

1 TOWN CENTER AT PALM COAST 2024 AMENDED AND RESTATED
2 DEVELOPMENT OF REGIONAL IMPACT DEVELOPMENT ORDER

3 THIS SECOND AMENDED AND RESTATED DEVELOPMENT
4 ORDER effective this 6th day of Febraury,
5 2024 by and between Florida Landmark
6 Communities, Inc., a Florida corporation and
7 Palm Coast Holdings, Inc., a Florida
8 Corporation (the "Developer") and the City
9 of Palm Coast, a municipal corporation
10 organized and existing under the laws of
11 the State of Florida (the "City").

12 WHEREAS: Developer filed an Application For Development
13 Approval ("ADA") dated April 9, 2002, as amended by ADA First
14 Sufficiency Response dated June 24, 2002, and ADA Second
15 Sufficiency Response dated August 28, 2002, for Town Center at
16 Palm Coast Development of Regional Impact ("Town Center DRI")
17 located on certain real property as more specifically described
18 on **Exhibit "A"** hereto (the "DRI Property");

19 WHEREAS, whenever an action or approval of the City is
20 referred to herein, except for actions relating to the City
21 Council, the action shall be taken by the City Manager, or
22 designee; and

23 WHEREAS, whenever an action, right or eligibility of the
24 Developer is referred to herein, the action may be taken by,
25 or the right or eligibility may belong to Town Center at Palm
 Coast Community Development District ("CDD") but the Developer
 shall have primary responsibility for all actions that are the
 obligation of the Developer.

1 WHEREAS, the Town Center DRI is a proposed mixed-use
2 development on approximately 1,557 acres located in the City
3 at the northwest corner of the intersection of SR-100 and I-95.
4 The project is bordered by I-95 to the east, SR-100 to the
5 south, a major drainage canal to the north and Belle Terre
6 Parkway to the west; and

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

11 WHEREAS, the Developer provided complete copies of the ADA,
12 as amended by the Sufficiency Responses to the Florida
13 Department Of Community Affairs ("DCA"), NEFRPC and the City;
14 and

15 WHEREAS, the Town Center DRI is consistent with the City's
16 Comprehensive Plan; and

17 WHEREAS, pursuant to Section 306.06, *Florida Statutes*, the
18 City Council of the City ("City Council") heard at a public
19 hearing convened on December 3, 2002, and July 1, 2003, the ADA
20 for the Town Center DRI and afforded the public and all affected
21 parties an opportunity to be heard and to present evidence; and

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

1 WHEREAS, the resolution approving Town Center DRI DO was
2 recorded on July 23, 2003 in Official Records Book 0959, Page
3 1509 of the Public Records of Flagler County, Florida;

4 WHEREAS, thereafter, the City passed Resolution 2008-89
5 providing for a three (3) year extension to the DRI DO which
6 was recorded in Official Records Book 1664, Page 1882 of the
7 Public Records of Flagler County, Florida;

8 WHEREAS, the City then acknowledged House Bill 7207 which
9 gave a developer the option to extend its development order for
10 a four-year period, which was completed and memorialized in
11 Official Records Book 1847, Page 1486 of the Public Records of
12 Flagler County, Florida;

13 WHEREAS, the City then amended the DRI DO on November 27,
14 2018 as outlined in Official Records Book 2321, Page 0549 of
15 the Public Records of Flagler County, Florida;

16 WHEREAS, the City passed Resolution 2022-76 on June 21,
17 2022, Approving the Town Center at Palm Coast DRI-DO, and such
18 DRI-DO is recorded in Official Records Book 2711, Page 1810 of
19 the Public Records of Flagler County, Florida;

20 WHEREAS, the City passed Resolution 2024-04 on January 16,
21 2024, Approving the Land Use conversion in the Town Center at
22 Palm Coast DRI-DO and the update of Tables 3(b) and 3(c) and
23 such changes are incorporated into this updated DRI-DO; and

24 NOW, THEREFORE, BE IT HEREBY ORDERED AND RESOLVED by the
25 City Council, that based upon the Findings of Fact and
Conclusions of Law, and the consent and agreement of the

1 Developer, and subject to the following terms and conditions,
2 the City Council hereby approves this Development Order,
3 pursuant to the provisions of Section 380.06, *Florida Statutes*,
4 and other applicable State laws, and the codes and ordinances
5 of the City:

6 **PART I**

7 **FINDINGS OF FACT AND CONCLUSIONS OF LAW**

8 1. The above Recitals/Whereas clauses are hereby adopted
9 and incorporated into this Section of this Order.

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

13 3. The Town Center DRI is consistent with the State's
14 Comprehensive Plan.

15 4. The Town Center DRI is consistent with the Strategic
16 Regional Policy Plan adopted by the NEFRPC.

17 5. The Town Center DRI is consistent with the City's
18 Comprehensive Plan.

19 6. The Town Center DRI is consistent with the
20 Assessment Report and Recommendations of the NEFRPC issued
21 pursuant to Section 380.06, *Florida Statutes*.

22 7. The public hearing to consider this Order was properly
23 noticed and held by the City Council pursuant to Section
24 380.06, *Florida Statutes*.

25 8. The Developer's authorized agent is Jeff Douglas whose
principal place of business is Douglas Property & Development;

1 145 City Place, Suite 300, Palm Coast, Florida 32164; telephone
2 number (386) 446-6226.

3 9. The development of the Town Center DRI pursuant to the
4 ADA was determined to be consistent with the achievement of
5 the objectives of the adopted State Comprehensive Plan, as
6 codified at Chapter 187, *Florida Statutes*, and will not
7 unreasonably interfere with the achievement of those
8 objectives.

9 PART II

10 GENERAL CONDITIONS

11 1. **ADA.** This section has been intentionally deleted as
12 all requirements have been incorporated into this document.

13 2. **Notice of Order.** Notice of this Order and any
14 subsequent amendment hereto shall be recorded by Developer in
15 accordance with the provisions of Section 28.222 and 380.06,
16 *Florida Statutes*, with the Clerk of the Circuit Court of
17 Flagler County, Florida. Any subsequent owner/developer or
18 assignee from Developer shall be subject to the provisions
19 contained in this Order. Any contract or agreement for sale
20 by Developer of all or any portion of the Town Center DRI shall
21 contain a legend substantially in the following form clearly
22 printed or stamped thereon.

23 THE PROPERTY DESCRIBED HEREIN IS PART OF THE
24 TOWN CENTER AT PALM COAST DEVELOPMENT OF
25 REGIONAL IMPACT AND IS SUBJECT TO A DEVELOPMENT
ORDER, NOTICE OF WHICH IS RECORDED IN THE

1 PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA,
 2 WHICH IMPOSES CONDITIONS, RESTRICTIONS AND
 3 LIMITATIONS UPON THE USE AND DEVELOPMENT OF THE
 4 SUBJECT PROPERTY WHICH ARE BINDING UPON EACH
 5 SUCCESSOR AND ASSIGN OF FLORIDA LANDMARK
 6 COMMUNITIES, INC. A COPY OF THE DEVELOPMENT
 7 ORDER MAY BE REVIEWED AT THE DEVELOPMENT
 8 SERVICES DEPARTMENT, CITY OF PALM COAST OR AT
 9 THE OFFICES OF THE DEPARTMENT OF COMMUNITY
 10 AFFAIRS, STATE OF FLORIDA, TALLAHASSEE,
 11 FLORIDA.

12 **3. Land Use Totals.**

13 (a) The Town Center DRI was originally approved for
 14 the following development criteria (the "Original
 15 Entitlements"):

<u>Land Use</u>	<u>Gross Bldg./Units or Area</u>	<u>Acreage *</u>
Residential	2,500/DUs	190 Acres
Office	1,400,000/SF	110 Acres
Retail/Comm.	2,000,000/SF	250 Acres
Non-Retail/Comm.	1,400,000/SF	180 Acres
Institutional	625,000/SF	80 Acres
Movie Theater	2,400 seats	8 Acres
Lodging	480 rooms	15 Acres
Nursing Home	240 beds	10 Acres
Common Area	--	714 Acres

25 * The Town Center DRI is planned as a traditional neighborhood development. As a result, land uses will be integrated, rather than

specifically assigned to designated areas. Consequently, acreage is approximate for each land use category.

(b) After the conversion requested and approved by Resolution 2024-04, Town Center DRI is entitled for the following:

Land Use	Gross Bldg./Units or Area	Acreage *
Residential	3,575/DUs	190 Acres
Office	1,285,417/SF	110 Acres
Retail/Comm.	1,909,240/SF	250 Acres
Non-Retail/Comm.	1,195,000/SF	180 Acres
Institutional	625,000/SF	80 Acres
Movie Theater	2,400 seats	8 Acres
Lodging	480 rooms	15 Acres
Nursing Home	485 beds	10 Acres
Common Area	--	714 Acres

* The Town Center DRI is planned as a traditional neighborhood development. As a result, land uses will be integrated, rather than specifically assigned to designated areas. Consequently, acreage is approximate for each land use category.

(c) Of the Present Entitlements identified above, the following are the currently remaining entitlements that have not been assigned to specific parcels of property within the current DRI Property:

Land Use	Approved	Sold	Remaining* ¹
Residential	3,575 Units	2,599 Units	775 Units
Office	1,285,417 Sq. Ft.	487,780 Sq. Ft.	797,637 Sq. Ft.

1	Retail/Commercial	1,909,240 Sq. Ft.	858,786 Sq. Ft.	1,141,214 Sq. Ft.
2				
3	Non-Retail	1,195,000 Sq. Ft.	136,589 Sq. Ft.	1,058,411 Sq. Ft.
4	Commercial			
5	Institutional	625,000 Sq. Ft.	240,000 Sq. Ft.	385,000 Sq. Ft.
6				
7	Movie Theater	2,400 Seats	2,400 Seats	0 Seats
8				
9	Lodging	480 rooms	125 rooms	355 rooms
10	Assisted Living	485 rooms	202 rooms	283 rooms

11 * All remaining entitlements are owned by Developer and have not been assigned to any specific property.

12 ¹ A chart showing the assignment of the listed entitlements is attached as Exhibit "K".

13

14 **4. Land Use Conversion Table.**

15 • Developer may increase and simultaneously decrease

16 entitlements ("Land Use Conversions"), after filing a

17 Notice of Proposed Change provided that (i) such changes

18 are consistent with the conversion table attached as

19 Exhibit "C" hereto (the "Conversion Table"), and this

20 Section, and (ii) such changes do not have a substantial

21 adverse effect or impact on public infrastructure

22 facilities as determined by the City.

23 • Land Use Conversions (simultaneous increases or

24 decreases) of the Present Entitlements, as shown in Section

25 3 above, shall be permitted, subject to the following

1 conditions and limitations: Declarant is entitled to
 2 conversions of up to 20% of the Present Entitlements (as
 3 identified in the First Amended and Restated DO). Notice of
 4 any conversions are required to be submitted to the City
 5 Manager's designee so that the City can track conversions
 6 and ensure that the 20% threshold is not exceeded. The
 7 notice to the City shall also contain evidence showing that
 8 the conversion will not result in an adverse impact to the
 9 community as more fully outlined in Section II, Paragraph
 10 (c).

11 • Conversions of Present Entitlements (as identified in
 12 First Amended and Restated DO) in excess of 20%, but in no
 13 event cumulatively more than 30%, may occur, subject to City
 14 Council approval, to ensure that substantial and material
 15 adverse impacts on public facilities and the community do
 16 not occur as a result of the conversion.

17 **5. Phasing, Buildout and Expiration.** The Town Center DRI
 18 shall be developed in three phases as shown on the following
 19 schedule:

	Daily Trips	PM Peak Hour	Cumulative	
			Daily Trips	PM Peak Hour
Phase 1	56,565	5,226	56,565	5,256
Phase 2	56,742	5,218	113,307	10,444
Phase 3	42,953	4,048	156,260	14,492

1 During Phase 1¹, Developer shall construct or cause
2 to be constructed the major infrastructure improvements for
3 Town Center, consisting of the following:

4 (a) 4-lane modified urban section extension of Town
5 Center Boulevard (from SR-100 to its intersection with Central
6 Avenue). For purposes hereof, a modified urban section shall
7 consist of a road section with the bottom of the roadside swale
8 at an elevation above the seasonal high ground water table,
9 non-mountable curb along the median side, ribbon curb along
10 the swale side and drainage inlets within the swale.

11 (b) 2-lane modified urban section further extension
12 of Town Center Boulevard to Old Kings Road.

13 (c) Construction of Central Avenue as a 2-lane
14 modified urban section, from the traffic circle on Town Center
15 Boulevard to the westerly traffic circle on Central Avenue,
16 with diagonal parking adjacent to building sites.

17 (d) Construction of Central Avenue as a 4-lane
18 modified urban section from the westerly traffic circle to a
19 point approximately 800 feet east of Belle Terre Parkway.

20 (e) Construction of Central Avenue as a 4-lane urban
21 section for a distance of approximately 800 feet eastward from
22 Belle Terre Parkway.

23
24 _____
25 ¹ All construction identified in sub-paragraphs (a) through (m) required to
be completed during Phase 1 has been completed.

1 (f) Extension of Market Avenue to Central Avenue as
2 a 3-lane urban section.

3 (g) Construction of Hospital Drive from Town Center
4 Boulevard to the hospital site as a 2-lane urban section.

5 (h) Construction of the master drainage system for
6 Town Center, which will create an extensive interconnected lake
7 system.

8 (i) Installation of a water distribution system,
9 sewage collection system and underground electric and conduit
10 within all road rights-of-way or adjacent multi-use easements.

11 (j) Installation of landscaping along roads and in
12 other public areas.

13 (k) Construction of the initial phase of the
14 pedestrian/bikeway system throughout Town Center, with a
15 connection to the right-of-way for the proposed Lehigh Trail.

16 (l) Site fill on selected development parcels.

17 (m) Environmental mitigation to offset impacts.

18 Prior to commencing Phase 2, as provided for in
19 Section 12, under Part III below, Royal Palm Parkway shall be
20 connected to Town Center Boulevard by a 2-lane urban section
21 roadway with two canal crossings. During Phases 2 and 3, as
22 development parcels are planned and developed, all the internal
23 streets and drainage systems shall be constructed and utility
24 services shall be extended as appropriate. Subject to wetlands
25 constraints, the internal streets and interconnected driveways
through parking areas shall create a grid roadway system,

1 substantially as shown on Exhibit "D" hereto, to provide
2 alternative means of ingress/egress throughout Town Center DRI.

3 The rights-of-way for the roads (and segments)
4 provided for above in this Section shall be as follows:

5 (a) Town Center Boulevard - 100 feet.

6 (b) Central Avenue, between the traffic circles -
7 65 feet.

8 (c) Central Avenue, other than between the traffic
9 circles - 100 feet.

10 (d) Market Avenue to Central Avenue - 80 feet.

11 (e) Hospital Drive - 80 feet.

12 (f) Royal Palm Parkway - 124 feet, except where
13 constrained east of the intersection with Town Center
14 Boulevard.

15 (g) City Place may, at Developers discretion and
16 expense as further detailed below, be extended from Lake Avenue
17 to connect to Royal Palms Parkway.

18
19 Each phase is anticipated to last at least 5 years,
20 from the date of this Amendment, unless extended pursuant to
21 Section 380.06(19), *Florida Statutes*, or unless Developer
22 elects to accelerate the beginning date of a subsequent phase,
23 provided that all mitigation requirements for the particular
24 phase to be affected are met. The end date of a phase shall
25 not be affected by an acceleration of the beginning date.

1 Unused development rights from a particular phase
2 shall carry over into the next phase until buildout. Physical
3 development shall commence no later than January 1, 2005.

4 Although the Town Center DRI is phased through 2036,
5 buildout (disbursement of all development rights) may not occur
6 by that date. As a result, the DRI termination date and the
7 expiration date of this Order are both established as April
8 12, 2036.

9 6. **Effective Date.** This Amended and Restated DRI DO shall
10 take effect upon approval by City Council.

11 7. **Monitoring Official.** The City Manager or designee
12 shall be the local official responsible for monitoring the Town
13 Center DRI for compliance by Developer with this Order.

14 8. **Downzoning Protection.** The Town Center DRI, as
15 approved in this Order, shall not be subject to downzoning or
16 reduction of land uses before December 31, 2032, unless
17 Developer consents to such change, or the City demonstrates
18 that substantial changes in the conditions underlying the
19 approval of this Order have occurred or that this Order was
20 based on substantially inaccurate information provided by
21 Developer or that the changes are essential to public health,
22 safety and welfare.

23 9. **Election Regarding Environmental Rules.** Pursuant to
24 Section 380.06(5)(c), *Florida Statutes*, Developer has elected
25 to be bound by the rules adopted pursuant to Chapter 373 and
403, *Florida Statutes*, in effect as of the date of this Order,

1 including, but not limited to, the provisions of Section
2 373.414(13), *Florida Statutes*. Such rules shall be applicable
3 to all applications for permits pursuant to those chapters
4 which are necessary for and consistent with the development
5 authorized in this Order, except that a later adopted rule
6 shall be applicable to an application if:

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

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

12 (c) the later adopted rule is being adopted pursuant
13 to a subsequently enacted statutorily mandated program; or

14 (d) the later adopted rule is mandated in order for
15 the state to maintain delegation of a federal program; or

16 (e) the later adopted rule is required by state or
17 federal law.

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

25 **10. Level of Service Standards.**

1 (a) The Town Center DRI shall be required to meet all
2 level of service standards in the City's Comprehensive Plan
3 and all requirements of the City's concurrency management
4 system. However, pursuant to Section 163.3180(12), *Florida*
5 *Statutes*, if authorized by the City's Comprehensive Plan, the
6 Developer may satisfy the transportation concurrency
7 requirements by meeting the transportation conditions
8 contained in this Order. In addition, the onsite roadway system
9 within the Town Center DRI shall be exempt from the City's
10 Comprehensive Plan concurrency requirements, with the
11 exception of Town Center Boulevard (formerly Seminole Woods
12 Parkway extension).

13 (b) Because Developer completed the DRI's offsite
14 mitigation obligations, the City hereby agrees that all owners
15 within the current DRI Property are vested for water, sewer,
16 traffic, park, and all other public services concurrency for
17 the Present Entitlements identified in Section 3 herein. The
18 DRI has been vested with school concurrency for the first 2,500
19 residential dwellings only. After the initial 2,500 residential
20 units, school concurrency determination will be as required in
21 the LDC. Nothing contained herein shall be construed to waive
22 the City's right to collect all types of impact fees from each
23 property owner at the times delineated in the City's Unified
24 Land Development Code ("ULDC"). Further, while the Developer
25 has satisfied all of its parks and open space requirements,
all residential developments that occur within the DRI DO shall

1 provide for its residents' standard and customary amenities
2 that usually are associated with the type of residential
3 dwelling built. For example, if a single-family subdivision is
4 built, a typical amenity is a clubhouse. If a multi-family
5 community is built, a typical amenity is a swimming pool and
6 an on-site playground or dog park. These examples are intended
7 to be illustrative, non-comprehensive, and non-binding.
8 Rather, the examples are intended to provide a sampling of
9 standard and customary amenities typically associated with
10 different types of residential communities.

11 (c) Should Developer choose to convert land use, as
12 outlined more specifically in Section 4 herein, Developer shall
13 be required to assess the impact of the conversion on the
14 public water, sewer, and other public services which will be
15 impacted by such conversion (but not traffic as the conversion
16 method used is based on equivalent trips). After a review of
17 the impacts on the public services, and a finding that the
18 Level of Service standards will be met after the conversion,
19 the Declarant's conversion shall be vested. A finding of
20 vesting shall be issued, in writing, by the City Manager, or
21 other designee. If the Level of Service standard is not met,
22 such finding shall be issued by the City Manager, or other
23 designee.

24 (d) If the Developer does not assign or develop all
25 the Present Entitlements for which the Town Center DRI is
vested, the Declarant shall retain rights to develop the

1 remaining entitlements and retain its vested rights for such
2 within the DRI Property. Developer may, at Developer's sole
3 discretion, choose to apply the remaining entitlements to
4 future development on the DRI Property, or to properties that
5 the City approves for annexation into the Town Center DRI.

6 11. **Biennial Reporting.**² This requirement has been deleted
7 as the requirements contained in the DRI DO have either been
8 completed or have been specifically assigned to the respective
9 property owner to which the requirements are applicable.
10 Further, the Statutes and rules regulating Developments of
11 Regional Impacts no longer require the biennial reporting,
12 unless required by the City. However, based upon request made
13 by City, Developer shall report, biennially, the development
14 entitlements that have been assigned. This report shall
15 identify the entitlements assigned, to what track they have
16 been assigned, and if any conversion took place to create such
17 development rights. The first report shall be due January 31,
18 2022 for the period covering January 1, 2020 through December
19 31, 2021.

20 12. **Application for Proposed Changes.** Developer shall
21 submit simultaneously to the City, any applications for the
22 proposed changes to the Town Center DRI. Developer, or
23 Developer's assigns, shall be the only party(ies), other than
24 the City, that may apply for changes to the Town Center DRI.

25

² See Exhibit "I" for the current status of this requirement. Exhibit "I"
shall control over anything contrary contained herein.

1 13. **Limitations of Approval.** The approvals provided in
2 this Order shall not be construed to obviate the duty of
3 Developer to comply with all other applicable local or state
4 permitting procedures.

5 14. **Impact Fee Credits.** Developer or its assignee shall
6 receive impact fee credits for impact fees that are paid in
7 connection with development within the Town Center DRI. The
8 impact fees and/or impact fee credits shall be impounded by
9 the City and used for projects contained within the Town Center
10 DRI.

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

14 **To Developer:** Florida Landmark Communities, Inc. and
15 Palm Coast Holdings, Inc.
16 145 City Place, Suite 300
17 Palm Coast, Florida 32164
18 Attn: Jeff Douglas
19 Telephone: (386) 446-6226

20 **With a copy to:** Chiumento Law
21 145 City Place, Suite 301
22 Palm Coast, Florida 32164
23 Attn: Michael D. Chiumento, III
24 Telephone: (386) 445-8900

25 **To the City:** City of Palm Coast

1 160 Lake Avenue
2 Palm Coast, Florida 32164
3 Attn: City Manager
4 Telephone: (386) 986-3702

5 **With a Copy to:** Garganese Weiss D'Agresta & Salzman
6 111 N. Orange Avenue, Suite 2000
7 Orlando, Florida 32801
8 Attn: Neysa Borkert
9 Telephone: (407) 425-9566

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

1 17. **Rendition of Order to DCA.** Consistent with changes in
2 Florida Statutes regulating DRIs, rendition of this DO to DCA
3 is not required. School concurrency will be determined based
4 on Part II, Paragraph 10.

5 18. **Annexation of Additional Lands.**

6 The Developer may amend the DRI DO to annex additional
7 adjacent lands into the Town Center DRI ("Annexed Lands"). Any
8 annexation shall be made through the DRI DO amendment process.
9 School concurrency will be determined based on Part II,
10 Paragraph 10(b).

11 19. **Other General Conditions.**

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

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

22 (c) The Developer acknowledges that the requirements
23 and conditions of this Order as set forth herein result from
24 the impacts of development of the DRI Property on public
25 facilities and systems, are reasonably attributable to the

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

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

1 shall pay any and all costs of recording instruments in the
2 public records of the County.

3 In addition to the foregoing general conditions, the
4 following specific conditions are included in this Order to
5 mitigate identified regional impacts.

6 **PART III**

7 **SPECIFIC CONDITIONS TO THIS DEVELOPMENT ORDER³**

8 **1. Vegetation and Wildlife.** Within 1 calendar year from
9 the effective date of this Order the Developer shall make an
10 unencumbered contribution of Eight Thousand Six Hundred and
11 Sixty-Six and 00/100 Dollars (\$8,666.00) to the Florida Fish
12 and Wildlife Conservation Commission in favor of Land
13 Acquisition Trust Fund. No construction shall commence within
14 any gopher tortoise habitat on the DRI Property until the
15 Developer has obtained the necessary gopher tortoise permit
16 from the Florida Fish and Wildlife Conservation Commission and
17 complies with all permit conditions. In the absence of a permit,
18 development related activities on the DRI Property shall not
19 result in the harming, pursuit, or harassment of wildlife
20 species classified as endangered, threatened, or a species of
21 special concern by either the State or Federal governments in
22 contravention of applicable State and Federal laws, rules or
23 regulations. Should listed species be determine to reside on,
24

25 ³ The requirements contained in this Part III are part of the original 2003
DRI DO. The current status of these requirements, as amended, are attached
as Exhibit "I" and control over anything contrary contained in this DRI DO.

1 or otherwise be significantly dependent upon the DRI Property,
2 the Developer shall cease all development activities which
3 might negatively affect that individual or population. The DRI
4 Property shall be developed in full compliance with all
5 applicable laws, rules and regulations. The Developer shall
6 provide proper protection to the satisfaction of all agencies
7 with jurisdiction over the matter.

8 **2. Wetlands.**

9 (a) A minimum of 500 acres of wetlands on the DRI
10 Property shall be conserved and/or enhanced. Enhancement
11 activities, including but not limited to, rehydration, wetland
12 and upland vegetative plantings and creation of open water
13 habitat, shall occur in accordance with the requirements and
14 conditions set forth in any and all applicable permits. All
15 conserved and/or enhanced wetlands shall be placed under a
16 permanent conservation easement in accordance with the
17 provisions of Section 704.06(1) and (11), *Florida Statutes* and
18 no development activities shall be allowed, as defined in
19 Section 380.04, *Florida Statutes*, unless such activity is
20 specifically identified in the conservation easement language
21 which is approved by the City, St. John River Water Management
22 District ("SJRWMD") and the U.S. Corps of Engineers ("USACE").
23 The conservation easement shall be dedicated to SJRWMD and the
24 City, free and clear of any and all liens and encumbrances and
25 not subordinate to any encumbrances, including, but not limited

1 to, the rights of mortgagees and any lenders. The conservation
2 easement shall grant a third party interest to USACE, with full
3 enforcement rights, including all remedies available under law,
4 and providing, in the event USACE prevails in an enforcement
5 action, for an award of attorney's fees, litigation fees and
6 costs, at any level of enforcement, regardless of whether or
7 not litigation is necessitated.

8 (b) The Developer shall establish minimum upland
9 buffers of 15-feet with an average of 25-foot buffers around
10 all preserved and/or enhanced wetlands. Impervious development,
11 other than permitted road crossings and incidental stormwater
12 management structures shall be prohibited within this buffer,
13 provided, however, that the construction of boardwalks,
14 walkways, docks, and similar compatible amenities may be
15 permitted, subject to the regulations of applicable regulatory
16 agencies.

17 (c) Mitigation for wetland impacts shall be
18 determined by SJRWMD and/or USACE, as required.

19 (d) Piezometers and staff gauges shall be used to
20 monitor wetland hydrology. Details of the wetland monitoring
21 program shall be determined by SJRWMD/USACE and SJRWMD/USACE
22 shall monitor the results of the program to determine its
23 success and completion.

1 (e) The Developer shall install a minimum of 36-inch
2 culverts at all wetland road crossings to preserve wetland
3 functions and provide small wildlife crossings.

4 **3. Groundwater.**

5 (a) Use of Floridan Aquifer wells, that do not fall
6 within the SJRWMD's specific consumptive use permitting
7 requirements (less than 6 inches in diameter), are prohibited
8 on the DRI Property. This prohibition shall act as a deed
9 restriction relative to the DRI Property.

10 (b) Any abandoned wells discovered prior to or during
11 development shall be properly plugged and abandoned in
12 accordance with SJRWMD's rules and regulations. The Developer
13 shall be responsible for all Floridan Aquifer wells that are
14 discovered before and during the development of the Town Center
15 DRI. To the extent available, the following information shall
16 be provided to the City for each well:

- 17 (i) owner or tenant using the well;
18 (ii) location of the well;
19 (iii) well contractor who constructed the well;
20 (iv) date of well construction;
21 (v) use of the well;
22 (vi) status of the well (is it being used
23 currently or not?);
24 (vii) well-casing diameter and total depth of the
25 well; and

1 (viii) does the well free flow or does it require
2 pumping to remove the water from the ground?

3 4. **Surface Water.** A Limited Surface Water Quality
4 Monitoring Plan ("SWQMP") shall be developed for Town Center
5 DRI and shall be approved by the Northeastern District of the
6 Florida Department of Environmental Protection ("FDEP") and
7 shall include one site as approved by FDEP. The SWQMP shall be
8 implemented on site prior to initiating construction activities
9 to ensure adequate data collection for establishment of
10 background conditions. All background data shall be submitted
11 to the Northeastern District of the FDEP prior to initiation of
12 any construction activities. The development of the plan and
13 parameters to be sampled shall be developed in accordance with
14 FDEP criteria. Monitoring data shall be summarized in each
15 Monitoring Report.

16 5. **Floodplains.** No development shall occur within the 100-
17 year floodplain as determined on the Flood Insurance Rate Maps,
18 other than canal crossings. All canal crossings shall be
19 elevated or flood-proofed to the height that is at a minimum of
20 two feet above the base flood elevation of the 100-year
21 floodplain NGVD-1929.

22 6. **Water Supply.**

23 (a) Development of the Town Center DRI shall occur
24 concurrent with a provision of adequate central potable water
25 service meeting the adopted level of service in the City's

1 Comprehensive Plan. Sufficient capacity exists to accommodate
2 Phase 1 development of the Town Center DRI; no building permit
3 shall be issued for any subsequent phase of the Town Center DRI
4 until sufficient capacity exists from the water utility to
5 provide potable water meeting the adopted level of service in
6 the City's Comprehensive Plan.

7 (b) Use of Floridan Aquifer wells are hereby
8 prohibited by this covenant and deed restriction for the purpose
9 of irrigation, once-through-cooling, surface water level
10 maintenance and decorative uses.

11 (c) Irrigation shall use stormwater, and when
12 available to the site, reclaimed water shall serve as a backup
13 source. No potable water shall be used for irrigation, except
14 on a temporary basis until a stormwater or reclaimed water
15 source is available or if approved by the City.

16 (d) Water conservation strategies, including
17 Xeriscape landscape techniques and low-flow plumbing fixtures
18 shall be incorporated into the construction, operation and
19 maintenance phases of the Town Center DRI, and shall be included
20 in the covenants and deed restrictions as approved by the City.
21 The conservation strategies shall include, but are not limited
22 to, the following conditions:

23 (i) 50% of planted vegetation, by aerial extent,
24 shall consist of native, drought tolerant or Xeriscape
25 vegetation in all landscaped areas. Landscaped areas include

1 turf, planted vegetation and mulch, however, they do not include
2 hardscaped areas.

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

10 (iii) At least 70% slow-release granular or
11 organic fertilizers shall be utilized throughout all landscaped
12 common areas within the Town Center DRI.

13 (iv) Use of private irrigation wells and use of
14 potable water for irrigation are prohibited unless approved by
15 the City.

16 (v) Decorative and ornamental fountains shall
17 use reclaimed water, stormwater, or potable water, provided a
18 re-circulation treatment system is installed.

19 (vi) The Developer shall install efficient water
20 systems to minimize and conserve water consumption.

21 **7. Wastewater Management.** Development within Town Center
22 DRI shall occur concurrent with the provision of adequate
23 central sewer service meeting the adopted level of service of
24 the City's Comprehensive Plan.

25

1 (a) Sufficient capacity exists to accommodate Phase 1
2 development; no building permits shall be issued for any
3 subsequent phase of Town Center DRI until sufficient capacity
4 exists from the sewer utility to provide wastewater treatment
5 service meeting the adopted level of service of the City's
6 Comprehensive Plan. As also provided for in Subsection (h),
7 Section 11 under PART II above, each Monitoring Report shall
8 include an analysis demonstrating that there will be sufficient
9 capacity of wastewater facilities serving Town Center DRI for
10 the anticipated development for the insuring reporting period.

11 (b) Septic tanks are prohibited within the Town Center
12 DRI. Temporary surface tanks may be used to provide sewage
13 service to construction and marketing trailers until central
14 sewer lines are installed.

15 **8. Stormwater Management.**

16 (a) At a minimum, 20% of wet detention ponds shall
17 have a 30% littoral zone measured relative to pond surface at
18 normal water elevation.

19 (b) Developer shall use porous parking materials such
20 as grasspave, gravelpave, turfstone, pavers or other innovative
21 methods, including reduced parking and increased landscaping,
22 to decrease impervious surfaces on all remote, intermittent, or
23 overflow parking. Developer shall strive for a 25% reduction
24 in required impervious parking surfaces as a significant effort
25

1 to reduce development related runoff associated with impervious
2 parking surfaces.

3 (c) Outfall control structures shall regulate post-
4 development flows such that pre-development levels are not
5 exceeded.

6 (d) A stormwater pollution prevention plan ("SWPPP")
7 shall be attached to and incorporated into the construction and
8 permit documents for all projects constructed within the Town
9 Center DRI. The SWPPP shall be similar to the SWPPP provided
10 in **Exhibit "F"** hereto, but may be modified to accommodate the
11 specific construction project and site. However, all SWPPP's
12 shall include Paragraph 1, Preconstruction Activities and
13 Paragraph 3, Maintenance/ Inspection Procedures, as provided
14 for in **Exhibit "F"** hereto.

15 In addition to the requirements on individual
16 property owners/contractors outlined in the SWPPP, the
17 Developer, Community Development District or property owners
18 association shall monitor compliance with the SWPPP goals. The
19 compliance monitoring shall consist of the following:

20 (i) An individual shall be identified to monitor
21 compliance with the SWPPP. The SJRWMD and FDEP shall be
22 notified as to the individual who is responsible for monitoring
23 the SWPPP within the Town Center DRI. At a minimum, this
24 responsible individual shall:

1 • Be trained in erosion control
2 implementation techniques.

3 • Setup and oversee implementation of
4 SWPPP programs throughout the build out of Town Center DRI.

5 • Ensure that if the regular site
6 inspector is unable to attend pre-construction conferences, this
7 information is communicated to the inspector, including site
8 specific Best Management Practices, permit requirements and
9 erosion control implementation training.

10 • Meet with trained site superintendent
11 monthly, upon commencement of site construction, to ensure
12 implementation of SWPPP and resolve problems. Frequency of site
13 visits may be decreased if there is no indication of erosion
14 control problems and previous visits show a history of
15 compliance with the SWPPP.

16 • Submit a brief narrative update to the
17 City, FDEP and SJRWMD quarterly on activities and progress or
18 be available to meet with FDEP for quarterly site visits, unless
19 FDEP deems the visit unnecessary. Upon proper identification,
20 City, SJRWMD and FDEP personnel shall be granted access to the
21 DRI Property.

22 (ii) Attendance at all pre-construction
23 conferences.

24 (iii) Conduct homeowner's stormwater training
25 programs.

1 (iv) Conduct contractor's stormwater training
2 programs.

3 (v) Conduct periodic inspections of
4 construction sites.

5 (vi) Notifications to SJRWMD, FDEP and the City
6 of observed potential permit violations within 24 hours and
7 serve as agency liaison.

8 (vii) Annual reporting summaries of items (i)
9 through (vi) above.

10 (e) The SWPPP shall be implemented upon initiation of
11 construction activities. 3 years after initiation of
12 construction, the FDEP, SJRWMD and the City shall have the
13 opportunity to review the program. If it is found to be
14 unsatisfactory, the agencies shall evaluate alternatives with
15 the Developer including mandating program modification options.

16 (f) FDEP, SJRWMD and the City shall be allowed access
17 to the DRI Property to sample water quality.

18 (g) The following shall trigger the need for some form
19 of water quality monitoring program to be developed at such time
20 that FDEP or the City determines one of the following conditions
21 have been met:

22 (i) The conditions of the SWPPP monitoring
23 program are not met;

1 (ii) Piezometers and staff gauges show negative
2 changes in wetland hydrology that cannot be attributed to
3 natural causes;

4 (iii) The FDEP or the City receives substantiated
5 concerns about water quality problems caused by the Developer;

6 (iv) Sampling results of FDEP or the City shows
7 a water quality violation per requirements established in
8 Chapter 62-302 *Florida Administrative Code* or other established
9 regulatory water quality standard; or

10 (v) If discharges cause hydrologic alterations,
11 such as stream canalization; other such alterations that would
12 warrant sampling or the FDEP or the City has reason to suspect
13 water quality violation associated with the development of Town
14 Center DRI.

15 **9. Solid Waste.**

16 (a) Development of Town Center DRI shall occur
17 concurrent the provisions of adequate solid waste service
18 meeting the adopted level of service in the City's Comprehensive
19 Plan.

20 (b) Development within the Town Center DRI or
21 individual phases shall not occur until adequate permitted
22 capacity is verified from the identified service provider or a
23 substitute. As also provided for in Subsection (h), Section 11,
24 under PART II above, each Monitoring Report shall include an
25 analysis demonstrating that there will be sufficient capacity

1 of solid waste facilities serving Town Center DRI for
2 anticipated development for the ensuing reporting period.

3 (c) All users, generators and operators within the DRI
4 Property shall be required to adhere to all Federal, State and
5 local laws, codes, ordinances, rules and regulations with
6 respect to the use, management and disposal of hazardous waste.

7 **10. Donation of Utility Facilities.**

8 All water and sewer lines and related facilities that
9 are installed or constructed on the DRI Property (collectively
10 the "Utility Facilities") shall be donated to the City, without
11 charge, upon the City's request. In the event the Utility
12 Facilities are dedicated or title thereto is otherwise
13 transferred to the CDD, as planned by the Developer, the
14 provisions hereof shall run with the title and the CDD shall be
15 obligated to donate the Utility Facilities to the City, without
16 charge, upon the City's request.

17 **11. Public Facility site and Town Core Public Land.**

18 (a) Developer shall convey to the City title to the
19 site that is labeled Public Facility Site on the sketch that
20 is attached as **Exhibit "E"** hereto (the "Public Facility Site").
21 The City shall take title to the Public Facility Site subject
22 to a restriction limiting the uses thereof to the following:
23 fire station; police station; emergency management services;
24 parking for public vehicles and equipment; and any other public
25 use approved by the Developer.

1 Developer shall include the Public Facility Site, as
2 a separate platted lot, in the plat that will also include Town
3 Center Boulevard, which Developer shall submit to the City
4 within 12 months following the effective date of this Order
5 (the "Parkway Plat"). Seller shall convey to the City title
6 to the Public Facility Site within 90 days following the date
7 the Parkway Plat is recorded.

8 (b) In addition to the Public Facility Site, at the
9 option of the City, exercisable by the City at any time within
10 6 months following the effective date of this Order, the City
11 may agree to convey to Developer title to the land that is
12 labeled City's Exchange Land on the sketch that is attached as
13 **Exhibit "E"** hereto (the "City's Exchange Land") in exchange for
14 the 3 sites that are labeled on the sketch that is attached as
15 **Exhibit "E"** hereto, and referred to herein, as "Site A,"
16 "Site B" and "Site C" (collectively the "Town Core Public
17 Land").
18

19 (c) If the City exercises the option provided for in
20 (b) above, the City shall obtain appraisals of the current
21 market value of the City's Exchange Land ("Appraised Value of
22 City's Land") and the Town Core Public Land ("Appraised Value
23 of Public Land"). The Appraised Value of the Public Land shall
24 be specifically allocated among Site "A", Site "B" and Site
25 "C". If the Appraised Value of the City's Land exceeds the

1 Appraised Value of the Public Land, upon closing of the
2 exchange, Developer shall pay the City the difference in cash.
3 If the Appraised Value of the Public Land exceeds the Appraised
4 Value of the City's Land, the difference shall be regarded as
5 a donation by the Developer to the City for public purposes.
6 Appraisals shall be accomplished by an appraiser of the City's
7 choice who is a member of the Appraisal Institute (MAZ) or the
8 American Society of Appraisers (ASA).

9
10 (d) The City shall take title to the Town Core Public
11 Land subject to the following:

12 • Site "A" - A restriction limiting the uses
13 to City governmental buildings ("Site "A" Primary Allowable
14 Use"), a library, a museum, parks and public places for outdoor
15 entertainment and festivals; and an assignable drainage
16 easement to and over the lake that will be excavated within the
17 permitted areas within Site "A" to be used consistent with the
18 overall permitted stormwater management plan for the Town
19 Center DRI; and a shared parking covenant which provides that
20 any parking area that is constructed on Site "A" shall be
21 available to the public, except a reasonable number of parking
22 spaces may be reserved for City employees and visitors at City
23 offices and all of the parking may be reserved, as needed and
24 as permitted by the City, for events that takes place on Site
25 "A".

1 • Site "B" - A restriction limiting the uses
2 to a youth center, recreational facilities, a library and
3 educational facilities (each a "Site "B" Allowable Use").

4 • Site "C" - A restriction limiting the use to
5 a cultural arts and/or performing arts center (Site "C" Primary
6 Use") that may include educational facilities, galleries, a
7 museum, a library and parks, with areas for outdoor
8 entertainment and festivals; and a shared parking covenant
9 which provides that any parking area that is constructed on
10 Site "C" shall be available to the public, except up to 10% of
11 the available parking spaces may be reserved for employees who
12 work at Site "C" and visitors to Site "C" and all of the parking
13 may reserved, as needed, for events that take place on Site
14 "C."
15

16 (e) In addition to the restrictions provided for
17 in (d) above, the City shall take title to the Town Core Public
18 Land subject to a reverter on the following terms:

19 • Title to Site "A" may, at Developer's
20 election, revert to Developer if construction of the Site A
21 Primary Allowable Use is not commenced thereon within 4 years
22 from the date the City takes title to Site "A".

23 • Title to Site "B" may, at Developer's
24 election, revert to Developer in the event construction of a
25

1 Site "B" Allowable Use is not commenced thereon within 6 years
2 from the date the City takes title to Site "B".

3 • Title to Site "C" may, at Developer's
4 election, shall revert to Developer in the event that
5 construction of the Site "C" Primary Allowable Use is not
6 commenced thereon within 10 years from the date the City takes
7 title to Site "C".

8 • Title to Site "A", and/or Site "B" and/or
9 Site "C" shall revert to the Developer, as to the particular
10 site, in the event that construction, as provided herein, as
11 to the particular site, is commenced thereon within the time
12 limit required but a minimum of 5,000 square feet of floor area
13 in each of the 3 sites is not completed within 2 years following
14 commencement as a result of abandonment of the construction
15 project by the City or other public or quasi public entity that
16 is building the facility on the site. Election by Developer
17 to cause the reversion must occur within 180 days of the date
18 that said right to reversion springs into effect.

19
20 In the event title to Site "A" and/or
21 Site "B" and/or Site "C" reverts to Developer, title thereto
22 shall not vest in Developer until Developer pays the City the
23 appraised value thereof, in the amount shown for the site in
24 the Appraised Value of Public Land for each particular site
25 that is the subject of the reversion. Payment must be made

1 within 90 days of the election of the reversion by the
2 Developer.

3 (f) The Developer shall take title to the City's
4 Exchange Land subject to a deed restriction limiting uses to
5 attached or detached residential dwelling units and any medical
6 and/or recreational facilities that are ancillary to the
7 primary residential use. The deed restriction shall be an
8 independent right of the City and is not a land development
9 regulation restriction.

10
11 (g) If the City exercises its option to acquire the
12 Town Core Public Land, within 6 months from the date of
13 exercise, the Developer shall include Site "A", Site "B" and
14 Site "C", as separate platted lots, in a plat which includes
15 the entire urban core area of the Town Center DRI (the "Urban
16 Core Plat"). Developer shall convey to the City title to the
17 Town Core Public Land and the City shall convey to the Developer
18 title to the City's Exchange Land within 90 days following the
19 date the Urban Core Plat is recorded (the "Property Exchange").

20 (h) The City shall be responsible for any site
21 preparation costs, including fill costs, for the Public
22 Facility Site and the Developer shall be responsible for all
23 site preparation costs, including fill costs, for the City's
24 Exchange Land and the Town Core Public Land. If it has not
25 already done so, within 6 months following the Property

1 Exchange, the Developer shall construct streets and extend
2 utility services to Site "A", Site "B" and Site "C" and clear
3 and fill Site "A", Site "B" and Site "C" to or above the 25
4 year storm elevation so buildings can be constructed thereon
5 without further site preparation costs, other than fill for
6 building pads.

7 (i) All costs associated with the conveyance of the
8 Public Facility Site and the Town Core Public Land to the City
9 and conveyance of the City's Exchange Land to the Developer
10 shall be paid by the Developer. The Developer shall also ensure
11 that the Public Facility Site and the City's Exchange Land are
12 conveyed without lien, encumbrance, or special assessment, and
13 that marketable title shall vest in the City.

14 (j) If the Developer acquires title to the City's
15 Exchange Land and the City's Exchange Land is designated on the
16 City's Comprehensive Land Use Plan as DRI or other
17 classification that is consistent with Developer's plan to use
18 the land for multi-family residential purposes, then, in that
19 event, the DRI Property shall include the City's Exchange Land
20 and the Master Plan shall be automatically modified to include
21 the City's Exchange Land, provided the addition of the City's
22 Exchange Land to the Town Center DRI shall not increase the
23 permitted land use totals from that shown in Section 3, under
24 Part II above.

25 **12. Transportation.**

1 (a) Notwithstanding the phasing schedule that is set
 2 forth in Section 5, under Part I above, for the purpose of
 3 phasing and transportation recommendations, Town Center DRI is
 4 divided into three phases, based upon actual trip counts, as
 5 shown on the following schedule:

	Build- Out	Daily Trips	PM Peak	Cumulative	
				Daily Trips	PM Peak
Phase 1	2017	56,565	5,226	56,565	5,226
Phase 2	2022	56,742	5,218	113,307	10,444
Phase 3	2027	42,953	4,048	156,260	14,492

13 (b) The Developer shall provide all right-of-way
 14 necessary to construct the internal roadway network and shall
 15 be responsible for constructing the internal roadway network.

16 (c) The Developer shall be responsible for the
 17 construction of all turn lanes (as required) providing direct
 18 access to Town Center DRI as well as the conveyance of additional
 19 necessary right-of-way, including but not limited to, right-of-
 20 way necessary to extend Royal Palm Parkway to Old Kings Road as
 21 a 4-lane road, which shall be conveyed without lien or
 22 encumbrance with marketable title vesting in the appropriate
 23 jurisdiction.

24 (d) During development of Phase 1, the Developer shall
 25 be responsible for the construction of Town Center Boulevard

1 from SR-100 to Old Kings Road and Market Avenue from Belle Terre
 2 Parkway to Central Avenue, including all intersection
 3 improvements, turn lanes, and signalization when warranted.
 4 Trips generated from Town Center DRI shall not exceed 550 actual
 5 PM peak hour trips before construction of Town Center Boulevard
 6 is completed. All additional necessary right-of-way as provided
 7 for in this Order shall be conveyed by the Developer (or the
 8 CDD) to the City without lien or encumbrance with marketable
 9 title vesting in the grantee.

10 (e) Pursuant to Section 163.3180(12), Florida
 11 Statutes, the Developer shall mitigate offsite transportation
 12 impacts for Town Center DRI, equal to 14,492 actual PM peak hour
 13 trips, as measured and reported in the Monitoring Reports, as
 14 shown in the following schedule:

Phase	Developer's Prop. Share (See Exhibit "G" hereto)	Mitigation Payment/ Project	Mitigation Schedule	Mitigation Credit*	Excess Credit Applied to Next Phase*
Phase 1	\$3,388,578	(1) \$180,000 cash contribution to the City for Palm Coast Parkway corridor study. (2) \$400,000 cash contribution to FDOT to redesign the new I-95 structure over SR-100. (3) \$3,250,000 cash contribution to FDOT to construct the new I-95 structure over SR-100.	Within 90 days following the effectiveness of this Order. Within 90 days following the effectiveness of this Order. On or before June 1, 2005.	\$180,000 \$400,000 \$3,250,000	- - -

Phase	Developer's Prop. Share (See Exhibit "G" hereto)	Mitigation Payment/ Project	Mitigation Schedule	Mitigation Credit*	Excess Credit Applied to Next Phase*
		(4) Construct 2-lane connection of Royal Palm Parkway to Town Center Boulevard (.75 miles)	Prior to 5,226 actual PM peak hour trips.	\$525,000	
		(5) Old Kings Road widening from State Road 100 to Town Center Blvd.	Prior to 5,226 actual PM peak hour trips	\$1,047,000 TOTAL \$5,402,000	\$2,013,422
Phase 2	\$3,523,607 - \$2,013,422 (credit from Phase 1) = \$1,510,185	(1) Participation in South Old Kings Road – Special Assessment district to add 2-lanes to Old Kings Road from Palm Coast Pkwy. to Lehigh Canal (intersection with Royal Palm Parkway. ext.), incl. 4-lane canal crossing with sidewalk. (2) Total impact fees paid to the City after December 31, 2018 (excluding from parcels in Special Assessment District) shall be used to fund regionally significant road projects as mutually identified by the City and the Developer. Such project may include but are not limited to any one or combination of the Roadway/Intersection improvements listed for Phase 3 on Exhibit "G" hereto, the cost of which is shown on Exhibit "G"	Prior to 5,226 actual PM peak hour trips.	\$6,750,000	\$5,239,815
Phase 3	\$7,562,214 - \$5,239,815 credit from	Any one or combination of the Roadway/Intersectio	Prior to 10,444 net external trips	\$2,322,399	

Phase	Developer's Prop. Share (See Exhibit "G" hereto)	Mitigation Payment/ Project	Mitigation Schedule	Mitigation Credit*	Excess Credit Applied to Next Phase*
	Phase 2 = \$2,322,399	n Improvements listed for Phase 3 on Exhibit "G" hereto, the cost of which, as shown on Exhibit "G" equals or exceeds Developer's Proportionate Share for Phase 3, less credit from Phase 2. -OR- Prior to 8,131 net external trips, Developer shall prepare a detailed monitoring and modeling report (the M&M Report). Based on the M&M Report, the City shall identify project(s) required for mitigation.	-OR- As needed to mitigate transportation impacts from Town Center DRI, as determined from the M&M Report.		
Total Phases 1 - 3	\$14,474,399	-	-	\$14,474,399	-

* The dollar figures expressed herein are 2002 dollars. Phase 2 & 3 projects costs or Phase 2 & 3 funds shall be inflated consistent with the provisions of this agreement at a rate of 4% per annum

Developer may construct all or a portion of the above projects through the CDD, and/or a special taxing district that may include land currently owned by Developer, other than the DRI Property.

The Town Center DRI shall not commence beyond Phase 2, equal to 10,444 actual PM peak hour trips, as measured and reported in the Monitoring Reports, until the Developer has

1 completed the Phase 3 mitigation or prepared the M&M Report. If
2 Developer elects to prepare the M&M Report, preparation of the
3 M&M Report shall be preceded by a transportation methodology
4 meeting that includes the City. The transportation methodology
5 shall be approved by the City. The M&M Report shall then be
6 prepared in a manner consistent with the methodology. The actual
7 levels of service shall be as measured in the M&M Report. The
8 M&M Report shall identify those land uses scheduled for Phase 3
9 and estimate the trip generation, distribution and assignment
10 of trips for Phase 3. The M&M Report that allows the Developer
11 to proceed with Phase 3, or beyond 10,444 actual PM peak hour
12 trips, shall demonstrate that roadways will operate at
13 acceptable standards through build-out of Town Center DRI or
14 identify improvements necessary for build-out. The M&M Report
15 shall further identify the point in Phase 3 at which time the
16 identified improvements are necessary.
17

18 All roadway construction costs in this Agreement are
19 stated in 2002 dollar costs and construction estimates are
20 calculated in 2002 costs. Therefore, the cost of Phase 3
21 projects, built by Developer or its successors and used to
22 offset mitigation amounts, shall be estimated in 2002 costs as
23 provided for in the DRI documents. In the event the Developer
24 chooses to pay the City for Phase 3 mitigation in lieu of
25 building roadways, the amount of the payment shall reflect

1 compound inflation at a rate of 4% per year from 2002 to the
2 year the payment is made to the City.

3 In addition to the above provisions, the Developer's
4 proportionate share of the cost of roadway improvements needed
5 for Town Center DRI, equal to 14,492 actual PM peak hour trips,
6 shall be offset, in whole or in part, through impact fee credits,
7 as provided for in Section 14, under Part II above. As of the
8 date of recording this DRI DO, the Developer has completed all
9 off-site mitigation requirements to satisfy its off-site
10 mitigation requirements under the DRI DO.
11

12 (f) Prior to the traffic from the Town Center DRI
13 exceeding 10,444 PM peak hour trips, as reported in the
14 Monitoring Reports, the Developer shall install or cause to be
15 installed a box culvert within the Royal Palm Waterway that will
16 enable Royal Palm Parkway extension to be 4-laned to Old Kings
17 Road without requiring modifications to the I-95 overpass under
18 which the Royal Palm Parkway extension will be located.
19 Alternatively, consistent with Section 12(e) **Phase 2&3**
20 **Mitigation Payment/Project**, impact fees generated from the Town
21 Center DRI may fund the box culvert or other regionally
22 significant road project(s) as mutually agreed to and identified
23 by the City and the Developer.
24

25 (g) Notwithstanding anything contained herein to the
contrary, Developer may, at Developer's sole option and desire,

1 realign Town Center Boulevard and Royal Palms so long as the
2 relocation of the roadways are shown to have no adverse impacts
3 on the roadway network. Such showing may be demonstrated by a
4 traffic impact letter from a traffic engineer. The realignment
5 may be completed at Developer's sole cost and expense.

6 **13. Air Quality.**

7 (a) The following fugitive dust control measures shall
8 be undertaken during all construction activities throughout
9 build out of Town Center DRI and may be monitored by FDEP and
10 the City:

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

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

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

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

22 (b) Tree planting shall be placed along the internal
23 road rights-of-way and all parking areas to increase turbulence
24 and atmospheric disturbance minimizing ground level
25 concentrations of vehicular emissions.

1 **14. Hurricane Evacuation.**

2 (a) Access roads and parking lots for all hotels shall
3 be constructed above the base flood elevations.

4 (b) All residents of Town Center DRI shall be provided
5 with information regarding the vulnerability of Town Center DRI
6 to the impacts of hurricanes. This information shall take the
7 form of educational materials designed to increase evacuation
8 participation.

9 **15. Affordable Housing.**

10 An appropriate mix of residential development has been
11 proposed by the Developer.

12 A minimum of five (5%) of dwelling units within the DRI
13 Property shall be reserved for workforce housing. At the time
14 of this Amended and Restated DRI DO, Developer has met this
15 requirement for the entire project. As recommended by the PLDRB
16 at their May 2022 public hearing, an additional five (5)
17 workforce housing units will be provided within the Town Center
18 DRI.

19 **16. Police and Fire Protection.**

20 (a) Prior to the construction of any structure
21 exceeding 35 feet in height, the Developer shall contribute fire
22 equipment capable of reaching to the height of the structure to
23 be constructed. Developer shall be eligible for fire impact fee
24 credits as provided for in the impact fee ordinance in effect
25

1 at the time the credit is requested or otherwise agreed to by
2 the City.

3 (b) Before commencement of each phase of Town Center
4 DRI, a summary of impact fees shall be reviewed against the
5 estimated cost for fire, EMS and police services needed. If
6 fees paid are not sufficient to address identified needs,
7 Developer shall pay for the fair share of the unmet costs. The
8 costs for fire shall be based upon the development square footage
9 within the service delivery area. The cost of police shall be
10 based upon population and square footage of development within
11 the service area and an officer ratio of 1 officer and support
12 staff for each 1,300 residents.

13 17. **Recreation and Open Space**

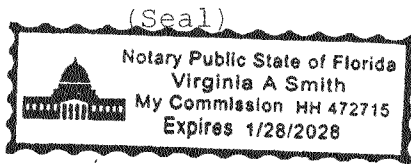
14 (a) The Developer shall meet the adopted level of
15 service for recreation and open space as defined in the City's
16 Comprehensive Plan. The level of service standards shall be met
17 as follows: donating right-of-way for and constructing an
18 extensive bikepath system that will connect to the planned
19 rails-to-trails bikepath; setting aside large areas of open
20 space, including lake areas that will be available for active
21 and passive recreational opportunities; and providing areas for
22 public gatherings. In addition, developers of residential
23 parcels within Town Center will provide recreational facilities
24 for their residents and recreation impact fees will be paid as
25 Town Center builds out.

1 STATE OF FLORIDA)
2 COUNTY OF FLAGLER)

3 The foregoing instrument was acknowledged by means of
4 physical presence or online notarization before me this 6
5 day of February, 2024, by David Alfin and Kaley Cook, the
6 Mayor and City Clerk respectively, for and on behalf of the
7 City of Palm Coast, Florida, who are personally known to me and
8 who did not take an oath.

9 WITNESS my hand and official seal this 6 day of February
10 2024.

11 Virginia A Smith
12 Signature



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WITNESSES:

FLORIDA LANDMARK
COMMUNITIES, INC., a Florida corporation

Amy M. Hankala
Signature

Patrick L. Cutshall
Signature

Amy Hankala
Printed Name

Patrick L. Cutshall
Printed Name

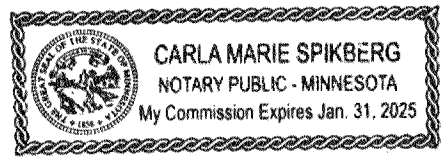
Executive assistant
Title

CFO
Title

Minnesota
STATE OF ~~FLORIDA~~)
COUNTY OF St. Louis)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 29th day of May, 2024, by Patrick L. Cutshall, the CFO, for and on behalf of the FLORIDA LANDMARK COMMUNITIES, INC., who is personally known to me and who did not take an oath.

WITNESS my hand and official seal this 29th day of May, 2024.



Carla Spikberg
Signature

(Seal)

Carla Spikberg
Printed Name

1
2 WITNESSES:

PALM COAST HOLDINGS, INC.,
a Florida corporation

3
4 Amy M. Honkala
Signature

Patrick L. Cutshall
Signature

5
6 Amy Honkala
Printed Name

Patrick L. Cutshall
Printed Name

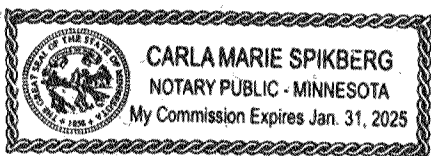
7
8 Executive assistant
Title

CFO
Title

9
10 STATE OF Minnesota)
11 ~~FLORIDA~~)
12 COUNTY OF St. Louis)

13 The foregoing instrument was acknowledged before by means of
14 physical presence or online notarization me this 29th day of
15 May, 2024, by Patrick L. Cutshall, the CFO, for
16 and on behalf of the PALM COAST HOLDINGS, INC., who is personally
17 known to me and who did not take an oath.

18 WITNESS my hand and official seal this 29th day of May,
19 2024.



22 (Seal)

23 Carla Spikberg
Signature

24 Carla Spikberg
Printed Name

Exhibit A

Description: Parcel "A"

A parcel of land lying within Government Sections 29 and 32, Township 11 South, Range 31 East, Flagler County, Florida, being more particularly described as follows:

A point of reference being the Southwest corner of Section 32, Township 11 South, Range 31 East, Flagler County, Florida, thence North $88^{\circ}24'49''$ East a distance of 2642.88 feet to the South quarter corner of Section 32 being the POINT OF BEGINNING of this description, thence North $00^{\circ}40'50''$ West along the West line of the Northeast quarter (1/4) a distance of 221.03 feet, thence departing said West line South $89^{\circ}15'49''$ West a distance of 510.00 feet to a point on the Easterly boundary of the plat Pine Grove Section 28, Map Book 9, Pages 51 through 66, of the Public Records of Flagler County, Florida, thence North $00^{\circ}40'55''$ West along the Easterly boundary of and departing said plat Section 28 a distance of 4569.91 feet, thence North $21^{\circ}00'44''$ East a distance of 1028.92 feet to a point on the Westerly line of the limited access right-of-way of Interstate 95, thence South $18^{\circ}20'58''$ East along said right-of-way a distance of 1809.43 feet, thence North $89^{\circ}52'23''$ East a distance of 290.97 feet; thence South $33^{\circ}20'58''$ East a distance of 502.28 feet, thence South $18^{\circ}20'55''$ East along said Westerly right-of-way line of Interstate 95 a distance of 3752.21 feet to a point on the South line of Section 32, thence departing Interstate-95 South $88^{\circ}46'16''$ West along the South line of Section 32 a distance of 2120.40 feet to the POINT OF BEGINNING.

Parcel "A" containing 202.3081 acres of land more or less.

Description: parcel "B"

A parcel of land lying within Government Section 4, 5, 6, 7, 8, and 9, Township 12 South, Range 31 East, Flagler County, Florida, being more particularly described as follows:

A point of reference being the Northwest corner of said government Section 5, Township 12 South, Range 31 East, being common as the Southwest corner of Section 32, Township 11 South, Range 31 East, thence South $01^{\circ}31'08''$ East along the West line of Section 5 a distance of 163.78 feet to the POINT OF BEGINNING of this description, thence departing said West line North $89^{\circ}15'49''$ East a distance of 1595.15 feet, thence South $00^{\circ}39'41''$ East a distance of 1318.27 feet, thence North $89^{\circ}20'19''$ East a distance of 1320.00 feet, thence North $00^{\circ}39'41''$ West a distance of 1320.00 feet, thence North $89^{\circ}15'49''$ East a distance of 1915.75 feet to a point on the West right-of-way line of Interstate 95, thence South $18^{\circ}20'58''$ East along said West right-of-way line a distance of 4927.55 feet to the Northeast corner of Memorial Hospital Flagler Inc. lands, recorded in Official Records Book 657, Page 1835, thence departing Interstate 95 South $71^{\circ}39'02''$ West along the Northerly boundary line of said Hospital lands a distance of 281.01 feet, thence South $36^{\circ}24'53''$ West a distance of 947.44 feet, thence departing said boundary of Hospital North $53^{\circ}36'18''$ West a distance of 61.27 feet, thence North $08^{\circ}33'46''$ East a distance of 99.48 feet, thence North $63^{\circ}16'51''$ West a distance of 51.99 feet, thence North $35^{\circ}29'45''$ West a distance of 69.86 feet, thence North $46^{\circ}37'11''$ East a distance of 34.40 feet, thence North $66^{\circ}03'22''$ East a distance of 38.81 feet, thence North $07^{\circ}07'30''$ West a distance of 71.05 feet, thence North $15^{\circ}25'07''$ West a distance of 57.60 feet, thence South $68^{\circ}48'21''$ West a distance of 43.08 feet to a point on the West line of Section 9, thence departing said West line continue South $68^{\circ}48'21''$

West a distance of 688.90 feet, thence South $39^{\circ}53'49''$ East a distance of 291.02 feet, thence South $76^{\circ}28'18''$ East a distance of 64.12 feet, thence North $67^{\circ}07'05''$ East a distance of 72.01 feet, thence South $39^{\circ}14'51''$ East a distance of 153.66 feet, thence South $62^{\circ}37'27''$ East a distance of 59.26 feet, thence North $46^{\circ}11'10''$ East a distance of 36.29 feet, thence North $51^{\circ}11'25''$ West a distance of 74.59 feet, thence North $31^{\circ}41'14''$ East a distance of 38.19 feet, thence North $69^{\circ}00'23''$ East a distance of 148.98 feet, thence South $78^{\circ}59'19''$ East a distance of 101.53 feet to a point on the Northwest boundary line of said Hospital lands recorded in Official Records Book 657, Page 1835, thence South $36^{\circ}24'53''$ West a distance of 336.01 feet, thence South a distance of 320.20 feet, thence South $74^{\circ}31'57''$ West a distance of 196.13 feet, thence departing said Northwest boundary line of Hospital South $02^{\circ}47'32''$ East a distance of 109.002 feet, thence South $49^{\circ}04'23''$ East a distance of 109.00 feet, thence South $00^{\circ}50'55''$ East a distance of 190.00 feet, thence South $89^{\circ}09'05''$ West a distance of 924.56 feet, thence South $21^{\circ}34'23''$ East a distance of 370.29 feet, thence South $89^{\circ}07'49''$ West a distance of 181.73 feet, thence South $21^{\circ}34'21''$ East a distance of 695.14 feet to a point on the North right-of-way line of State Road 100 (200'R/W), thence South $89^{\circ}09'05''$ West along said right-of-way a distance of 928.54 feet, thence departing State Road 100 North $02^{\circ}23'06''$ West a distance of 1356.48 feet, thence South $88^{\circ}41'00''$ West a distance of 663.41 feet to a point on the West line of the Northeast quarter (1/4) of Section 8, thence South $88^{\circ}49'35''$ West a distance of 668.63 feet, thence South $02^{\circ}08'49''$ East a distance of 692.67 feet, thence South $88^{\circ}59'33''$ West a distance of 1344.70 feet, thence South $01^{\circ}32'05''$ East a distance of 650.64 feet to a point on the North right-of-way line of State Road 100, thence South $89^{\circ}09'05''$ West along said right-of-way a distance of 297.82 feet, thence departing State Road 100 North $01^{\circ}13'40''$ West along the Easterly boundary line of Plat of Midway Par, Map Book 5, Page 25, a distance of 1337.58 feet, thence South $88^{\circ}49'35''$ West along the North line of Midway Park a distance of 378.00 feet to a point on the West line of government Section 8, thence North $01^{\circ}13'33''$ West along said West line of Section 8 a distance of 786.73 feet, thence departing said West line of Section 8 South $88^{\circ}17'00''$ West a distance of 125.00 feet, thence North $01^{\circ}13'33''$ West a distance of 140.00 feet, thence South $88^{\circ}17'00''$ West along the North line of Flagler County School Board Lands a distance of 1571.20 feet, thence South $01^{\circ}55'36''$ West along the West line of said School Board Lands a distance of 2205.60 feet to a point on the North right-of-way line of State Road 100, thence North $88^{\circ}04'24''$ West a distance of 2535.95 feet to the Southeast corner of Lil' Champ Food Store land recorded in Official Records Book 594, Pages 648 and 649, thence departing State Road 100 North $01^{\circ}55'36''$ East along the East boundary line of said Lil' Champ Land a distance of 250.00 feet, thence North $78^{\circ}46'38''$ West along the North line of said Lil' Champ Lands a distance of 250.00 feet to a point on the Easterly right-of-way line of Belle Terre Parkway, thence departing Lil' Champ Lands North $11^{\circ}13'22''$ East along said right-of-way of Belle Terre Parkway a distance of 1828.63 feet to a point of curvature, concave Westerly, thence Northerly a distance of 824.97 feet along the arc of said curve to the left having a central angle of $29^{\circ}32'31''$, a radius of 1600.00 feet, a chord bearing of North $03^{\circ}32'53''$ West and a chord distance of 815.86 feet to a point of tangency, thence North $18^{\circ}19'09''$ West a distance of 1118.45 feet to a point of curvature, concave Easterly, thence Northerly a distance of 103.37 feet along the arc of said curve to the right having a central angle of $42^{\circ}27'17''$, a radius of 1400.00 feet a chord bearing of North $02^{\circ}54'30''$ East and a chord distance of 1013.80 feet to a point of tangency, thence North $24^{\circ}08'08''$ East a distance of 559.85 feet, thence departing Belle Terre Parkway North $89^{\circ}15'49''$ East a distance of 2810.00 feet, thence North $00^{\circ}44'11''$ West a distance of 2015.00 feet, thence North $89^{\circ}15'49''$ East a distance of 1400.236 feet to the POINT OF BEGINNING.

Parcel "B" containing 1354.9211 acres more or less.

TOGETHER WITH:

A parcel of land lying in the Northwest Quarter (1/4) of Government Section 6, Township 12 South, Range 31 East, Flagler County, Florida as recorded in or book 640, pages 885-886 and or book 480, page 559 and being more particularly described as follows:

As a point of reference being the intersection of the Northeast corner of the subdivision plat Easthampton - Section 34, Seminole Woods at Palm Coast, Map Book 11, Pages 30 - 49 as recorded in the Public Records of Flagler county and the Easterly right-of-way line of Belle Terre Parkway (124' r/w); thence departing said right-of-way line North 89°15'49" East for a distance of 2457.39 feet; thence South 00°44'17" East for a distance of 253.00 feet to the POINT OF BEGINNING of this description; thence continue South 00°44'11" East for a distance of 1762.00 feet to a point; thence South 89°15'49" West for a distance of 2810.00 feet to a point on the Easterly right-of-way line of said Belle Terre Parkway; thence North 24°08'08" East along the Easterly right-of-way line for a distance of 396.80 feet; thence North 89°15'49" East for a distance of 711.58 feet, thence North 53°17'23" East for a distance of 2386.72 feet to the POINT OF BEGINNING of this description.

LESS AND EXCEPT:

A parcel of land lying in Section 7, Township 12 South, Range 31 East, Flagler County, Florida, being more particularly described as follows:







Commence at the Northwest Corner of Section 7, Township 12 South, Range 31 East; thence South 01°08'25" East, along the West line of said Section a distance of 2444.71 feet to a point lying on the Northerly Right-of-Way line of State Road No. 100, said point being a point on a curve concave Southerly having a tangent bearing of South 89°57'38" East and a radius of 23,018.33 feet; thence run Easterly along the arc of said curve through a central angle of 01°52'54" for a distance of 755.96 feet to the point of tangency; thence South 88°04'44" East for a distance of 101.41 feet to the Southeast corner of that property described in Official Records Book 0594, Page 0649 of the Public Records of Flagler County, Florida; thence North 01°55'16" East along the East line of said property for a distance of 20.00 feet to the POINT OF BEGINNING; thence leaving said Right-of-Way and continuing along said East line, North 01°55'16" East for a distance of 230.00 feet to the Northeast corner of said property; thence North 78°46'58" West along the North line of said property for a distance of 250.19 feet, to a point on the Easterly Right-of-Way line of Belle Terre Parkway; thence along said Right-of-Way, North 11°12'57" East for a distance of 49.90 feet; thence leaving said Right-of-Way, South 78°47'03" East for a distance of 262.73 feet; thence South 01°55'16" West for a distance of 277.23 feet, to said Northerly Right-of-Way; thence North 88°04'44" West for a distance of 20.43 feet to the POINT OF BEGINNING.

Containing 17980 Square Feet or 0.41 Acres, more or less

Exhibit B

Town Center at Palm Coast Master Development Plan Map

LAND USE KEY

-  Urban Core
-  Urban Center
-  Town Services
-  Town Business
-  Town Residential
-  Perimeter Commercial
-  Town Commons
-  Existing Lakes
-  Street R/W
-  Indicates Conceptual Location of Future Streets or Parking Lot Drives

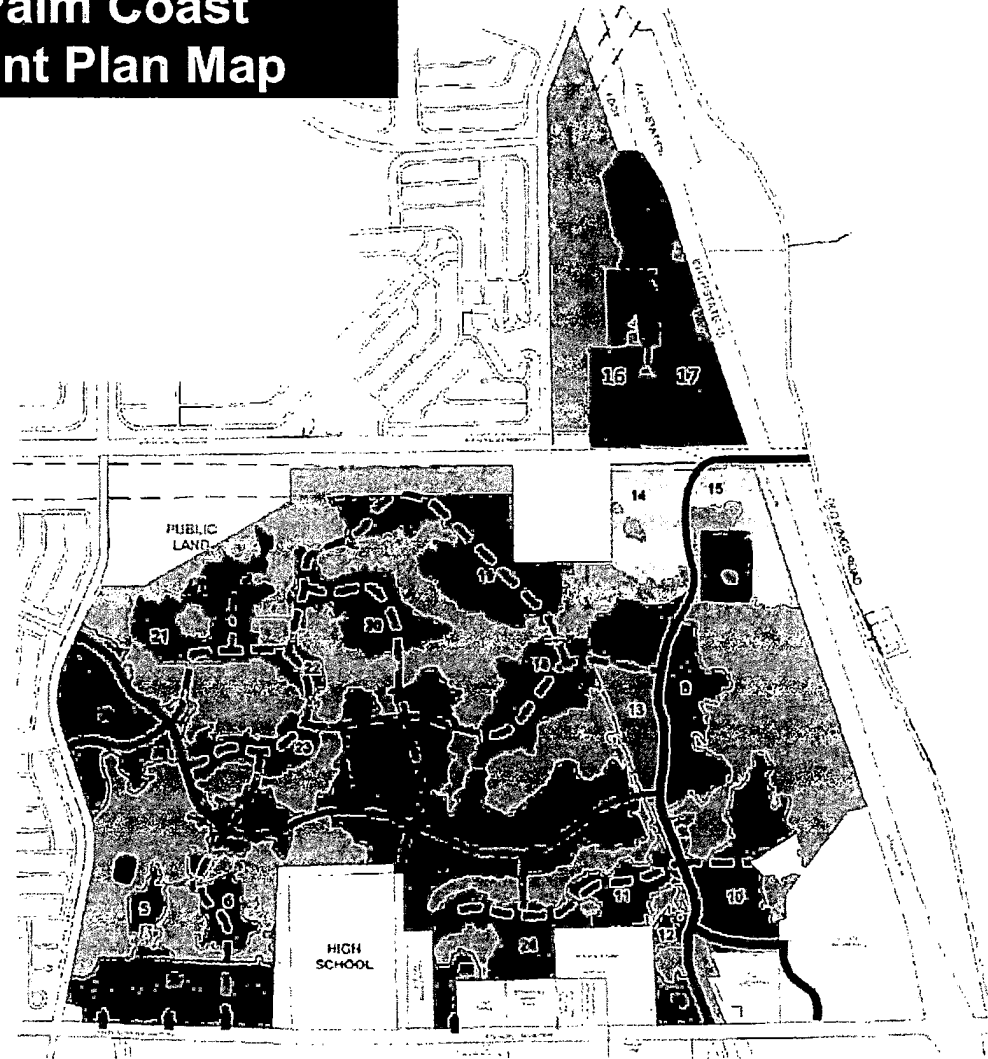


Exhibit C

**Exhibit "C"
Town Center at Palm Coast
Land Use Conversion Factors**

Land Use	PM Rate	TO							
		Residential Per Unit	Office Per Ksf	Retail/Comm Per Ksf	Non-Retail Per Ksf	Institutional Per Ksf	Movie Theater Per Seat	Lodging Per Room	Nursing Home Per Bed
PM Rate		0.62	1.49	3.76	0.51	3.65	0.14	0.47	0.20
Residential	0.62 Per Unit	1.00	0.42	0.16	1.22	0.17	4.43	1.32	3.10
Office	1.49 Per Ksf	2.40	1.00	0.40	2.92	0.41	10.64	3.17	7.45
F Retail/Comm	3.76 Per Ksf	6.06	2.52	1.00	7.37	1.03	26.86	8.00	18.80
R Non-Retail/Comm	0.51 Per Ksf	0.82	0.34	0.22	1.00	0.14	3.64	1.09	2.55
O Institutional*	3.65 Per Ksf	5.89	2.45	0.97	7.16	1.00	26.07	7.77	18.25
M Movie Theater	0.14 Per Seat	0.23	0.09	0.04	0.27	0.04	1.00	0.30	0.70
Lodging	0.47 Per Room	0.76	0.32	0.13	0.92	0.13	3.36	1.00	2.35
Nursing Home	0.20 Per Bed	0.32	0.13	0.05	0.39	0.05	1.43	0.43	1.00

Examples

For every 1 residential unit you give up you may build 0.42 ksf of Office or 0.16 ksf of Retail/Comm. or 1.22 ksf of Non-Retail/Comm. or 0.17 ksf of Institutional or 4.43 movie theater seats or 1.32 lodging rooms or 3.10 beds of nursing homes

For every 1.00 KSF of Office you give up you may build 2.4 Residential units or 0.4ksf of Retail or 2.92 ksf of non-retail or 0.41ksf of institutional or 10.64 Movie Theater seats or 3.17 rooms of lodging or 7.45 Nursing Home beds.

For every 1 room of lodging you give up you may build 0.76 Residential Units or 0.32ksf of office space or 0.13 ksf of retail or 0.92 ksf of Non-Retail/Comm of .13 ksf of institutional or 3.36 theater seats of 2.35 nursing home beds.

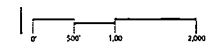
*Insttutional is an average of Government Office at 5.88 and Church at 1.41

OFF REC 0959 PAGE 1571

Exhibit D

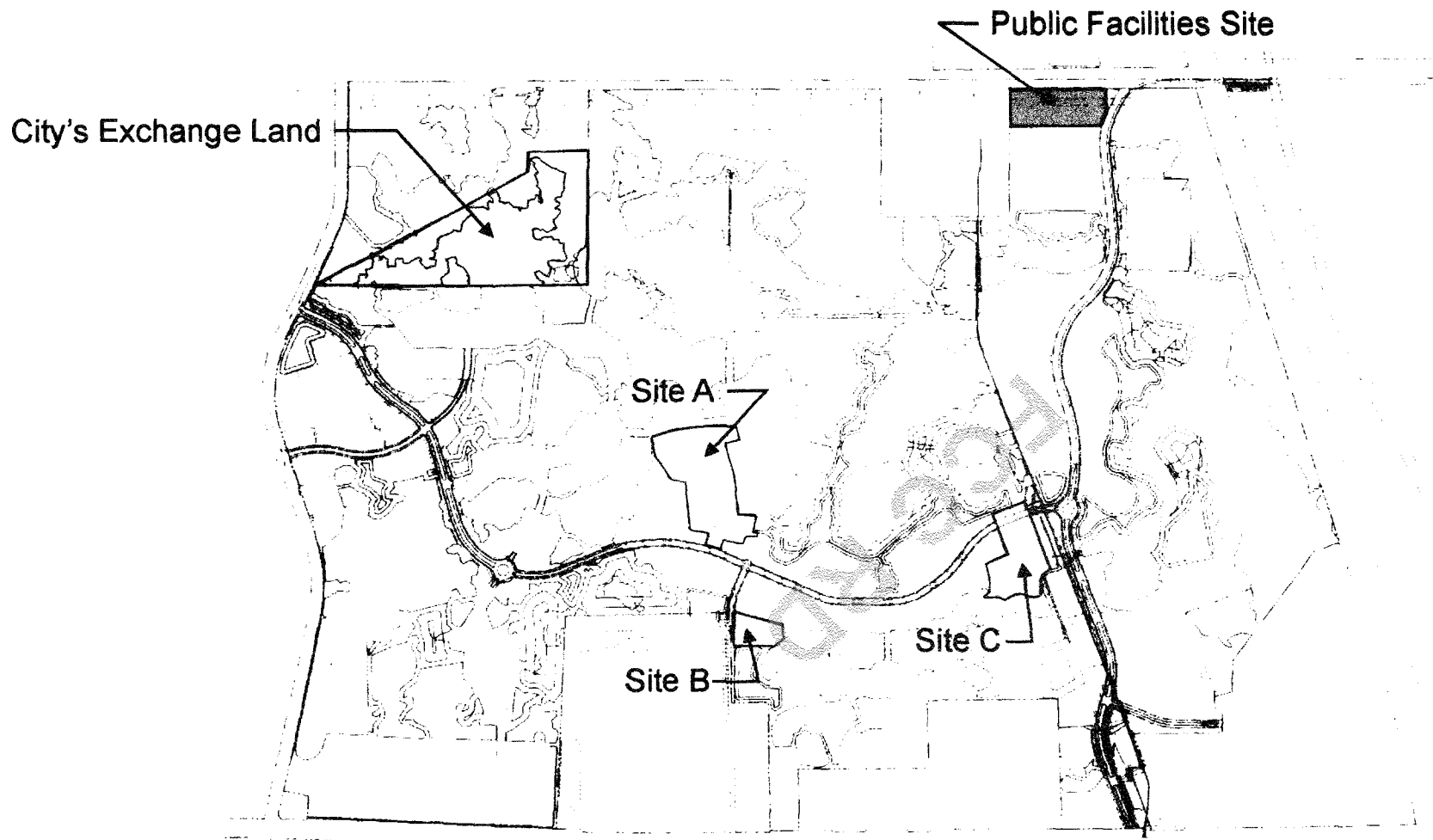


PALM COAST TOWN CENTER



DRAWING NO. 03 OF 03
DATE OF ISSUE 24th July 2023
RFA/MSH

MASTER PLAN



DATA SUMMARY

Parcel	Approximate Gross Acres	Approximate Upland Acres
Public Facilities Site	8.5	8.5
City's Exchange Land	44.6	27.0
Town Core Public Land		
. Site A	15.0	15.0
. Site B	3.5	3.5
. Site C	<u>8.5</u>	<u>8.5</u>
Total	27.0	27.0

Exhibit "E"

Exhibit F

OFF
REC 0959 PAGE 1574

STORMWATER POLLUTION PREVENTION PLAN

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

STORMWATER POLLUTION PREVENTION PLAN APPROVAL

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

1. The locations and types of control features shall be shown to prevent erosion or the transportation of eroded material off-site during each phase of construction. Supplementary sediment and erosion control devices may be required to accommodate the Contractor's phasing of construction activities. The Contractor will modify the SWPP to address the installation and maintenance of all sediment control devices during each phase of construction.
2. The Contractor will be solely responsible for the prevention, control, and abatement of erosion and water pollution and the transportation of eroded materials off site. The Contractor will also be responsible for maintaining any and all sediment control devices throughout the duration of construction as required by the Community Development District (CDD), Engineer, and the Florida Department of Environmental Protection.
3. All erosion control devices will be placed prior to beginning work of each construction phase. It is understood that "select clearing" is required for the placement of silt fence as detailed on the SWPPP. All erosion control devices will be maintained during construction and will be inspected weekly or after rainfall events of greater than 0.25 inches. Repairs will be performed as necessary and prior to suspension of work activities each weekend.
4. Sediment and erosion control barriers will be placed around all stormwater inlets and manholes during construction. Rock bags are to be placed at the downstream side of each curb inlet after the roadway base course is constructed to divert stormwater to the inlets.
5. Supplemental sediment and erosion control devices may be necessary during construction as determined by the Contractor or as directed by the Engineer or Community Development District (CDD).
6. Staging areas will be enclosed with silt fence, and drainage directed to stormwater ponds.

PRE-CONSTRUCTION ACTIVITIES

At least ten calendar days prior to the Pre-construction Conference, the Contractor will submit for approval by the Engineer a SWPPP prepared in accordance with the Florida Erosion and Sediment Control Inspector's Manual. The SWPPP will address the installation and maintenance of all temporary and

permanent sediment and erosion control devices to be used during each phase of construction, including tree removal, clearing and grubbing, hauling of excavated materials, and placement of backfill. The plan also will detail the erosion control measures to be employed at all stockpile and construction staging areas and will define the maximum limits of all active construction zones and the maximum amount of time each segment of the project will be unprotected against erosion.

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

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

CONSTRUCTION ACTIVITIES

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

Sequence of Major Erosion Control Activities:

The order of activities will be as follows:

1. Install stabilized construction entrance.
2. Select clear and install silt fences and hay bales as required.
3. Clear and grub for diversion swales/dikes and sediment basin.
4. Construct sedimentation basin.
5. Stock pile top soil if required.
6. Stabilize denuded areas and stockpiles as soon as practicable.
7. Complete grading and install/permanent seeding/sod and planting.
8. Remove accumulated sediment from basins.

9. Flocculate lake system, if required, to meet water quality standards.
10. When all construction activity is complete and the site is stabilized, remove any temporary diversion swales/dikes, silt fences, hay bales and reseed/sod as required.

Additional Controls

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

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

1. Straw bale barrier: Straw bale barriers will be used below disturbed areas subject to sheet and rill erosion with the following limitations:
 - a. Where the maximum slope behind the barrier is 3:1 (horizontal:vertical).
 - b. In minor swales or ditch lines where the maximum contributing drainage area is no greater than 2 acres.
 - c. Where effectiveness is required for less than 3 months.
 - d. Every effort should be made to limit the use of straw bale barriers constructed in live streams or in swales where there is the possibility of a washout. If necessary, measures shall be taken to properly anchor bales to insure against washout.
2. Filter Fabric Barrier: Filter fabric barriers shall be installed landward of upland buffers. Filter fabric barriers will be used below disturbed areas subject to sheet and rill erosion with the following limitations:
 - a. Where the maximum slope behind the barrier is 3:1.
 - b. In minor swales or ditch lines where the maximum contributing drainage area is no greater than 2 acres.
3. Sod with Filter Fabric: In areas with slopes steeper than 3:1, the slope shall be full sodded. Filter fabric barriers (silt fence) shall be installed at the toe of the slope.
4. Brush Barrier with Filter Fabric: Brush barrier will be used below disturbed areas subject to sheet and rill erosion where enough residue material is available on site.
5. Spreader Swale: A spreader swale will be used where sediment-free storm runoff is intercepted and diverted away from graded areas onto undisturbed stabilized areas. The water should not be allowed to reconcentrate after release.

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

Site Maintenance Activities

Waste Disposal

Waste Materials

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

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

Hazard Waste

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

Sanitary Waste

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

Offsite Vehicle Tracking

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

Spill Prevention Plan

Material Management Practices

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

Good Housekeeping

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

- * An effort will be made to store only enough product required to do the job.

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

Hazardous Products

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

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

Product Specific Practices

The following product specific practices will be followed onsite:

Petroleum Products

All onsite vehicles will be monitored for leaks and receive regular preventative maintenance to reduce the chance of leakage. Portable petroleum storage tanks shall not be placed within 200 feet of a wetland or water body including stormwater management ponds, unless secondary containment is provided. Petroleum products will be stored in tightly sealed containers which are clearly labeled. Any asphalt substances used onsite will be applied according to the manufacturer's recommendations.

Fertilizers

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

Paints

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

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

MAINTENANCE / INSPECTION PROCEDURES

Erosion and Sediment Control Inspection and Maintenance Practices

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

- * All control measures will be inspected by the site superintendent, the person responsible for the day to day site operation or someone appointed by the site superintendent, at least once a week and following any storm event of 0.25 inches or greater.
- * All turbidity control measures will be maintained in good working order; if a repair is necessary, it will be initiated within 24 hours of report.
- * Built up sediment will be removed from silt fence when it has reached one-third the height of the fence.
- * Silt fence will be inspected for depth of sediment, tears, to see if the fabric is securely attached to the fence posts, and to see that the fence posts are firmly in the ground.
- * The sediment basins will be inspected for the depth of sediment. Sediment will be removed when it reaches 20 percent of the design capacity or at the end of the job.
- * Diversion dikes/swales show on the plans will be inspected and any breaches promptly repaired.
- * Temporary and permanent seeding and planting will be inspected for bare spots, washouts, and healthy growth.
- * A maintenance inspection report will be completed weekly. A completed copy will be submitted to the Engineer and a completed copy will be kept on site during construction and available upon request by the Owner, Engineer or any federal, state or local agency approving sediment and erosion plans, or stormwater management plans. The reports shall be made and retained as part of the SWPPP for at least three years (by the Owner) from the date that the site is finally stabilized and the notice of termination is submitted.
- * The site superintendent will select up to three individuals who will be responsible for inspections, maintenance and repair activities, and filling out the inspection and maintenance report.

- * Personnel selected for inspection and maintenance responsibilities will receive training from the site superintendent. They will be trained in all inspection and maintenance practices necessary for keeping the erosion and sediment controls used onsite in good working order.

NON-STORMWATER DISCHARGES

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

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

All non-stormwater discharges will be directed to the sediment basin prior to discharge.

FDEP Development Order Recommendations DRI Stormwater Pollution Prevention Plan (SWPPP)

The following conditions for the Stormwater Pollution Prevention Plan (SWPPP) will be incorporated in the development order:

1. SWPPP Requirements

A SWPPP shall be incorporated into the construction and permit documents for projects constructed in the DRI which require a general or individual SJRWMD permit. The SWPPP shall be similar to the SWPPP shown in Exhibit __ but may be modified to accommodate the specific construction project and site. However, all SWPPP's must include paragraphs describing Pre-Construction activities and Maintenance/Inspection Procedures.

2. SWPPP Monitoring

In addition to the requirements on individual property owners/contractors outlined in the SWPPP, the Developer, Community Development District (CDD) shall monitor compliance with the SWPPP goals. The compliance monitoring shall consist of the following:

A. Notifying the SJRWMD and FDEP of the individual responsible for monitoring SWPPP within the DRI.

At a minimum the responsible individual will:

- 1) be trained in erosion control implementation techniques
- 2) set up and oversee implementation of SWPPP programs throughout the buildout of the project
- 3) ensure that if the regular site inspector is unable to attend the pre-construction conference this information is communicated to the site inspector including site specific BMPs, permit requirements and erosion control implementation training.
- 4) meet with trained site superintendent monthly, upon commencement of site construction, to ensure implementation of SWPPP and resolve any problems. Frequency of site visits may be decreased if there is no indication of erosion control problems and previous visits show a history of compliance with the SWPPP.
- 5) submit a brief narrative update to FDEP and SJRWMD quarterly on activities and progress OR be available to meet with FDEP onsite for quarterly site visits, unless FDEP deems the visit unnecessary. Upon proper identification, FDEP personnel shall be granted access to the property.

B. Attendance at all pre-construction conferences.

C. Conducting Homeowners Stormwater Training Programs

D. Conducting Contractor Stormwater Training Programs

E. Conducting periodic inspections of construction sites

F. Notifications to SJRWMD and FDEP of observed potential permit violations within 24 hours and serve as agency liaison.

G. Annual reporting summary of Items A thru F.

3. The SWPPP shall be implemented upon initiation of construction activities. Three (3) years after initiation of construction, the FDEP and SJRWMD will have the opportunity to review the program. If it is found to be unsatisfactory, the agencies will discuss alternatives, including program modification options, with the applicant.

Exhibit G

TOWN CENTER AT PALM COAST DRI PROPORTIONATE SHARE CALCULATION

PHASE 1

Roadway / Intersection		Length (mile)	Improvement	Construction Cost	Engineering Cost	Total Cost	Project Trips	Increase in the Capacity	Proportionate Share *	DRI Proportionate Share
Belle Terre Parkway/ White View Parkway		N/A	Signalize	\$61,800.00	\$6,180.00	\$67,980.00	95	237	0.40	\$27,249.37
Belle Terre Parkway/ Royal Palms Parkway		N/A	Signalize	\$61,800.00	\$6,180.00	\$67,980.00	19	79	0.24	\$16,349.62
SR 100 / Seminole Woods Parkway		N/A	Signalize	\$61,800.00	\$6,180.00	\$67,980.00	1490	3689	0.40	\$27,457.36
Subtotal for Signals										\$71,056.35
Old Kings Road	Palm Coast Pkwy to Royal Palms Ext.	4.384	2 to 4 Lanes	\$6,137,600.00	\$613,760.00	\$6,751,360.00	251	930	0.27	\$1,822,141.25
Belle Terre Parkway	Cypress Point Pkwy to Pine Lakes Parkway	0.4	4 to 6 Lanes	\$560,000.00	\$56,000.00	\$616,000.00	196	880	0.22	\$137,200.00
Palm Coast Parkway	I-95 West Ramp to I-95 East Ramp	0.5	4 to 6 Lanes	\$944,000.00	\$94,400.00	\$1,038,400.00	112	880	0.13	\$132,160.00
	I-95 East Ramp to Old Kings Road	0.2	4 to 6 Lanes	\$377,600.00	\$37,760.00	\$415,360.00	140	880	0.16	\$66,080.00
SR 100	I-95 East Ramp to I-95 West Ramp	0.1	4 to 6 Lanes	\$188,800.00	\$18,880.00	\$207,680.00	559	880	0.64	\$131,924.00
	I-95 West Ramp to Seminole Woods	0.6	4 to 6 Lanes	\$1,132,800.00	\$113,280.00	\$1,246,080.00	726	880	0.83	\$1,028,016.00
Subtotal for Phase 1										\$3,388,577.59

PHASE 2

Roadway / Intersection		Length (mile)	Improvement	Construction Cost	Engineering Cost	Total Cost	Project Trips	Increase in the Capacity	Proportionate Share *	DRI Proportionate Share
Belle Terre Pkwy	Pine Lakes Pkwy. (N) to Belaire Dr.	1.0	2 to 4 Lanes	\$1,400,000.00	\$140,000.00	\$1,540,000.00	56	930	0.06	\$92,731.18
	White View to Royal Palms Parkway	1.5	4 to 6 Lanes	\$2,100,000.00	\$210,000.00	\$2,310,000.00	733	930	0.79	\$1,820,677.42
	Royal Palms Parkway to Main Road	0.7	4 to 6 Lanes	\$980,000.00	\$98,000.00	\$1,078,000.00	790	930	0.85	\$915,720.43
Florida Park Drive**	Palm Harbor Parkway to Palm Coast Parkway	1.8	2 to 4 Lanes	\$4,410,000.00	\$441,000.00	\$4,851,000.00	56	740	0.08	\$367,102.70
SR 100	Old Kings Road to I-95 East Ramp	0.2	4 to 6 Lanes	\$377,600.00	\$37,760.00	\$415,360.00	733	930	0.79	\$327,375.14
Subtotal for Phase 2										\$3,523,606.87

PHASE 3

Roadway / Intersection		Length (mile)	Improvement	Construction Cost	Engineering Cost	Total Cost	Project Trips	Increase in the Capacity	Proportionate Share *	DRI Proportionate Share
Old Kings Road	Royal Palms to SR 100***	1.7	2 to 4 Lanes	\$2,380,000.00	\$238,000.00	\$2,618,000.00	158	0	0.27	\$706,860.00
Belle Terre Pkwy	Pine Lakes Pkwy White View Parkway	1.9	4 to 6 Lanes	\$2,660,000.00	\$266,000.00	\$2,926,000.00	632	930	0.68	\$1,988,421.51
Cypress Point Parkway	Palm Coast Parkway to Belle Terre Parkway	0.7	4 to 6 Lanes	\$980,000.00	\$98,000.00	\$1,078,000.00	158	930	0.17	\$183,144.09
Florida Park Drive	Palm Coast Parkway (WB) to Palm Coast Parkway	0.1	2 to 4 Lanes	\$140,000.00	\$14,000.00	\$154,000.00	79	740	0.11	\$16,440.54
SR 9	SR 100 to Old Dixie Hwy	5.2	6 to 8 Lanes	\$7,280,000.00	\$728,000.00	\$8,008,000.00	395	1690	0.23	\$1,871,692.31
Palm Coast Pkwy (WB)	Cypress Point Pkwy to I-95 West Ramp	0.2	2 to 3 Lanes	\$188,800.00	\$18,880.00	\$207,680.00	316	880	0.36	\$74,576.00
Palm Coast Pkwy (EB)	Cypress Point Pkwy to I-95 West Ramp	0.2	2 to 3 Lanes	\$188,800.00	\$18,880.00	\$207,680.00	316	880	0.36	\$74,576.00
SR 100	John Anderson Pky. to Old Kings Road	0.4	4 to 6 Lanes	\$755,200.00	\$75,520.00	\$830,720.00	789	880	0.90	\$744,816.00
	Seminole Woods Blvd to Belle Terre Pkwy	1.7	4 to 6 Lanes	\$3,209,600.00	\$320,960.00	\$3,530,560.00	474	880	0.54	\$1,901,688.00
Subtotal for Phase 3										\$7,562,214.44
Total for Phases 1-3										\$14,474,399.00

Revised 6/11/2003

* Formula based on FDOT's Site Impact Handbook [(DRI Trips/Service Vol. Increase)*Cost]

** Florida Park Construction Estimates include ROW estimated at 75% of Construction Costs

***Old Kings Road is neither significant nor adverse. The "fair share" calculation is based on the project trips as a percentage of total roadway capacity.

Note: All dollar amounts shown on this table are stated in 2002 values.

EXHIBIT H

Has been deleted

Exhibit "I"

<u>Section of DRI</u>	<u>Name of Section</u>	<u>Obligation</u>	<u>Status</u>
Part II, ¶ 5 (a)	Phasing, Buildout and Expiration	4 lane Seminole Woods from SR-100 to intersection with Main Street.	Completed.
Part II, ¶ 5 (b)	Phasing, Buildout and Expiration	2 lane Seminole Woods from SR-100 to Old Kings Road	Completed.
Part II, ¶ 5 (c)	Phasing, Buildout and Expiration	Construct Main Street as 2 lanes from traffic circle on Seminole Woods to Westerly traffic circle on Main Street.	Completed.
Part II, ¶ 5 (d)	Phasing, Buildout and Expiration	Construct Main Street as 4 lanes from Westerly traffic circle to about 800 feet from Belle Terre.	Completed.
Part II, ¶ 5 (e)	Phasing, Buildout and Expiration	Construct the last 800 feet of Main Street to Belle Terre.	Completed.
Part II, ¶ 5 (f)	Phasing, Buildout and Expiration	Extend Eastwood Drive to Main street as 3 Lanes	To be completed.
Part II, ¶ 5 (g)	Phasing, Buildout and Expiration	Construct Hospital Drive from Seminole Woods to hospital site. Must be 2 lane road.	Completed.
Part II, ¶ 5 (h)	Phasing, Buildout and Expiration	Construct master drainage system for Town Center.	Completed.
Part II, ¶ 5 (i)	Phasing, Buildout and Expiration	Install water system, sewer system, and underground electric along all roadways or multi-use easements.	All utilities are installed along all currently installed roadways. All future utility installation along new roadways are the responsibility of the individual property developer.
Part II, ¶ 5 (j)	Phasing, Buildout and Expiration	Install landscaping along roads and other public areas.	All roads and public areas currently erected are landscaped. All future landscaping along new

			roadways are the responsibility of the individual property developer.
Part II, ¶ 5 (k)	Phasing, Buildout and Expiration	Construct initial pedestrian/bikeway systems within Town Center.	Completed.
Part II, ¶ 5 (l)	Phasing, Buildout and Expiration	Place fill on selected development sites.	Completed.
Part II, ¶ 5 (m)	Phasing, Buildout and Expiration	Environmental mitigation to offset impacts.	Completed for all development undertaken by Developer. Each individual property owner is responsible for mitigating their impacts.
Part II, ¶ 5	Phasing, Buildout and Expiration	Before beginning Phase 2, extend Royal Palms Parkway to Seminole Woods.	Completed.
Part II, ¶ 5	Phasing, Buildout and Expiration	During Phase 2 and 3, as parcels are planned out, roads, utilities, and drainage shall all be installed accordingly.	This requirement is ongoing and has been assigned to the individual property owners.
Part III, ¶ 1	Vegetation and Wildlife	Within 1 year from effective date of DRI DO, Developer shall contribute \$8,666.00 to Florida Fish and Wildlife Conservation Commission.	Completed.
Part III, ¶ 1	Vegetation and Wildlife	No development shall occur if there are endangered species present on the property unless the appropriate permit is obtained from the appropriate regulatory agency.	This requirement is ongoing and has been assigned to the individual property owners.
Part III, ¶ 2 (a)	Wetlands	Developer shall conserve 500 acres of wetlands which shall be placed in a conservation easement that grants third party interest to USACE.	Completed.

Part III, ¶ 2 (b)	Wetlands	Establish 15-foot minimum with an average of 25-foot buffer around wetlands and no impervious area shall be placed in the buffer zone.	This requirement is ongoing and has been assigned to the individual property owners.
Part III, ¶ 2 (c)	Wetlands	Any and all wetland impact mitigation shall be determined by USACE and/or SJRWMD.	This requirement is ongoing and has been assigned to the individual property owners.
Part III, ¶ 2 (d)	Wetlands	Piezometers and staff gauges shall be installed to monitor wetland hydrology. The details of such monitoring program shall be determined by USACE and/or SJRWMD.	This requirement is ongoing and has been assigned to the individual property owners.
Part III, ¶ 2 (d)	Wetlands	Developer shall install minimum of 36-inch culvert pipes at all wetland crossings. Developer shall also install small wildlife crossings over the culvert.	Completed for all development undertaken by Developer. Any new culvert installation responsibility has been assigned to the individual property owners.
Part III, ¶ 3 (a)	Groundwater	Use of Floridan Aquifer Wells on the DRI Property that do not fall within SJRWMD's consumptive use permitting requirements are prohibited.	This requirement is ongoing and has been assigned to the individual property owners.
Part III, ¶ 3 (b)	Groundwater	Abandoned wells shall be plugged and abandoned in accordance with SJRWMD's rules. Further, Developer shall report pertinent information to City regarding each well.	This requirement is ongoing and has been assigned to the individual property owners.
Part III, ¶ 4	Surface Water	A SWQMP shall be approved by FDEP and shall be implemented prior to commencement of construction. Data shall be submitted to the Northeast District of FDEP.	This requirement is ongoing and has been assigned to the individual property owners.
Part III, ¶ 5	Floodplains	No development shall occur within 100 year floodplain except for	This requirement is ongoing and has been

		crossings which shall be built up to the elevation of the floodplain.	assigned to the individual property owners.
Part III, ¶ 6(a)	Water Supply	Development of Town Center shall not proceed beyond Phase 1 unless adequate potable water is available to meet the level of service standard.	This requirement is ongoing and has been assigned to the individual property owners.
Part III, ¶ 6(b)	Water Supply	Use of Floridan Aquifer is prohibited for irrigation, once-through-cooling, surface water level maintenance and decorative uses.	This requirement is ongoing and has been assigned to the individual property owners.
Part III, ¶ 6(c)	Water Supply	Stormwater shall be used for irrigation with reclaimed water as a backup. Potable water shall be used for irrigation if, and only if, stormwater and reclaimed water are unavailable, and then only until stormwater and/or reclaimed water become available again.	This requirement is ongoing and has been assigned to the individual property owners.
Part III, ¶ 6(d)	Water Supply	Water conservation strategies shall be implemented, including Xeriscape and low-flow plumbing fixtures.	This requirement is ongoing and has been assigned to the individual property owners.
Part III, ¶ 7(a)	Wastewater Management	No building permit shall be issued beyond Phase 1 unless adequate wastewater capacity is available to meet the level of service standard.	This requirement is ongoing and has been assigned to the individual property owners.
Part III, ¶ 7(b)	Wastewater Management	Septic tanks are prohibited within Town Center DRI. Temporary surface tanks may be used during construction and/or marketing trailers until central sewer lines are installed.	This requirement is ongoing and has been assigned to the individual property owners.
Part III, ¶ 8(a)	Stormwater Management	20% of wet detention ponds shall have a 30% littoral zone.	This requirement is ongoing and has been assigned to the individual property owners.
Part III, ¶ 8(b)	Stormwater Management	Developer shall use porous parking materials for overflow parking to attempt to reduce related runoff	This requirement is ongoing and has been

		associated with impervious parking surfaces.	assigned to the individual property owners.
Part III, ¶ 8(c)	Stormwater Management	Outfall control structures shall insure that post-development flows do not exceed pre-development flows.	This requirement is ongoing and has been assigned to the individual property owners.
Part III, ¶ 8(d)	Stormwater Management	Stormwater Pollution Prevention Plan shall be incorporated into all permits and construction practices.	This requirement is ongoing and has been assigned to the individual property owners.
Part III, ¶ 8(e)	Stormwater Management	SWPPP is revisited every 3 years by the appropriate agencies. If changes are needed, they will be discussed and agreed upon with Developer.	This requirement is ongoing and has been assigned to the individual property owners.
Part III, ¶ 8(f)	Stormwater Management	FDEP, SJRWMD, and the City have the right to access the property to test the water quality.	This requirement is ongoing and has been assigned to the individual property owners.
Part III, ¶ 8(g)	Stormwater Management	If certain conditions are met, a water quality monitoring program shall be implemented.	This requirement is ongoing and has been assigned to the individual property owners.
Part III, ¶ 9(a) and (b)	Solid Waste	No Development within the DRI Property shall occur unless and until there is adequate solid waste capacity to service the developing area at the adopted level of service standard.	This requirement is ongoing and has been assigned to the individual property owners.
Part III, ¶ 9(c)	Solid Waste	All individuals are responsible for compliance with appropriate regulations regarding hazardous materials.	This requirement is ongoing and has been assigned to the individual property owners.
Part III, ¶ 10	Donation of Utility Facilities	All water and sewer lines and related facilities shall be donated to the City.	This requirement is ongoing and has been assigned to the individual property owners.
Part III, ¶ 11(a)	Public Facility site and Town	Developer shall convey to City certain parcels identified in this section, which	Completed.

	Core Public Land	shall be used only for the uses identified herein.	
Part III, ¶ 11(b)	Public Facility site and Town Core Public Land	City may agree to convey certain properties to Developer in exchange for three (3) other sites identified herein.	Completed.
Part III, ¶ 11(c)	Public Facility site and Town Core Public Land	If the land donated by the City is more valuable than Developer's then Developer shall pay difference. If Developer's land is more valuable than the City's, City shall consider the addition as a donation to the City.	Completed.
Part III, ¶ 11(d) and (e)	Public Facility site and Town Core Public Land	City shall take title to land subject to conditions outlined in these sections.	Completed.
Part III, ¶ 11(f)	Public Facility site and Town Core Public Land	Developer shall take title to land subject to certain restrictions.	Completed.
Part III, ¶ 11(g)	Public Facility site and Town Core Public Land	If option exercised by City, Developer shall convey the identified sites to City within 90 days.	Completed.
Part III, ¶ 11(h)	Public Facility site and Town Core Public Land	City shall be responsible for all site preparations on the sites received under 11(g). If not already completed, Developer agrees to construct streets and extend utilities to the property at Developer's expense.	Completed.
Part III, ¶ 11(i)	Public Facility site and Town Core Public Land	All costs of conveyance of land identified in Part III, ¶ 11 shall be borne by Developer.	Completed.
Part III, ¶ 11(j)	Public Facility site and Town Core Public Land	If Developer acquires City Exchange Land, and the land has appropriate zoning and FLUM designation to fit Developer's desired use, then the	Completed.

		Master Plan shall be automatically modified.	
Part III, ¶ 12(a)	Transportation	Phases shall be determined by actual trip count as outlined in this paragraph.	No action required.
Part III, ¶ 12(b)	Transportation	Developer shall provide all right of way necessary to construct the internal roadway network and shall be responsible for constructing roadway.	Completed. All roadways necessary for connectedness within each parcel has been assigned to each individual parcel owner.
Part III, ¶ 12(c)	Transportation	Developer is responsible for obtaining and constructing all turn lanes into Town Center including extension of Royal Palms to Old Kings and the Four-Laning of Old Kings.	Completed.
Part III, ¶ 12(d)	Transportation	During Phase 1, Developer shall construct Seminole Woods Extension from SR-100 to Old Kings Road.	Completed.
Part III, ¶ 12(e)	Transportation	Developer shall mitigate offsite impacts as outlined in this section.	All Phase 1 requirements have been completed.
Part III, ¶ 12(f)	Transportation	Before PM peak hour trips exceed 10,444, Developer shall install, or cause to be installed, box culvert that allows Royal Palms to be four-laned to Old Kings Road	Removed.
Part III, ¶ 12(g)	Transportation	Extend Lake Avenue to connect Town Center Parkway and Central Avenue	Incomplete.
Part III, ¶ 12(h)	Transportation	Extend City Place to connect to Royal Palms Parkway.	Incomplete.
Part III, ¶ 12(i)	Transportation	Four lane Town Center Parkway to Royal Palms Parkway.	Incomplete.
Part III, ¶ 13(a)	Air Quality	All fugitive dust control measures shall be undertaken during construction activities through the build-out of Town Center.	This requirement is ongoing and has been assigned to the individual property owners.

Part III, ¶ 13(b)	Air Quality	Trees shall be planted on internal road right-of-ways and parking areas.	This requirement is ongoing and has been assigned to the individual property owners.
Part III, ¶ 14(a)	Hurricane Evacuation	Access roads and parking lots of hotels shall be constructed above base flood plane.	This requirement is ongoing and has been assigned to the individual property owners.
Part III, ¶ 14(b)	Hurricane Evacuation	All residents of Town Center shall be given information about the vulnerability of the DRI DO to hurricanes.	This requirement is ongoing and has been assigned to the individual property owners.
Part III, ¶ 15(a)	Affordable Housing	Before beginning Phase 2 and 3, Developer shall assess affordable housing impact and implement any mitigation as may be required.	Completed.
Part III, ¶ 15(b)	Affordable Housing	No building permits shall be issued unless a minimum of 30% of all residential units for the previous phase have been constructed.	This requirement is ongoing and has been assigned to the individual property owners.
Part III, ¶ 16(a)	Police and Fire Protection	Before construction of a building over 35 feet tall, developer shall contribute equipment that can reach the height of the structure to be constructed.	Completed.
Part III, ¶ 16(b)	Police and Fire Protection	Before beginning a new phase, impact fees received will be reviewed against estimated costs for fire, ems, and police. If collected fees are insufficient, then Developer shall meet deficit.	Eliminated
Part III, ¶ 17(a)	Recreation and Open Space	Developer shall meet the LOS for recreation and open space as adopted in the City's Comprehensive Plan. The LOS shall be met as outlined in this paragraph.	All of Developer's required donations have been made. All donations required on a per project basis have been assigned to the individual property owners.

Part III, ¶ 17(b)	Recreation and Open Space	Developer shall mitigate environmental contamination that occurs to Lehigh Trail due to development activities. Developer shall coordinate with FDEP.	Eliminated as redundant.
Part III, ¶ 18	Historical and Archaeological Sites	Should any archeological site be found during construction of any site, all construction shall cease and the appropriate governing body shall be notified.	This requirement is ongoing and has been assigned to the individual property owners.