limited to, acts of God, acts of government authority (other than the City's own acts), acts of public enemy or war, terrorism, riots, civil disturbances, power failure, shortages of labor or materials, injunction or other court proceedings beyond the control of such party, severe adverse weather conditions or a pandemic or other public health crisis ("Uncontrollable Event"), then notwithstanding any provision of this Development Agreement to the contrary, that failure shall not constitute a default under this Development Agreement and any Time Period prescribed hereunder shall be extended on a day for day basis by the amount of time that such party was unable to perform solely due to the Uncontrollable Event.

**SECTION 30. CAPTIONS.**

Section headings and other captions contained in this Development Agreement are for reference purposes only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Development Agreement, or any provision hereof.

**SECTION 31. EXHIBITS.**

Each exhibit referred to and attached to this Development Agreement is an essential part of this Development Agreement. The exhibits and any modifications or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Development Agreement. In the event of a conflict between the language in this Development Agreement and an Exhibit, the Development Agreement language shall control.

**SECTION 32. INTERPRETATION/MONITORING OFFICIAL.**

(a). The Landowner and the City agree that all words, terms and conditions contained herein are to be read in concert, each with the other, and that a provision contained under one (1) heading/Section may be considered to be equally applicable under another in the interpretation of this Development Agreement unless otherwise stated.

(b). This Development Agreement shall not be construed more strictly against either party on the basis of being the drafter hereof, and both parties have contributed to the drafting of this Development Agreement.

(c). The LUA shall be the local official responsible for monitoring the development for compliance and any interpretations of this Development Agreement consistent with LDC Sections 1.06 and 2.02.03. For purposes of this MPD the LUA responsibilities will be assigned by the City Manager to the appropriate City staff member.

**SECTION 33. FURTHER ASSURANCES.**

Each party agrees to sign any other further instruments and documents consistent herewith, as may be necessary and proper to give complete effect to the terms of this Development Agreement.

**SECTION 34. COUNTERPARTS.**

This Development Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one (1) and the same document.

**SECTION 35. NON-WAIVER.**

Any waivers of the provisions herein shall be made by the parties in writing. Failure of any party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future date any such right or any other right it may have.

**SECTION 36. ENTIRE AGREEMENT/EFFECT ON PRIOR AGREEMENTS.**

This Development Agreement constitutes the entire agreement between the parties and supersedes all previous oral discussions, understandings and agreements of any kind and nature as between the parties relating to the subject matter of this Development Agreement.

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]**

IN WITNESS WHEREOF, the City and the Landowner have caused this Development Agreement to be duly executed by their duly authorized representative(s) as of the date first above written.

**WITNESSES:**

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Printed Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

**RAYDIENT PALM COAST LLC**

a Delaware limited liability company

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument is hereby acknowledged before me by means of \_\_\_ physical presence or \_\_\_ online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_, the \_\_\_\_\_ of Raydient Palm Coast LLC, a Delaware limited liability company, and is authorized to execute this Development Agreement on behalf of the company. He/She is \_\_\_ personally known to me or \_\_\_ has produced \_\_\_\_\_ as identification and (did/did not) take an oath.

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida  
Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
My Commission Number is: \_\_\_\_\_

**ATTEST:**

**CITY OF PALM COAST, FLORIDA**

\_\_\_\_\_  
Kaley Cook, City Clerk

\_\_\_\_\_  
Michael Norris, Mayor

Address: \_\_\_\_\_  
\_\_\_\_\_

For use and reliance of the Palm Coast  
City Council only.  
Approved as to form and legally.

\_\_\_\_\_  
City Attorney

Address: \_\_\_\_\_  
\_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF FLAGLER

The foregoing instrument is hereby acknowledged before me by means of \_\_\_ physical presence or \_\_\_ online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by Michael Norris, as the Mayor of the City of Palm Coast, Florida, and is authorized to execute this Development Agreement on behalf of the City. He is \_\_\_ personally known to me or \_\_\_ has produced \_\_\_\_\_ as identification and (did/did not) take an oath.

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida  
Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
My Commission Number is: \_\_\_\_\_

**EXHIBIT “A”**

**PROPERTY**

**EXHIBIT “B”**

**MPD MASTER PLAN**

**EXHIBIT "C"**

**LAND USE CONVERSION TABLE**





**EXHIBIT "A"**

**Flagler County, Florida**

**TOWNSHIP 10 SOUTH, RANGE 29 EAST**

**Section 22** - That part lying East of State Road No. 13

**Section 23** – All of Section

**Section 24** – All of Section

**Section 25** – All of Section

**Section 26** - That part lying East of the centerline of State Road No. 13

**Section 27** - That part lying East of the centerline of State Road No. 13

**Section 35** – That part lying East of the centerline of State Road No.13

**Section 36** - All of Section

**LESS AND EXCEPT** from Sections 23 and 24, those portions contained in that instrument recorded in OR Book 2126, Page 557, public records of Flagler County, Florida.

**LESS AND EXCEPT** from Section 24 that portion described below:

Commence at the Northwest corner of Section 18, Township 10 South, Range 30 East, Flagler County, Florida;

Thence North 89°04'11" East, along the Northerly line of said Section 18, a distance of 1,124.21 feet;

Thence South 16°27'47" East, 1,065.50 feet;

Thence North 77°00'21" West, 1,912.26 feet;

Thence South 82°31'11" West, 650.64 feet;

Thence South 20°02'18" East, 3,199.59 feet;

Thence South 00°31'26" East, 586.96 feet to the arc of a curve leading Southwesterly;

**TOWNSHIP 10 SOUTH, RANGE 29 EAST**  
**Section 24 - Less & Except Cont'd**

Thence Southwesterly, along and around the arc of said curve, concave Southeasterly, having a radius of 1,275.47 feet, an arc distance of 1,702.71 feet, said arc being subtended by a chord bearing and distance of South 23°42'37" West, 1,579.07 feet;

Thence South 12°22'44" East, 1,072.22 feet to the Point of Beginning;  
Thence North 88°25'50" West, 2,797.59 feet;  
Thence South 22°00'06" West, 61.82 feet;  
Thence South 00°00'00" East, 121.03 feet;  
Thence South 39°27'07" East, 227.97 feet;  
Thence South 08°08'04" East, 109.39 feet;  
Thence South 32°06'19" West, 269.05 feet;  
Thence South 21°40'30" East, 298.90 feet;  
Thence South 58°28'03" East, 183.10 feet;  
Thence South 19°34'17" East, 272.45 feet;  
Thence South 43°51'34" East, 154.26 feet;  
Thence South 30°37'49" East, 424.79 feet;  
Thence South 14°52'31" East, 150.13 feet;  
Thence South 36°28'48" East, 356.39 feet;  
Thence South 53°05'21" East, 129.75 feet;  
Thence North 36°20'11" East 123.29 feet;  
Thence North 07°45'20" East, 121.14 feet;  
Thence North 76°33'30" East, 89.21 feet;  
Thence South 38°40'11" East, 405.96 feet;  
Thence North 87°10'09" East, 153.20 feet;  
Thence North 30°39'11" East, 209.65 feet;  
Thence North 05°11'49" East, 90.24 feet;  
Thence South 68°01'22" East, 179.68 feet;  
Thence South 45°57'38" East, 198.08 feet;  
Thence North 69°03'15" East, 158.21 feet;  
Thence North 11°20'06" East, 96.92 feet;  
Thence North 75°46'52" East, 92.10 feet;  
Thence South 26°07'32" East, 71.39 feet;  
Thence South 71°22'57" East, 163.45 feet;  
Thence North 90°00'00" East, 53.44 feet;  
Thence North 65°41'09" East, 50.37 feet;  
Thence North 31°09'56" East, 98.41 feet;  
Thence North 01°52'11" West, 268.15 feet;  
Thence North 36°12'30" East, 90.56 feet;  
Thence North 31°15'09" West, 89.68 feet;

**TOWNSHIP 10 SOUTH, RANGE 29 EAST**  
**Section 24 - Less & Except Cont'd**

Thence North 68°23'14" West, 75.07 feet;  
Thence North 11°30'46" East, 69.47 feet;  
Thence North 90°00'00" East, 228.87 feet;  
Thence North 68°16'34" East, 9.83 feet;

Thence North 05°33'16" East, 500.82 feet to the Point of curvature of a curve leading Northerly;

Thence Northerly along and around the arc of said curve, concave Westerly, having a radius of 825.56 feet, an arc distance of 76.93 feet, said arc being subtended by a chord bearing and distance of North 02°53'05" East, 76.90 feet to the Point of Tangency of said curve;

Thence North 00°12'55" East, 580.03 feet to the Point of curvature of a curve leading Northerly;

Thence Northerly, along and around the arc of said curve, concave Westerly, having a radius of 825.56 feet, an arc distance of 181.39 feet, said arc being subtended by a chord bearing and distance of North 06°04'45" West, 181.03 feet to the Point of Tangency of said curve;

Thence North 12°22'25" West, 224.48 feet to the Point of Beginning.

**LESS AND EXCEPT from Section 22** that portion described below:

Commence at the Northeast corner of said Section 23-T10S-R29E, Flagler County, Florida;

Thence South 89°34'20" West along the Northerly line of said Section 23, a distance of 602.50 feet;

Thence North 07°25'53" West, 171.04 feet;  
Thence North 43°16'05" West, 190.84 feet;  
Thence North 41°41'02" West, 165.44 feet;  
Thence North 03°54'02" West, 217.25 feet;  
Thence North 54°30'41" West, 408.60 feet;  
Thence South 88°16'08" West, 639.02 feet;  
Thence South 56°06'25" West, 1,749.51 feet;  
Thence South 89°42'01" West, 1,536.55 feet;  
Thence North 89°01'30" West, 936.13 feet;  
Thence North 89°57'43" West, 3,139.54 feet to the Point of Beginning;

**TOWNSHIP 10 SOUTH, RANGE 29 EAST**  
**Section 22 - Less & Except Cont'd**

Thence continue North 89°57'43" West, 101.55 feet to a line lying 50 feet East of and parallel with, when measured at right angles to the centerline of Old Brick Road (as now established), said line being the Westerly line of those lands described and recorded in OR book 1558, Page 679 of said public records, and the Easterly line of those lands described and recorded in OR Book 1404, Page 1753 of said public records;

Thence Southeasterly along last said line, run the following ten (10) courses and distances:

Course No. 1: South 09°59'58" East, 134.60 feet;  
Course No. 2: South 09°25'15" East, 345.62 feet;  
Course No. 3: South 10°43'37" East, 121.88 feet;  
Course No. 4: South 14°27'44" East, 48.36 feet;  
Course No. 5: South 16°32'58" East, 51.96 feet;  
Course No. 6: South 18°24'59" East, 94.72 feet;  
Course No. 7: South 20°52'15" East, 399.35 feet;  
Course No. 8: South 20°22'19" East, 1,878.37 feet;  
Course No. 9: South 20°52'53" East, 155.63 feet;  
Course No. 10: South 20°23'01" East, 688.76 feet;

Thence North 83°18'33" East, 102.92 feet;  
Thence North 20°23'01" West, 713.56 feet;  
Thence North 20°52'53" West, 155.62 feet;  
Thence North 20°22'19" West, 1,878.36 feet;  
Thence North 20°52'15" West, 397.65 feet;  
Thence North 18°24'59" West, 90.95 feet;  
Thence North 16°32'58" West, 48.51 feet;  
Thence North 14°27'44" West, 43.27 feet;  
Thence North 10°43'37" West, 117.47 feet;  
Thence North 09°25'15" West, 344.99 feet;  
Thence North 09°59'58" West, 117.40 feet, to the Point of Beginning.

**LESS AND EXCEPT** from Sections 22, 23 and 24 that portion of the lands contained in the following description (also known as Mitigation Bank Phase 3 Parcel No. 2):

**TOWNSHIP 10 SOUTH, RANGE 29 EAST**  
**Sections 22, 23 and 24 - Less & Except Cont'd**

A portion of Section 14, Township 10 South, Range 29 East, St. Johns County, Florida, and a portion of Sections 22, 23 and 24, Township 10 South, Range 29 East, Flagler County, Florida, being more particularly described as follows:

Commence at the Northeast corner of Section 23;

Thence South 89°34'20" West, along the Northerly line of said Section 23, a distance of 602.50 feet to the Point of Beginning;

Thence North 07°25'53" West, 171.04 feet;

Thence North 43°16'05" West, 190.84 feet;

Thence North 41°41'02" West, 165.44 feet;

Thence North 03°54'02" West, 217.25 feet;

Thence North 54°30'41" West, 408.60 feet;

Thence South 88°16'08" West, 639.02 feet;

Thence South 56°06'25" West, 1,749.51 feet;

Thence South 89°42'01" West 1,536.55 feet;

Thence North 89°01'30" West, 936.13 feet;

Thence North 89°57'43" West, 3,139.53 feet to a line lying 150.00 feet East of and parallel with, when measured at right angles to the centerline of Old Brick Road (as now established), said line being the westerly line of those lands described and recorded in OR Book 1558, Page 679 of said public records, and the easterly line of those lands described and recorded in OR Book 565, Page 444 of said public records;

Thence Southeasterly along last said line, run the following ten (10) courses and distances:

Course No. 1: South 09°59'58" East, 117.40 feet;

Course No. 2: South 09°25'15" East, 344.99 feet;

Course No. 3: South 10°43'37" East, 117.47 feet;

Course No. 4: South 14°27'44" East, 43.27 feet;

Course No. 5: South 16°32'58" East, 48.51 feet;

Course No. 6: South 18°24'59" East, 90.95 feet;

Course No. 7: South 20°52'15" East, 397.65 feet;

Course No. 8: South 20°22'19" East, 1,878.36 feet;

Course No. 9: South 20°52'53" East, 155.62 feet;

Course No. 10: South 20°23'01" East, 713.56 feet;

**TOWNSHIP 10 SOUTH, RANGE 29 EAST**  
**Sections 22, 23 and 24 - Less & Except Cont'd**

Thence North 83°18'27" East, 7,475 feet;  
Thence North 02°20'27" West, 1,232.90 feet;  
Thence North 53°24'43" East, 1,186.70 feet;  
Thence North 42°58'16" West, 178.59 feet;  
Thence South 84°24'59" West, 442.50 feet;  
Thence North 86°49'42" West, 215.31 feet;  
Thence North 42°42'34" West 273.53 feet;  
Thence North 45°00'00" West, 262.38 feet;  
Thence North 16°41'57" West, 322.83 feet;  
Thence North 07°25'53" West, 187.57 feet to the Point of Beginning.

**TOWNSHIP 11 SOUTH, RANGE 29 EAST**

**Section 1** - That part lying East of centerline of State Road No. 13.

**Section 2** - That part of the East 1/2 lying East of centerline of State Road No. 13.

**Section 12** - All except right of way of Highway 13 a/k/a Brick Road.

**Section 13** - All except right of way of Highway 13 a/k/a Brick Road;

**Section 14** - All of Section Except Florida East Coast Railroad right of way.

**Section 15** - All of Section lying East of lands conveyed to Florida Power & Light Company in that Special Warranty Deed from Container Corporation of America, recorded in OR Book 213, Page 795, Flagler County Records.

**LESS** the N 1/2 of N 1/2;

**Section 22** - That portion lying East of that parcel conveyed to Florida Power & Light Company in that Special Warranty Deed from Container Corporation of America, recorded in OR Book 213, Page 795, Flagler County Records.

## **TOWNSHIP 11 SOUTH, RANGE 29 EAST – Cont'd**

**Section 23** - All of Section lying East of lands conveyed to Florida Power & Light Company in that Special Warranty Deed from Container Corporation of America, recorded in OR Book 213, Page 795, Flagler County Records.

**Section 24** - All of Section **Except** Florida East Coast Railroad right of way;

**FURTHER LESS AND EXCEPT** lands conveyed to Florida Power & Light Company in that Special Warranty Deed from Container Corporation of America, recorded in OR Book 213, Page 795, Flagler County Records.

**Section 25** - That portion lying East that parcel conveyed to Florida Power & Light Company in that Special Warranty Deed from Container Corporation of America, recorded in OR Book 213, Page 795, Flagler County Records.

**Section 36** - That portion lying East that parcel conveyed to Florida Power & Light Company in that Special Warranty Deed from Container Corporation of America, recorded in OR Book 213, Page 795, Flagler County Records.

## **TOWNSHIP 10 SOUTH, RANGE 30 EAST**

**Sections 9 and 47** - A portion of Section 9 and a portion of the Martin Hernandez Grant, Section 47, Township 10 South, Range 30 East, being more particularly described as follows:

Commence at the most Southerly corner of the said Martin Hernandez Grant, Section 47;

Thence North 54°22'31" East, along the Southeasterly line of said Section 47, a distance of 2083.95 feet to the Easterly right of way line of the Florida East Coast Railway (a variable width right of way, as now established);

Thence continue North 54°22'31" East, along the Southeasterly line of Section 47 and the Easterly right of way line of the Florida East Coast Railway, 139.63 feet;

Thence North 09°09'48" West, departing said Southeasterly line of Section 47, continuing along said easterly right of way line of the Florida East Coast Railway, 1086.14 feet;

Thence North 09°09'26" West, continuing along last said line, 51.01 feet to the Point of Beginning;

**TOWNSHIP 10 SOUTH, RANGE 30 EAST**  
**Sections 9 and 47 - Cont'd**

Thence continue North  $09^{\circ}09'26''$  West, along last said line, 429.17 feet;

Thence North  $53^{\circ}08'46''$  East, 293.65 feet;  
Thence North  $09^{\circ}09'26''$  West, 369.47 feet;  
Thence North  $59^{\circ}03'12''$  East, 1221.29 feet;  
Thence South  $23^{\circ}47'57''$  East, 206.79 feet;

Thence North  $53^{\circ}08'46''$  East, 298.22 feet to the point of curvature of a curve leading easterly;

Thence Easterly, along and around the arc of said curve, concave southerly, having a radius of 1140.00 feet, an arc distance of 1102.11 feet, said arc being subtended by a chord bearing and distance of North  $80^{\circ}50'30''$  East, 1059.69 feet;

Thence North  $83^{\circ}31'35''$  East, 1062.86 feet;

Thence North  $38^{\circ}01'56''$  East, 126.33 feet to the westerly right of way line of U.S. Highway No. 1 (a 225 foot right of way, as now established);

Thence South  $08^{\circ}28'32''$  East, along last said line, 986.40 feet to the Southerly line of those lands designated parcel CMP 2-17W, described and recorded in Official Records Book 546, Page 1197 of the Public Records of said County;

Thence Northwesterly, Westerly and Southwesterly, along last said line, run the following three (3) courses and distances:

Course No. 1: North  $74^{\circ}10'25''$  West, 1490.98 feet to the point of curvature of a curve leading westerly;

Course No. 2: Westerly, along last said line and along and around the Arc of said curve, concave southerly, having a Radius of 760.00 feet, an Arc distance of 698.78 feet, said Arc being subtended by a Chord bearing and distance of South  $79^{\circ}29'10''$  West, 674.42 feet to the point of tangency of said curve;

Course No. 3: South  $53^{\circ}08'46''$  West, 2131.17 feet to the Point of Beginning;

**TOWNSHIP 10 SOUTH, RANGE 30 EAST – Cont'd**

**Sections 17 and 47** - All that part of Sections 17 and 47 lying West of the Florida East Coast Railway right-of-way Flagler County, FL,

**LESS AND EXCEPT** That portion of Sections 17 and 47 described as Parcel CMP 2-1 in that instrument recorded in OR Book 0545, Page 1611, Public Records of Flagler County, Florida;

**TOGETHER WITH** a portion of Section 17 and a portion of the Martin Hernandez Grant, Section 47, Township 10 South, Range 30 East, Flagler County, Florida, being more particularly described as follows:

Begin at the southwest corner of said Section 17;

Thence North 00°36'33" West, along the Westerly line of said Section 17, a distance of 2664.61 feet;

Thence North 89°01'59" East, 879.21 feet;

Thence North 02°16'42" East, 1105.85 feet;

Thence North 04°32'07" East, 1041.09 feet;

Thence South 88°11'29" East, 839.92 feet;

Thence North 56°36'09" East, 817.26 feet to the Westerly right of way line of the Florida East Coast Railway (a variable width right of way, as now established);

Thence South 09°09'26" East, along last said line, 274.80 feet;

Thence South 09°09'48" East, continuing along last said line, 141.93 feet to the easterly line of those lands designated parcel CMP 2-1, described and recorded in Official Records Book 546, Page 1 197 of the Public Records of said County;

Thence southwesterly and southerly, along last said line, run the following three (3) courses and distances:

Course No. 1: South 56°36'09 West, 1279.07 feet to a point of Curvature of a curve leading southwesterly;

Course No. 2: southwesterly, along and around the Arc of said curve, concave southeasterly, having a Radius of 500.00 feet, an Arc distance of 474.07 feet, said Arc being subtended by a Chord bearing and distance of South 29°26'25" West, 456.51 feet to the Point of Tangency of said Curve;

Course No. 3: South 02°16'42" West, 3725.05 feet to the southerly line of said Section 17;

**TOWNSHIP 10 SOUTH, RANGE 30 EAST**  
**Sections 17 and 47 - Cont'd**

Thence South 89°28'29" West, along last said line, 1124.91 feet to the Point of Beginning.

**LESS AND EXCEPT** those parcels conveyed to Flagler County, Florida, by Special Warranty Deed from Raydient Palm Coast LLC, recorded June 16, 2025, as Instrument No. 2025024964 in OR Book 2968, Page 232, Flagler County, Florida, described as follows:

**Parcel A**

A portion of Sections 9 and 47 of the Martin Hernandez Grant, Township 10 South, Range 30 East, Flagler County Florida, being more particularly described as follows:

For a Point of Beginning commence at the Northeast corner of Freedom at Sawmill Phase 7A, recorded in Map Book 42, page 67 of said Public Records, thence North 74°10'00" West, along the Northerly line of said Freedom at Sawmill Phase 7A and along the Northerly line of those lands described and recorded in Official Records Book 1660, page 894, of said Public Records, a distance of 1491.11 feet to the point of curvature of a curve concave Southerly having a radius of 760.00 feet; thence Westerly continuing along said Northerly line of Official Records Book 1660, page 894 and along the arc of said curve, through a central angle of 52°40'00", an arc length of 698.60 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 79°30'00" West, 674.26 feet; thence South 53°10'00" West, continuing along said last said Northerly line, 2131.60 feet to the Southwesterly corner of those lands designated Parcel CMP 2-17W, described and recorded in Official Records Book 546, page 1197, said corner lying on the Easterly right of way line of the Florida East Coast Railway, a 400 foot right of way as presently established; thence North 09°08'39" West, along said Easterly right of way line, 427.63 feet to the Northwest corner of those lands designated Parcel 2, described and recorded in Official Records Book 2282, page 1695, of said Public Records; thence along the Northerly line of said lands described in Official Records Book 2282, page 1695 the following 6 courses; Course 1, thence North 53° 10' 00" East, 294.18 feet; Course 2, thence North 09°09'32" West, 369.93 feet; Course 3, thence North 59°03'40" East, 1221.29 feet; Course 4, thence South 23°47'39" East, 206.51 feet; Course 5, thence North 53°10'00" East, 298.65 feet to the point of curvature of a

**TOWNSHIP 10 SOUTH, RANGE 30 EAST**  
**Less and Except Sections 9 and 47 – Cont'd**

curve concave Southerly having a radius of 1139.66 feet; Course 6, thence Easterly along the arc of said curve, through a central angle of 53° 24' 40", an arc length of 1062.39 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 79°52'20" East, 1024.34 feet; thence Due South, departing said Southerly line and along a non-tangent line, 311.38 feet to a point lying on the Northerly line of Ranch House Grade, an 80 foot private road easement recorded in Official Records Book 545, page 1645, of said Public Records; thence South 74°10'00" East, along said Northerly line, 1355.17 feet to the Northeast corner of said lands described in Official Records Book 545, page 1645 a point lying on the Westerly right of way line of US Highway No. 1, a public variable width right of way as presently established; thence South 08°29'47" East, along said Westerly right of way line, 87.80 feet to the Point of Beginning.

Containing 36.31 acres, more or less.

**TOWNSHIP 10 SOUTH, RANGE 30 EAST**  
**LESS AND EXCEPT – Cont'd**

**Parcel B1**

A portion of Sections 17 and 47 of the Martin Hernandez Grant, Township 10 South, Range 30 East, Flagler County Florida, being more particularly described as follows:

For a Point of Reference, commence at the Northwest corner of Section 18, Township 10 South, Range 30 East, Flagler County, Florida; thence North 89°04'09" East along the Northerly line of said Section 18, a distance of 1124.07 feet to the Northeast corner of lands designated Parcel 2, described and recorded in Official Records Book 2126, page 557, of said Public Records, also being the Southerly line of those lands designated Parcel CMP 2-1, described and recorded in Official Records Book 546, page 1197, of said Public Records; thence continue North 89°04'09" East, along last said lines, a distance of 1519.42 feet to the Northwest corner of those lands described and recorded in Official Records Book 2126, page 551, of said Public Records; thence South 00°52'53" East, departing

**TOWNSHIP 10 SOUTH, RANGE 30 EAST**

**LESS AND EXCEPT Sections 17 and 47 – Parcel B1 - Cont'd**

Last said Southerly line and said Northerly line of Section 18, along the Westerly line of said lands described in Official Records Book 2126, page 551 and along the Westerly lines of lands described in Official Records Book 1723, page 845 and Official Records Book 2112, page 844, of said Public Records, a distance of 2636.59 feet to the Southwest corner of those lands described and recorded in Official Records Book 2112, page 844 of said Public Records; thence North 89°02'19" East, along the Southerly line of last said lands and along the Southerly lines of lands described in Official Records Book 2082, page 1188, Official Records Book 1570, page 1661 and Official Records Book 546, page 1197, a distance of 2645.73 feet to the Point of Beginning.

From said Point of Beginning; thence continue along said Southerly line of lands described in Official Records Book 546, page 1197 the following 5 courses; Course 1, thence North 89°05'46" East, 879.78 feet; Course 2, thence North 02°16'39" East, 1105.87 feet;

Course 3, thence North 04°30' 10" East, 1041.91 feet; Course 4, thence South 88°11'03" East, 839.77 feet; Course 5, thence North 56°36'09" East, 816.87 feet to the Westerly right of way line of the Florida East Coast Railway; thence along said Westerly right of way line of the Florida East Coast Railway the following 3 Courses: Course 1, thence South 09°08'39" East, 1563.77 feet; Course 2, thence North 54°26'10" East, 139.34 feet; Course 3, thence South 09°08'39" East, 334.99 feet; thence South 54°26'10" West, departing said Westerly right of way line, 1829.63 feet; thence South 89°05'46" West, 1448.80 feet to a point lying on the Westerly line of said Section 17; thence North 00°55'57" West, along said Westerly line, 300.00 feet to the Point of Beginning.

Containing 97.17, acres more or less.

**TOWNSHIP 10 SOUTH, RANGE 30 EAST - Cont'd**

**Section 18** - NW 1/4 of NE 1/4; W 1/2; SE 1/4

**LESS AND EXCEPT** from Section 18 that portion conveyed in that instrument recorded in OR Book 2126, Page 551, Public Records of Flagler County, Florida;

## **TOWNSHIP 10 SOUTH, RANGE 30 EAST**

### **Less and Except Section 18 - Cont'd**

**LESS AND EXCEPT** that portion contained in Conservation Easement conveyed to St. Johns River Water Management District recorded in OR Book 2126, Page 557, Public Records of Flagler County, Florida.

**LESS AND EXCEPT** those parcels conveyed to Flagler County, Florida, by Special Warranty Deed from Raydient Palm Coast LLC, recorded June 16, 2025, as Instrument No. 2025024964 in OR Book 2968, Page 232, Flagler County, Florida, described as follows:

#### **Parcel B2**

A portion of Section 18, Township 10 South, Range 30 East, Flagler County Florida, being more particularly described as follows:

For a Point of Reference, commence at the Northwest corner of Section 18, Township 10 South, Range 30 East, Flagler County, Florida; thence North 89° 04' 09" East along the Northerly line of said Section 18, a distance of 1124.07 feet to the Northeast corner of lands designated Parcel 2, described and recorded in Official Records Book 2126, page 557, of said Public Records, also being the Southerly line of those lands designated Parcel CMP 2-1, described and recorded in Official Records Book 546, page 1197, of said Public Records; thence continue North 89°04'09" East, along last said lines, a distance of 1519.42 feet to the Northwest corner of those lands described and recorded in Official Records Book 2126, page 551, of said Public Records; thence South 00°52'53" East, departing last said Southerly line and said Northerly line of Section 18, along the Westerly line of said lands described in Official Records Book 2126, page 551 and along the Westerly lines of lands described in Official Records Book 1723, page 845 and Official Records Book 2112, page 844, of said Public Records, a distance of 2636.59 feet to the Southwest corner of those lands described and recorded in Official Records Book 2112, page 844 of said Public Records for the Point of Beginning.

From said Point of Beginning; thence North 89°02'19" East, along the Southerly line of last said lands and along the Southerly lines of lands described in Official Records Book 2082, page 1188, Official Records Book 1570, page 1661 and Official Records Book 546, page 1197, a distance of 2645.73 feet to a point lying on the Easterly line of said Section 18; thence South 00°55'57" East, along said Easterly line, 300.00 feet; thence South 89°02'19" West, departing said Easterly line, 1120.03 feet; thence South 00°57'41" East, 740.00 feet; thence South 89°02'19" West, 1252.09 feet;

**TOWNSHIP 10 SOUTH, RANGE 30 EAST**

**Less and Except Section 18 - Parcel B-2 - Cont'd**

thence North 16°17'16" West, 1034.80 feet; thence North 00°52'53" West, 42.00 feet to the Point of Beginning.

Containing 41.01, acres more or less.

**TOWNSHIP 10 SOUTH, RANGE 30 EAST**

**LESS AND EXCEPT – Cont'd**

**Parcel C**

A portion of Section 18, Township 10 South, Range 30 East, Flagler County Florida, being more particularly described as follows:

For a Point of Reference, commence at the Northwest corner of Section 18, Township 10 South, Range 30 East, Flagler County, Florida; thence North 89°04'09" East along the Northerly line of said section 18, 1124.07 feet to the Northeast corner of lands designated Parcel 2, described and recorded in Official Records Book 2126, Page 557, of said Public Records, said corner lying on the Northerly line of said Section 18, also being the Southerly line of those lands designated Parcel CMP 2-1, described and recorded in Official Records Book 546, page 1197, of said Public Records for the Point of Beginning.

From said Point of Beginning, thence continue North 89°04'09" East, along last said lines, a distance of 1519.42 feet to the Northwest corner of those lands described and recorded in Official Records Book 2126, page 551, of said Public Records; thence South 00°52'53" East, departing last said Southerly line and said Northerly line of Section 18, along the Westerly line of lands described in said Official Records Book 2126, page 551 and along the Westerly lines of lands described in Official Records Book 1723, page 845 and Official Records Book 2112, page 844, of said Public Records, a distance of 2636.59 feet to the Southwest corner of lands described in said Official Records Book 2112, page 844; thence continue South 00° 52'53" East, along the Southerly prolongation of said Westerly line of lands described in Official Records Book 2112, page 844, a distance of 42.00 feet; thence South 88°34'51" West, 2392.58 feet; thence North 18°52'24" West, 826.04 feet to a point lying on the Westerly line of said Section 18, said line being the dividing line between said Flagler County

**TOWNSHIP 10 SOUTH, RANGE 30 EAST**

**Less and Except Section 18 - Parcel C - Cont'd**

and St. Johns County; thence North 00°45'27" West, along said Westerly line of Section 18, a distance of 1236.47 feet to the Southerly line of the portion of designated Parcel 2 lying within Section 18, Southwest corner of those lands described and recorded in Official Records Book 2126, page 557, of said Public Records; thence South 77°00'12" East, along the Southerly line of last said lands, 1454.18 feet to the Southeast corner thereof; thence North 16°27'42" West, along the Easterly line of lands designated Parcel 2, described in said Official Records Book 2126, page 557, a distance of 1065.56 feet to the Point of Beginning.

Containing 136.88 acres, more or less.

**Section 19** - All of Section

**Section 20** - All that part lying West of the Florida East Coast Railway right-of-way;

**LESS AND EXCEPT** well site SW-128, more particularly described as a parcel of land lying in Government Section 20, Township 10 South, Range 30 East, being more particularly described as follows:

Commence at the Southwest corner of Section 20, Township 10 South, Range 30 East, Flagler County, Florida; thence North 00°26'40" West, along the West line of said Section 20, a distance of 1,354.63 feet; thence North 38°42'01" East, departing the West line of said Section 20, a distance of 178.37 feet to the Point of Beginning of this description; thence North 51°17'59" West, a distance of 70.00 feet; thence North 38°42'01" East, a distance of 100 feet; thence South 51°17'59" East, a distance of 70.00 feet; thence South 38°42'01" West, a distance of 100 feet to the Point of Beginning. Said parcel containing 0.16 acres, more or less.

**Section 29** - All that part lying West of the Florida East Coast Railway right-of-way;

**LESS AND EXCEPT** well site SW-133, more particularly described as a parcel of land lying in Government Section 29, Township 10 South, Range 30 East, being more particularly described as follows:

**TOWNSHIP 10 SOUTH, RANGE 30 EAST**  
**Section 29 Less and Except – Cont'd**

Commence at the Northeast corner of Section 32, Township 10 South, Range 30 East, Flagler County, Florida; thence South 89°48'24" West along the North line of said Section 32, a distance of 2,764.38 feet; thence North 17°36'05" West, departing said North line of Section 32, a distance of 1,462.39 feet; thence North 12°00'45" West, a distance of 2,909.78 feet; thence North 77°59'15" East, a distance of 174.49 feet to the Point of Beginning of this description; thence North 12°00'45" West, a distance of 100.00 feet; thence North 77°59'15" East, a distance of 70.00 feet; thence South 12°00'45" East, a distance of 100.00 feet; thence South 77°59'15" West, a distance of 70.00 feet to the Point of Beginning.

**LESS AND EXCEPT** well site SW-134, more particularly described as a parcel of land lying in Government Section 29, Township 10 South, Range 30 East, being more particularly described as follows:

Commence at the Northeast corner of Section 32, Township 10 South, Range 30 East, Flagler County, Florida; thence South 89°48'24" West along the North line of said Section 32, a distance of 2,816.78 feet; thence North 17°36'05" West, departing said North line of Section 32, a distance of 330.96 feet; thence South 72°23'55" West, a distance of 38.10 feet to the Point of Beginning of this description; thence continue South 72°23'55" West, a distance of 70.00 feet; thence North 17°36'05" West, a distance of 100.00 feet; thence North 72°23'55" East, a distance of 70.00 feet; thence South 17°36'05" East, a distance of 100.00 feet to the Point of Beginning.

**Section 30** - All of Section

**LESS AND EXCEPT** well site SW-129, more particularly described as a parcel of land lying in Government Section 30, Township 10 South, Range 30 East, being more particularly described as follows:

Commence at the Northeast corner of Section 30, Township 10 South, Range 30 East, Flagler County, Florida; thence South 89°23'58" West along the North line of said Section 30, a distance of 1,414.24 feet; thence South 00°51'56" East, departing the North line of said Section 30, a distance of 449.81 feet; thence South 02°27'15" West, a distance of 87.89 feet to the Point of Beginning of this description; thence North 87°32'45" East, a distance of 70.00 feet; thence South 02°27'15" East, a distance of 100.00 feet; thence South 87°32'45" West, a distance of

**TOWNSHIP 10 SOUTH, RANGE 30 EAST**  
**Section 30 Less and Except - Cont'd**

70.00 feet; thence North 02°27'14" West, a distance of 100 feet to the Point of Beginning. Said parcel containing 0.16 acre, more or less.

**LESS AND EXCEPT** well site SW-141, more particularly described as a parcel of land lying in Government Section 30, Township 10 South, Range 30 East, being more particularly described as follows:

Commence at the Southeast corner of Section 30, Township 10 South, Range 30 East, Flagler County, Florida; thence South 88°51'06"W along the South line of said Section 30, a distance of 826.15 feet; thence North 29°03'37" East, departing the South line of said Section 30, a distance of 685.63 feet; thence North 00°43'56" West, a distance of 384.36 feet; thence North 19°12'00" West, a distance of 620.25 feet; thence North 20°56'10" West, a distance of 98 1.43 feet to the Point of Beginning of this description; thence continue North 20°56'10" West, a distance of 100.00 feet; thence North 69°03'50" East, a distance of 70.00 feet; thence South 20°56'10" East, a distance of 100 feet; thence South 69°03'50" West, a distance of 70.00 feet to the Point of Beginning. Said parcel containing 0.16 acre, more or less.

**LESS AND EXCEPT** well site SW-142, more particularly described as a parcel of land lying in Government Section 30, Township 10 South, Range 30 East, being more particularly described as follows:

Commence at the Southeast corner of Section 30, Township 10 South, Range 30 East, Flagler County, Florida; thence South 88°51'06" West along the South line of said Section 30, a distance of 826.15 feet; thence North 29°03'37" East, departing said South line of Section 30, a distance of 685.63 feet; thence North 00°43'56" West, a distance of 10.77 feet to the Point of Beginning of this description; thence continue North 00-43'56" West, a distance of 100.29 feet; thence South 86°20'44" East, a distance of 77.67 feet; thence South 03°39'16" West, a distance of 100.00 feet; thence North 86°20'44" West, a distance of 70.00 feet to the Point of Beginning. Said parcel containing 0.17 acre, more or less.

**Section 31** - All of Section

**LESS AND EXCEPT** well site SW-144, more particularly described as a parcel of land lying in Government Section 31, Township 10 South, Range 30 East, being more particularly described as follows:

**TOWNSHIP 10 SOUTH, RANGE 30 EAST**  
**Section 31 Less and Except - Cont'd**

Commence at the Northeast corner of Section 31, Township 10 South, Range 30 East, Flagler County, Florida; thence South 88°51'06" West along the North line of said Section 31, a distance of 826.15 feet; thence South 29°03'37" West, departing North line of said Section 31, a distance of 209.32 feet; thence South 10°58'14" West, a distance of 817.88 feet; thence South 79°01'46" East, a distance of 441.13 feet to the Point of Beginning of this description; thence continue South 79°01'46" East, a distance of 70.00 feet; thence South 10°58'14" West, a distance of 100.00 feet; thence North 79°01'46" West, a distance of 70.00 feet; thence North 10°58'14" East, a distance of 100 feet to the Point of Beginning. Said parcel containing 0.16 acre, more or less.

**LESS AND EXCEPT** well site SW-145, more particularly described as a parcel of land lying in Government Section 31, Township 10 South, Range 30 East, being more particularly described as follows:

Commence at the Southeast corner of Section 31, Township 10 South, Range 30 East, Flagler County, Florida; thence North 00°38'19" East along the East line of said Section 31, a distance of 1,948.83 feet; thence South 86°29'52" West, departing said East line of Section 31, a distance of 815.96 feet to the Point of Beginning of this description; thence continue South 86°29'52" West, a distance of 106.45 feet; thence North 05°55'18" East, a distance of 70.96 feet; thence North 86°29'52" East, a distance of 83.85 feet; thence South 34°46'53" East, a distance of 21.15 feet; thence South 03°30'08" East, a distance of 51.93 feet to the Point of beginning. Said parcel containing 0.16 acre, more or less.

**Section 32** - All of Section

**LESS AND EXCEPT** the right-of-way of the Florida East Coast Railway.

**LESS AND EXCEPT** well site SW-135, more particularly described as a parcel of land lying in Government Section 32, Township 10 South, Range 30 East, being more particularly described as follows:

Commence at the Northeast corner of Section 32, Township 10 South, Range 30 East, Flagler County, Florida; thence South 00°40'42" East along the East line of Section 32, Township 10, Range 30 East, Flagler

**TOWNSHIP 10 SOUTH, RANGE 30 EAST**  
**Section 32 - Less and Except - Cont'd**

County, Florida, a distance of 1,532.01 feet to a point on the West line of the Florida East Coast Railroad, a 150 right of way as now established; thence North 09°09'52" West along said West right of way line and departing said East section line, a distance of 91.96 feet; thence South 84°02'41" West, departing said West right of way line, a distance of 108.81 feet; thence South 71°41'49" West, a distance of 1,014.82 feet; thence South 70°35'28" West, a distance of 442.50 feet to the Point of Beginning of this description; thence continue South 70°35'28" West, a distance of 100 feet; thence North 19°24'32" West, a distance of 70.00 feet; thence North 70°35'28" East, a distance of 100 feet; thence South 19°24'32" East, a distance of 70.00 feet to the Point of Beginning. Said parcel containing 0.16 acre, more or less. Together with a 200-foot radius from the center point of shown well per Ordinance Number 98-11, 9-8-98.

**LESS AND EXCEPT** well site SW-146, more particularly described as a parcel of land lying in Government Section 32, Township 10 South, Range 30 East, being more particularly described as follows:

Commence at the Northeast corner of Section 32, Township 10 South, Range 30 East, Flagler County, Florida; thence South 00°38'19" West along the West line of said Section 32, a distance of 3,291.15 feet; thence North 86°29'52" East, departing said West line of Section 32, a distance of 799.45 feet; thence North 64°50'10" East, a distance of 93.54 feet; thence North 54°54'40" East, a distance of 582.70 feet to the Point of Beginning of this description; thence North 35°05'20" West, a distance of 70.00 feet; thence North 54°54'40" East, a distance of 100 feet; thence South 35°05'20" East, a distance of 70.00 feet; thence South 54°54'40" West, a distance of 100.00 feet to the Point of Beginning. Said parcel containing 0.16 acre, more or less.

**TOWNSHIP 10 SOUTH, RANGE 30 EAST**

**Section 33** - That portion of Section 33 lying West of the Florida East Coast Railway right-of-way.

## **TOWNSHIP 11 SOUTH, RANGE 30 EAST – Cont'd**

**Section 4** - All of Section lying West of the Florida East Coast Railway right-of-way;

**Section 5** - All of Section

**LESS AND EXCEPT** the following Palm Coast Utility Corp, well site SW- 115 (description furnished by Palm Coast Utility Corp).

A parcel of land lying in Government Section 5, Township 1 1 South, Range 30 East, Flagler County, Florida, being more particularly described as follows:

From a Point of Reference being the Southeast corner of said Section 5; Thence South  $88^{\circ}35'11''$  West 1670.47 feet along the southerly boundary line of said Section 5; Thence departing said southerly boundary line North  $01^{\circ}24'49''$  West 97.40 feet to the Point of Beginning of this description; Thence South  $64^{\circ}53'51''$  West 84.19 feet; Thence North  $25^{\circ}06'09''$  West 100.00 feet; Thence North  $64^{\circ}53'51''$  East 84.19 feet; Thence South  $25^{\circ}06'09''$  East 100 feet to the Point of Beginning of this description. Excepting parcel containing 0.19 acre, more or less.

**LESS AND EXCEPT** well site SW-127, more particularly described as a parcel of land lying in Government Section 5, Township 11 South, Range 30 East, being more particularly described as follows:

Commence at the Southeast corner of Section 32, Township 10 South, Range 30 East, Flagler County, Florida; thence South  $88^{\circ}57'21''$  West along the South line of said Section 32, a distance of 3,017.14 feet; thence South  $14^{\circ}02'57''$  East, departing said South line of Section 32, a distance of 3,005.72 feet to the Point of Beginning of this description; thence North  $75^{\circ}57'03''$  East, a distance of 70.00 feet; thence South  $14^{\circ}02'57''$  East, a distance of 100.00 feet; thence South  $75^{\circ}57'03''$  West, a distance of 70.00 feet; thence North  $14^{\circ}02'57''$  West, a distance of 100 feet to the Point of Beginning. Said parcel containing 0.16 acres, more or less.

**LESS AND EXCEPT** well site SW-136, more particularly described as a parcel of land lying in Government Section 5, Township 11 South, Range 30 East, being more particularly described as follows:

**TOWNSHIP 11 SOUTH, RANGE 30 EAST**  
**Section 5 Less and Except - Cont'd**

Commence at the Southeast corner of Section 32, Township 10 South, Range 30 East, Flagler County, Florida; thence South 88°57'21" West along the South line of said Section 32, a distance of 3,017.14 feet;

Thence South 14°02'57" East, departing said South line of Section 32, a distance of 454.91 feet to the Point of Beginning of this description; thence North 75°57'03" East, a distance of 70.00 feet; thence South 14°02'57" East, a distance of 100 feet; thence South 75°57'03" West, a distance of 70.00 feet; thence North 14°02'57" West, a distance of 100 feet to the Point of Beginning. Said parcel containing 0.16 acre, more or less.

**Section 6** - All of Section

**Section 7** - All of Section

**Section 8** - All of Section

**LESS AND EXCEPT** the following Palm Coast Utility Corp. Well site SW-114, (description furnished by Palm Coast Utility Corp.)

A parcel of land lying in Government Section 8, Township 11 South, Range 30 East, Flagler County, Florida, being more particularly described as follows:

From a Point of Reference being the Northeast corner of said Government Section 8; Thence South 01°12'30" West 1158.40 feet along the easterly boundary line of said Section 8; Thence departing said easterly boundary line North 88°47'30" West 334.35 feet to the Point of Beginning of this description; Thence South 10°21'36" West 60.00 feet; Thence North 79°38'24" West 60.00 feet; Thence North 10°21'36" East 60.00 feet; Thence South 79°38'24" East 60.00 feet to the Point of Beginning of this description, containing 0.08 acres, more or less.

**Section 9** - All that part lying West of the Florida East Coast Railway right-of-way;

**Section 16** - That portion of Section 16 lying West of the westerly right of way line of the Florida East Coast Railway (150-foot right-of-way), containing 317.5177 acres, more or less;

**TOWNSHIP 11 SOUTH, RANGE 30 EAST - Cont'd**

**Section 17** - The North 1/2 of the North 1/2; the SE 1/4 of the NW 1/4; the SE 1/4 of NE 1/4; the E 1/2 of SE 1/4; the E 3/4 of NW 1/4 of SE 1/4; The SW 1/4 of NW 1/4 and NW 1/4 of SW 1/4;

**Section 18** - All of Section **Except** right of way for Highway 13 a/k/a Brick Road;

**Section 19** - All of Section **Except** right of way for Highway 13 a/k/a Brick Road;

**Section 20** - All of Section 20, **LESS** Hargrove Grade

**Section 21** - All of Section 21, lying and being West of the right-of-way of Florida East Coast Railway (150-foot right-of-way);

**Section 22** - The portion of the NE 1/4 lying West of the West right-of-way line of U.S. Highway No. 1 (300' R/W) and being more particularly described as follows:

From the Point of Reference being the Northwest corner of the NE 1/4 of Section 22, said corner being marked by a 4" x 4" "Moody" Concrete Monument, bear N 89°01'09" E, along the North line of the NE 1/4 of Section 22, a distance of 118.31 feet to a point of intersection with said West right-of-way line of U.S. Highway No. 1, said point being marked by a 4"x 4" Concrete Monument with metal cap stamped L.S. 2238; Thence S 13°30'16" E, along West right-of-way line, a distance of 749.20 feet to the Point of Beginning; Thence S 13°30'16" E, continuing along said West right-of-way line of U.S. Highway No. 1, a distance of 200.00 feet; Thence S 74°13'18" W, departing West right-of-way line, a distance of 145.75 feet; Thence S 00°01'07" W, a distance of 500 feet; Thence S 88°26'15" W a distance of 200 feet to the West line of the NE 1/4 of Section 22; Thence N 00°01'17" E along the West line of the NE 1/4, a distance of 720 feet; Thence N 86°11'15" E, departing West line of the NE 1/4, a distance of 294.13 feet to the West right-of-way line of U.S. Highway No. 1 and the Point of Beginning.

**ALSO**, the West 1/2 of **Section 22**,

**LESS AND EXCEPT** that parcel conveyed to Raydient LLC dba Raydient Places + Properties LLC by Special Warranty Deed from Rayonier Forest Resources LP, dated October 14, 2022, recorded in OR Book 2729, Page 267 of the public records of Flagler County, Florida, described as follows:

**TOWNSHIP 11 SOUTH, RANGE 30 EAST**  
**Section 22 - Less & Except - Cont'd**

S 1/2 of the SE 1/4 of the SE 1/4 of the NW 1/4;  
E 1/2 of the S 1/2 of the SW 1/4 of the SE 1/4 of the NW 1/4;  
E 1/2 of the W 1/2 of the E 1/2 of the SW 1/4;  
E 1/2 of the E 1/2 of the SW 1/4

**LESS AND EXCEPT** that part conveyed to Raccoon Realty, Inc. by deed recorded July 7, 2007, in OR Book 1600, Page 1785 of the public records of Flagler County, Florida, described as follows:

A parcel of land situated in the NW 1/4 of Section 22, Township 11 South, Range 30 East, Flagler County, Florida, being a portion of that land described in O.R. Book 1501, Pages 1664 through 1674, said O.R. Book and Pages hereafter known as the Holland M. Ware Property, and being more particularly described as follows:

From the Point of Beginning being the Northeast corner of said Holland M. Ware Property, also being the NE 1/4 of said NW 1/4 of Section 22, said corner being marked by a 4" x 4" "Moody" Concrete Monument, bear S 00°01'07" W along the East line of Holland M. Ware Property, also being the East line of the NW 1/4 of Section 22, a distance of 680.00 feet; Thence S 88°59'45" W, departing East line of Holland M. Ware Property, a distance of 325 feet; Thence N 00°01'07" E, parallel to said East line of Holland M. Ware Property, a distance of 680.00 feet to the North line of the NW 1/4 of Section 22, also being the North line of Holland M. Ware Property; Thence N 88°59'45" E, along the North line, a distance of 325 feet to the Northeast corner of Holland M. Ware Property, the Northeast corner of the NW 1/4 of Section 22 and the Point of Beginning.

**Section 28** - The North 1/2, **LESS** railroad right-of-way, and the North 3/4 of the NW 1/4 of the SE 1/4;

The S 1/2 of SW 1/4 the NE 1/4 of SW 1/4; the SW 1/4 of SE 1/4; and S 1/2 of S 1/2 of NW 1/4 of SE 1/4; NW 1/4 of SW 1/4;

**Together With** all of the following parcel of land (Parcel B) in Official Records Book 437, pages 1705 to 1707;

**TOWNSHIP 11 SOUTH, RANGE 30 EAST**  
**Section 28 - Cont'd**

A 100-foot by 400 feet rectangular shaped parcel of land lying within Section 28, Township 11 South, Range 30 East, Flagler County, Florida being more particularly described as follows: Beginning at the intersection of the North line of the East 1/2 of the Southeast 1/4 of said Section 28 and the westerly limit of the

100-foot right-of-way of the Moultrie Cutoff of the Florida East Coast Railway, Thence West along said North line 100 feet. Thence southeasterly parallel to said westerly right-of-way limit 400 feet. Thence East parallel to said north line of said East 1/2 of Southeast 1/4, 100 feet. Thence Northwesterly along said westerly right-of-way limit 400 feet to the point of beginning; said rectangular parcel also referenced in Deed Book 11, Page 38, all being a part of the Public Records of and situate in Flagler County, Florida.

**ALSO**, A parcel of land lying in Government Section 28, Township 11 South, Range 30 East, lying West of FL East Coast Railway, being all that portion of the Dorena Subdivision, Plat Book 2, Page 21, as conveyed from ITT Rayonier Incorporated to ITT Land Corporation November 17, 1972, recorded on Page 246 of Official Records Book 45, Pages 244 through 248, together with all that portion of the East 1/2 of the Southeast 1/4 of said Section 28, lying South of the Dorena Subdivision, all being a portion of the Public Records of and situate within Flagler County, Florida.

**LESS AND EXCEPT** the right-of-way of the Florida East Coast Railway (150-foot right-of-way)

**Section 29** - All of Section, **LESS and EXCEPT** Hargrove Grade.

**Section 30** - NE 1/4; N 1/2 of NW 1/4; SE 1/4 of NW 1/4; NE 1/4 of SW 1/4; S 1/2 of SW 1/4; E 1/2 of SE 1/4; NW 1/4 of SW 1/4; and SW 1/4 of NW 1/4; and a parcel of land in the Northeast corner of the NW 1/4 of SE 1/4 per Deed Book 9, Page 145, as follows:

Begin at Northeast corner of NW 1/4 of SE 1/4; thence West 880 feet to center line of Brick Road; thence South along centerline of said Brick Road 390 feet; thence Eastward 810 feet; Thence North to beginning;

**Township 11 South, Range 30 East - Cont'd**

**ALSO**, a parcel of land in the SW 1/4 of SE 1/4 per Deed Book 9, Page 277, being the North 125 feet of the South 143 feet of the SW 1/4 of SE 1/4 West

of Brick Road; all land described in Deed Book 10, Page 221 in Section 30, Except Florida East Coast Railroad right of way; and Except right of way of Highway 13 a/k/a Brick Road;

**Section 31** - West 1/2 lying North of Highway 205;

**LESS AND EXCEPT** lands conveyed to Florida Power & Light Company set forth in Special Warranty Deed recorded in OR Book 213, Page 795, Flagler County Records;

**LESS AND EXCEPT** that portion of the W 1/2 of the NW 1/4 lying North of Highway 205 and South and West of lands conveyed to Florida Power & Light Company set forth in Special Warranty Deed recorded in OR Book 213, Page 795, Flagler County Records

**Section 31** - The North Half of the Northwest Quarter of the North East Quarter lying West of Old Brick Road (aka N Old Dixie Hwy) in Section 31, Township 11 South, Range 30 East.

**LESS AND EXCEPT** A parcel measuring 82 feet by 287 feet in the southeast corner thereof as shown on the First Addition to Espanola, Florida recorded in Plat Book 2, page 28, St Johns County Public Records (now Flagler County, Florida)

**LESS AND EXCEPT** The east 250 feet of Burnsed Avenue as shown on said plat and on that certain Resubdivision of the First Addition to Espanola, Florida recorded in Plat Book 2, page 16, Flagler County Public Records.

**LESS AND EXCEPT** Lots 49 through 54, inclusive as shown on the First Addition to Espanola, Florida recorded in Plat Book 2, page 28, St Johns County Public Records (now Flagler County, Florida)

**TOWNSHIP 11 SOUTH, RANGE 30 EAST**  
**Section 31 - Less & Except - Cont'd**

**LESS AND EXCEPT** The east 250 feet of Edminster Avenue as shown on that certain Resubdivision of the First Addition to Espanola, Florida recorded in Plat Book 2, page 16, Flagler County Public Records.

**Section 32** - The East 1/2 of the East 1/2; together with the following parcel of land in the Southwest 1/4 of the Southeast 1/4 described as follows:

Commence at the Northeast corner of the Southwest 1/4 of the Southeast 1/4 at a 4" x 4" concrete monument;

thence along the East line of the Southwest 1/4 of the Southeast 1/4 South 00 degrees 05 minutes 02 seconds East a distance of 718.15 feet to an iron pipe and cap (LB 6888) located on the northerly maintained right of way of an existing dirt road, said point marking the point of beginning of the herein described parcel;

thence South 73 degrees 42 minutes 15 seconds West along said Northerly maintained right of way line 446.36 feet to the point of curvature of a curve to the left, concave Southeast, having a radius of 574.60 feet;

thence Southwesterly along said Northerly maintained right of way line and the arc of said curve 181.18 feet, through a central angle of 18 degrees 04 minutes 00 seconds and being subtended by a chord bearing and distance of

South 64 degrees 40 minutes 15 seconds West 180.43 feet to the point of tangency;

thence South 55 degrees 38 minutes 16 seconds West continuing along said Northerly maintained right of way line 173.18 feet to a point on the Northeasterly right of way line of State Road No. 13 (a variable width right of way);

thence Southeast 48 degrees 54 minutes 41 seconds East to a point where the Northeasterly right of way line of S. R. 13 (a variable width right of way)

**TOWNSHIP 11 SOUTH, RANGE 30 EAST**  
**Section 32 - Cont'd**

intersects the southern boundary line of Section 32, Township 11 South, Range 30 East;

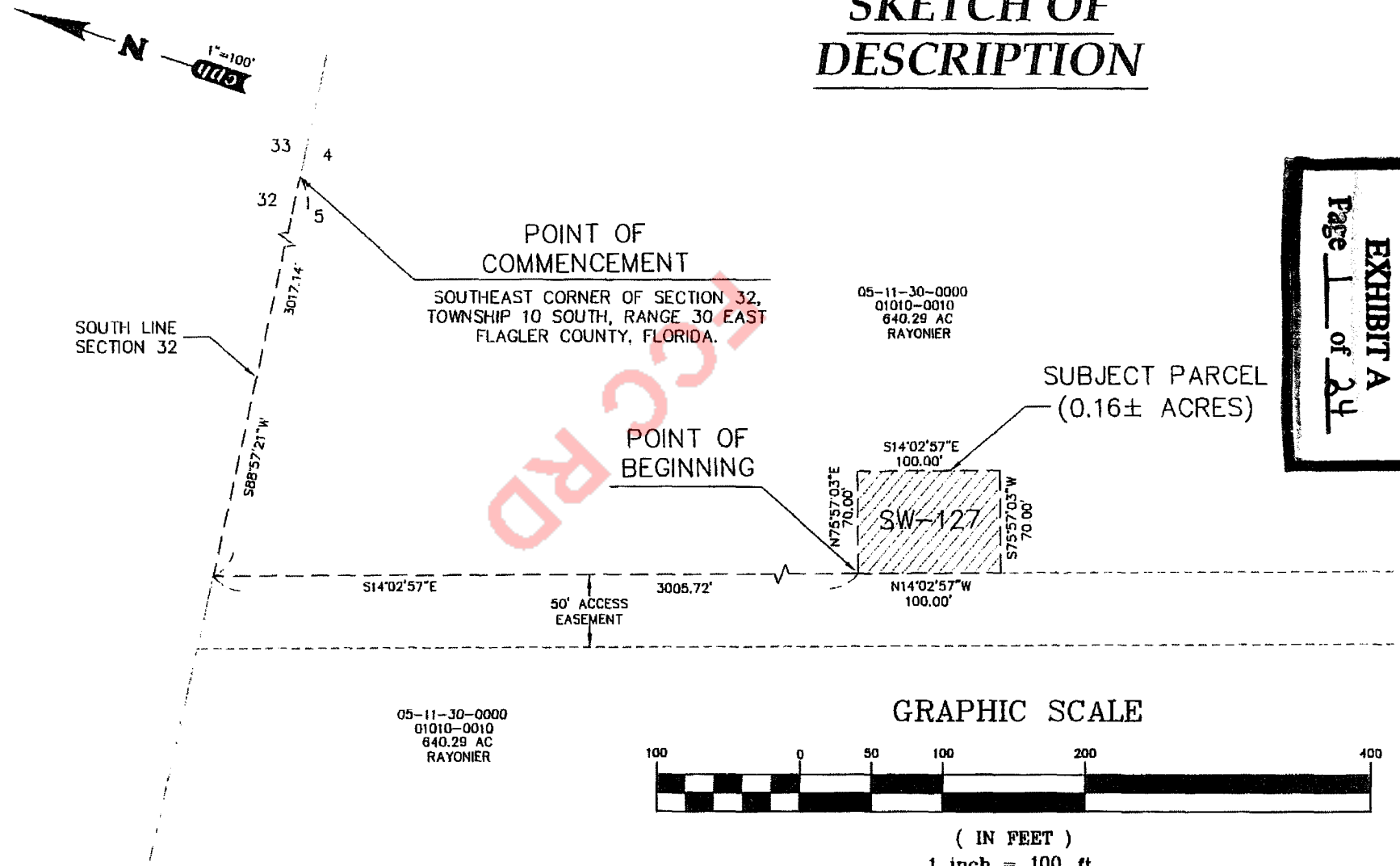
thence South 89 degrees 03 minutes 16 seconds East along said southern boundary of Section 32 to a concrete monument (LS 2615);

thence North 00 degrees 05 minutes 02 seconds West 598.69 feet to the Point of Beginning.

**Section 33** - All lying and being West of the right-of-way of the Florida East Coast Railway, (150 foot right-of-way);

# SKETCH OF DESCRIPTION

**EXHIBIT A**  
 Page 1 of 24



05-11-30-0000  
01010-0010  
640.29 AC  
RAYONIER

05-11-30-0000  
01010-0010  
640.29 AC  
RAYONIER

### GRAPHIC SCALE



( IN FEET )  
1 inch = 100 ft.

**ABBREVIATION & SYMBOL LEGEND:**

- F.E.C. - FLORIDA EAST COAST
- SW - SHALLOW WELL
- R/W - RIGHT OF WAY

**NOT VALID WITHOUT SHEETS 1 & 2 OF 2**

**cph** Engineers  
Planners  
Landscape Architects  
Surveyors  
Construction Management  
www.cphengineers.com  
530 PALM COAST PARKWAY SOUTHWEST, PALM COAST, FL, 32137  
Phone: 386.445.6569 Fax: 386.447.8991

REVISION	BY	DATE
SKETCH OF DESCRIPTION SW127	MC	4/24/07
REVISED TITLE	MC	1/27/08
REVISED SW127	MC	8/22/08
REVISED SW127	BB	8/10/10

Certificate of Authorization No. 7143

# LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN GOVERNMENT SECTION 5, TOWNSHIP 11 SOUTH, RANGE 30 EAST, FLAGLER COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 32, TOWNSHIP 10 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA; THENCE SOUTH 88°57'21" WEST ALONG THE SOUTH LINE OF SAID SECTION 32 A DISTANCE OF 3017.14 FEET, THENCE SOUTH 14°02'57" EAST, DEPARTING SAID SOUTH LINE OF SECTION 32 A DISTANCE OF 3005.72 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 75°57'03" EAST A DISTANCE OF 70.00 FEET, THENCE SOUTH 14°02'57" EAST A DISTANCE OF 100.00 FEET, THENCE SOUTH 75°57'03" WEST A DISTANCE OF 70.00 FEET, THENCE NORTH 14°02'57" WEST A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 0.16 ACRES MORE OR LESS.

FCC RD

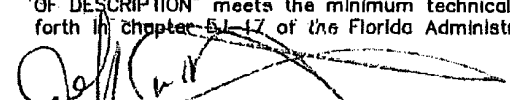
**EXHIBIT A**  
Page 2 of 24

### Survey Notes:

1. "NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER".
2. BEARINGS SHOWN HEREON ARE ASSUMED AND RELATIVE TO THE SOUTH LINE OF SECTION 32, TOWNSHIP 10 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA. SAID BEARING BEING SOUTH 88°57'21" WEST.
3. NO UNDERGROUND UTILITIES, FOUNDATIONS OR IMPROVEMENTS, IF ANY, ARE LOCATED, UNLESS SHOWN HEREON.
4. THIS SKETCH WAS PROVIDED WITHOUT THE BENEFIT OF AN ABSTRACT OR TITLE COMMITMENT.
5. THIS IS NOT A BOUNDARY SURVEY.
6. THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS AND/OR OTHER MATTERS NOT SHOWN ON THIS DRAWING WHICH MAY BE FOUND IN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA

### Surveyor's Certification:

I hereby certify that the attached "SKETCH OF DESCRIPTION" of the hereon-described property is true and correct to the best of my knowledge, information and belief as sketched under my direction on August 10, 2010. I further certify that this "SKETCH OF DESCRIPTION" meets the minimum technical standards set forth in Chapter 5J-17 of the Florida Administrative Code.

  
Jeffrey W. Paterson, P.S.M.  
Professional Surveyor and Mapper  
Florida Registration No. 6384

**NOT VALID WITHOUT SHEETS 1 & 2 OF 2**



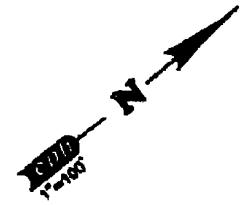
**Engineers**  
**Plumbers**  
**Landscape Architects**  
**Surveyors**  
**Construction Management**  
[www.cphengineers.com](http://www.cphengineers.com)  
 520 PALM COAST PARKWAY SOUTHWEST, PALM COAST, FL, 32137  
 Phone: 386.445.6569 Fax: 386.447.8991

REVISION	BY	DATE
REVISED LEGAL DESCRIPTION SW127	MC	1/22/09
REVISED TITLE	MC	1/27/09
REVISED LEGAL DESCRIPTION SW127	MC	8/22/09
REVISED LEGAL DESCRIPTION SW127	BB	8/10/10

Certificate of Authorization No. 7143

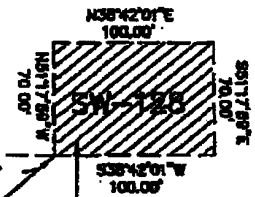
# SKETCH OF DESCRIPTION

SHEET 1 OF 2



19-10-30-0000  
01010-0000  
644.92 AC  
RAYONIER

20-10-30-0000  
01010-0000  
470.34 AC  
RAYONIER



POINT OF BEGINNING

WEST LINE SECTION 20

POINT OF COMMENCEMENT

SOUTHWEST CORNER OF SECTION 20,  
TOWNSHIP 10 SOUTH, RANGE 30 EAST  
FLAGLER COUNTY, FLORIDA.

19  
30  
20  
29

GRAPHIC SCALE



( IN FEET )  
1 inch = 100 ft.

**ABBREVIATION & SYMBOL LEGEND:**

- F.E.C. - FLORIDA EAST COAST
- SW - SHALLOW WELL
- R/W - RIGHT OF WAY

EXHIBIT A  
 Page 3 of 24

**NOT VALID WITHOUT SHEETS 1 & 2 OF 2**

Engineer  
 Planner  
 Landscape Architects  
 Surveyors  
 Construction Management  
**W W W ENGINEERS, P.A.**  
 110 PALM COAST PARKWAY SOUTHWEST, PALM COAST, FL, 32137  
 Phone: 386.928.0200 Fax: 386.928.0201

NO.	DATE	BY	REVISION
01	4/26/07	MC	ISSUE FOR PERMIT
02	1/27/08	MC	ISSUE FOR CONSTRUCTION
03	8/23/08	MC	ISSUE FOR RECORD

# LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN GOVERNMENT SECTION 20, TOWNSHIP 10 SOUTH, RANGE 30 EAST, FLAGLER COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 20, TOWNSHIP 10 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA; THENCE NORTH 00°26'40" WEST, ALONG THE WEST LINE OF SAID SECTION 20, A DISTANCE OF 1354.63 FEET, THENCE NORTH 38°42'01" EAST, DEPARTING THE WEST LINE OF SAID SECTION 20, A DISTANCE OF 178.37 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 51°17'59" WEST A DISTANCE OF 70.00 FEET, THENCE NORTH 38°42'01" EAST A DISTANCE OF 100.00 FEET, THENCE SOUTH 51°17'59" EAST A DISTANCE OF 70.00 FEET, THENCE SOUTH 38°42'01" WEST A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 0.16 ACRES MORE OR LESS.

CCRD

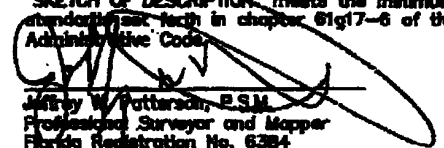
EXHIBIT A  
Page 4 of 24

### Survey Notes:


1. "NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER".
2. BEARINGS SHOWN HEREON ARE ASSUMED AND RELATIVE TO THE WEST LINE OF SECTION 30, TOWNSHIP 10 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA. SAID BEARING BEING NORTH 00°26'40" WEST.
3. NO UNDERGROUND UTILITIES, FOUNDATIONS OR IMPROVEMENTS, IF ANY, ARE LOCATED, UNLESS SHOWN HEREON.
4. THIS SKETCH WAS PROVIDED WITHOUT THE BENEFIT OF AN ABSTRACT OR TITLE COMMITMENT.
5. THIS IS NOT A BOUNDARY SURVEY.
6. THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS AND/OR OTHER MATTERS NOT SHOWN ON THIS DRAWING WHICH MAY BE FOUND IN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA

### Surveyor's Certification:

I hereby certify that the attached "SKETCH OF DESCRIPTION" of the herein-described property is true and correct to the best of my knowledge, information and belief as sketched under my direction on September 22, 2008. I further certify that this "SKETCH OF DESCRIPTION" meets the minimum technical standards set forth in chapter 61g17-6 of the Florida Administrative Code.

  
Jeffrey W. Patterson, P.S.M.  
Professional Surveyor and Mapper  
Florida Registration No. 6384

**NOT VALID WITHOUT SHEETS 1 & 2 OF 2**

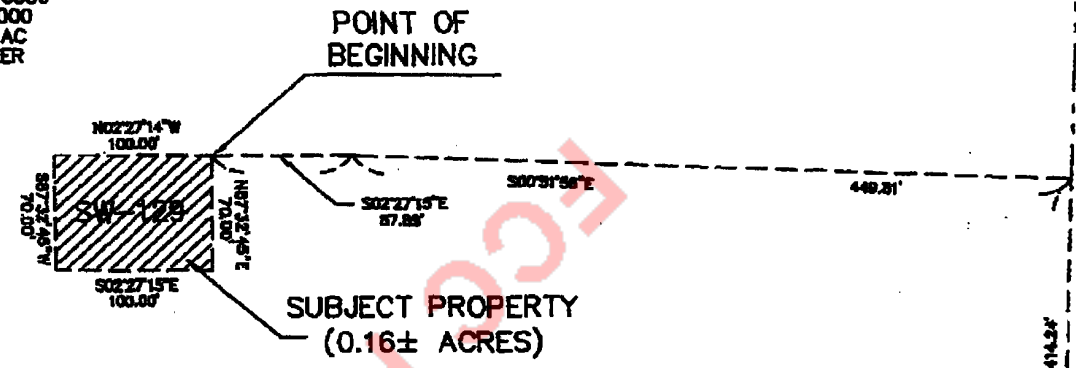
	Engineer	BY	DATE
	Planner	NO	1/21/09
	Landscape Architect	NO	1/22/09
	Surveyor	NO	8/22/08
Construction Management			
www.sphongineers.com 400 PALM COURT WAREHOUSING DISTRICT, PALM BEACH, FL 33480 Phone: 561.646.9999 Fax: 561.646.9999			

**ABBREVIATION & SYMBOL LEGEND:**

- F.E.C. - FLORIDA EAST COAST
- SW - SHALLOW WELL
- R/W - RIGHT OF WAY

**SKETCH OF DESCRIPTION**

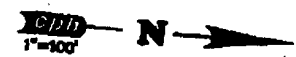
30-10-30-0000  
01010-0000  
852.40 AC  
RAYONIER



30-10-30-0000  
01010-0000  
852.40 AC  
RAYONIER

NORTH LINE  
SECTION 30

POINT OF  
COMMENCEMENT  
NORTHEAST CORNER OF SECTION 30,  
TOWNSHIP 10 SOUTH, RANGE 30 EAST  
FLAGLER COUNTY, FLORIDA.



**GRAPHIC SCALE**



( IN FEET )  
1 inch = 100 ft.

EXHIBIT A  
Page 5 of 24

**NOT VALID WITHOUT SHEETS 1 & 2 OF 2**

Engineer  
Planner  
Landscape Architects  
Surveyors  
Construction Management

www.cpb-engineers.com  
200 PALM COAST PARKWAY SUITE 100, PALM COAST, FL 32137  
Phone: 386.929.8282 Fax: 386.929.8283

NO.	BY	DATE
1	SP	4/24/07
2	SP	1/22/08
3	SP	9/22/08

EXHIBIT A

Page 6 of 24

SHEET 2 OF 2

# LEGAL DESCRIPTION

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

COMMENCE AT THE NORTHEAST CORNER OF SECTION 30, TOWNSHIP 10 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA; THENCE SOUTH 89°23'58" WEST, ALONG THE NORTH LINE OF SAID SECTION 30, A DISTANCE OF 1414.24 FEET, THENCE SOUTH 00°51'56" EAST, DEPARTING THE NORTH LINE OF SAID SECTION 30 A DISTANCE OF 448.81 FEET, THENCE SOUTH 02°27'15" WEST A DISTANCE OF 87.89 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 87°32'45" EAST A DISTANCE OF 70.00 FEET, THENCE SOUTH 02°27'15" EAST A DISTANCE OF 100.00 FEET, THENCE SOUTH 87°32'45" WEST A DISTANCE OF 70.00 FEET, THENCE NORTH 02°27'14" WEST A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 0.16 ACRES MORE OR LESS.

## Survey Notes:

1. "NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER."

2. BEARINGS SHOWN HEREON ARE ASSUMED AND RELATIVE TO THE NORTH LINE OF SECTION 30, TOWNSHIP 10 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA, SAID BEARING BEING SOUTH 89°23'58" WEST.

3. NO UNDERGROUND UTILITIES, FOUNDATIONS OR IMPROVEMENTS, IF ANY, ARE LOCATED, UNLESS SHOWN HEREON.

4. THIS SKETCH WAS PROVIDED WITHOUT THE BENEFIT OF AN ABSTRACT OR TITLE COMMITMENT. THIS IS NOT A BOUNDARY SURVEY.

6. THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS AND/OR OTHER MATTERS NOT SHOWN ON THIS DRAWING WHICH MAY BE FOUND IN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

NOT VALID WITHOUT SHEETS 1 & 2 OF 2

NO. 1494/02	SECTION OF REGISTRATION	NO. 1494/02
NO. 1494/02	SECTION OF REGISTRATION	NO. 1494/02
NO. 1494/02	SECTION OF REGISTRATION	NO. 1494/02
NO. 1494/02	SECTION OF REGISTRATION	NO. 1494/02

Signature: \_\_\_\_\_  
 License No.: \_\_\_\_\_  
 Commission Expiration: \_\_\_\_\_  
 State of Florida  
 Department of Natural Resources  
 2500 PALM COURT PALM BEACH, FLORIDA 33480

## Surveyor's Certification:

I hereby certify that the attached "SKETCH OF DESCRIPTION" of the herein-described property is true and correct to the best of my knowledge, information and belief as stated under my direction on September 22, 2009. I further certify that this "SKETCH OF DESCRIPTION" meets the minimum technical standards set forth in Chapter 897-8, of the Florida Administrative Code.

Robert A. Patterson, P.S.M.  
 Registered Surveyor and Mapper  
 Florida Registration No. 6384

SHEET 1 OF 2

# SKETCH OF DESCRIPTION

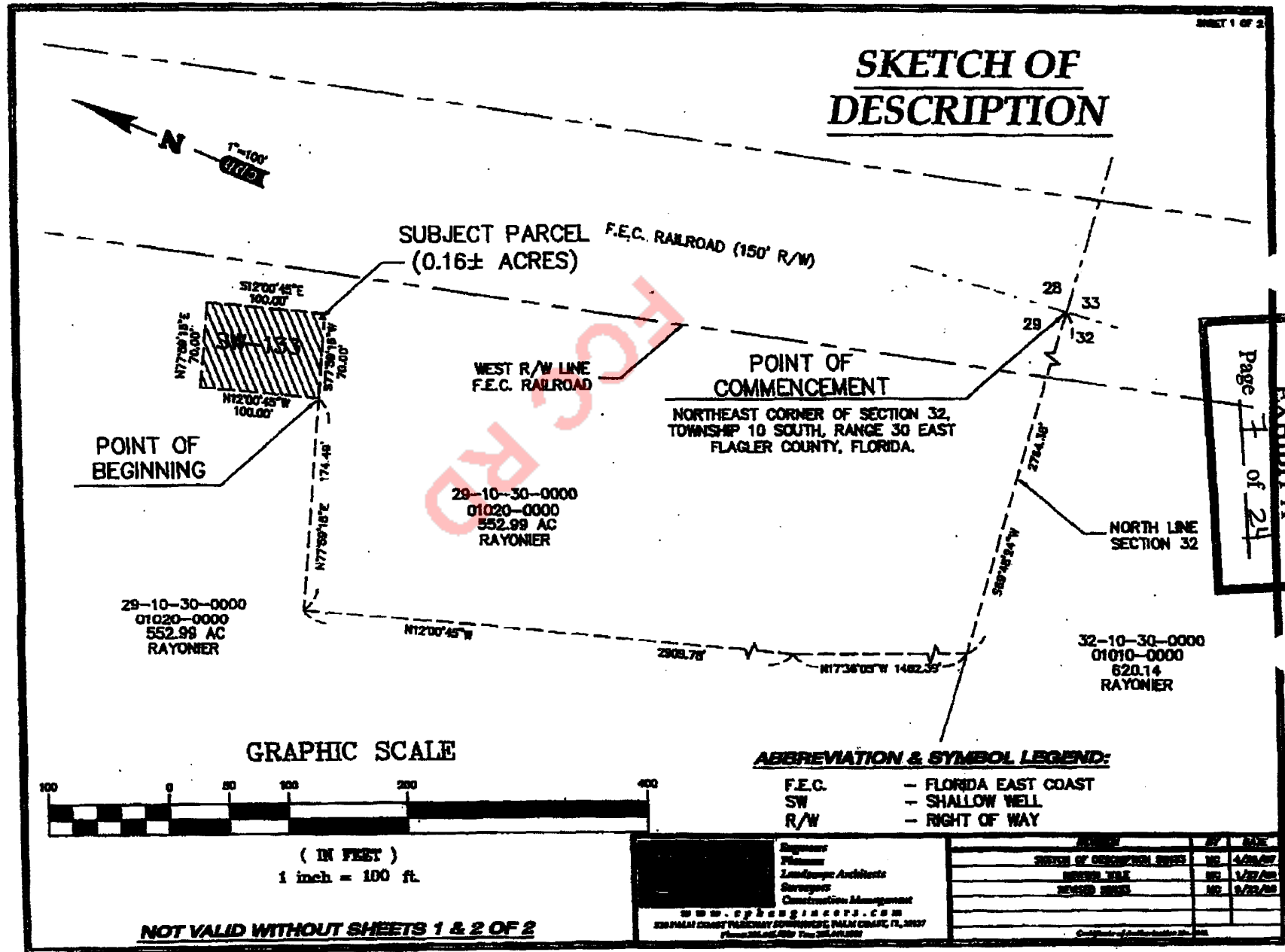


EXHIBIT A  
Page 1 of 24

POINT OF BEGINNING

SUBJECT PARCEL F.E.C. RAILROAD (150' R/W)  
(0.16± ACRES)

WEST R/W LINE F.E.C. RAILROAD

POINT OF COMMENCEMENT

NORTHEAST CORNER OF SECTION 32, TOWNSHIP 10 SOUTH, RANGE 30 EAST FLAGLER COUNTY, FLORIDA.

NORTH LINE SECTION 32

29-10-30-0000  
01020-0000  
552.99 AC  
RAYONIER

29-10-30-0000  
01020-0000  
552.99 AC  
RAYONIER

32-10-30-0000  
01010-0000  
620.14  
RAYONIER

GRAPHIC SCALE



( IN FEET )  
1 inch = 100 ft.

**ABBREVIATION & SYMBOL LEGEND:**

- F.E.C. - FLORIDA EAST COAST
- SW - SHALLOW WELL
- R/W - RIGHT OF WAY

NOT VALID WITHOUT SHEETS 1 & 2 OF 2

Engineer  
Planner  
Landscape Architects  
Surveyors  
Construction Management  
3030 W. Cypress Gardens Blvd., Suite 200  
PALM BEACH, FLORIDA 33411  
Phone: 561.845.1111 Fax: 561.845.1112

NO.	DATE	BY	DATE
1	4/26/07	ME	4/26/07
2	1/27/08	ME	1/27/08
3	5/22/08	ME	5/22/08

# LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN GOVERNMENT SECTION 28, TOWNSHIP 10 SOUTH, RANGE 30 EAST, FLAGLER COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 32, TOWNSHIP 10 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA; THENCE SOUTH 89°48'24" WEST ALONG THE NORTH LINE OF SAID SECTION 32 A DISTANCE OF 2784.38 FEET, THENCE NORTH 17°36'05" WEST, DEPARTING SAID NORTH LINE OF SECTION 32 A DISTANCE OF 1462.39 FEET, THENCE NORTH 12°00'45" WEST A DISTANCE OF 2909.78 FEET, THENCE NORTH 77°59'15" EAST A DISTANCE OF 174.49 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 12°00'45" WEST A DISTANCE OF 100.00 FEET, THENCE NORTH 77°59'15" EAST A DISTANCE OF 70.00 FEET, THENCE SOUTH 12°00'45" EAST A DISTANCE OF 100.00 FEET, THENCE SOUTH 77°59'15" WEST A DISTANCE OF 70.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 0.16 ACRES MORE OR LESS.

RECORDED

EXHIBIT A  
Page 8 of 24

### Survey Notes:


1. "NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER".
2. BEARINGS SHOWN HEREON ARE ASSUMED AND RELATIVE TO THE NORTH LINE OF SECTION 32, TOWNSHIP 10 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA. SAID BEARING BEING SOUTH 89°48'24" WEST.
3. NO UNDERGROUND UTILITIES, FOUNDATIONS OR IMPROVEMENTS, IF ANY, ARE LOCATED, UNLESS SHOWN HEREON.
4. THIS SKETCH WAS PROVIDED WITHOUT THE BENEFIT OF AN ABSTRACT OR TITLE COMMITMENT.
5. THIS IS NOT A BOUNDARY SURVEY.
6. THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS AND/OR OTHER MATTERS NOT SHOWN ON THIS DRAWING WHICH MAY BE FOUND IN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA

### Surveyor's Certification:

I hereby certify that the attached "SKETCH OF DESCRIPTION" of the hereon-described property is true and correct to the best of my knowledge, information and belief as sketched under my direction on September 22, 2008. I further certify that this "SKETCH-OF-DESCRIPTION" meets the minimum technical standards set forth in chapter 61g17-8 of the Florida Administrative Code.

*[Signature]*  
Johnny M. Patterson, P.S.M.  
Professional Surveyor and Mapper  
Florida Registration No. 6384

NOT VALID WITHOUT SHEETS 1 & 2 OF 2

 Engineers Planners Landscape Architects Surveyors Construction Management www.cphengineering.com 220 PALM COURT PALM BEACH, FLORIDA 33480 Phone: 561.833.2222 Fax: 561.833.2222	ISSUED	BY	DATE
	ISSUED FOR DESIGN	MC	4/28/07
	ISSUED FOR PERMITS	MC	1/27/08
	ISSUED LEGAL DESCRIPTION SHEET	MC	9/22/08



# LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN GOVERNMENT SECTION 28, TOWNSHIP 10 SOUTH, RANGE 30 EAST, FLAGLER COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 32, TOWNSHIP 10 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA; THENCE SOUTH 89°48'24" WEST ALONG THE NORTH LINE OF SAID SECTION 32 A DISTANCE OF 2816.78 FEET, THENCE NORTH 17°36'05" WEST, DEPARTING SAID NORTH LINE OF SECTION 32 A DISTANCE OF 330.98 FEET, THENCE SOUTH 72°23'55" WEST A DISTANCE OF 38.10 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE SOUTH 72°23'55" WEST A DISTANCE OF 70.00 FEET, THENCE NORTH 17°36'05" WEST A DISTANCE OF 100.00 FEET, THENCE NORTH 72°23'55" EAST A DISTANCE OF 70.00 FEET, THENCE SOUTH 17°36'05" EAST A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 0.18 ACRES MORE OR LESS.

FCC RD

EXHIBIT A  
Page 10 of 24

### Survey Notes:

1. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. BEARINGS SHOWN HEREON ARE ASSUMED AND RELATIVE TO THE NORTH LINE OF SECTION 32, TOWNSHIP 10 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA. SAID BEARING BEING SOUTH 89°48'24" WEST.
3. NO UNDERGROUND UTILITIES, FOUNDATIONS OR IMPROVEMENTS, IF ANY, ARE LOCATED, UNLESS SHOWN HEREON.
4. THIS SKETCH WAS PROVIDED WITHOUT THE BENEFIT OF AN ABSTRACT OR TITLE COMMITMENT.
5. THIS IS NOT A BOUNDARY SURVEY.
6. THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS AND/OR OTHER MATTERS NOT SHOWN ON THIS DRAWING WHICH MAY BE FOUND IN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA

### Surveyor's Certification:

I hereby certify that the attached "SKETCH OF DESCRIPTION" of the herein-described property is true and correct to the best of my knowledge, information and belief as sketched under my direction on September 22, 2008. I further certify that this "SKETCH OF DESCRIPTION" meets the minimum technical standards set forth in chapter 61g17-6 of the Florida Administrative Code.

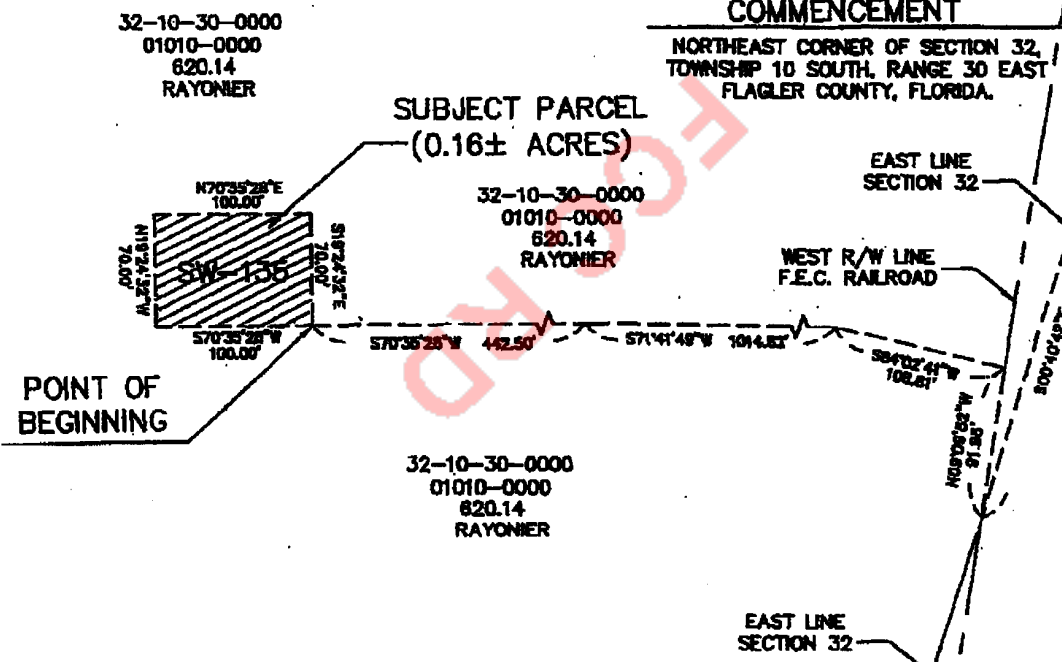
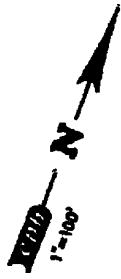
*[Signature]*  
Jeffrey W. Patterson, P.S.M.  
Professional Surveyor and Mapper  
Florida Registration No. 6384

NOT VALID WITHOUT SHEETS 1 & 2 OF 2

Engineer Planner Landscape Architect Surveyor Construction Management www.gpdesigns.com 800 PALM COAST HIGHWAY SUITE 100, PALM COAST, FL 32137 Phone: 386.928.1234 Fax: 386.928.1235	DESIGN	BY	ME
	DATE OF DESCRIPTION SHEET	MS	4/28/07
	FIELD FILE	MS	1/22/08
	ISSUE LEGAL DESCRIPTION SHEET	MS	9/22/08

SHEET 1 OF 2

# SKETCH OF DESCRIPTION



**EXHIBIT A**  
Page 11 of 24

### GRAPHIC SCALE



( IN FEET )  
1 inch = 100 ft.

### ABBREVIATION & SYMBOL LEGEND:

- |        |                      |
|--------|----------------------|
| F.E.C. | - FLORIDA EAST COAST |
| SW     | - SHALLOW WELL       |
| R/W    | - RIGHT OF WAY       |

**NOT VALID WITHOUT SHEETS 1 & 2 OF 2**

Engineer  
 Planner  
 Landscape Architect  
 Surveyor  
 Construction Management  
 www.aphsengineers.com  
 250 PALM CRAFT PARKWAY SOUTH, PALM CRAFT, FL 32909  
 Phone: 386.688.8888 Fax: 386.688.8889

NO.	DATE	BY	CHK
1	4/20/09	ME	4/20/09
2	1/27/09	ME	1/27/09
3	5/23/09	ME	5/23/09

City of Palm Beach, Florida

# LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN GOVERNMENT SECTION 32, TOWNSHIP 10 SOUTH, RANGE 30 EAST, FLAGLER COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 32, TOWNSHIP 10 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA; THENCE SOUTH 00°40'42" EAST ALONG THE EAST LINE OF SECTION 32, TOWNSHIP 10, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA, A DISTANCE OF 1532.01 FEET TO A POINT ON THE WEST LINE OF THE FLORIDA EAST COAST RAILROAD, A 180 RIGHT OF WAY AS NOW ESTABLISHED, THENCE NORTH 09°00'32" WEST, ALONG SAID WEST RIGHT OF WAY LINE AND DEPARTING SAID EAST SECTION LINE A DISTANCE OF 91.85 FEET, THENCE SOUTH 84°02'41" WEST, DEPARTING SAID WEST RIGHT OF WAY LINE A DISTANCE OF 108.81 FEET, THENCE SOUTH 71°41'48" WEST A DISTANCE OF 1014.82 FEET, THENCE SOUTH 70°35'28" WEST A DISTANCE OF 442.50 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE SOUTH 70°35'28" WEST A DISTANCE OF 100.00 FEET, THENCE NORTH 19°24'32" WEST A DISTANCE OF 70.00 FEET, THENCE NORTH 70°35'28" EAST A DISTANCE OF 100.00 FEET, THENCE SOUTH 19°24'32" EAST A DISTANCE OF 70.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 0.16 ACRES MORE OR LESS.

TOGETHER WITH A 200 FOOT RADIUS FROM THE CENTER POINT OF SHOWN WELL PER ORDINANCE NUMBER 98-11, S1, P-8-98.

EXHIBIT A  
Page 12 of 24

### Survey Notes:

1. "NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER".
2. BEARINGS SHOWN HEREON ARE ASSUMED AND RELATIVE TO THE EAST LINE OF SECTION 32, TOWNSHIP 10 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA. SAID BEARING BEING SOUTH 00°40'42" EAST.
3. NO UNDERGROUND UTILITIES, FOUNDATIONS OR IMPROVEMENTS, IF ANY, ARE LOCATED, UNLESS SHOWN HEREON.
4. THIS SKETCH WAS PROVIDED WITHOUT THE BENEFIT OF AN ABSTRACT OR TITLE COMMITMENT.
5. THIS IS NOT A BOUNDARY SURVEY.
6. THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS AND/OR OTHER MATTERS NOT SHOWN ON THIS DRAWING WHICH MAY BE FOUND IN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA

### Surveyor's Certification:

I hereby certify that the attached "SKETCH OF DESCRIPTION" of the herein-described property is true and correct to the best of my knowledge, information and belief as sketched under my direction on September 22, 2009. I further certify that this "SKETCH OF DESCRIPTION" meets the minimum technical standards set forth in chapter 51G17-6 of the Florida Administrative Code.

*[Signature]*  
Jeffrey W. Anderson, P.S.M.  
Professional Surveyor and Mapper  
Florida Registration No. 6394

NOT VALID WITHOUT SHEETS 1 & 2 OF 2

Engineer  
Planner  
Landscape Architects  
Surveyors  
Construction Management

www.cphanginc.com  
100 PALM COAST PARKWAY SOUTHWEST, PALM COAST, FL 32909  
Phone: 386.448.8888 Fax: 386.448.8899

REVISION	BY	DATE
SKETCH OF DESCRIPTION SHEET	MS	4/28/07
REVISION TABLE	MS	1/27/09
REVISED LEGAL DESCRIPTION SHEET	MS	8/21/09

SHEET 1 OF 2

# SKETCH OF DESCRIPTION

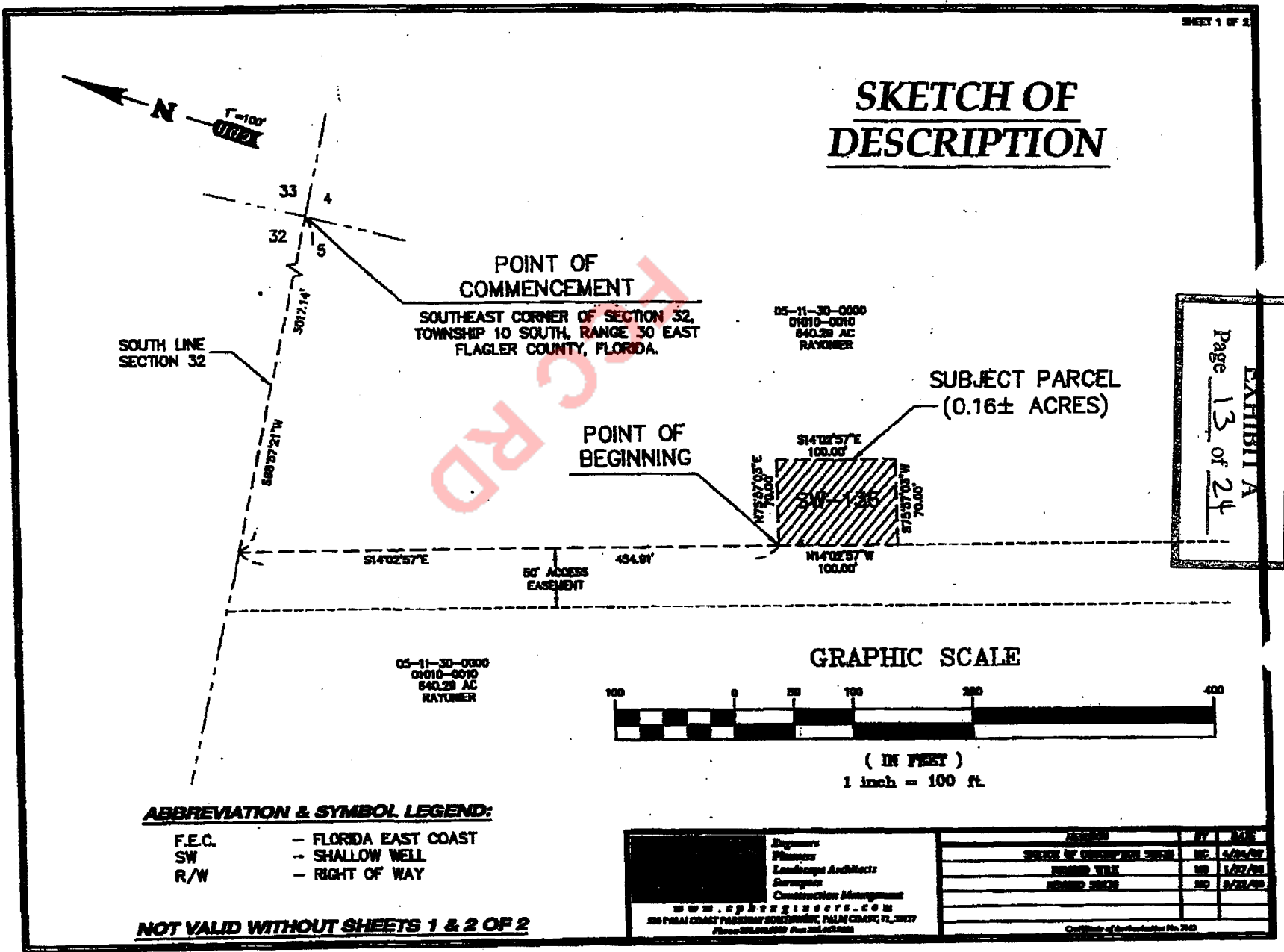


EXHIBIT A  
Page 13 of 24

POINT OF COMMENCEMENT  
SOUTHEAST CORNER OF SECTION 32,  
TOWNSHIP 10 SOUTH, RANGE 30 EAST  
FLAGLER COUNTY, FLORIDA.

SUBJECT PARCEL  
(0.16± ACRES)

POINT OF BEGINNING

GRAPHIC SCALE



( IN FEET )  
1 inch = 100 ft.

**ABBREVIATION & SYMBOL LEGEND:**

- F.E.C. - FLORIDA EAST COAST
- SW - SHALLOW WELL
- R/W - RIGHT OF WAY

**NOT VALID WITHOUT SHEETS 1 & 2 OF 2**

Engineers  
Planners  
Landscape Architects  
Surveyors  
Construction Management  
P.O. BOX 21000  
210 PALM COAST PARKWAY SOUTH, PALM COAST, FL 32137  
Phone: 386.922.2222 Fax: 386.922.2222

NO.	DATE	BY	DATE
1	5/24/07	MD	5/24/07
2	1/22/08	MD	1/22/08
3	5/20/08	MD	5/20/08

Contract of Professional No. 790

# LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN GOVERNMENT SECTION 5, TOWNSHIP 11 SOUTH, RANGE 30 EAST, FLAGLER COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 32, TOWNSHIP 10 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA; THENCE SOUTH 88°57'21" WEST ALONG THE SOUTH LINE OF SAID SECTION 32 A DISTANCE OF 3017.14 FEET, THENCE SOUTH 14°02'57" EAST, DEPARTING SAID SOUTH LINE OF SECTION 32 A DISTANCE OF 454.91 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 75°57'03" EAST A DISTANCE OF 70.00 FEET, THENCE SOUTH 14°02'57" EAST A DISTANCE OF 100.00 FEET, THENCE SOUTH 75°57'03" WEST A DISTANCE OF 70.00 FEET, THENCE NORTH 14°02'57" WEST A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 0.16 ACRES MORE OR LESS.

FCC RD


EXHIBIT A  
Page 14 of 24

### Survey Notes:

1. "NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER".
2. BEARINGS SHOWN HEREON ARE ASSUMED AND RELATIVE TO THE SOUTH LINE OF SECTION 32, TOWNSHIP 10 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA. SAID BEARING BEING SOUTH 88°57'21" WEST.
3. NO UNDERGROUND UTILITIES, FOUNDATIONS OR IMPROVEMENTS, IF ANY, ARE LOCATED, UNLESS SHOWN HEREON.
4. THIS SKETCH WAS PROVIDED WITHOUT THE BENEFIT OF AN ABSTRACT OR TITLE COMMITMENT.
5. THIS IS NOT A BOUNDARY SURVEY.
6. THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS AND/OR OTHER MATTERS NOT SHOWN ON THIS DRAWING WHICH MAY BE FOUND IN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA

### Surveyor's Certification:

I hereby certify that the attached "SKETCH OF DESCRIPTION" of the hereon-described property is true and correct to the best of my knowledge, information and belief as sketched under my direction on September 22, 2008. I further certify that this "SKETCH OF DESCRIPTION" meets the minimum technical standards set forth in chapter 61G17-6 of the Florida Administrative Code.

  
Jeffrey M. Patterson, P.S.M.  
Professional Surveyor and Mapper  
Florida Registration No. 6384

**NOT VALID WITHOUT SHEETS 1 & 2 OF 2**

Engineer Planner Landscape Architects Surveyors Construction Management <a href="http://www.cphengineering.com">www.cphengineering.com</a> 200 PALM COURT PALM BAY, FLORIDA 32909 Phone: 321.833.8888 Fax: 321.833.8888	ISSUED	BY	DATE
	SECTION OF DESCRIPTION SHEET	NO	1/26/07
	BOUND LINE DESCRIPTION SHEET	NO	1/26/07
	BOUND TITLE	NO	1/27/07
	BOUND LINE DESCRIPTION SHEET	NO	9/22/08

# SKETCH OF DESCRIPTION

30-10-30-0000  
01010-0000  
852.40 AC  
RAYONIER

POINT OF BEGINNING



SOUTH LINE SECTION 30

POINT OF COMMENCEMENT

SOUTHEAST CORNER OF SECTION 30,  
TOWNSHIP 10 SOUTH, RANGE 30 EAST  
FLAGLER COUNTY, FLORIDA.

SUBJECT PROPERTY  
(0.16± ACRES)

30-10-30-0000  
01010-0000  
852.40 AC  
RAYONIER

EXHIBIT A  
Page 15 of 24



**ABBREVIATION & SYMBOL LEGEND:**

- F.E.C. - FLORIDA EAST COAST
- SW - SHALLOW WELL
- R/W - RIGHT OF WAY



( IN FEET )  
1 inch = 100 ft.

**NOT VALID WITHOUT SHEETS 1 & 2 OF 2**

Engineer  
Planner  
Landscape Architect  
Surveyor  
Construction Management

30 00 30 splanengineers.com  
300 PALM COAST NATIONAL BOULEVARD, PALM COAST, FL 32137  
Phone: 386.428.8888 Fax: 386.428.2288

NO.	BY	DATE
SECTION OF DESCRIPTION SHEET	MS	4/24/07
REVISION TITLE	MS	1/27/09
REVISION SHEET	MS	1/28/09

# LEGAL DESCRIPTION

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

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 30, TOWNSHIP 10 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA; THENCE SOUTH 88°51'08" WEST, ALONG THE SOUTH LINE OF SAID SECTION 30, A DISTANCE OF 826.15 FEET, THENCE NORTH 29°03'37" EAST, DEPARTING THE SOUTH LINE OF SAID SECTION 30 A DISTANCE OF 685.63 FEET, THENCE NORTH 00°43'56" WEST A DISTANCE OF 384.36 FEET, THENCE NORTH 19°12'00" WEST A DISTANCE OF 820.25 FEET, THENCE NORTH 20°56'10" WEST A DISTANCE OF 981.43 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE NORTH 20°56'10" WEST A DISTANCE OF 100.00 FEET, THENCE NORTH 69°03'50" EAST A DISTANCE OF 70.00 FEET, THENCE SOUTH 20°56'10" EAST A DISTANCE OF 100.00 FEET, THENCE SOUTH 69°03'50" WEST A DISTANCE OF 70.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 0.16 ACRES MORE OR LESS.

EXHIBIT A  
Page 1 of 24

### Survey Notes:

1. "NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER".
2. BEARINGS SHOWN HEREON ARE ASSUMED AND RELATIVE TO THE SOUTH LINE OF SECTION 30, TOWNSHIP 10 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA. SAID BEARING BEING SOUTH 88°51'08" WEST.
3. NO UNDERGROUND UTILITIES, FOUNDATIONS OR IMPROVEMENTS, IF ANY, ARE LOCATED, UNLESS SHOWN HEREON.
4. THIS SKETCH WAS PROVIDED WITHOUT THE BENEFIT OF AN ABSTRACT OR TITLE COMMITMENT.
5. THIS IS NOT A BOUNDARY SURVEY.
6. THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS AND/OR OTHER MATTERS NOT SHOWN ON THIS DRAWING WHICH MAY BE FOUND IN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA

### Surveyor's Certification:

I hereby certify that the attached "SKETCH OF DESCRIPTION" of the herein-described property is true and correct to the best of my knowledge, information and belief as sketched under my direction on September 22, 2008. I further certify that this "SKETCH OF DESCRIPTION" meets the minimum technical standards set forth in chapter 61g17-6 of the Florida Administrative Code.

*[Signature]*  
Jeffrey W. Patterson, P.S.M.  
Professional Surveyor and Mapper  
Florida Registration No. 6384

NOT VALID WITHOUT SHEETS 1 & 2 OF 2

Engineer  
 Planner  
 Landscape Architect  
 Surveyor  
 Construction Management  
[www.cpbengineers.com](http://www.cpbengineers.com)  
 120 PALM COURT/THURWAY BOULEVARD, PALM BEACH, FL, 33480  
 Phone 561.842.8888 Fax 561.842.8887

DATE	BY	FILE
CHECK OF DESCRIPTION FILED	MS	4/26/07
RECORD TITLE	MS	1/27/08
RECORD LEGAL DESCRIPTION FILED	MS	9/22/08

Continued on Attachment No. 208

SHEET 1 OF 2

# SKETCH OF DESCRIPTION



### ABBREVIATION & SYMBOL LEGEND:

- F.E.C. - FLORIDA EAST COAST
- SW - SHALLOW WELL
- R/W - RIGHT OF WAY

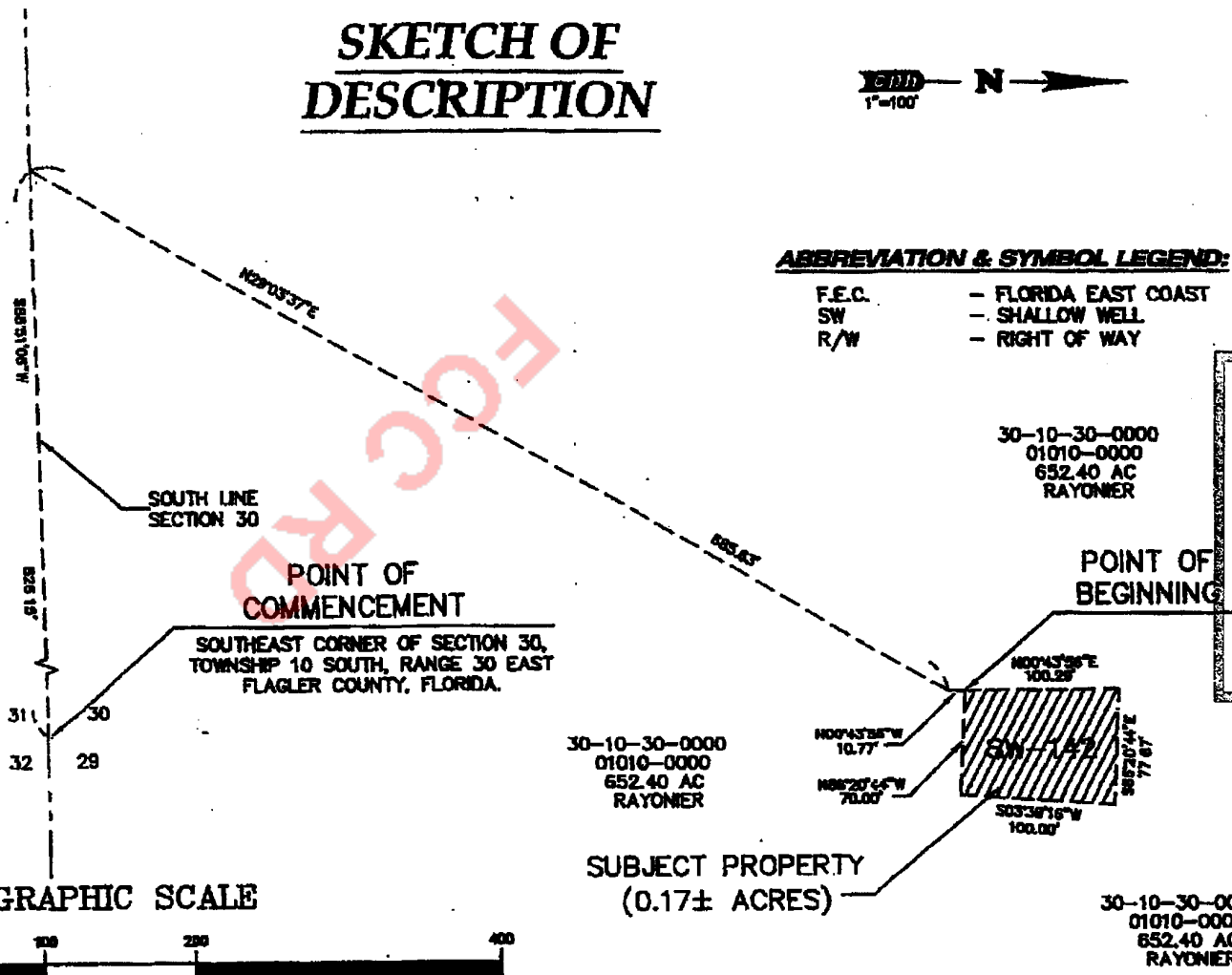


EXHIBIT A  
 Page 17 of 24

### GRAPHIC SCALE



( IN FEET )  
1 inch = 100 ft.

**NOT VALID WITHOUT SHEETS 1 & 2 OF 2**

Engineers  
 Planners  
 Landscape Architects  
 Surveyors  
 Construction Management  
**W W W S P 2 ENGINEERS, CO INC**  
 500 PALM COAST PARKWAY, SUITE 101, PALM COAST, FL, 32909  
 Phone: 386.962.8800 Fax: 386.962.8801

NO.	BY	DATE
SECTION OF RECORD-PLAN 584-02	MS	4/20/02
RECORD FILE	MS	1/27/02
APPROVAL 584-02	MS	5/22/02

# LEGAL DESCRIPTION

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

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 30, TOWNSHIP 10 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA; THENCE SOUTH 88°51'06" WEST ALONG THE SOUTH LINE OF SAID SECTION 30 A DISTANCE OF 826.15 FEET, THENCE NORTH 29°03'37" EAST, DEPARTING SAID SOUTH LINE OF SECTION 30 A DISTANCE OF 685.63 FEET, THENCE NORTH 00°43'56" WEST A DISTANCE OF 10.77 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE NORTH 00°43'56" WEST A DISTANCE OF 100.29 FEET, THENCE SOUTH 86°20'44" EAST A DISTANCE OF 77.87 FEET, THENCE SOUTH 03°39'16" WEST A DISTANCE OF 100.00 FEET, THENCE NORTH 86°20'44" WEST A DISTANCE OF 70.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 0.17 ACRES MORE OR LESS.

EXHIBIT A  
Page 18 of 24

FCC RD

### Survey Notes:

1. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. BEARINGS SHOWN HEREON ARE ASSUMED AND RELATIVE TO THE SOUTH LINE OF SECTION 30, TOWNSHIP 10 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA. SAID BEARING BEING SOUTH 88°51'06" WEST.
3. NO UNDERGROUND UTILITIES, FOUNDATIONS OR IMPROVEMENTS, IF ANY, ARE LOCATED, UNLESS SHOWN HEREON.
4. THIS SKETCH WAS PROVIDED WITHOUT THE BENEFIT OF AN ABSTRACT OR TITLE COMMITMENT.
5. THIS IS NOT A BOUNDARY SURVEY.
6. THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS AND/OR OTHER MATTERS NOT SHOWN ON THIS DRAWING WHICH MAY BE FOUND IN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA

### Surveyor's Certification:

I hereby certify that the attached "SKETCH OF DESCRIPTION" of the herein-described property is true and correct to the best of my knowledge, information and belief as sketched under my direction on September 22, 2008. I further certify that this "SKETCH OF DESCRIPTION" meets the minimum technical standards set forth in chapter 61g17-8 of the Florida Administrative Code.

Jeffrey W. Patterson, P.S.M.  
Professional Surveyor and Mapper  
Florida Registration No. 6384

NOT VALID WITHOUT SHEETS 1 & 2 OF 2

Engineer  
Planner  
Landscape Architects  
Surveyor  
Construction Management

www.cphengineers.com  
300 PALM COURT PARKWAY SOUTHWEST, PALM BEACH, FL, 33477  
Phone 561.688.0889 Fax 561.688.2883

DATE	BY	REV
SECTION OF DESCRIPTION SHEET	NR	4/25/07
ISSUED DATE	NR	1/27/08
OWNER LAND ACQUISITION SHEET	NR	3/26/08

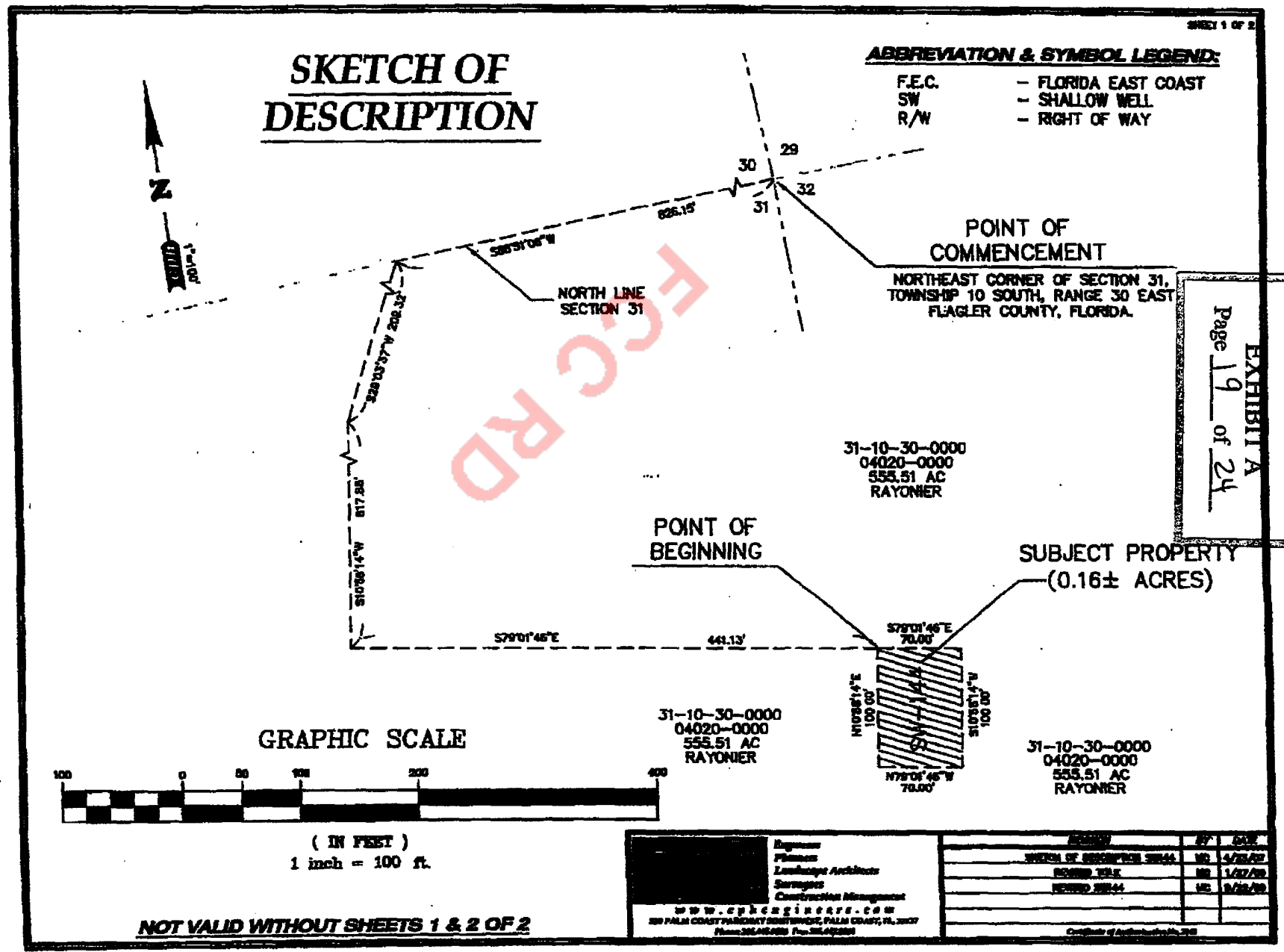
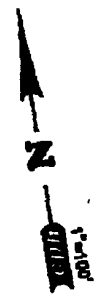
Certificate of Registration No. 7048

SHEET 1 OF 2

# SKETCH OF DESCRIPTION

## ABBREVIATION & SYMBOL LEGEND:

- F.E.C. - FLORIDA EAST COAST
- SW - SHALLOW WELL
- R/W - RIGHT OF WAY



POINT OF COMMENCEMENT  
 NORTHEAST CORNER OF SECTION 31,  
 TOWNSHIP 10 SOUTH, RANGE 30 EAST  
 FLAGLER COUNTY, FLORIDA.

NORTH LINE  
 SECTION 31

POINT OF BEGINNING

SUBJECT PROPERTY  
 (0.16± ACRES)

31-10-30-0000  
 04020-0000  
 555.51 AC  
 RAYONIER

31-10-30-0000  
 04020-0000  
 555.51 AC  
 RAYONIER

31-10-30-0000  
 04020-0000  
 555.51 AC  
 RAYONIER

EXHIBIT A  
 Page 19 of 24

## GRAPHIC SCALE



( IN FEET )  
 1 inch = 100 ft.

NOT VALID WITHOUT SHEETS 1 & 2 OF 2

Engineer  
 Planner  
 Landscape Architect  
 Surveyor  
 Construction Management  
 www.cphengineers.com  
 300 PALM COAST PARKWAY SOUTH, PALM COAST, FL 32177  
 Phone: 386.928.9289 Fax: 386.928.9289

NO.	DATE	BY	CHK.
REVISION SHEET 0044	NO	1/22/19	
REVISION SHEET	NO	1/22/19	
REVISION SHEET	NO	3/25/19	

# LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN GOVERNMENT SECTION 31, TOWNSHIP 10 SOUTH, RANGE 30 EAST, FLAGLER COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 31, TOWNSHIP 10 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA; THENCE SOUTH 88°51'06" WEST, ALONG THE NORTH LINE OF SAID SECTION 31 A DISTANCE OF 828.15 FEET, THENCE SOUTH 28°03'37" WEST, DEPARTING NORTH LINE OF SAID SECTION 31 A DISTANCE OF 209.32 FEET, THENCE SOUTH 10°58'14" WEST A DISTANCE OF 617.88 FEET, THENCE SOUTH 79°01'46" EAST A DISTANCE OF 441.13 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE SOUTH 79°01'46" EAST A DISTANCE OF 70.00 FEET, THENCE SOUTH 10°58'14" WEST A DISTANCE OF 100.00 FEET, THENCE NORTH 79°01'46" WEST A DISTANCE OF 70.00 FEET, THENCE NORTH 10°58'14" EAST A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 0.16 ACRES MORE OR LESS.

EXHIBIT A  
Page 20 of 24

FCC RD

### Survey Notes:

1. "NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER".
2. BEARINGS SHOWN HEREON ARE ASSUMED AND RELATIVE TO THE NORTH LINE OF SECTION 31, TOWNSHIP 10 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA. SAID BEARING BEING SOUTH 88°51'06" WEST.
3. NO UNDERGROUND UTILITIES, FOUNDATIONS OR IMPROVEMENTS, IF ANY, ARE LOCATED, UNLESS SHOWN HEREON.
4. THIS SKETCH WAS PROVIDED WITHOUT THE BENEFIT OF AN ABSTRACT OR TITLE COMMITMENT.
5. THIS IS NOT A BOUNDARY SURVEY.
6. THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS AND/OR OTHER MATTERS NOT SHOWN ON THIS DRAWING WHICH MAY BE FOUND IN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA

### Surveyor's Certification:

I hereby certify that the attached "SKETCH OF DESCRIPTION" of the hereon-described property is true and correct to the best of my knowledge, information and belief as stated under my direction on September 22, 2008. I further certify that this "SKETCH OF DESCRIPTION" meets the minimum technical standards set forth in chapter 61g17-6 of the Florida Administrative Code.

Jeffrey W. Patterson, P.S.M.  
Professional Surveyor and Mapper  
Florida Registration No. 6384

**NOT VALID WITHOUT SHEETS 1 & 2 OF 2**

Engineer  
Planner  
Landscape Architect  
Surveyor  
Construction Management  
www.cphengineers.com  
300 PALM COAST PARKWAY SOUTHWEST, PALM COAST, FL 32137  
Phone: 386.928.2200 Fax: 386.928.2201

NO.	DATE	BY	CHK.
SECTION OF DESCRIPTION SHEET	20	JWP	JWP
ISSUED DATE	10	JWP	JWP
ISSUED FOR DESCRIPTION SHEET	16	JWP	JWP

# SKETCH OF DESCRIPTION

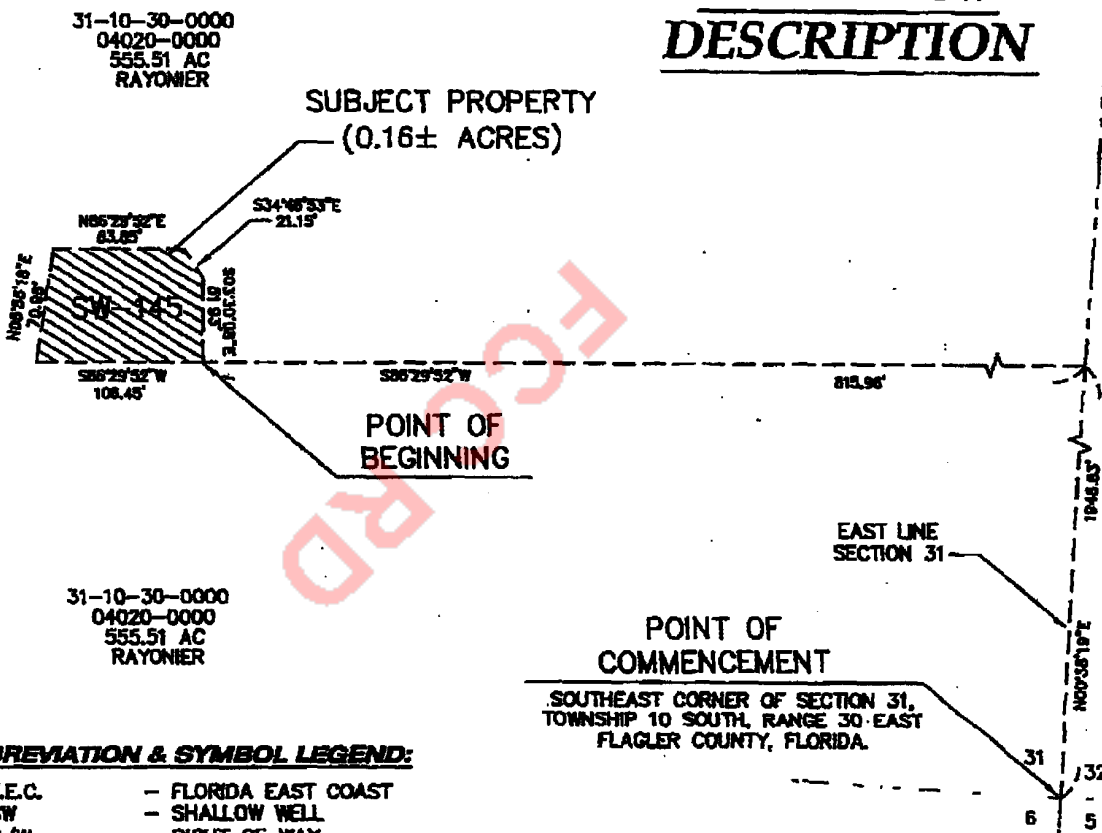
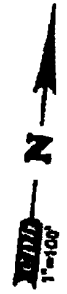


EXHIBIT A  
Page 21 of 24

**ABBREVIATION & SYMBOL LEGEND:**

- F.E.C. - FLORIDA EAST COAST
- SW - SHALLOW WELL
- R/W - RIGHT OF WAY

**GRAPHIC SCALE**



( IN FEET )  
1 inch = 100 ft.

POINT OF COMMENCEMENT  
SOUTHEAST CORNER OF SECTION 31,  
TOWNSHIP 10 SOUTH, RANGE 30 EAST  
FLAGLER COUNTY, FLORIDA.

**NOT VALID WITHOUT SHEETS 1 & 2 OF 2**

Engineer  
Planner  
Landscape Architects  
Surveyors  
Construction Management  
www.apkengineering.com  
200 PALM COAST PARKWAY, SUITE 200, PALM COAST, FL 32137  
Phone: 386.928.7400 Fax: 386.928.7401

REVISION	BY	DATE
ISSUED FOR PERMITS	MS	1/22/07
REVISED TITLE	MS	1/22/07
REVISED SHEET	MS	3/22/07

# LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN GOVERNMENT SECTION 31, TOWNSHIP 10 SOUTH, RANGE 30 EAST, FLAGLER COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 31, TOWNSHIP 10 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA; THENCE NORTH 00°38'19" EAST ALONG THE EAST LINE OF SAID SECTION 31 A DISTANCE OF 1948.83 FEET, THENCE SOUTH 86°29'52" WEST, DEPARTING SAID EAST LINE OF SECTION 31 A DISTANCE OF 815.86 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE SOUTH 86°29'52" WEST A DISTANCE OF 108.45 FEET, THENCE NORTH 05°55'18" EAST A DISTANCE OF 70.98 FEET, THENCE NORTH 86°29'52" EAST A DISTANCE OF 83.85 FEET, THENCE SOUTH 34°46'53" EAST A DISTANCE OF 21.15 FEET, THENCE SOUTH 03°30'08" EAST A DISTANCE OF 51.93 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 0.16 ACRES MORE OR LESS.

EXHIBIT A  
Page 22 of 24

FCC RD

### Survey Notes:

1. "NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER".
2. BEARINGS SHOWN HEREON ARE ASSUMED AND RELATIVE TO THE EAST LINE OF SECTION 31, TOWNSHIP 10 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA. SAID BEARING BEING SOUTH 00°38'19" WEST.
3. NO UNDERGROUND UTILITIES, FOUNDATIONS OR IMPROVEMENTS, IF ANY, ARE LOCATED, UNLESS SHOWN HEREON.
4. THIS SKETCH WAS PROVIDED WITHOUT THE BENEFIT OF AN ABSTRACT OR TITLE COMMITMENT.
5. THIS IS NOT A BOUNDARY SURVEY.
6. THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS AND/OR OTHER MATTERS NOT SHOWN ON THIS DRAWING WHICH MAY BE FOUND IN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA

### Surveyor's Certification:

I hereby certify that the attached "SKETCH OF DESCRIPTION" of the hereon-described property is true and correct to the best of my knowledge, information and belief as sketched under my direction on September 22, 2008. I further certify that this "SKETCH OF DESCRIPTION" meets the minimum technical standards set forth in chapter 61g17-5 of the Florida Administrative Code.

*[Signature]*  
Jeffrey M. Patterson, P.S.M.  
Professional Surveyor and Mapper  
Florida Registration No. 6384

**NOT VALID WITHOUT SHEETS 1 & 2 OF 2**

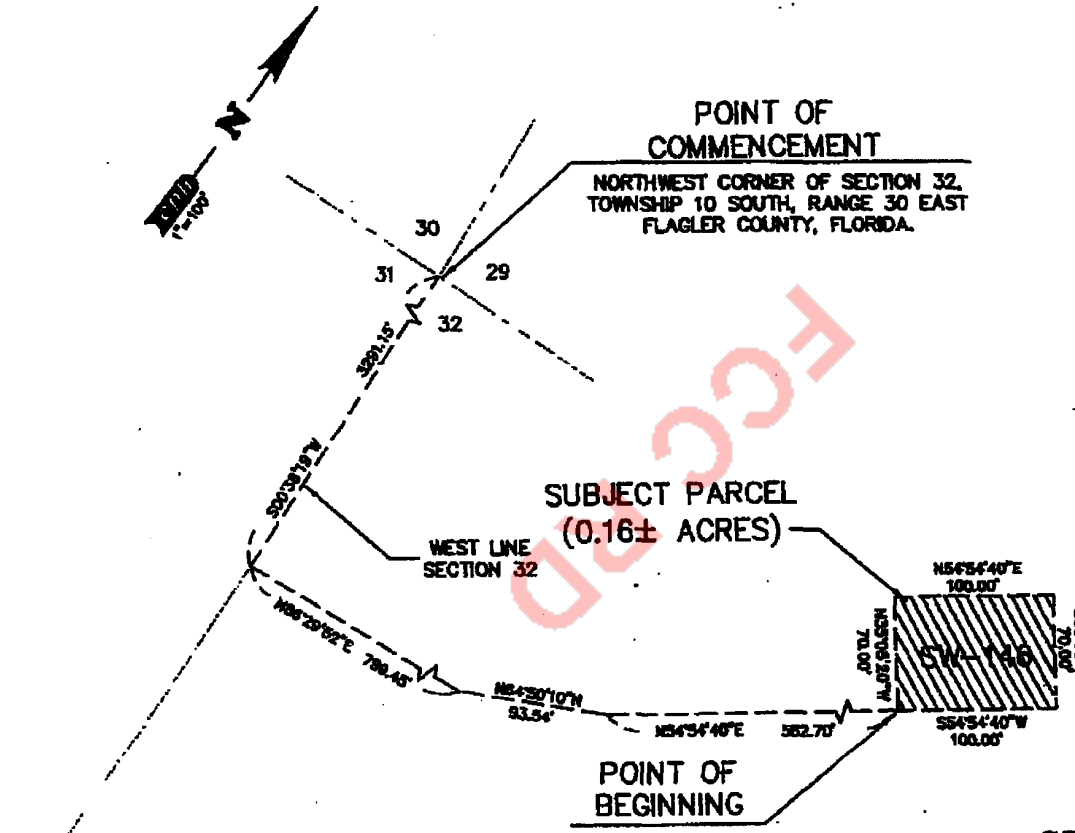
Engineer  
Planner  
Landscape Architects  
Surveyors  
Construction Management

www.phengs.com  
280 PALM COAST PARKWAY BOURNEMOUTH, PALM COAST, FL 32909  
Phone: 386.448.8800 Fax: 386.448.8801

NO.	DATE
NO. 1421/07	11/21/07
NO. 1722/09	1/22/09
NO. 1878/08	8/28/08

SHEET 1 OF 2

# SKETCH OF DESCRIPTION



**POINT OF COMMENCEMENT**  
 NORTHWEST CORNER OF SECTION 32,  
 TOWNSHIP 10 SOUTH, RANGE 30 EAST  
 FLAGLER COUNTY, FLORIDA.

32-10-30-0000  
 01010-0000  
 620.14  
 RAYONIER

EXHIBIT A  
 Page 23 of 24

**SUBJECT PARCEL**  
 (0.16± ACRES)

WEST LINE  
 SECTION 32

**POINT OF BEGINNING**

32-10-30-0000  
 01010-0000  
 620.14  
 RAYONIER

**GRAPHIC SCALE**



( IN FEET )  
 1 inch = 100 ft.

**ABBREVIATION & SYMBOL LEGEND:**

- F.E.C. - FLORIDA EAST COAST
- SW - SHALLOW WELL
- R/W - RIGHT OF WAY

**NOT VALID WITHOUT SHEETS 1 & 2 OF 2**

www.cpbengineering.com  
 800 PALM COAST PALM BEACH BOULEVARD, PALM BEACH, FL 33487  
 Phone: 561.832.2222 Fax: 561.832.2222

DATE	BY	DATE
ISSUED FOR PERMITS	MR. J. B. BAY	4/23/07
ISSUED FOR AS-BUILT	MR. J. B. BAY	5/22/08

# LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN GOVERNMENT SECTION 32, TOWNSHIP 10 SOUTH, RANGE 30 EAST, FLAGLER COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 32, TOWNSHIP 10 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA; THENCE SOUTH 00°38'19" WEST ALONG THE WEST LINE OF SAID SECTION 32 A DISTANCE OF 3291.15 FEET, THENCE NORTH 06°29'52" EAST, DEPARTING SAID WEST LINE OF SECTION 32 A DISTANCE OF 798.45 FEET, THENCE NORTH 64°30'10" EAST A DISTANCE OF 83.54 FEET, THENCE NORTH 54°54'40" EAST A DISTANCE OF 582.70 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 35°05'20" WEST A DISTANCE OF 70.00 FEET, THENCE NORTH 54°54'40" EAST A DISTANCE OF 100.00 FEET, THENCE SOUTH 35°05'20" EAST A DISTANCE OF 70.00 FEET, THENCE SOUTH 54°54'40" WEST A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 0.16 ACRES MORE OR LESS.

EXHIBIT A  
Page 24 of 24

FCC RD

### Survey Notes:

1. "NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER".
2. BEARINGS SHOWN HEREON ARE ASSUMED AND RELATIVE TO THE WEST LINE OF SECTION 32, TOWNSHIP 10 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA. SAID BEARING BEING SOUTH 00°38'19" WEST.
3. NO UNDERGROUND UTILITIES, FOUNDATIONS OR IMPROVEMENTS, IF ANY, ARE LOCATED, UNLESS SHOWN HEREON.
4. THIS SKETCH WAS PROVIDED WITHOUT THE BENEFIT OF AN ABSTRACT OR TITLE COMMITMENT.
5. THIS IS NOT A BOUNDARY SURVEY.
6. THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS AND/OR OTHER MATTERS NOT SHOWN ON THIS DRAWING WHICH MAY BE FOUND IN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA

### Surveyor's Certification:

I hereby certify that the attached "SKETCH OF DESCRIPTION" of the hereon-described property is true and correct to the best of my knowledge, information and belief as sketched under my direction on September 22, 2008. I further certify that this "SKETCH OF DESCRIPTION" meets the minimum technical standards set forth in chapter 61a17-6 of the Florida Administrative Code.

*[Signature]*  
Jeffrey V. Pothorach, P.S.M.  
Professional Surveyor and Mapper  
Florida Registration No. 6384

NOT VALID WITHOUT SHEETS 1 & 2 OF 2

Engineers  
Planners  
Landscape Architects  
Surveyors  
Construction Management

www.gphengineering.com  
250 PALM CREST PARKWAY SOUTHWEST, PALM BEACH, FL 33417  
Phone: 561.844.8888 Fax: 561.844.8889

NO.	DATE
SKETCH OF DESCRIPTION SHEET	NO. 1/23/07
SEALING LEGAL DESCRIPTION SHEET	NO. 9/22/08

OFF REC 0566 PAGE 0868

SM-114

APRIL 14, 1981

HERSHEL PRESTRIDGE

PREPARED BY:

DATE:

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN GOVERNMENT SECTION 8, TOWNSHIP 11 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS

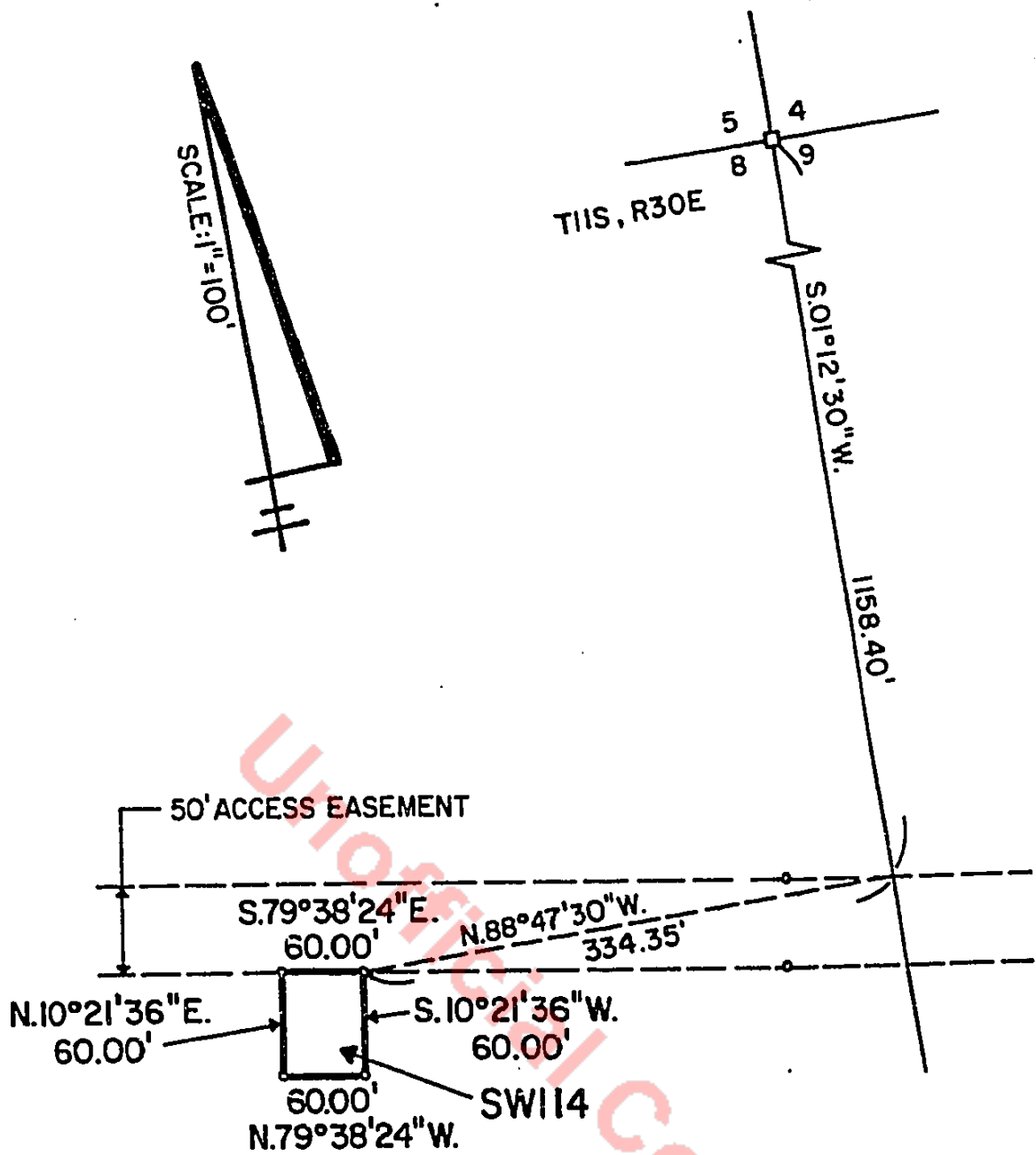
FOLLOWS:

FROM A POINT OF REFERENCE BEING THE NORTHEAST CORNER OF SAID GOVERNMENT SECTION 8; THENCE SOUTH 01° 12' 30" WEST 1158.40 FEET ALONG THE EASTERLY BOUNDARY LINE OF SAID SECTION 8; THENCE DEPARTING SAID EASTERLY BOUNDARY LINE NORTH 88° 47' 30" WEST 334.35 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 10° 21' 36" WEST 60.00 FEET; THENCE NORTH 79° 38' 24" WEST 60.00 FEET; THENCE NORTH 10° 21' 36" EAST 60.00 FEET; THENCE SOUTH 79° 38' 24" EAST 60.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

PARCEL CONTAINING .08 ACRES, MORE OR LESS.

PH

Unofficial Copy



**SURVEY OF WELL SITE**  
**WELL NO. SW-114**

LEGAL DESCRIPTION:

SM-115

DATE:

APRIL 14, 1981

PREPARED BY:

HERSHEL PRESTRIDGE

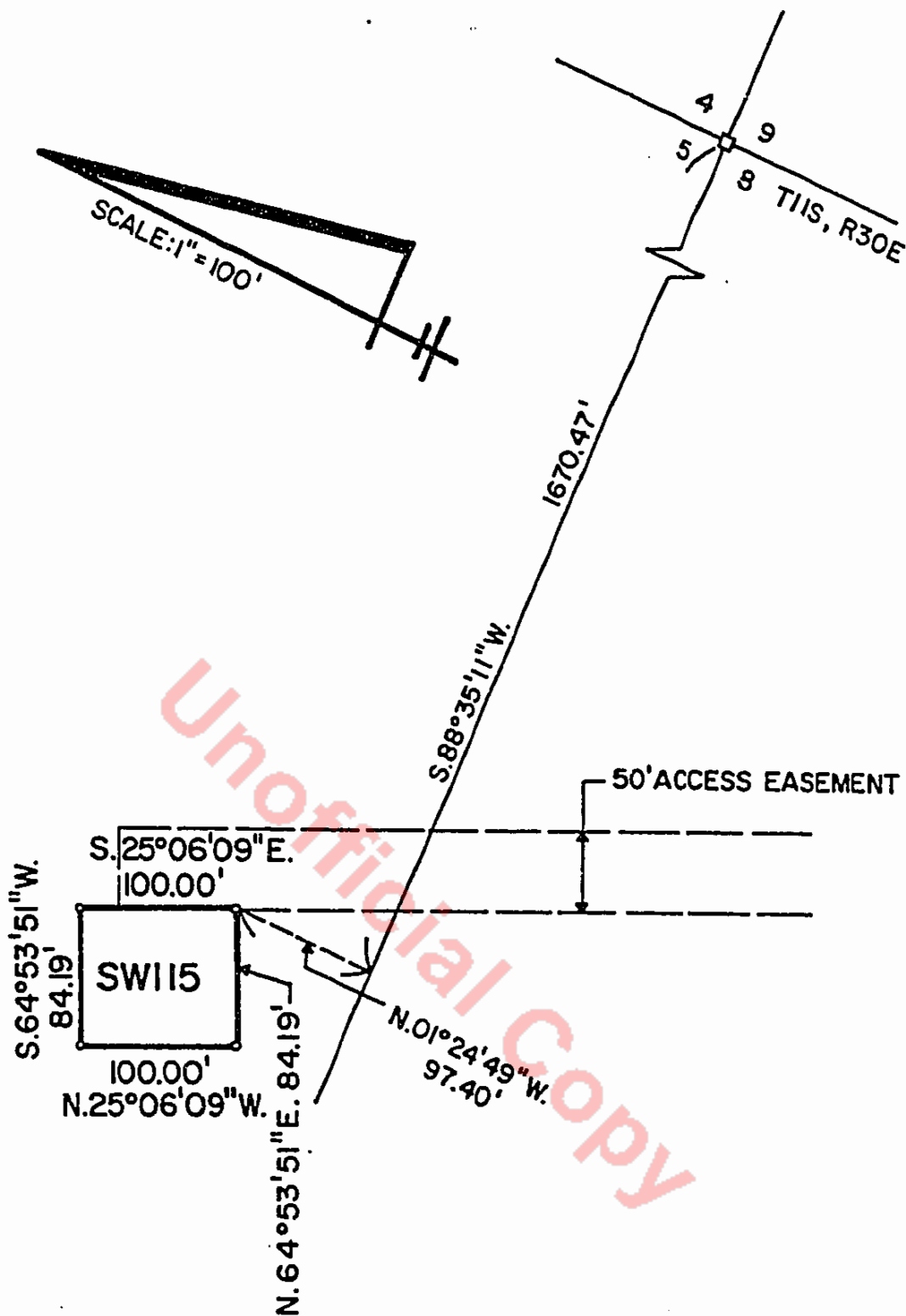
A PARCEL OF LAND LYING IN GOVERNMENT SECTION 5, TOWNSHIP 11 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A POINT OF REFERENCE BEING THE SOUTHEAST CORNER OF SAID SECTION 5; THENCE SOUTH 88° 35' 11" WEST 1670.47 FEET ALONG THE SOUTHERLY BOUNDARY LINE OF SAID SECTION 5; THENCE DEPARTING SAID SOUTHERLY BOUNDARY LINE NORTH 01° 24' 49" WEST 97.40 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 64° 53' 51" WEST 84.19 FEET; THENCE NORTH 25° 06' 09" WEST 100.00 FEET; THENCE NORTH 64° 53' 51" EAST 84.19 FEET; THENCE SOUTH 25° 06' 09" EAST 100.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

PARCEL CONTAINING .19 ACRES, MORE OR LESS.

PH

Unofficial Copy



**SURVEY OF WELL SITE**  
**WELL NO. SW-115**



**RAYDIENT**  
PLACES + PROPERTIES

# RAYDIENT PALM COAST

## Master Planned Development (MPD) - EXHIBIT "B"

APRIL 28, 2026

Sheet Number	Sheet Title
MPD0	MPD0 COVER SHEET
MPD1	MPD MASTER PLAN
MPD2	MPD SITE PLAN
MPD3	MPD SITE PLAN
MPD4	MPD SITE PLAN
MPD5	MPD SITE PLAN
MPD6	MPD SITE PLAN
MPD7	MPD SITE PLAN
MPD8	MPD SITE PLAN
MPD9	MPD SITE PLAN
MPD10	MPD SITE PLAN
MPD11	MPD SITE PLAN
MPD12	MPD SITE PLAN
MPD13	MPD SITE PLAN
MPD14	MPD SITE PLAN
MPD15	TYPICAL SECTIONS
MPD16	TYPICAL SECTIONS
MPD17	TYPICAL SECTIONS

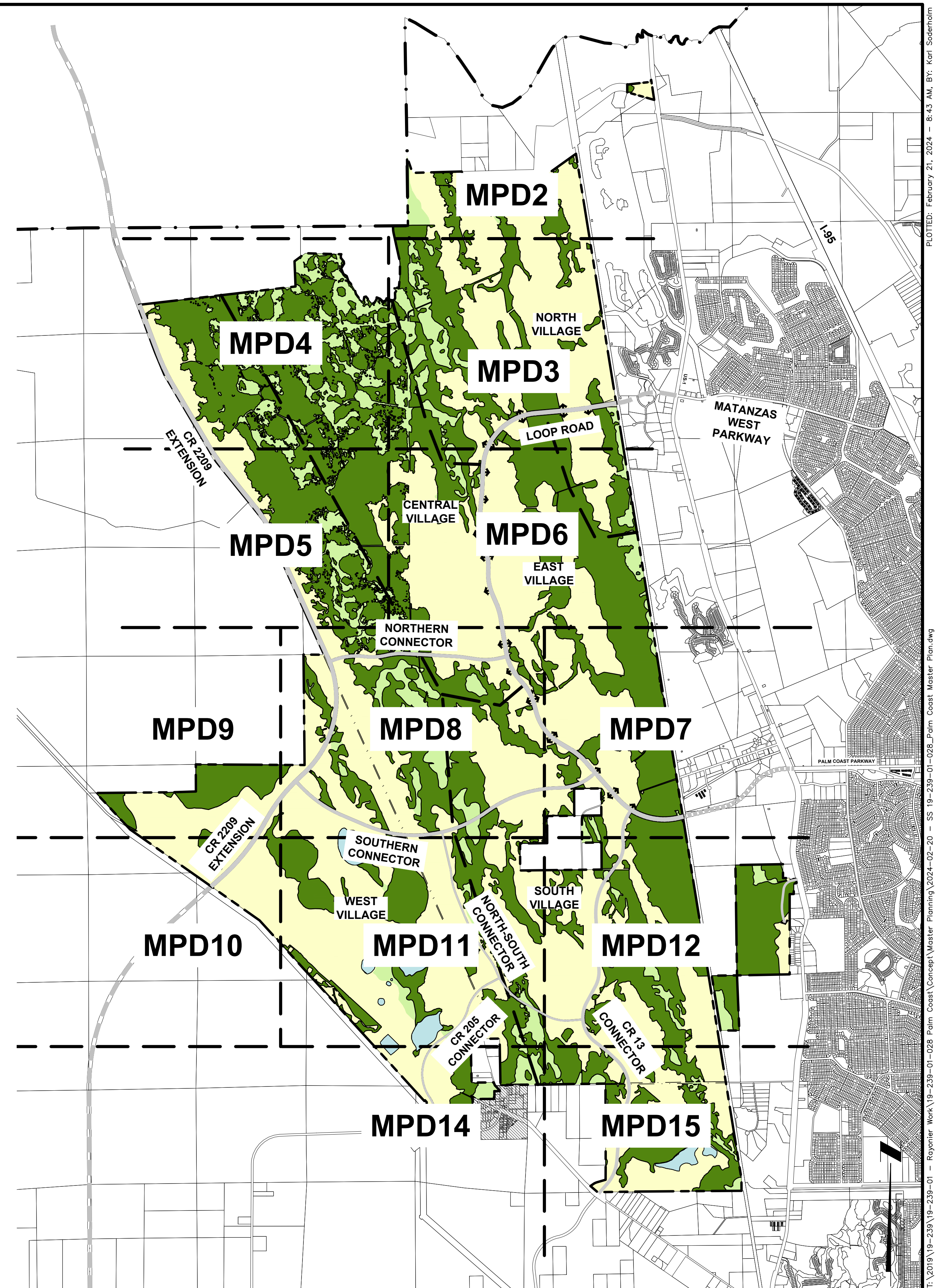
**Project Team:**

Placemaking, Community Planning, Transportation,  
& Engineering:

Legal:

Environmental:

Cultural:



PLOTTED: February 21, 2024 - 8:43 AM, BY: Karl Soderholm  
F:\2019\19-239-01 - Raydient - Work\19-239-01-028 Palm Coast\Concept\Master Planning\2024-02-20 - SS 19-239-01-028 Palm Coast Master Plan.rvt

**Notes:**

- THIS DRAWING IS INTENDED FOR CONCEPTUAL SITE PLANNING ONLY, AND IS SUBJECT TO CHANGE BASED UPON FINAL DESIGN.
- THIS DRAWING IS NOT INTENDED TO BE USED FOR CONSTRUCTION AND PERMITTING PURPOSES.
- SALES/LEASING AND CONSTRUCTION TRAILERS SHALL BE ALLOWED, AND MAY BE LOCATED AS SET FORTH IN THE MPD WRITTEN DESCRIPTION AND MAY BE MOVED THROUGHOUT THE SITE AS CONSTRUCTION PROGRESSES. EACH DEVELOPMENT PARCEL WILL BE ALLOWED A MINIMUM OF ONE SALES/LEASING/CONSTRUCTION TRAILER.
- THE GENERAL LOCATION AND CONFIGURATION OF DEVELOPMENT PARCELS, INCLUDING LOT LAYOUT, INTERNAL ROADS, STORMWATER PONDS, SIGNS, AND OTHER IMPROVEMENTS SHOWN ARE CONCEPTUAL AND ARE SUBJECT TO CHANGE DURING ENGINEERING AND TECHNICAL SITE PLAN REVIEW.
- THE LIMITS OF THE REGIONAL ACTIVITY CENTER, EMPLOYMENT CENTER, AND VILLAGE CENTERS ARE SHOWN DIAGRAMMATICALLY ON THE MPD. LIMITS OF THESE AREAS WILL BE ESTABLISHED ON TECHNICAL SITE PLANS IN ACCORDANCE WITH THE MPD AGREEMENT.
- STOCKPILE LOCATIONS AND UTILITY EASEMENTS WILL BE DEPICTED ON TECHNICAL SITE PLANS.
- UPLAND BUFFERS AND BUILDING SETBACKS TO UPLAND BUFFER LINES WILL BE SHOWN ON TECHNICAL SITE PLANS.
- DEVELOPMENT DETAILS (INCLUDING ACCESS AND SIGMA) FOR ALL DEVELOPMENT AREAS WILL BE SHOWN ON TECHNICAL SITE PLANS.
- VEHICULAR ACCESS SHOWN IS CONCEPTUAL AND MAY CHANGE IN ACCORDANCE WITH THE MPD AGREEMENT.
- MULTI-FAMILY 'PARENT PARCEL' LINES WILL BE SHOWN ON TECHNICAL SITE PLANS.
- NON-RESIDENTIAL DETAIL WILL BE SHOWN ON TECHNICAL SITE PLANS.

**MPD DEVELOPMENT SUMMARY**

- A. ZONING: MPD  
 B. FUTURE LAND USE: MPMU  
 C. AREA SUMMARY:
- TOTAL PROJECT AREA: 20,144 ± Ac.
  - DEVELOPMENT SUMMARY (NORTH VILLAGE, CENTRAL VILLAGE, EAST VILLAGE, WEST VILLAGE, SOUTH VILLAGE, SOUTH VILLAGE.)
 

2.1. GREENWAY OVERLAY:	8,501 Ac±
2.1.1. TRANSITION ZONE:	1,103 Ac±
2.2. REGIONAL ACTIVITY CENTER:	947 Ac±
2.3. EMPLOYMENT CENTER:	564 Ac±
2.4. VILLAGES*:	9,206 Ac±
2.5. VILLAGE CENTERS:	926 Ac±
  - WETLANDS
 

3.1. PRESERVED WETLANDS:	8,120 Ac±
--------------------------	-----------
  - UPLAND BUFFER
 

4.1. PER SJRWMD REQUIREMENTS	
------------------------------	--

\* VILLAGE ACREAGE INCLUDES NEIGHBORHOOD CENTERS AND HAMLETS.  
 \*\* ACTUAL NET ACREAGE WILL BE DETERMINED THROUGH ONE OR MORE FORMAL WETLAND DETERMINATIONS, FINAL DESIGN AND PERMITTING AND PER THE MPD AGREEMENT.

**LEGEND**

- GREENWAY OVERLAY
- TRANSITION ZONE
- VILLAGE
- WETLANDS
- UPLAND/OPEN SPACE
- EXISTING LAKE
- VILLAGE CENTER
- EMPLOYMENT CENTER
- REGIONAL ACTIVITY CENTER
- CONCEPTUAL ENTRANCES TO PARCELS
- REGIONAL ROADWAY NETWORK



REVISIONS: 04-28-26 REVISED PER COPC COMMENTS		ETM NO. 19-239-01-028 DRAWN BY: SS DESIGNED BY: KMS CHECKED BY: LKH DATE: 03-23-2026	PLANS PREPARED UNDER THE DIRECTION OF: P.E. NUMBER:
14775 Old St. Augustine Rd. Jacksonville, Florida 32259 (904) 642-8800 www.etmnc.com		REG-00002684 LC-0000316	PLOTTED: May 21, 2026 - 4:21 PM, BY: Brooke George
<b>ETM</b> ENGLAND-THIMS & MILLER		Trusted Advisors, Creating Community	MPD MASTER PLAN RAYDIENT PALM COAST FOR RAYDIENT PALM COAST, LLC
DRAWING NUMBER <b>MPD1</b>		F:\2019\19-239\19-239-01 - Roydient Work\19-239-01-028 Palm Coast\Planning Applications\MPD Reasoning\00_MPD Working Map\19-239-01-028_Palm Coast_MPD-2026-05-21.dwg	

ST. JOHNS COUNTY  
FLAGLER COUNTY

NORTH VILLAGE

SEE PAGE MPD3

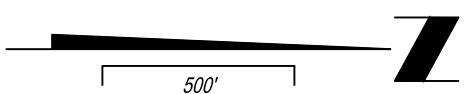
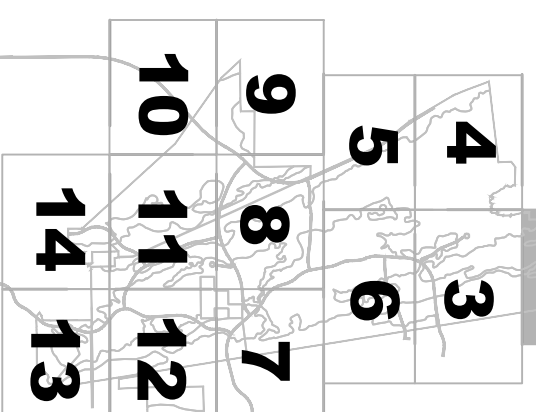
FEC RAILROAD

US 1

LEGEND

- GREENWAY OVERLAY
- TRANSITION ZONE
- VILLAGE
- WETLANDS
- UPLAND/OPEN SPACE
- EXISTING LAKE
- VILLAGE CENTER
- EMPLOYMENT CENTER
- REGIONAL ACTIVITY CENTER
- CONCEPTUAL ENTRANCES TO PARCELS REGIONAL ROADWAY NETWORK

KEY MAP



DRAWING NUMBER  
**MPD2**

**MPD SITE PLAN**  
**RAYDIENT PALM COAST**  
**FOR**  
**RAYDIENT PALM COAST, LLC**



Trusted  
Advisors,  
Creating  
Community.

14775 Old St. Augustine Rd.  
Jacksonville, Florida 32258  
(904) 642-8990  
www.etmnc.com  
REG- 00002584 LC-0000316

ETM NO. 19-239-01-028  
DRAWN BY: SS  
DESIGNED BY: KMS  
CHECKED BY: LKH  
DATE: 03-23-2026

REVISIONS:  
04-28-26 REVISED PER COPC COMMENTS

PLANS PREPARED UNDER  
THE DIRECTION OF:

P.E. NUMBER:

SEE PAGE MPD4

SEE PAGE MPD2

NORTH VILLAGE

EAST VILLAGE

SEE PAGE MPD6

LOOP ROAD

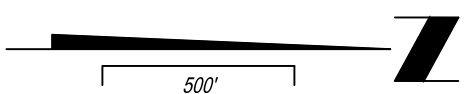
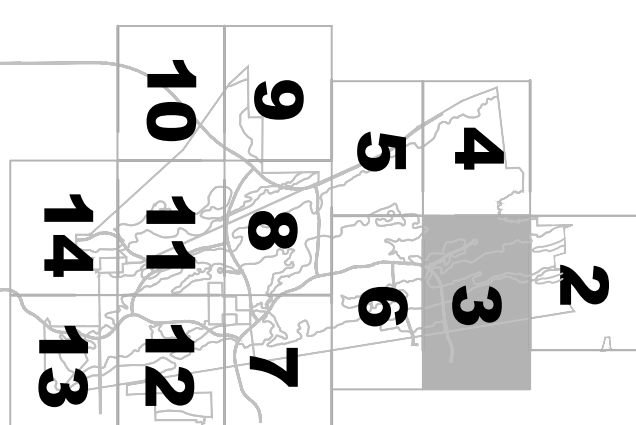
FEC RAILROAD

MATANZAS WOODS  
PARKWAY

LEGEND

- GREENWAY OVERLAY
- TRANSITION ZONE
- VILLAGE
- WETLANDS
- UPLAND/OPEN SPACE
- EXISTING LAKE
- VILLAGE CENTER
- EMPLOYMENT CENTER
- REGIONAL ACTIVITY CENTER
- CONCEPTUAL ENTRANCES TO PARCELS REGIONAL ROADWAY NETWORK

KEY MAP



DRAWING NUMBER  
**MPD3**

**MPD SITE PLAN**

**RAYDIENT PALM COAST  
FOR  
RAYDIENT PALM COAST, LLC**



Trusted  
Advisors,  
Creating  
Community.

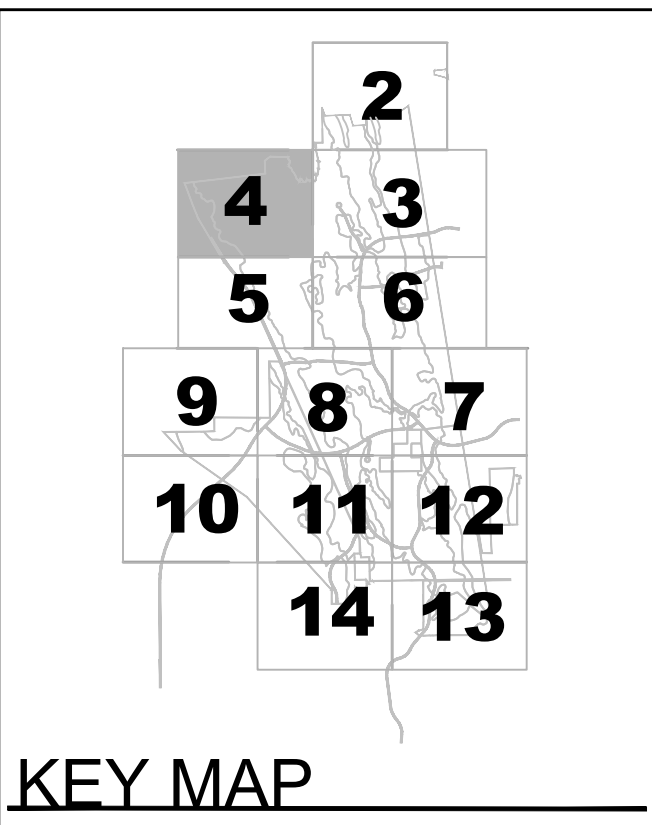
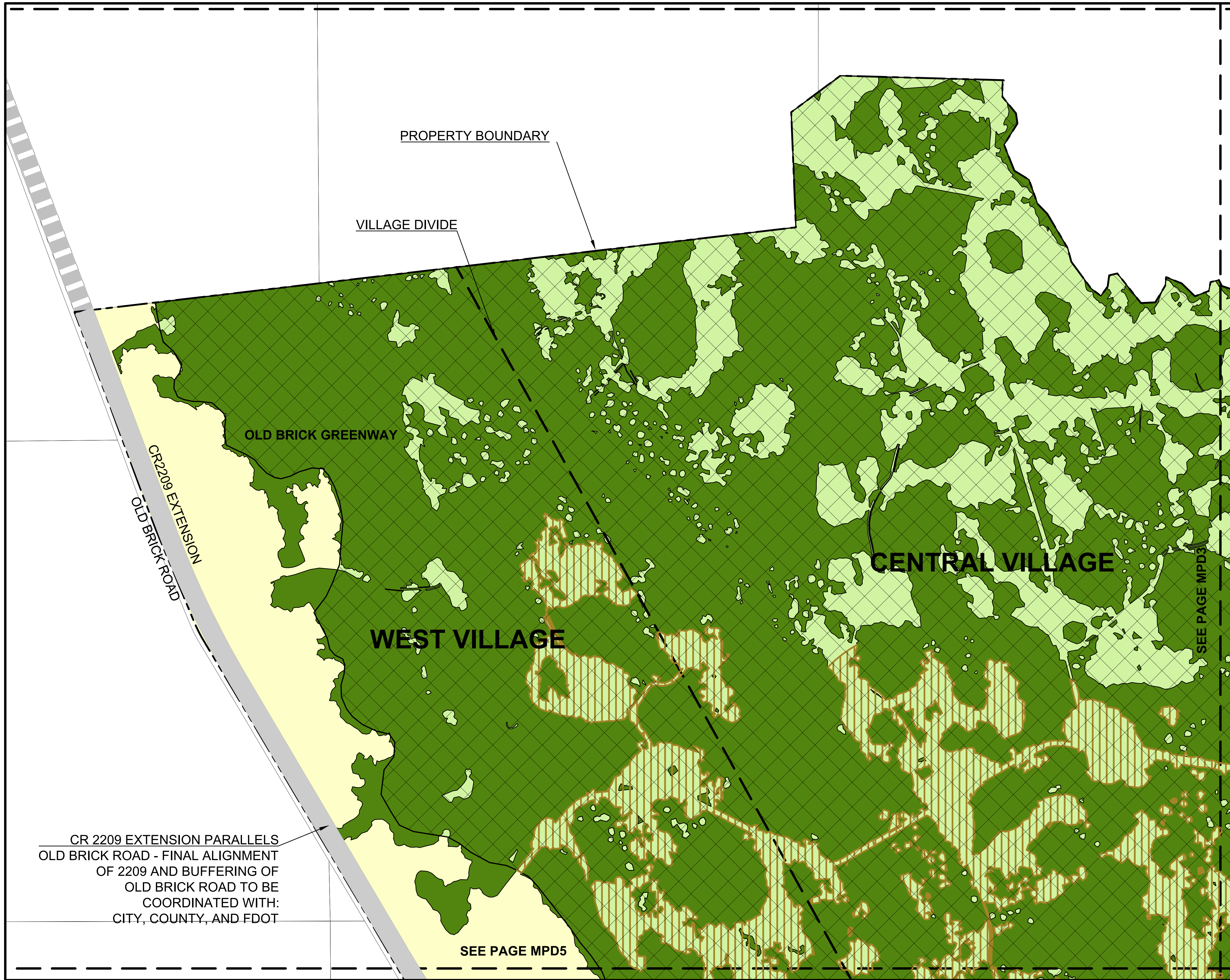
14775 Old St. Augustine Rd.  
Jacksonville, Florida 32258  
(904) 642-8990  
www.etmnc.com  
REG- 00002584 LC-0000316

ETM NO. 19-239-01-028  
DRAWN BY: SS  
DESIGNED BY: KMS  
CHECKED BY: LKH  
DATE: 03-23-2026

REVISIONS:  
04-28-26 REVISED PER COPC COMMENTS

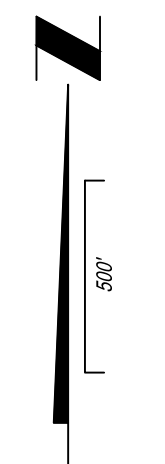
PLANS PREPARED UNDER  
THE DIRECTION OF:

P.E. NUMBER:



**LEGEND**

	GREENWAY OVERLAY
	TRANSITION ZONE
	VILLAGE
	WETLANDS
	UPLAND/OPEN SPACE
	EXISTING LAKE
	VILLAGE CENTER
	EMPLOYMENT CENTER
	REGIONAL ACTIVITY CENTER
	CONCEPTUAL ENTRANCES TO PARCELS
	REGIONAL ROADWAY NETWORK



CR 2209 EXTENSION PARALLELS OLD BRICK ROAD - FINAL ALIGNMENT OF 2209 AND BUFFERING OF OLD BRICK ROAD TO BE COORDINATED WITH: CITY, COUNTY, AND FDOT

PROPERTY BOUNDARY

VILLAGE DIVIDE

OLD BRICK GREENWAY

CR2209 EXTENSION  
OLD BRICK ROAD

WEST VILLAGE

CENTRAL VILLAGE

SEE PAGE MPD3

SEE PAGE MPD5

PLANS PREPARED UNDER THE DIRECTION OF: \_\_\_\_\_ P.E. NUMBER: \_\_\_\_\_

REVISIONS: 04-28-26 REVISED PER COPC COMMENTS

ETM NO. 19-239-01-028	SS
DRAWN BY: SS	KMS
DESIGNED BY: KMS	LKH
CHECKED BY: LKH	DATE: 03-23-2026

14775 Old St. Augustine Rd.  
Jacksonville, Florida 32259  
(904) 642-8900  
www.etmnc.com

**Trusted Advisors, Creating Community,**  
ENGLAND-THIMS & MILLER

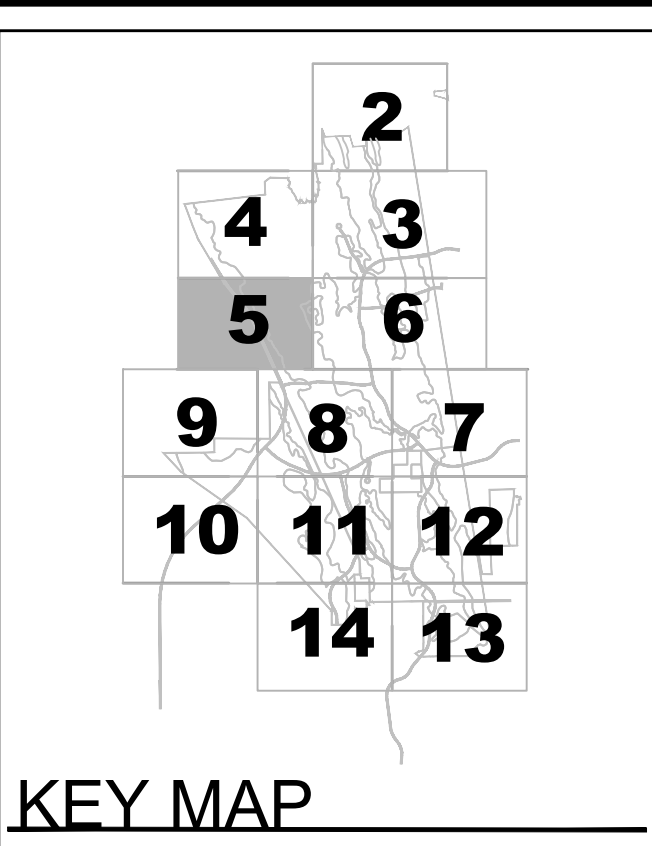
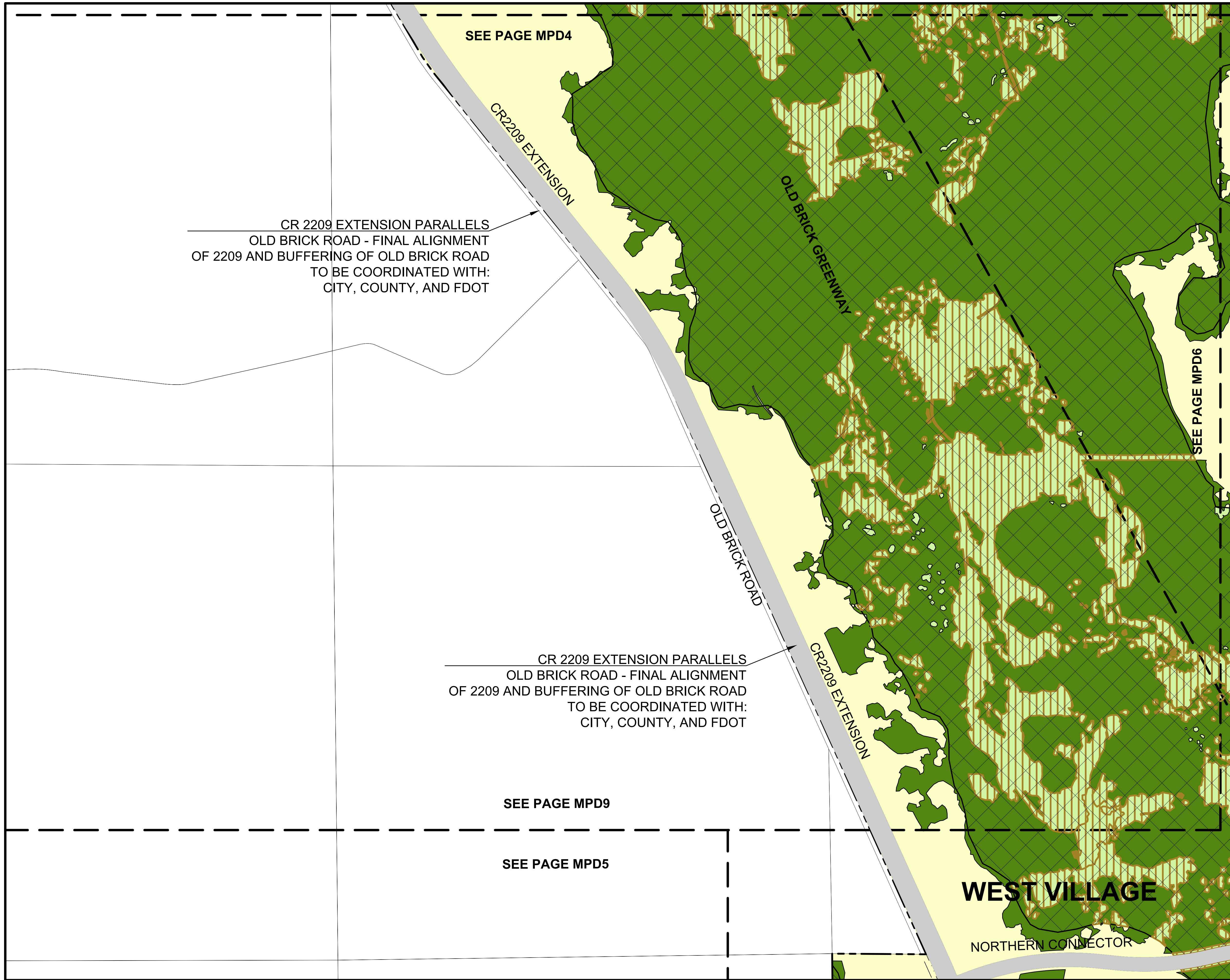
REG-00002694 LC-0000316

**ETM**  
ENGLAND-THIMS & MILLER

MPD SITE PLAN  
RAYDIENT PALM COAST  
FOR  
RAYDIENT PALM COAST, LLC

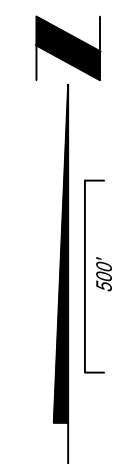
DRAWING NUMBER  
**MPD4**

F:\2019\19-239\19-239-01 - Roydient Work\19-239-01-028 Palm Coast\Planning Applications\MPD Reasoning\00\_MPD Working Map\19-239-01-028\_Palm Coast\_MPD.dwg



**LEGEND**

	GREENWAY OVERLAY
	TRANSITION ZONE
	VILLAGE
	WETLANDS
	UPLAND/OPEN SPACE
	EXISTING LAKE
	VILLAGE CENTER
	EMPLOYMENT CENTER
	REGIONAL ACTIVITY CENTER
	CONCEPTUAL ENTRANCES TO PARCELS
	REGIONAL ROADWAY NETWORK



PLANS PREPARED UNDER THE DIRECTION OF:

REVISIONS: 04-28-26 REVISED PER COPC COMMENTS

ETM NO. 19-239-01-028  
 DRAWN BY: SS  
 DESIGNED BY: KMS  
 CHECKED BY: LKH  
 DATE: 03-23-2026

14775 Old St. Augustine Rd.  
 Jacksonville, Florida 32259  
 (904) 642-8900  
 www.etmnc.com  
 REG-00002694 LC-0000316

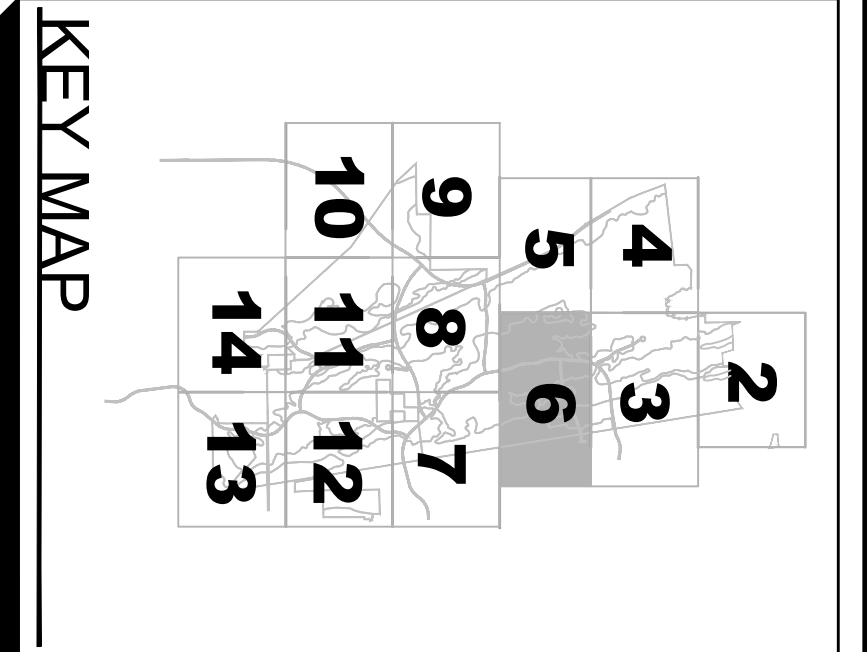
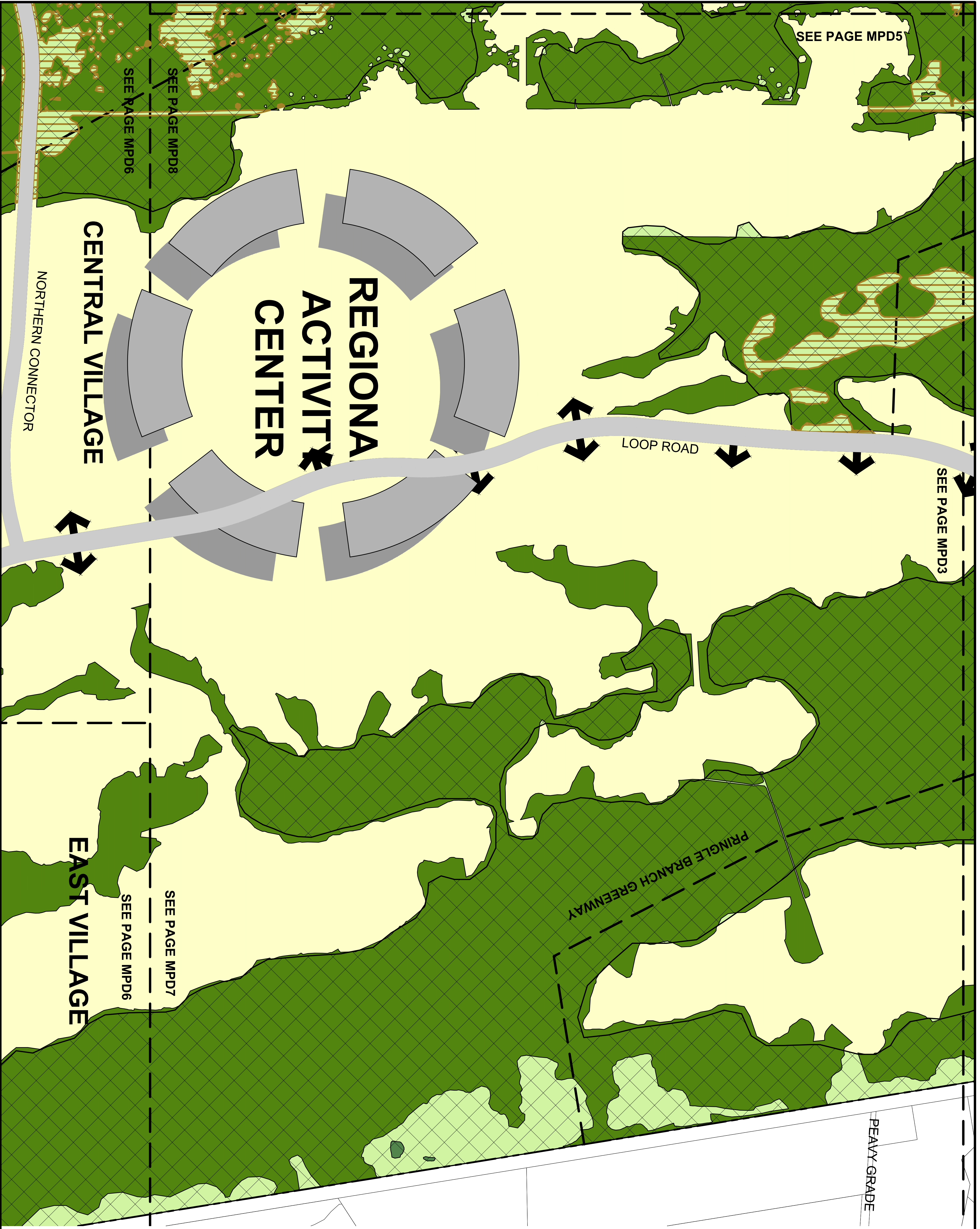
**Trusted Advisors, Creating Community,**  
**ENGLAND-THIMS & MILLER**

**MPD SITE PLAN**  
**RAYDIENT PALM COAST FOR RAYDIENT PALM COAST, LLC**

DRAWING NUMBER  
**MPD5**

F:\2019\19-239-01 - Raydient Work\19-239-01-028 Palm Coast\Planning Applications\MPD Reasoning\00\_MPD Working Map\19-239-01-028\_Palm Coast MPD.dwg

FLOTTED: April 30, 2026 - 5:59 PM, BY: Kerl Soehren



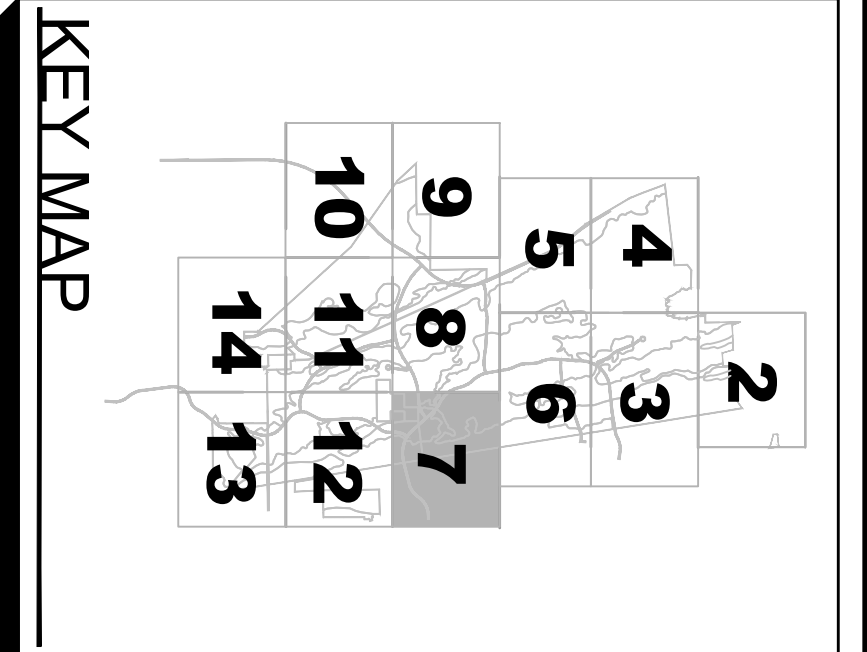
**LEGEND**

- GREENWAY OVERLAY
- TRANSITION ZONE
- VILLAGE
- WETLANDS
- UPLAND/OPEN SPACE
- EXISTING LAKE
- VILLAGE CENTER
- EMPLOYMENT CENTER
- REGIONAL ACTIVITY CENTER
- CONCEPTUAL ENTRANCES TO PARCELS
- REGIONAL ROADWAY NETWORK

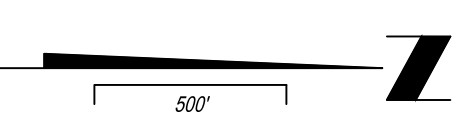
**KEY MAP**

500'

DRAWING NUMBER <b>MPD6</b>	MPD SITE PLAN	 ENGLAND-THIMS & MILLER	Trusted Advisors, Creating Community.	ETM NO. 19-239-01-028	REVISIONS: 04-28-26 REVISED PER COPC COMMENTS	PLANS PREPARED UNDER THE DIRECTION OF:  P.E. NUMBER:
	RAYDIENT PALM COAST FOR RAYDIENT PALM COAST, LLC			14775 Old St. Augustine Rd. Jacksonville, Florida 32258 (904) 642-8990 www.etmnc.com REG- 00002584 LC-0000316	DRAWN BY: SS DESIGNED BY: KMS CHECKED BY: LKH DATE: 03-23-2026	



LEGEND	
	GREENWAY OVERLAY
	TRANSITION ZONE
	VILLAGE
	WETLANDS
	UPLAND/OPEN SPACE
	EXISTING LAKE
	VILLAGE CENTER
	EMPLOYMENT CENTER
	REGIONAL ACTIVITY CENTER
	CONCEPTUAL ENTRANCES TO PARCELS REGIONAL ROADWAY NETWORK



**MPD7**  
DRAWING NUMBER

**MPD SITE PLAN**

**RAYDIENT PALM COAST FOR RAYDIENT PALM COAST, LLC**



**Trusted Advisors, Creating Community.**

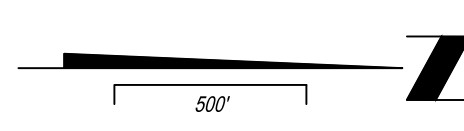
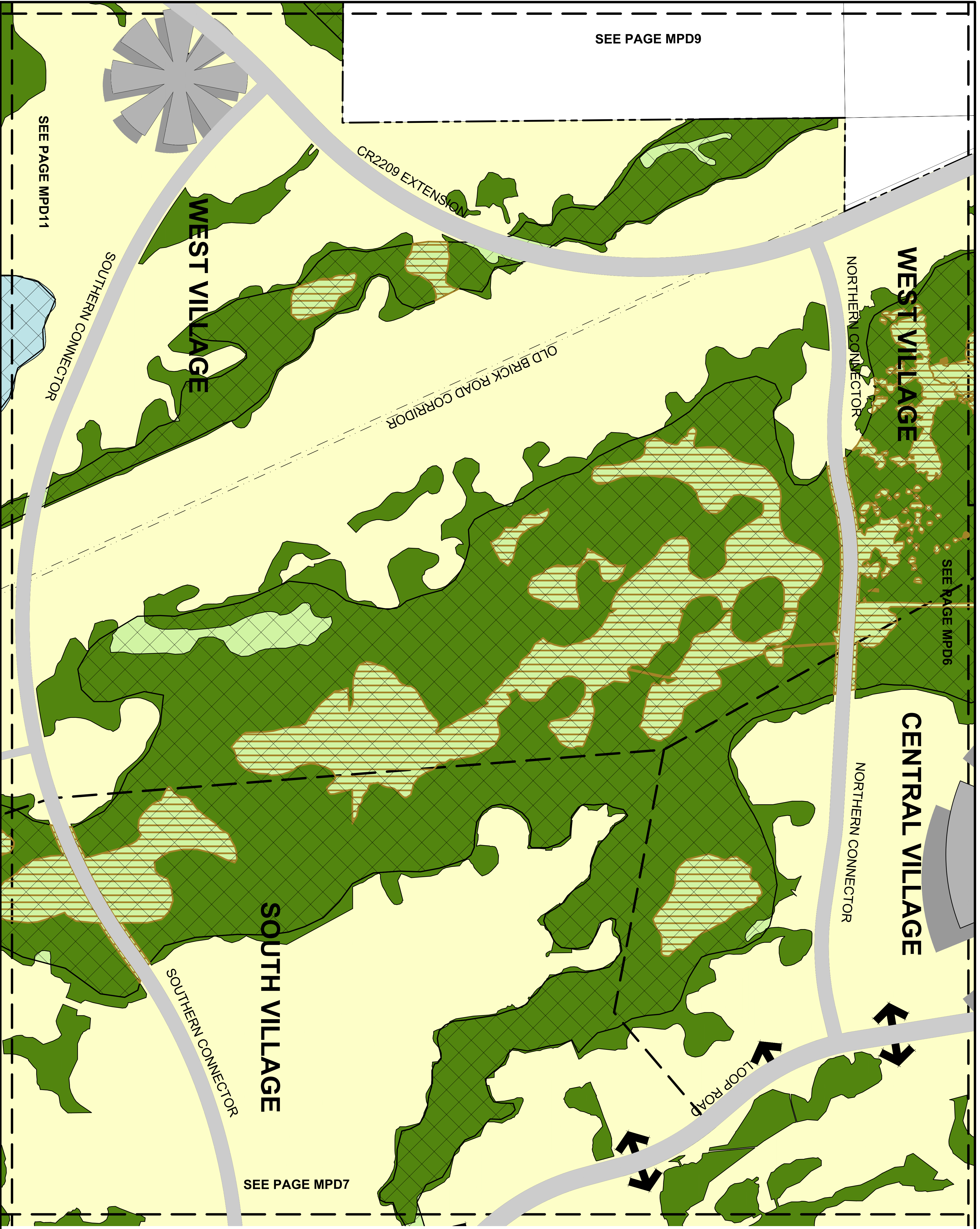
14775 Old St. Augustine Rd.  
Jacksonville, Florida 32258  
(904) 642-8990  
www.etm-inc.com  
REG- 00002584 LC-0000316

ETM NO. 19-239-01-028
DRAWN BY: SS
DESIGNED BY: KMS
CHECKED BY: LKH
DATE: 03-23-2026

REVISIONS:  
04-28-26 REVISED PER COPC COMMENTS

PLANS PREPARED UNDER THE DIRECTION OF:

P.E. NUMBER:



LEGEND	
	GREENWAY OVERLAY
	TRANSITION ZONE
	VILLAGE
	WETLANDS
	UPLAND/OPEN SPACE
	EXISTING LAKE
	VILLAGE CENTER
	EMPLOYMENT CENTER
	REGIONAL ACTIVITY CENTER
	CONCEPTUAL ENTRANCES TO PARCELS
	REGIONAL ROADWAY NETWORK

KEY MAP	
4	2
9	3
5	8
6	7
10	11
12	13
14	13

**MPD8**  
DRAWING NUMBER

**MPD SITE PLAN**

**RAYDIENT PALM COAST FOR RAYDIENT PALM COAST, LLC**



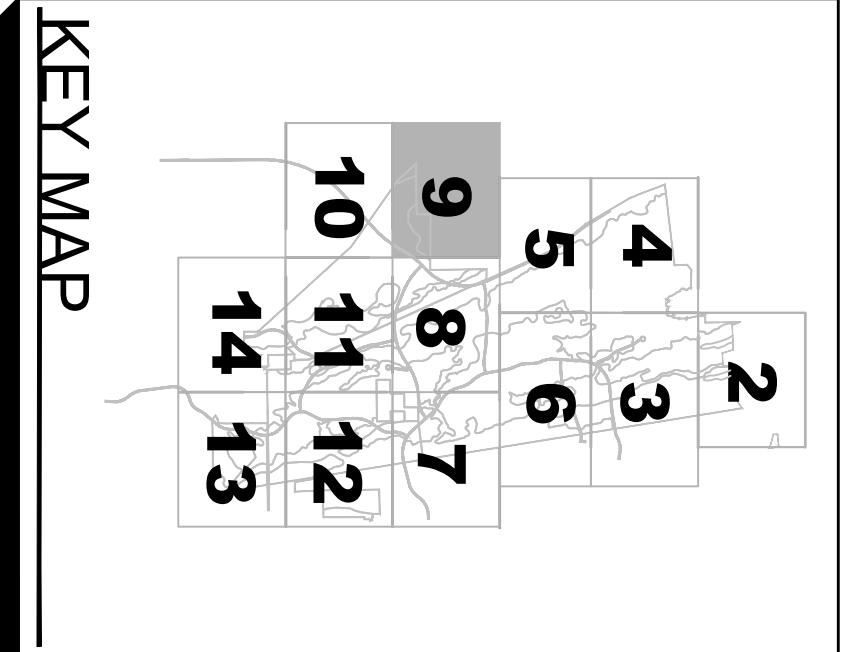
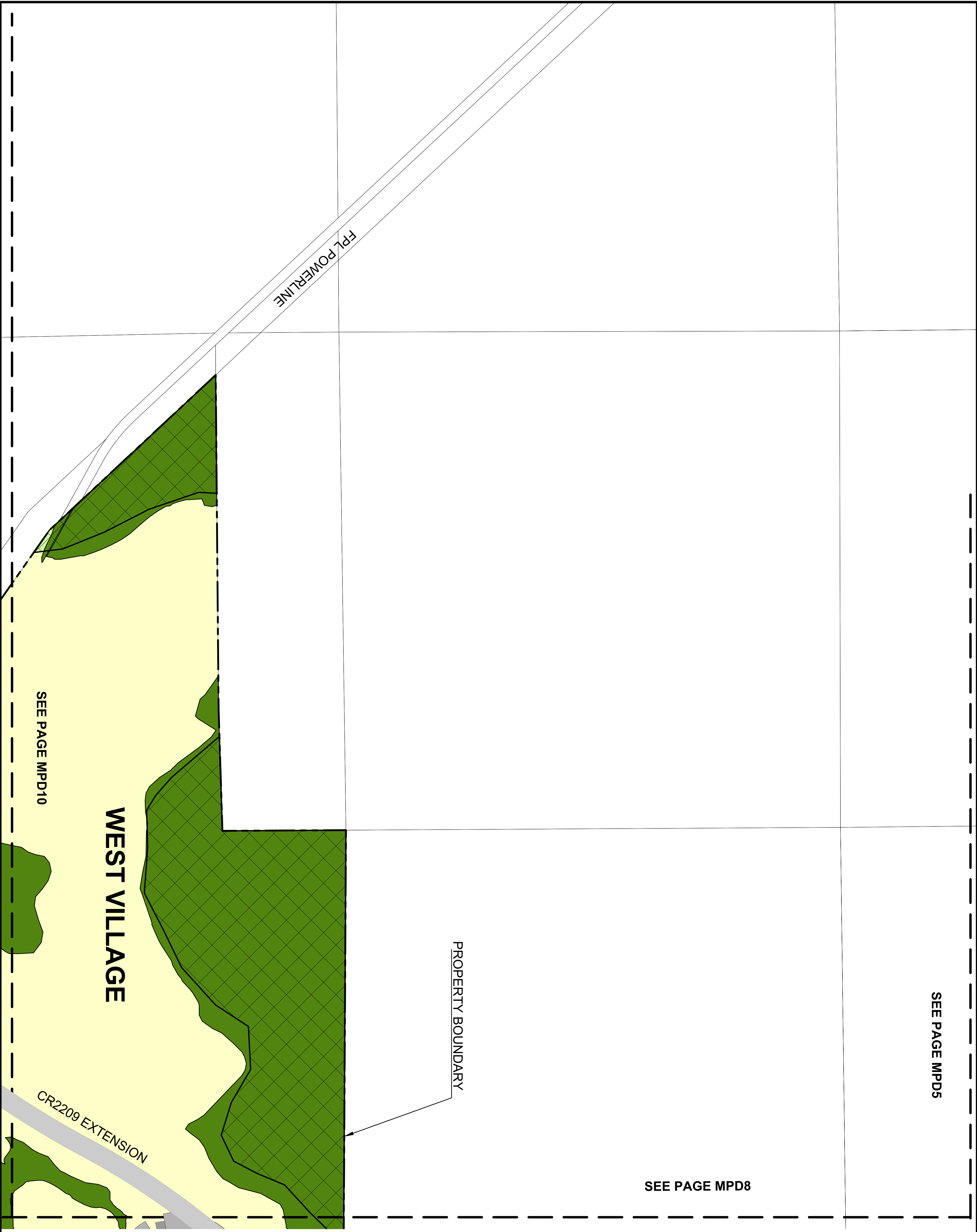
**Trusted Advisors, Creating Community.**

14775 Old St. Augustine Rd.  
Jacksonville, Florida 32258  
(904) 642-8990  
www.etm-inc.com  
REG- 00002584 LC-0000316

ETM NO. 19-239-01-028  
DRAWN BY: SS  
DESIGNED BY: KMS  
CHECKED BY: LKH  
DATE: 03-23-2026

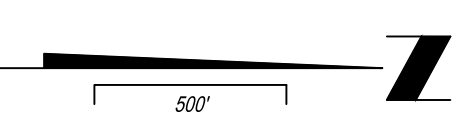
REVISIONS:  
04-28-26 REVISED PER COPC COMMENTS

PLANS PREPARED UNDER THE DIRECTION OF:  
P.E. NUMBER:

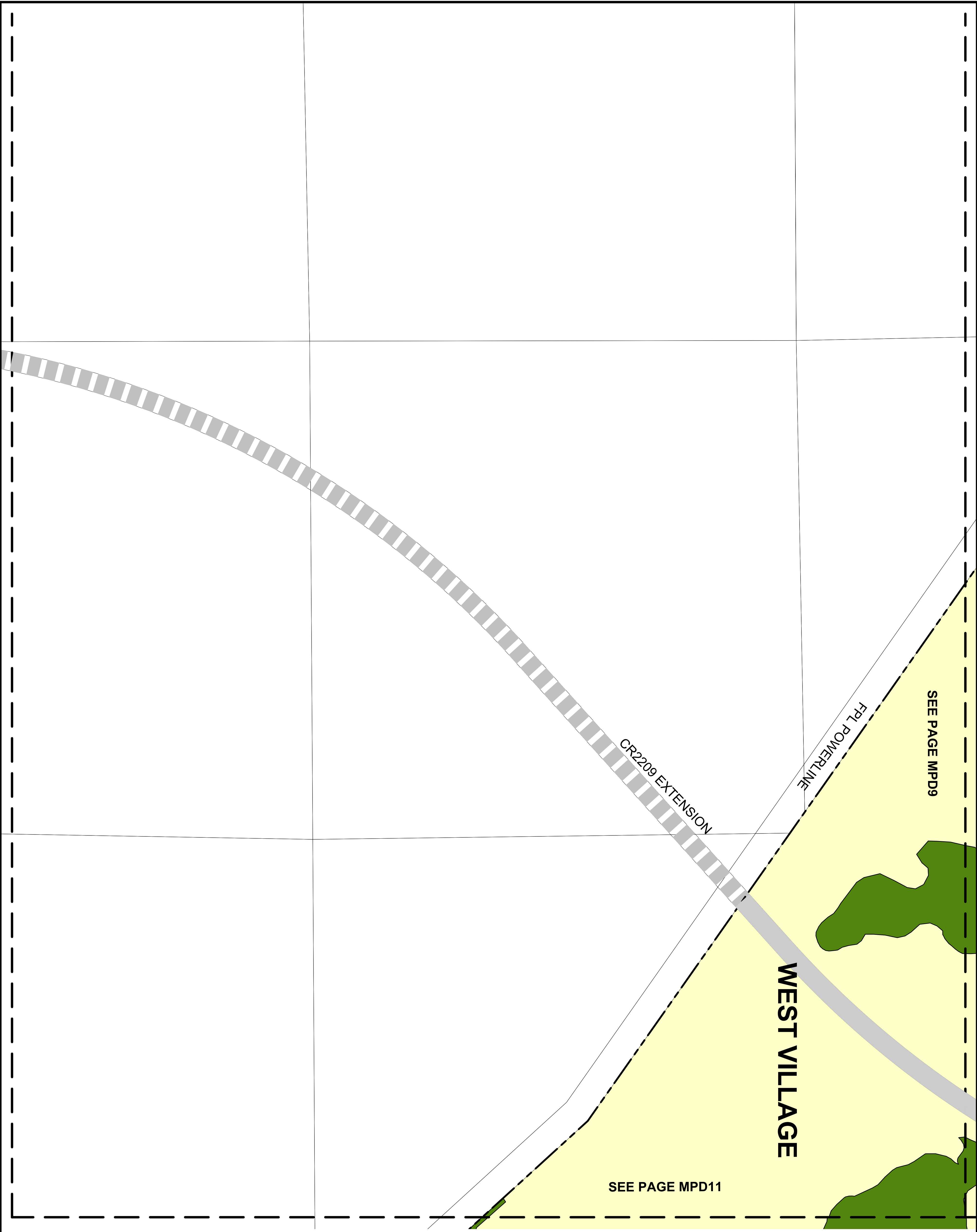


**LEGEND**

- GREENWAY OVERLAY
- TRANSITION ZONE
- VILLAGE
- WETLANDS
- UPLAND/OPEN SPACE
- EXISTING LAKE
- VILLAGE CENTER
- EMPLOYMENT CENTER
- REGIONAL ACTIVITY CENTER
- CONCEPTUAL ENTRANCES TO PARCELS
- REGIONAL ROADWAY NETWORK



DRAWING NUMBER <b>MPD9</b>	<b>MPD SITE PLAN</b>  <b>RAYDIENT PALM COAST</b> FOR <b>RAYDIENT PALM COAST, LLC</b>	 <b>ENGLAND-THIMS &amp; MILLER</b>	Trusted Advisors, Creating Community.	14775 Old St. Augustine Rd. Jacksonville, Florida 32258 (904) 642-8990 www.etmnc.com REG- 00002584 LC-0000316	ETM NO. 19-239-01-028 DRAWN BY: SS DESIGNED BY: KMS CHECKED BY: LKH DATE: 03-23-2026	REVISIONS: 04-28-26 REVISED PER COPC COMMENTS	PLANS PREPARED UNDER THE DIRECTION OF:  P.E. NUMBER:
-------------------------------	--	---------------------------------------	--	---	--	--	---



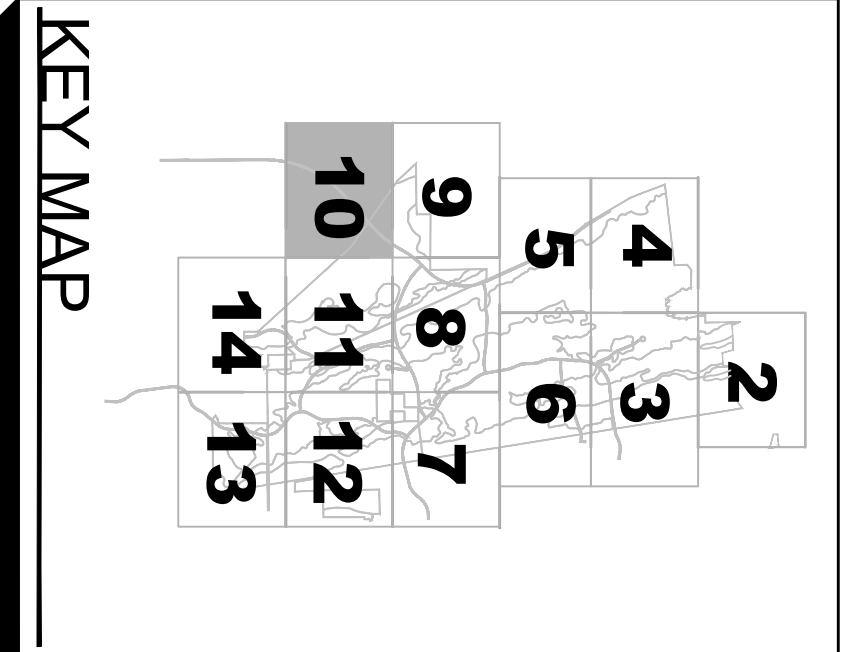
SEE PAGE MPD9

SEE PAGE MPD11

WEST VILLAGE

CR2209 EXTENSION

FPL POWERLINE



LEGEND	
	GREENWAY OVERLAY
	TRANSITION ZONE
	VILLAGE
	WETLANDS
	UPLAND/OPEN SPACE
	EXISTING LAKE
	VILLAGE CENTER
	EMPLOYMENT CENTER
	REGIONAL ACTIVITY CENTER
	CONCEPTUAL ENTRANCES TO PARCELS
	REGIONAL ROADWAY NETWORK

MPD10

MPD SITE PLAN  
 RAYDIENT PALM COAST  
 FOR  
 RAYDIENT PALM COAST, LLC



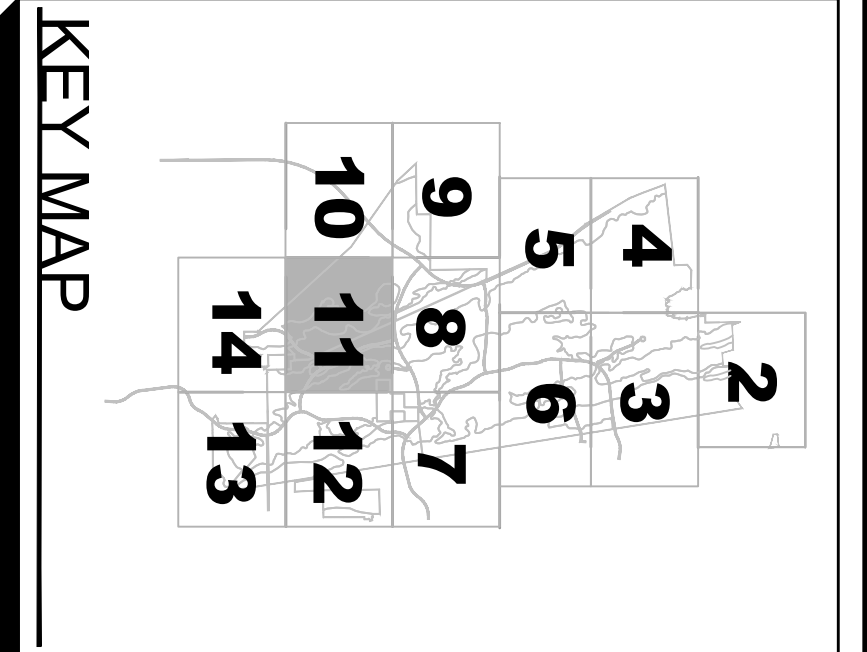
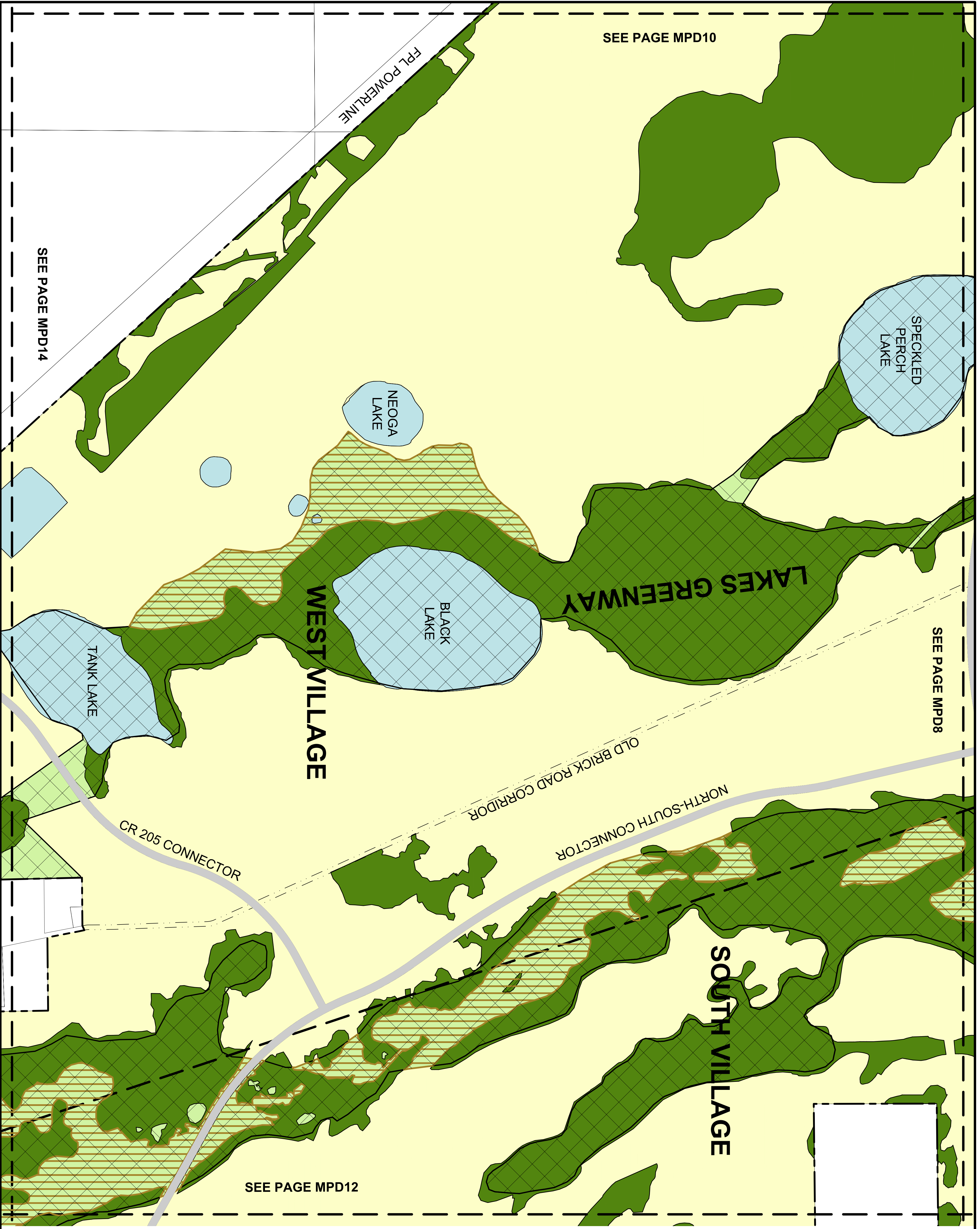
Trusted Advisors,  
 Creating Community.

14775 Old St. Augustine Rd.  
 Jacksonville, Florida 32258  
 (904) 642-8990  
 www.etmnc.com  
 REG- 00002584 LC-0000316

ETM NO. 19-239-01-028  
 DRAWN BY: SS  
 DESIGNED BY: KMS  
 CHECKED BY: LKH  
 DATE: 03-23-2026

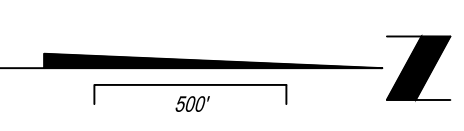
REVISIONS:  
 04-28-26 REVISED PER COPC COMMENTS

PLANS PREPARED UNDER THE DIRECTION OF:  
 P.E. NUMBER:

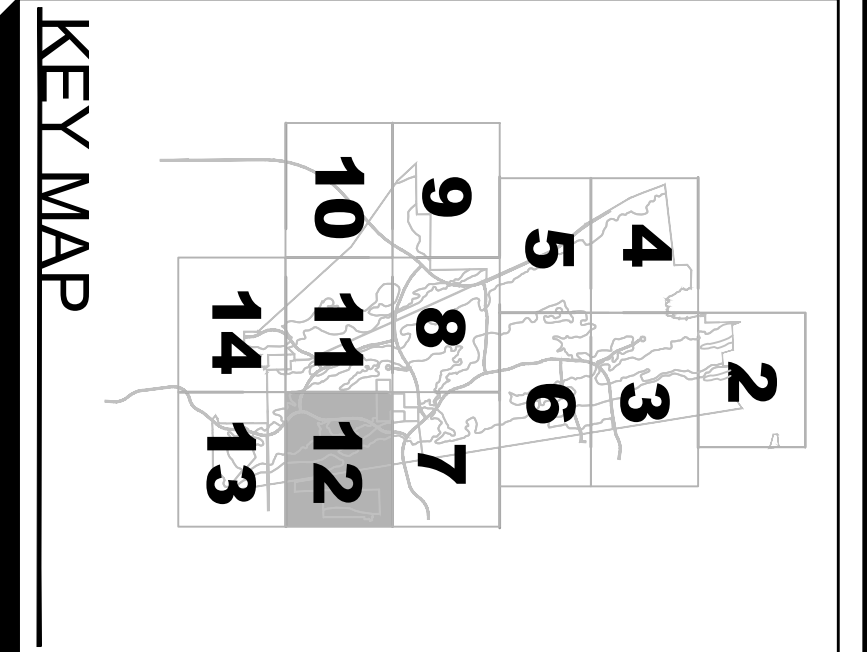
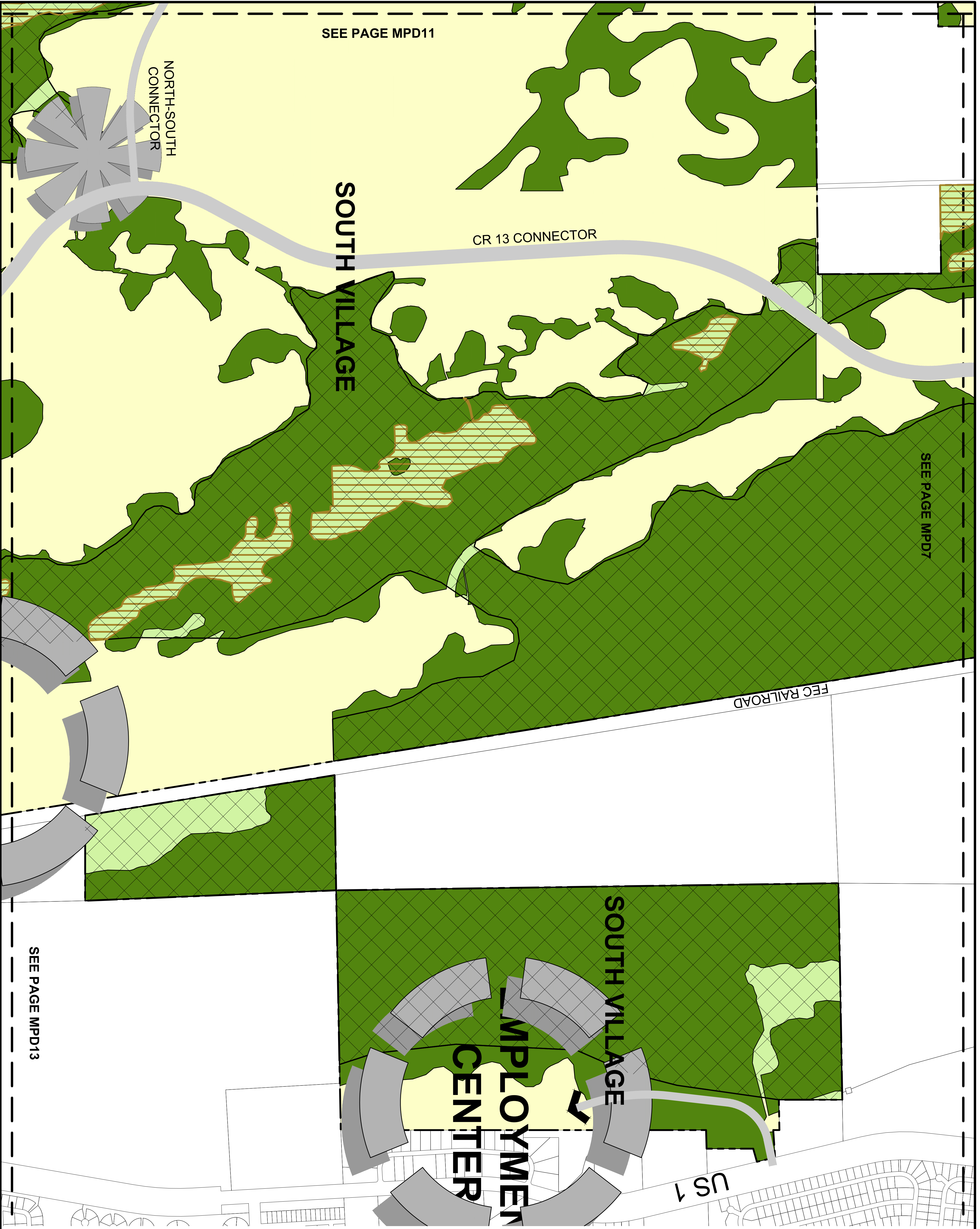


**LEGEND**

	GREENWAY OVERLAY
	TRANSITION ZONE
	VILLAGE
	WETLANDS
	UPLAND/OPEN SPACE
	EXISTING LAKE
	VILLAGE CENTER
	EMPLOYMENT CENTER
	REGIONAL ACTIVITY CENTER
	CONCEPTUAL ENTRANCES TO PARCELS REGIONAL ROADWAY NETWORK

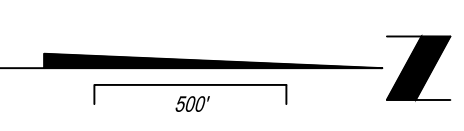


DRAWING NUMBER <b>MPD11</b>	<b>MPD SITE PLAN</b>	<b>ENGLAND-THIMS &amp; MILLER</b>	<b>Trusted Advisors, Creating Community.</b> 14775 Old St. Augustine Rd. Jacksonville, Florida 32258 (904) 642-8990 www.etmnc.com REG- 00002584 LC-0000316	ETM NO. 19-239-01-028	REVISIONS: 04-28-26 REVISED PER COPC COMMENTS	PLANS PREPARED UNDER THE DIRECTION OF:  P.E. NUMBER:
	<b>RAYDIENT PALM COAST FOR RAYDIENT PALM COAST, LLC</b>			DRAWN BY: SS DESIGNED BY: KMS CHECKED BY: LKH DATE: 03-23-2026		



**LEGEND**

	GREENWAY OVERLAY
	TRANSITION ZONE
	VILLAGE
	WETLANDS
	UPLAND/OPEN SPACE
	EXISTING LAKE
	VILLAGE CENTER
	EMPLOYMENT CENTER
	REGIONAL ACTIVITY CENTER
	CONCEPTUAL ENTRANCES TO PARCELS REGIONAL ROADWAY NETWORK

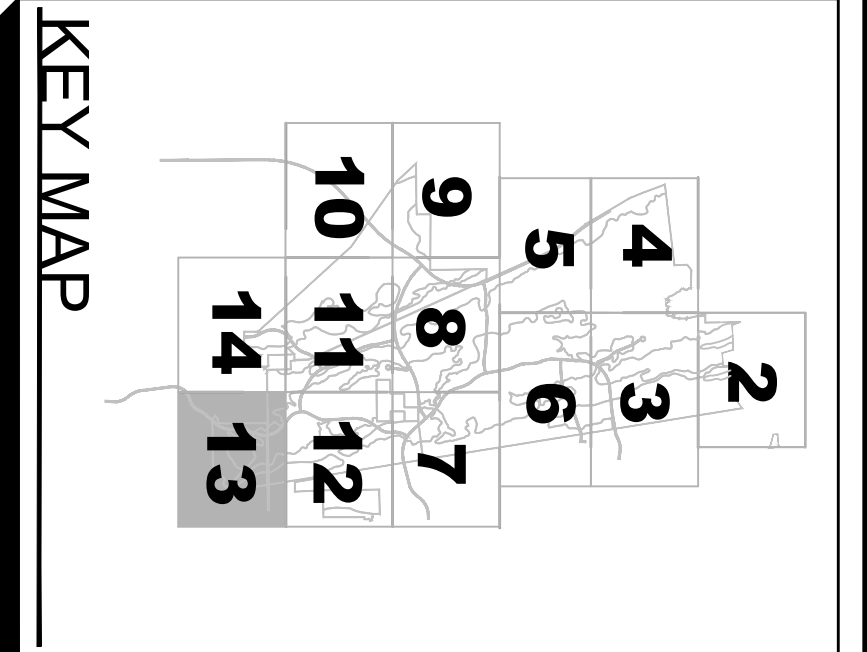


DRAWING NUMBER <b>MPD12</b>	<b>MPD SITE PLAN</b>	<b>ENGLAND-THIMS &amp; MILLER</b>	<b>Trusted Advisors, Creating Community.</b> 14775 Old St. Augustine Rd. Jacksonville, Florida 32258 (904) 642-8990 www.etm-inc.com REG- 00002584 LC-0000316	ETM NO. 19-239-01-028	REVISIONS: 04-28-26 REVISED PER COPC COMMENTS	PLANS PREPARED UNDER THE DIRECTION OF:  P.E. NUMBER:
	<b>RAYDIENT PALM COAST FOR RAYDIENT PALM COAST, LLC</b>			DRAWN BY: SS DESIGNED BY: KMS CHECKED BY: LKH DATE: 03-23-2026		

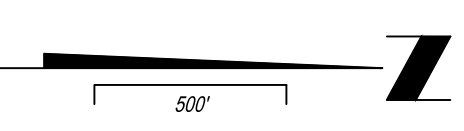


SEE PAGE MPD14

SEE PAGE MPD12



LEGEND	
	GREENWAY OVERLAY
	TRANSITION ZONE
	VILLAGE
	WETLANDS
	UPLAND/OPEN SPACE
	EXISTING LAKE
	VILLAGE CENTER
	EMPLOYMENT CENTER
	REGIONAL ACTIVITY CENTER
	CONCEPTUAL ENTRANCES TO PARCELS REGIONAL ROADWAY NETWORK



**MPD13**  
DRAWING NUMBER

**MPD SITE PLAN**  
**RAYDIENT PALM COAST**  
**FOR**  
**RAYDIENT PALM COAST, LLC**



**Trusted Advisors, Creating Community.**

14775 Old St. Augustine Rd.  
Jacksonville, Florida 32258  
(904) 642-8990  
www.etmnc.com  
REG- 00002584 LC-0000316

ETM NO. 19-239-01-028  
DRAWN BY: SS  
DESIGNED BY: KMS  
CHECKED BY: LKH  
DATE: 03-23-2026

REVISIONS:  
04-28-26 REVISED PER COPC COMMENTS

PLANS PREPARED UNDER THE DIRECTION OF:

P.E. NUMBER:

SEE PAGE MPD11

FPL POWERLINE

WEST VILLAGE

CR 205 CONNECTOR

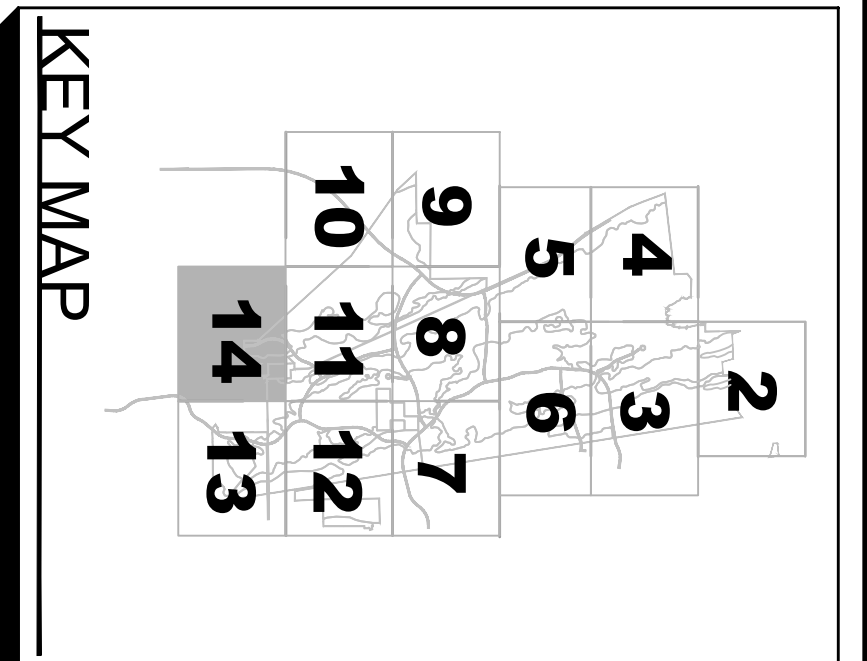
CR 205

ESPAÑOLA

ESPAÑOLA BUFFER AREA

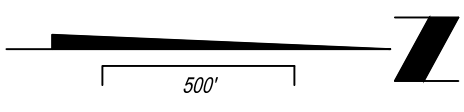
CR 13

SEE PAGE MPD13



**LEGEND**

	GREENWAY OVERLAY
	TRANSITION ZONE
	VILLAGE
	WETLANDS
	UPLAND/OPEN SPACE
	EXISTING LAKE
	VILLAGE CENTER
	EMPLOYMENT CENTER
	REGIONAL ACTIVITY CENTER
	CONCEPTUAL ENTRANCES TO PARCELS REGIONAL ROADWAY NETWORK

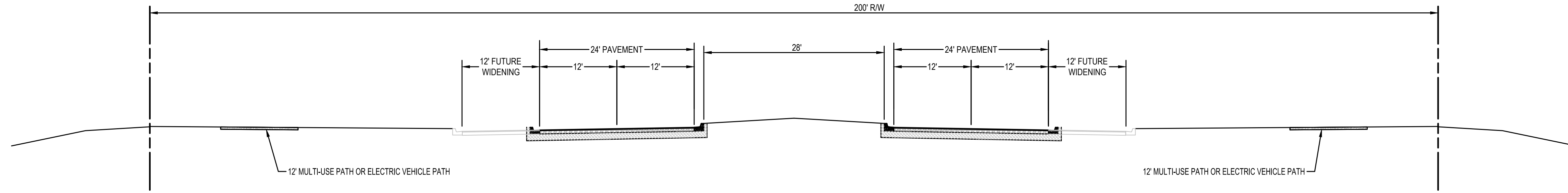


DRAWING NUMBER <b>MPD14</b>	<b>MPD SITE PLAN</b>	<b>ENGLAND-THIMS &amp; MILLER</b>	<b>Trusted Advisors, Creating Community.</b> 14775 Old St. Augustine Rd. Jacksonville, Florida 32258 (904) 642-8990 www.etminc.com REG- 00002584 LC-0000316	ETM NO. 19-239-01-028 DRAWN BY: SS DESIGNED BY: KMS CHECKED BY: LKH DATE: 03-23-2026	REVISIONS: 04-28-26 REVISED PER COPC COMMENTS	PLANS PREPARED UNDER THE DIRECTION OF:  P.E. NUMBER:
	<b>RAYDIENT PALM COAST FOR RAYDIENT PALM COAST, LLC</b>			PLOTTED: April 30, 2026 - 5:59 PM, BY: Karl Soderholm		

RECOMMENDED TYPICAL SECTIONS - COLLECTOR ROADS

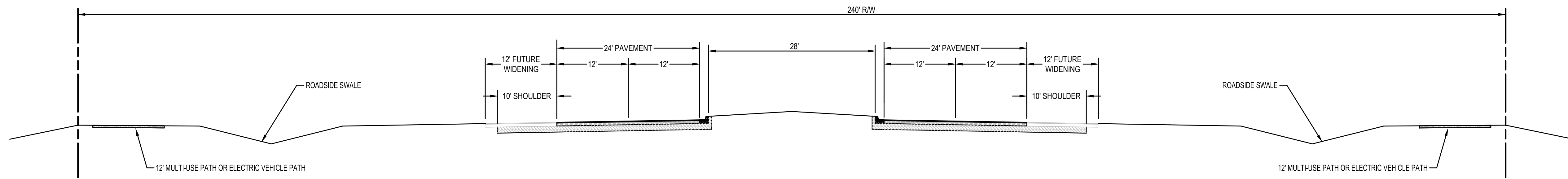
URBAN SECTIONS

NOTE: SIDEWALKS AND MULTI-USE PATHS MAY BE LOCATED WITHIN OR OUTSIDE OF THE RIGHT-OF-WAY, SUBJECT TO APPLICABLE EASEMENTS.



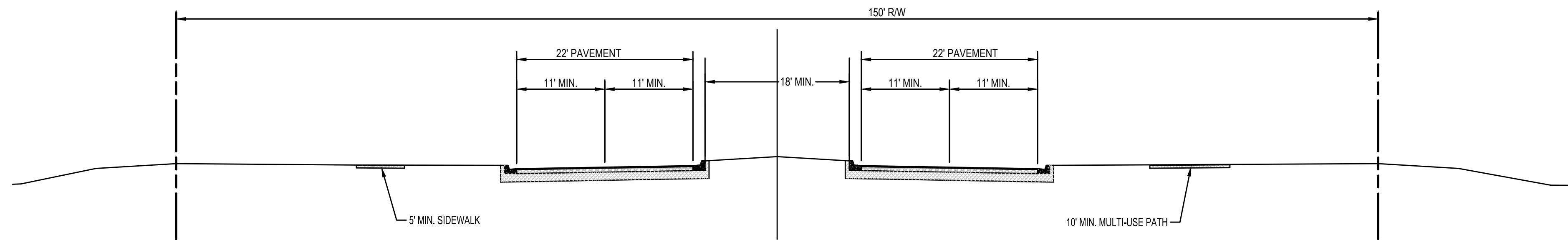
LOOP ROAD SECTION A

N.T.S.



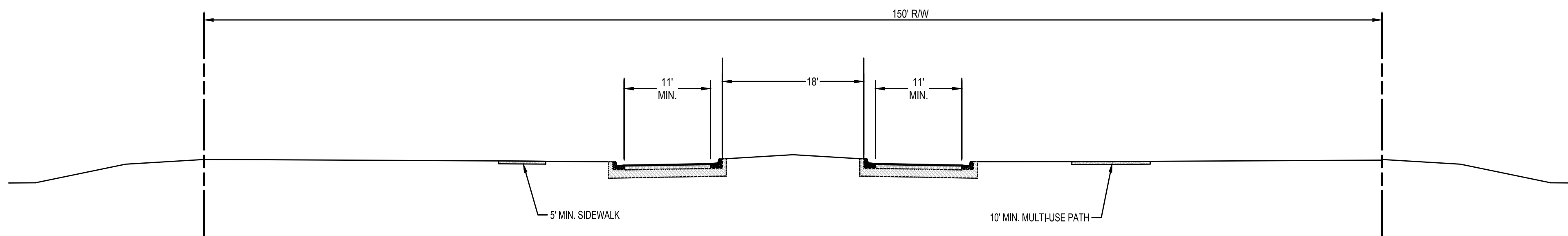
LOOP ROAD SECTION B

N.T.S.



MAIN BOULEVARD ROADWAY A

N.T.S.



MAIN BOULEVARD ROADWAY B

N.T.S.

PLANS PREPARED UNDER THE DIRECTION OF:  
P.E. NUMBER:

REVISIONS:  
04-28-26 REVISED PER COPC COMMENTS

ETM NO. 19-239-01-028	SS
DRAWN BY:	KMS
DESIGNED BY:	LKH
CHECKED BY:	
DATE:	03-23-2026

14775 Old St. Augustine Rd.  
Jacksonville, Florida 32259  
(904) 642-8900  
www.etmnc.com  
REG-00002694 LC-0000316

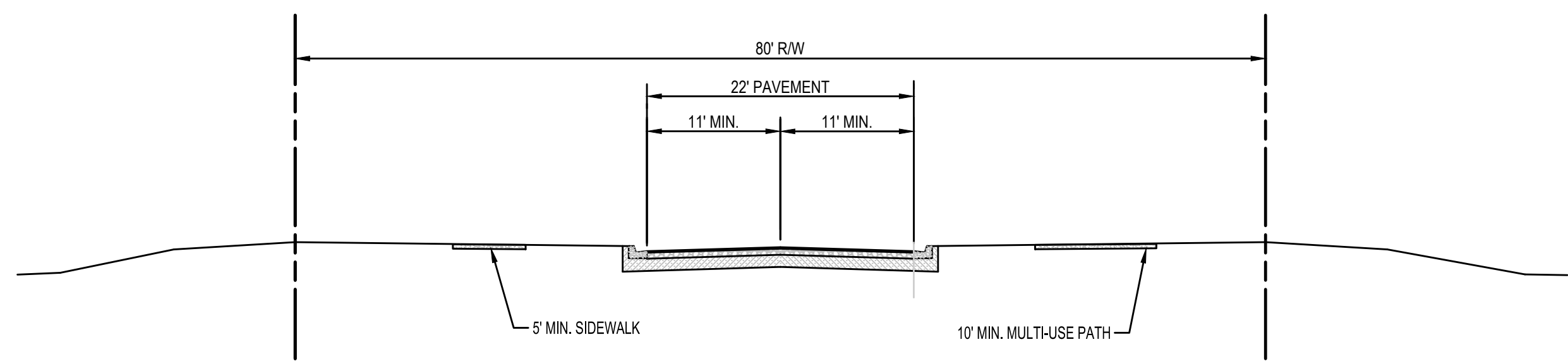
Trusted  
Advisors,  
Creating  
Community

**ETM**  
ENGLAND-THIMS & MILLER

TYPICAL SECTIONS  
RAYDIENT PALM COAST  
FOR  
RAYDIENT PALM COAST, LLC

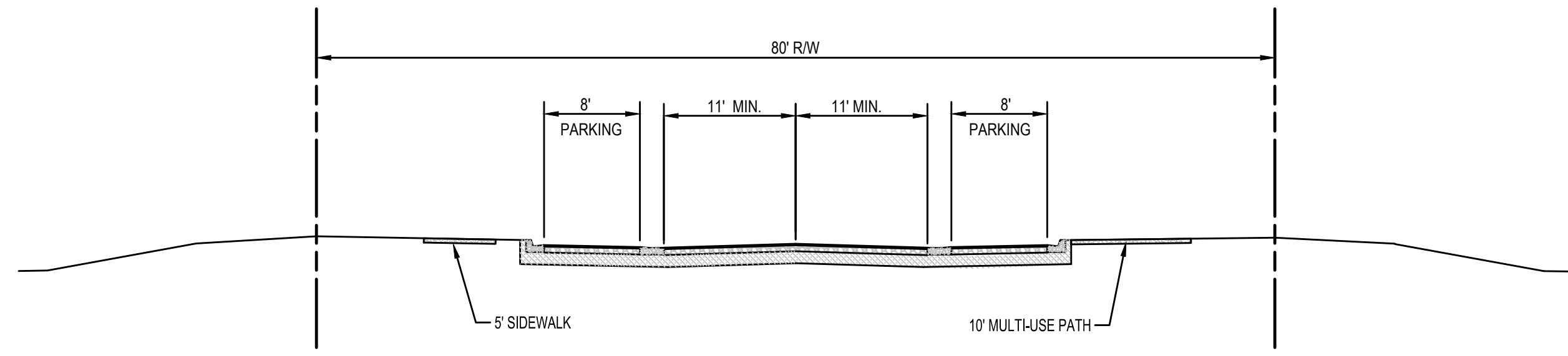
DRAWING NUMBER  
**MPD15**

F:\2019\19-239-01 - Raydient Work\19-239-01-028 Palm Coast\Planning Applications\MPD Reasoning\00\_MPD Working Map\19-239-01-028\_Palm Coast\_MPD.dwg



AVENUE ROADWAY A

N.T.S.

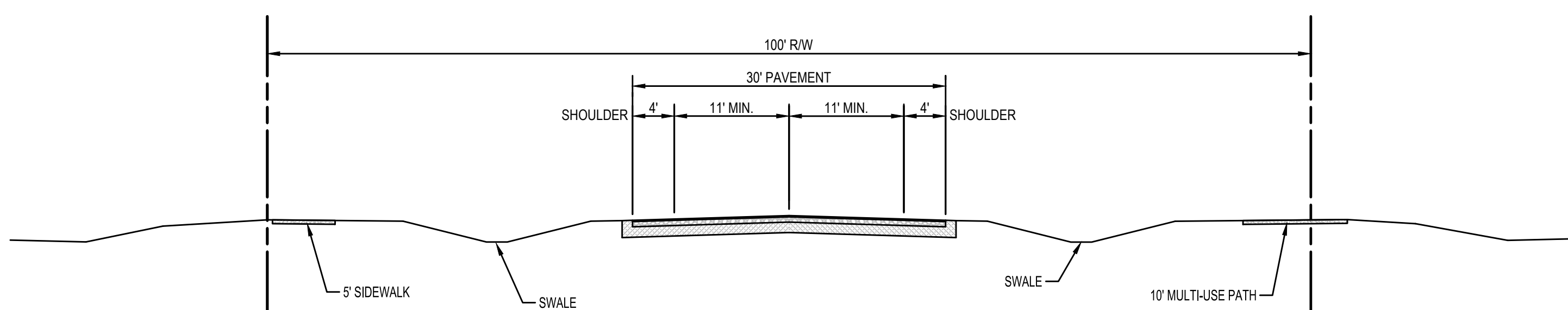


AVENUE ROADWAY A WITH ON-STREET PARKING

N.T.S.

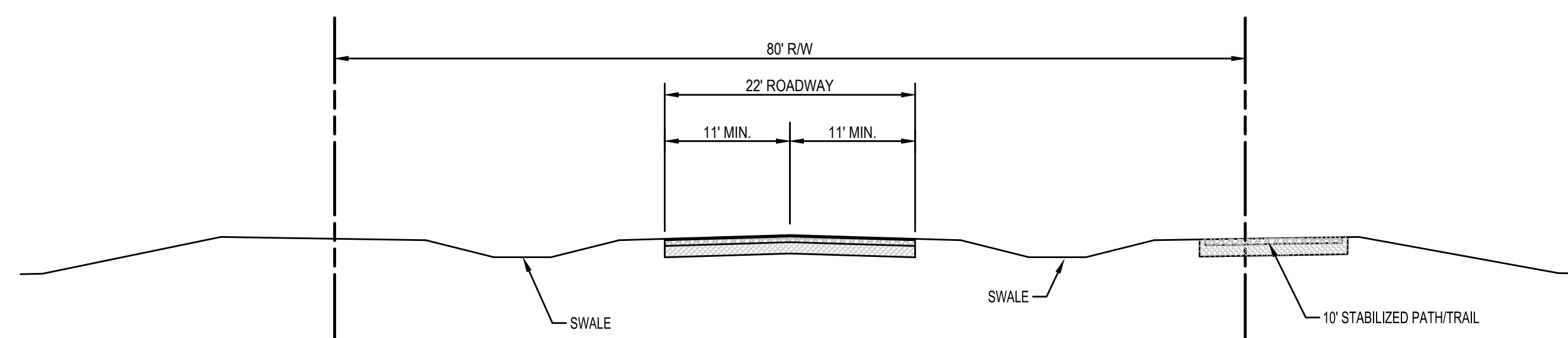
RECOMMENDED TYPICAL SECTIONS - COLLECTOR ROADS

RURAL SECTIONS



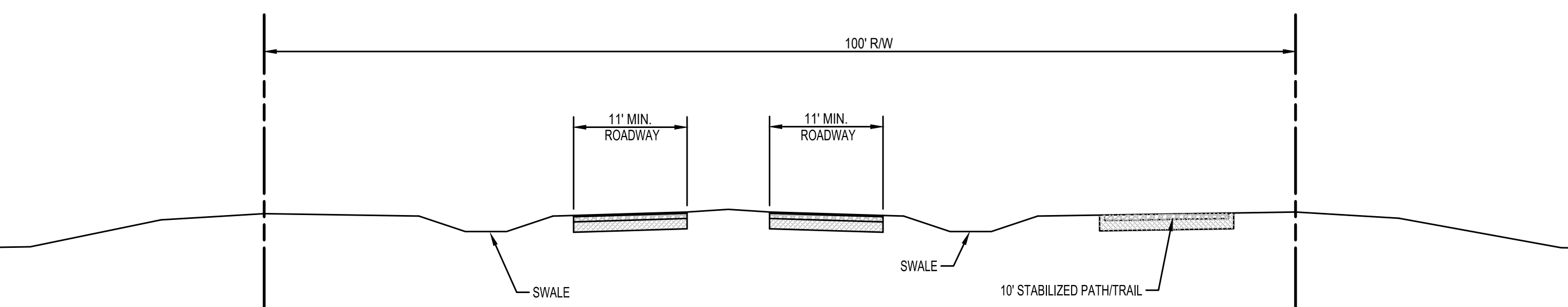
RURAL AVENUE ROADWAY

N.T.S.



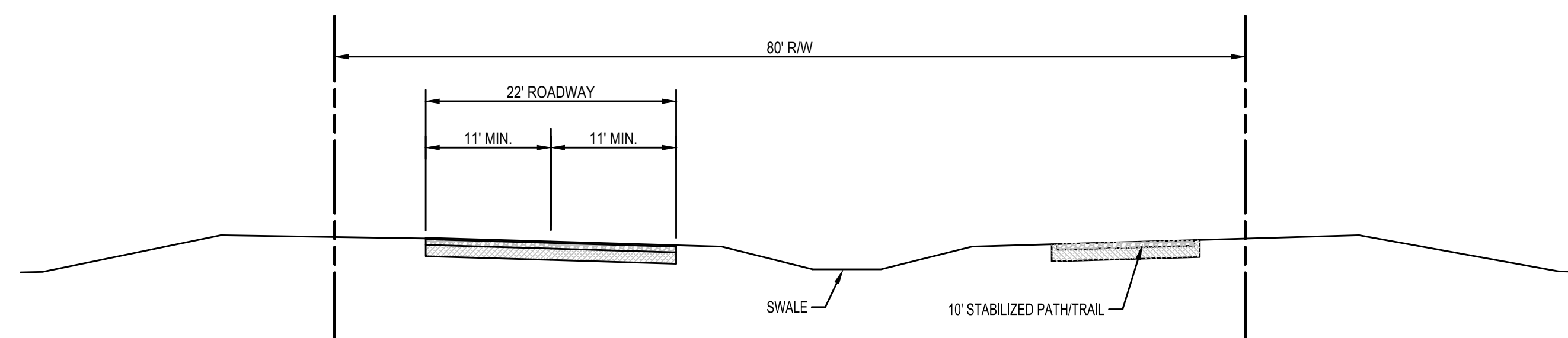
RURAL STREET A

N.T.S.



RURAL STREET B

N.T.S.



RURAL STREET C

N.T.S.

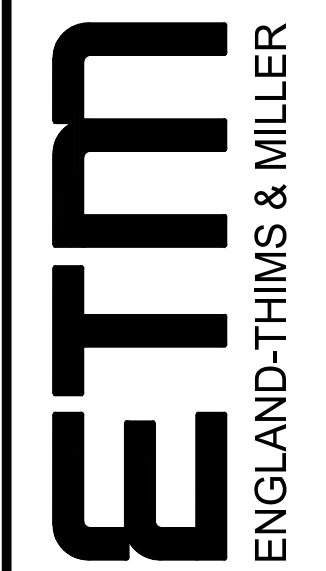
NOTE: SIDEWALKS AND MULTI-USE PATHS MAY BE LOCATED WITHIN OR OUTSIDE OF THE RIGHT-OF-WAY, SUBJECT TO APPLICABLE EASEMENTS

REVISIONS:  
04-26-26 REVISED PER COPC COMMENTS

ETM NO. 19-239-01-028	SS
DRAWN BY:	KMS
DESIGNED BY:	LKH
CHECKED BY:	
DATE:	03-23-2026

14775 Old St. Augustine Rd.  
Jacksonville, Florida 32259  
(904) 642-8900  
www.etmnc.com  
REG-00002694 LC-0000316

Trusted  
Advisors,  
Creating  
Community



TYPICAL SECTIONS  
RAYDIENT PALM COAST  
FOR  
RAYDIENT PALM COAST, LLC

DRAWING NUMBER  
MPD16

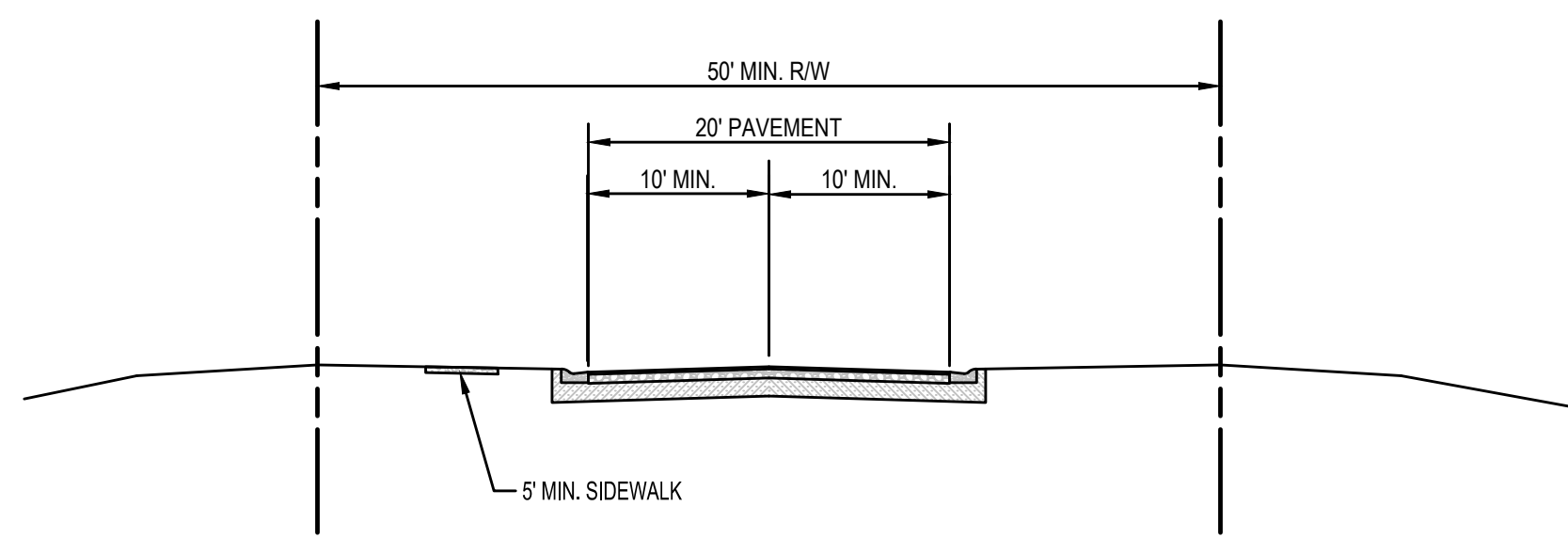
PLANS PREPARED UNDER  
THE DIRECTION OF:

F:\2019\19-239-01-028 Palm Coast\Planning Applications\MPD Reasoning\00\_MPD Working Map\19-239-01-028\_Palm Coast\_MPD.dwg  
P.E. NUMBER:  
Kerl Soderholm  
FLOTTED: April 30, 2026 - 5:59 PM, BY: Kerl Soderholm

RECOMMENDED TYPICAL SECTIONS - LOCAL ROADS

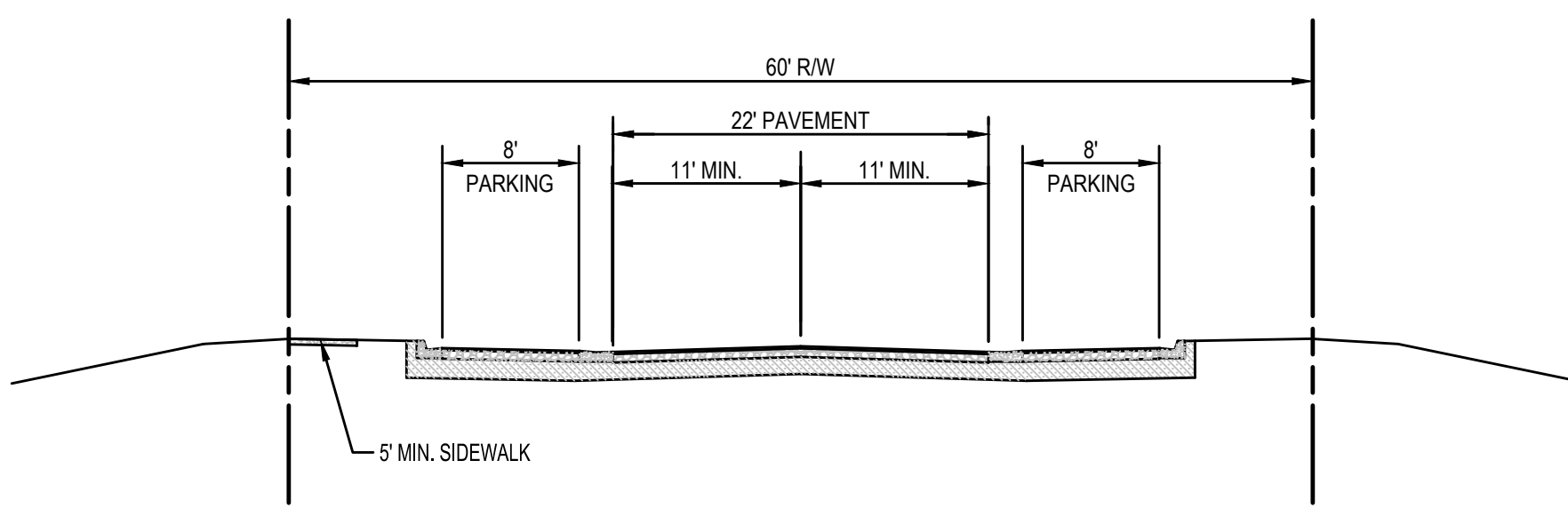
URBAN SECTIONS

NOTE: SIDEWALKS AND MULTI-USE PATHS MAY BE LOCATED WITHIN OR OUTSIDE OF THE RIGHT-OF-WAY, SUBJECT TO APPLICABLE EASEMENTS



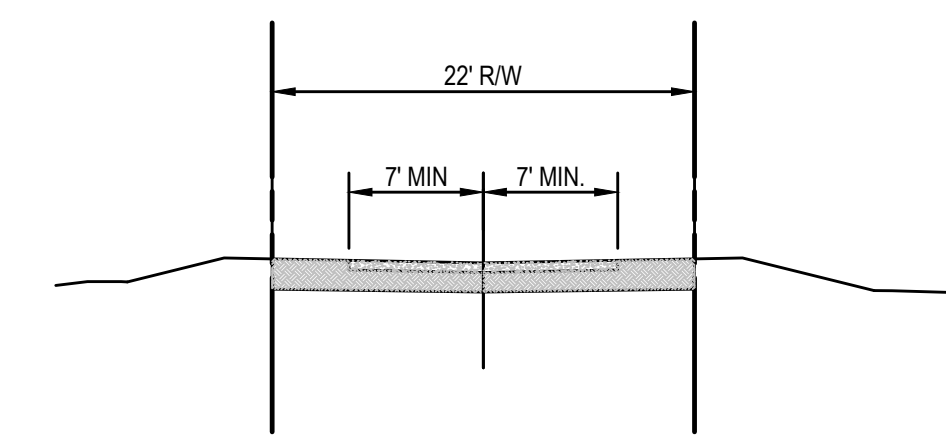
STREET ROADWAY

N.T.S.



STREET ROADWAY WITH ON-STREET PARKING

N.T.S.

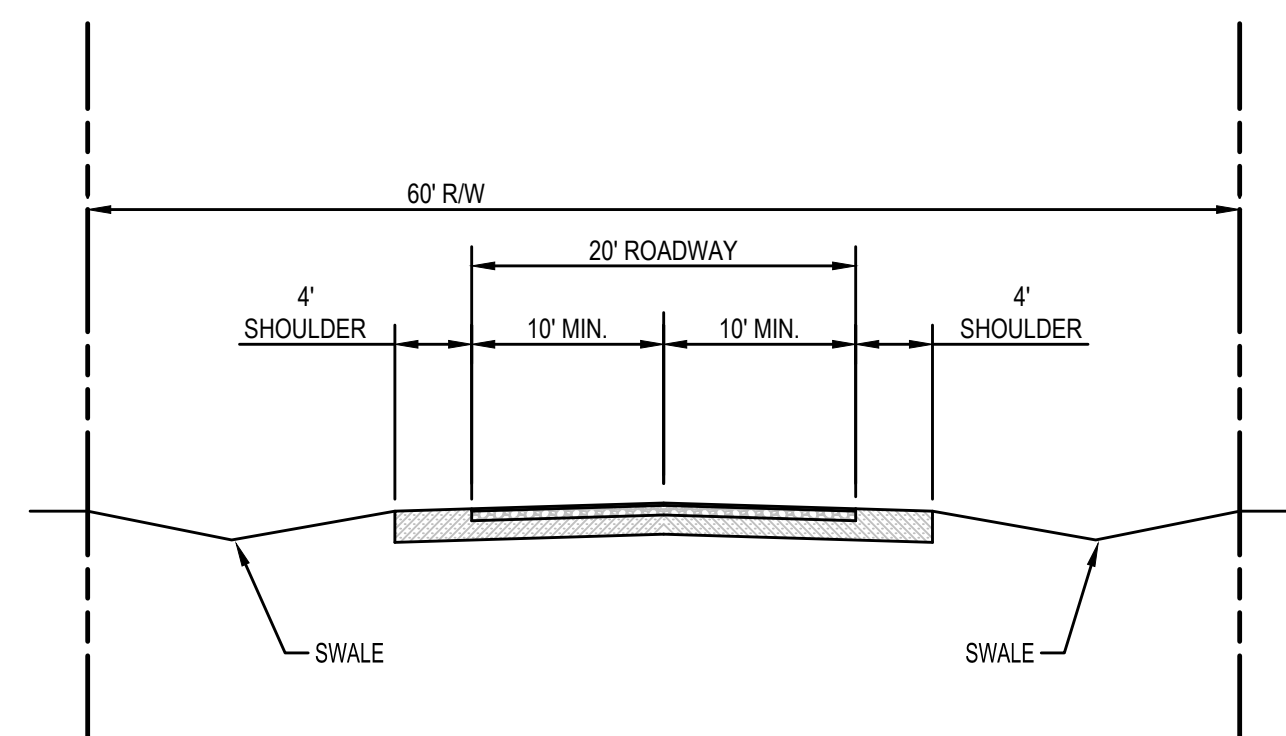


ALLEYWAY

N.T.S.

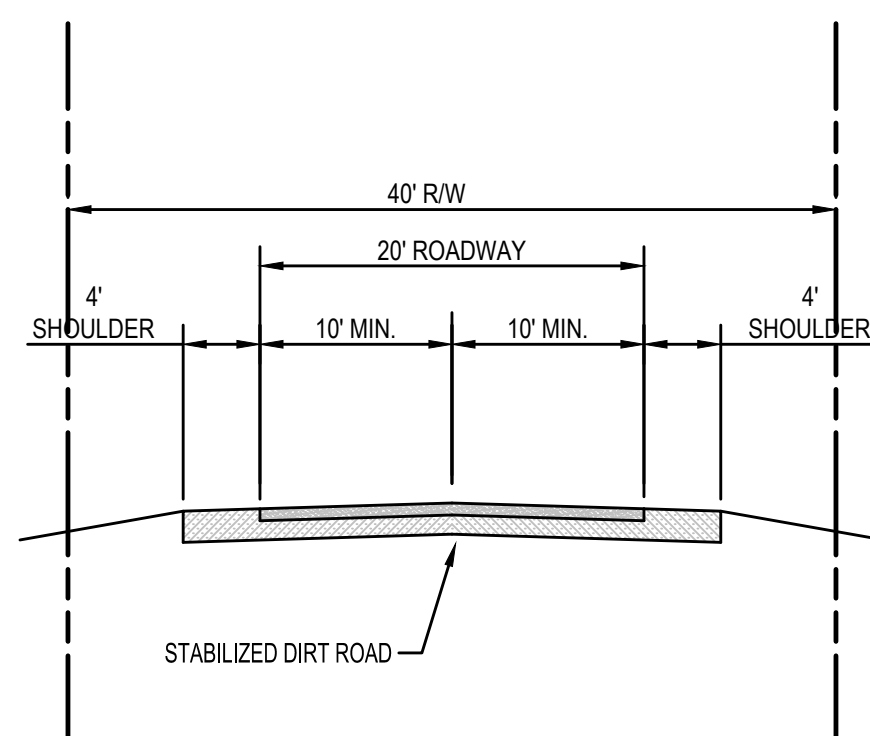
RECOMMENDED TYPICAL SECTIONS - LOCAL ROADS

RURAL SECTIONS



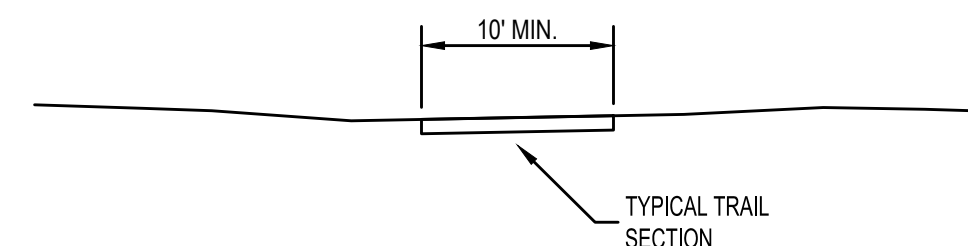
LOCAL ROAD

N.T.S.



STABILIZED LOW-IMPACT ROAD

N.T.S.

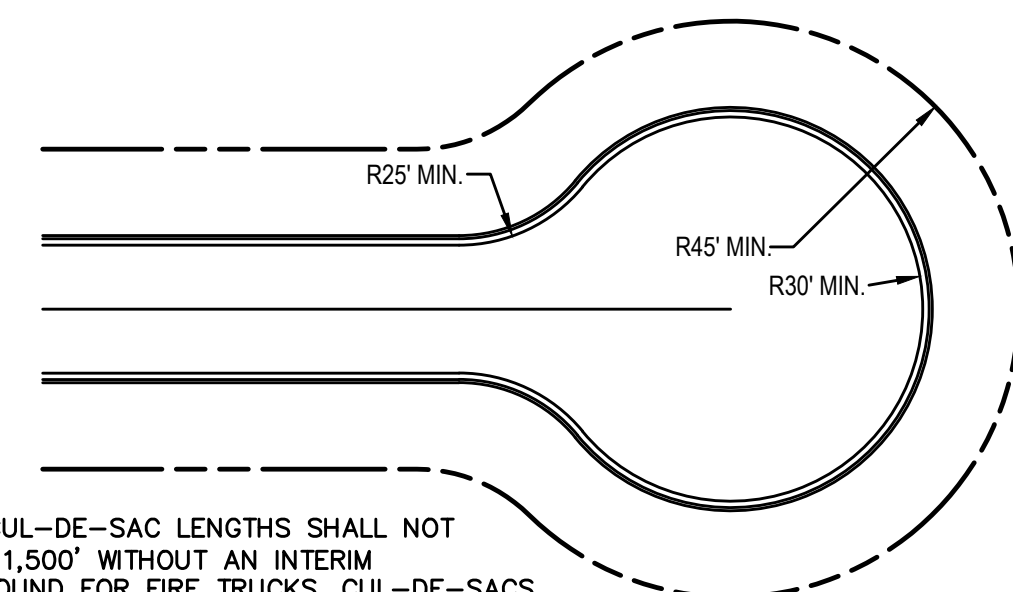


TYPICAL TRAIL SECTION

N.T.S.

RECOMMENDED TYPICAL LAYOUT - CUL-DE-SAC

RURAL SECTIONS



NOTE: CUL-DE-SAC LENGTHS SHALL NOT EXCEED 1,500' WITHOUT AN INTERIM TURNAROUND FOR FIRE TRUCKS. CUL-DE-SACS OR T-TURNAROUNDS ARE ONLY REQUIRED ON ROADS GREATER THAN 150' IN LENGTH.

CUL-DE-SAC LAYOUT

N.T.S.

PLANS PREPARED UNDER THE DIRECTION OF:  
P.E. NUMBER:

REVISIONS:  
04-28-26 REVISED PER COPC COMMENTS

ETM NO. 19-239-01-028  
DRAWN BY: SS  
DESIGNED BY: KMS  
CHECKED BY: LKH  
DATE: 03-23-2026

14775 Old St. Augustine Rd.  
Jacksonville, Florida 32259  
(904) 642-8900  
www.etmnc.com  
REG-00002694 LC-0000316

Trusted  
Advisors,  
Creating  
Community

**ETM**  
ENGLAND-THIMS & MILLER

TYPICAL SECTIONS  
RAYDIENT PALM COAST  
FOR  
RAYDIENT PALM COAST, LLC

DRAWING NUMBER  
**MPD17**

F:\2019\19-239-01 - Raydiert Wer\19-239-01-028 Palm Coast\Planning Applications\MPD Rezoning\00\_MPD Working Map\19-239-01-028\_Palm Coast\_MPD.dwg

Trip Generation Rate Calculations					
Land Use	ITE LUC	Independent Variable	PM Peak Hour		
			Gross Trip Rate <sup>1</sup>	Pass-by Percentage <sup>2</sup>	New Trip Rate
Single-Family Detached Housing	210	DU	0.93	0.0%	0.93
Single-Family Attached Housing	215	DU	0.51	0.0%	0.51
Multi-family Low-Rise	220	DU	0.52	0.0%	0.52
Multi-family Mid-Rise	221	DU	0.38	0.0%	0.38
Low-Rise Res. w/ Ground Floor Commercial	230	DU	0.36	0.0%	0.36
Mid-Rise Res. with Ground Floor Commercial	231	DU	0.40	0.0%	0.40
Senior Adult Housing—Single-Family	251	DU	0.29	0.0%	0.29
Senior Adult Housing—Multifamily	252	DU	0.25	0.0%	0.25
Assisted Living	254	DU	0.24	0.0%	0.24
Hotel	310	Rooms	0.47	0.0%	0.47
Resort Hotel	330	Rooms	0.39	0.0%	0.39
General Light Industrial	110	1000 SF	0.49	0.0%	0.49
Industrial Park	130	1000 SF	0.23	0.0%	0.23
Warehouse	150	1000 SF	0.15	0.0%	0.15
Congregate Care Facility	253	DU	0.18	0.0%	0.18
Office	710	1000 SF	1.18	0.0%	1.18
Medical-Dental Office Building	720	1000 SF	3.42	0.0%	3.42
Office Park	750	1000 SF	1.21	0.0%	1.21
Shopping Center (>150K)	820	1000 SF	3.26	34.0%	2.15
Shopping Plaza with Supermarket (40K -150K)	821	1000 SF	8.58	40.0%	5.15
Shopping Plaza without Supermarket (40K -150K)	821	1000 SF	4.76	40.0%	2.86
Strip Retail Plaza (<40K)	822	1000 SF	6.29	40.0%	3.77

Note: PM peak hour trip rate criteria:

1) Trip rate from the ITE's Trip Generation Manual, 12<sup>th</sup> Edition

2) Reduced for Pass-by based on the 3<sup>rd</sup> edition of ITE's Trip Generation Handbook

3) No Internal Capture considered

Land Use Exchange Table																							
FROM:	TO:	Single-Family Detached Housing	Single-Family Attached Housing	Multi-family Low-Rise	Multi-family Mid-Rise	Low-Rise Res. w/ Ground Floor Commercial	Senior Adult Housing Detached	Senior Adult Housing Attached	Senior Adult Housing—Multifamily	Assisted Living	Hotel	General Light Industrial	Industrial Park	Industrial Park	Warehouse	Congregate Care Facility	Office	Medical-Dental Office Building	Office Park	Shopping Center (>150K)	Shopping Plaza with Supermarket (40K -150K)	Shopping Plaza without Supermarket (40K -150K)	Strip Retail Plaza (<40K)
		DU	DU	DU	DU	DU	DU	DU	DU	DU	Rooms	Rooms	1000 SF	1000 SF	1000 SF	DU	1000 SF	1000 SF	1000 SF	1000 SF	1000 SF	1000 SF	1000 SF
	Trip Rate	0.93	0.51	0.52	0.38	0.36	0.40	0.29	0.25	0.24	0.47	0.39	0.49	0.23	0.15	0.18	1.18	3.42	1.21	2.15	5.15	2.86	3.77
Single-Family Detached Housing	0.93	1.0000	1.8235	1.7885	2.4474	2.5833	2.3250	3.2069	3.7200	3.8750	1.9787	2.3846	1.8980	4.0435	6.2000	5.1667	0.7881	0.2719	0.7686	0.4326	0.1806	0.3252	0.2467
Single-Family Attached Housing	0.51	0.5484	1.0000	0.9808	1.3421	1.4167	1.2750	1.7586	2.0400	2.1250	1.0851	1.3077	1.0408	2.2174	3.4000	2.8333	0.4322	0.1491	0.4215	0.2372	0.0990	0.1783	0.1353
Multi-family Low-Rise	0.52	0.5591	1.0196	1.0000	1.3684	1.4444	1.3000	1.7931	2.0800	2.1667	1.1064	1.3333	1.0612	2.2609	3.4667	2.8889	0.4407	0.1520	0.4298	0.2419	0.1010	0.1818	0.1379
Multi-family Mid-Rise	0.38	0.4086	0.7451	0.7308	1.0000	1.0556	0.9500	1.3103	1.5200	1.5833	0.8085	0.9744	0.7755	1.6522	2.5333	2.1111	0.3220	0.1111	0.3140	0.1767	0.0738	0.1329	0.1008
Low-Rise Res. w/ Ground Floor Commercial	0.36	0.3871	0.7059	0.6923	0.9474	1.0000	0.9000	1.2414	1.4400	1.5000	0.7660	0.9231	0.7347	1.5652	2.4000	2.0000	0.3051	0.1053	0.2975	0.1674	0.0699	0.1259	0.0955
Mid-Rise Res. with Ground Floor Commercial	0.40	0.4301	0.7843	0.7692	1.0526	1.1111	1.0000	1.3793	1.6000	1.6667	0.8511	1.0256	0.8163	1.7391	2.6667	2.2222	0.3390	0.1170	0.3306	0.1860	0.0777	0.1399	0.1061
Senior Adult Housing—Single-Family	0.29	0.3118	0.5686	0.5577	0.7632	0.8056	0.7250	1.0000	1.1600	1.2083	0.6170	0.7436	0.5918	1.2609	1.9333	1.6111	0.2458	0.0848	0.2397	0.1349	0.0563	0.1014	0.0769
Senior Adult Housing—Multifamily	0.25	0.2688	0.4902	0.4808	0.6579	0.6944	0.6250	0.8621	1.0000	1.0417	0.5319	0.6410	0.5102	1.0870	1.6667	1.3889	0.2119	0.0731	0.2066	0.1163	0.0485	0.0874	0.0663
Assisted Living	0.24	0.2581	0.4706	0.4615	0.6316	0.6667	0.6000	0.8276	0.9600	1.0000	0.5106	0.6154	0.4898	1.0435	1.6000	1.3333	0.2034	0.0702	0.1983	0.1116	0.0466	0.0839	0.0637
Hotel	0.47	0.5054	0.9216	0.9038	1.2368	1.3056	1.1750	1.6207	1.8800	1.9583	1.0000	1.2051	0.9592	2.0435	3.1333	2.6111	0.3983	0.1374	0.3884	0.2186	0.0913	0.1643	0.1247
Resort Hotel	0.39	0.4194	0.7647	0.7500	1.0263	1.0833	0.9750	1.3448	1.5600	1.6250	0.8298	1.0000	0.7959	1.6957	2.6000	2.1667	0.3305	0.1140	0.3223	0.1814	0.0757	0.1364	0.1034
General Light Industrial	0.49	0.5269	0.9608	0.9423	1.2895	1.3611	1.2250	1.6897	1.9600	2.0417	1.0426	1.2564	1.0000	2.1304	3.2667	2.7222	0.4153	0.1433	0.4050	0.2279	0.0951	0.1713	0.1300
Industrial Park	0.23	0.2473	0.4510	0.4423	0.6053	0.6389	0.5750	0.7931	0.9200	0.9583	0.4894	0.5897	0.4694	1.0000	1.5333	1.2778	0.1949	0.0673	0.1901	0.1070	0.0447	0.0804	0.0610
Warehouse	0.15	0.1613	0.2941	0.2885	0.3947	0.4167	0.3750	0.5172	0.6000	0.6250	0.3191	0.3846	0.3061	0.6522	1.0000	0.8333	0.1271	0.0439	0.1240	0.0698	0.0291	0.0524	0.0398
Congregate Care Facility	0.18	0.1935	0.3529	0.3462	0.4737	0.5000	0.4500	0.6207	0.7200	0.7500	0.3830	0.4615	0.3673	0.7826	1.2000	1.0000	0.1525	0.0526	0.1488	0.0837	0.0350	0.0629	0.0477
Office	1.18	1.2688	2.3137	2.2692	3.1053	3.2778	2.9500	4.0690	4.7200	4.9167	2.5106	3.0256	2.4082	5.1304	7.8667	6.5556	1.0000	0.3450	0.9752	0.5488	0.2291	0.4126	0.3130
Medical-Dental Office Building	3.42	3.6774	6.7059	6.5769	9.0000	9.5000	8.5500	11.7931	13.6800	14.2500	7.2766	8.7692	6.9796	14.8696	22.8000	19.0000	2.8983	1.0000	2.8264	1.5907	0.6641	1.1958	0.9072
Office Park	1.21	1.3011	2.3725	2.3269	3.1842	3.3611	3.0250	4.1724	4.8400	5.0417	2.5745	3.1026	2.4694	5.2609	8.0667	6.7222	1.0254	0.3538	1.0000	0.5628	0.2350	0.4231	0.3210
Shopping Center (>150K)	2.15	2.3118	4.2157	4.1346	5.6579	5.9722	5.3750	7.4138	8.6000	8.9583	4.5745	5.5128	4.3878	9.3478	14.3333	11.9444	1.8220	0.6287	1.7769	1.0000	0.4175	0.7517	0.5703
Shopping Plaza with Supermarket (40K -150K)	5.15	5.5376	10.0980	9.9038	13.5526	14.3056	12.8750	17.7586	20.6000	21.4583	10.9574	13.2051	10.5102	22.3913	34.3333	28.6111	4.3644	1.5058	4.2562	2.3953	1.0000	1.8007	1.3660
Shopping Plaza without Supermarket (40K -150K)	2.86	3.0753	5.6078	5.5000	7.5263	7.9444	7.1500	9.8621	11.4400	11.9167	6.0851	7.3333	5.8367	12.4348	19.0667	15.8889	2.4237	0.8363	2.3636	1.3302	0.5553	1.0000	0.7586
Strip Retail Plaza (<40K)	3.77	4.0538	7.3922	7.2500	9.9211	10.4722	9.4250	13.0000	15.0800	15.7083	8.0213	9.6667	7.6939	16.3913	25.1333	20.9444	3.1949	1.1023	3.1157	1.7535	0.7320	1.3182	1.0000

Example: Convert 100 Du's of Single Family Detached Residential to Multi-family Mid-Rise  
 $100 \times 2.44474 = 244$   
 100 Single Family Detached units is equivalent to 244 Multi-family Mid-Rise Units

Convert 50,000 sf of Office to Light Industrial  
 $50,000 \times 3.0256 = 151,280$   
 50,000 sf of Office is equivalent to 151,280 sf of Light Industrial