

Bill #  
Return to: C. Hoene  
City of Palm Coast  
264 Palm Coast Pkwy  
Palm Coast, FL 32137

OFF REC 0959 PAGE 1509

TOWN CENTER AT PALM COAST  
DEVELOPMENT OF REGIONAL IMPACT DEVELOPMENT ORDER

THIS DEVELOPMENT ORDER effective this 11<sup>th</sup>  
day of July, 2003 by and between  
Florida Landmark Communities, Inc., a  
Florida corporation (the "Developer") and  
the City of Palm Coast, a municipal  
corporation organized and existing under the  
laws of the State of Florida (the "City").

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

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

WHEREAS, whenever an action, right or eligibility of the  
Developer is referred to herein, the action may be taken by,  
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.

WHEREAS, the Town Center DRI is a proposed mixed-use  
development on approximately 1,557 acres located in the City

1                                    TOWN CENTER AT PALM COAST  
2                                    DEVELOPMENT OF REGIONAL IMPACT DEVELOPMENT ORDER

3                    THIS DEVELOPMENT ORDER effective this 11<sup>th</sup>  
4                    day of July, 2003 by and between  
5                    Florida Landmark Communities, Inc., a  
6                    Florida corporation (the "Developer") and  
7                    the City of Palm Coast, a municipal  
8                    corporation organized and existing under the  
9                    laws of the State of Florida (the "City").

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

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

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

27                    WHEREAS, the Town Center DRI is a proposed mixed-use  
28                    development on approximately 1,557 acres located in the City

1 at the northwest corner of the intersection of SR-100 and  
2 I-95. The project is bordered by I-95 to the east, SR-100 to  
3 the south, a major drainage canal to the north and Belle  
4 Terre Parkway to the west; and

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

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

13 WHEREAS, the Town Center DRI is consistent with the  
14 City's Comprehensive Plan in effect at the time of the  
15 approval of the Order; and

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

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

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

9 PART I

10 FINDINGS OF FACT AND CONCLUSIONS OF LAW

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

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

16 3. The Town Center DRI is consistent with the State's  
17 Comprehensive Plan and Rule 9J-5, *Florida Administrative*  
18 *Code*.

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

21 5. The Town Center DRI is consistent with the City's  
22 Comprehensive Plan.

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



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

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

3. **Land Use Totals.** The Town Center DRI may be developed up to, but not to exceed, the following:

<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

\* 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.

4. **Land Use Conversion Table.**

(a) Developer may increase certain land uses and simultaneously decrease other land uses without filing a Notice of Proposed Change provided that such changes are consistent with the conversion table attached as **Exhibit "C"** hereto (the "Conversion Table"), and provided that such changes do not have a substantial adverse effect or impact on public infrastructure facilities as determined by the City, and are reported in the Monitoring Reports, as provided for in Section 11 below.

Conversions (simultaneous increases and decreases) of total land uses, as shown in Section 3 above,

1 of no more than 10% of a land use (as measured by dwelling  
2 units, square feet, seats, rooms, or beds) shall be an  
3 entitlement of the Developer, but shall require City manager  
4 approval as a tracking mechanism. Conversions of land uses  
5 in excess of 10%, but in no event cumulatively more than 30%  
6 of a land use may occur, subject to City Council approval,  
7 to ensure that substantial and material adverse impacts on  
8 public facilities do not occur as a result of the  
9 conversion.

10 At the time of election of a land use  
11 conversion under the Conversion Table, Developer shall  
12 notify the City, DCA and the NEFRPC of the election and  
13 shall provide the DCA, the City, and the NEFRPC with  
14 cumulative land use totals and remaining allowable  
15 quantities in the next Monitoring Report.

16 (b) If a conversion is accomplished consistent  
17 with the criteria contained in the Conversion Table and no  
18 change is made to the Master Plan, additional DRI approvals  
19 will not be required for the subject land use conversion.

20 5. **Phasing, Buildout and Expiration.** The Town Center  
21 DRI shall be developed in three phases as shown on the  
22 following schedule:  
23  
24  
25

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

Land Use	Phase 1		Phase 2		Phase 3		Total	
	Sq. ft.	Units	Sq. ft.	Units	Sq. ft.	Units	Sq. ft.	Units
Residential		1,110/DU		865/DU		525/DU		2,500/DU
Office	325,000		575,000		500,000		1,400,000	
Retail	750,000		750,000		500,000		2,000,000	
Non-Retail	320,000		680,000		400,000		1,400,000	
Institutional	185,000		165,000		275,000		625,000	
Movie Theater		2,400						2,400
Lodging		140/rms		140/rms		200/rms		480/rms
Nursing Home		120/beds				120/beds		240/beds

- Notes: 1) The non-residential uses are stated in square feet of gross building area.  
 2) These land uses shall be integrated into the Town Center Mixed-Use Zoning as shown on the Master Plan.  
 3) Common Area includes all open space, areas for preservation and greenbelts that shall be available for the common use and enjoyment of all Town Center DRI property owners and visitors.

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

(a) 4-lane modified urban section extension of Seminole Woods Parkway from SR-100 to its intersection with Main Street. For purposes hereof, a modified urban section shall consist of a road section with the bottom of the roadside swale at an elevation above the seasonal high ground water table, non-mountable curb along the median side, ribbon curb along the swale side and drainage inlets within the swale.

1 (b) 2-lane modified urban section further extension  
2 of Seminole Woods Parkway from SR-100 to Old Kings Road.

3 (c) Construction of Main Street as a 2-lane modified  
4 urban section, from the traffic circle on Seminole Woods  
5 Parkway extension to the westerly traffic circle on Main  
6 Street, with diagonal parking adjacent to building sites.

7 (d) Construction of Main Street as a 4-lane modified  
8 urban section from the westerly traffic circle to a point  
9 approximately 800 feet east of Belle Terre Parkway.

10 (e) Construction of Main Street as a 4-lane urban  
11 section for a distance of approximately 800 feet eastward  
12 from Belle Terre Parkway.

13 (f) Extension of Eastwood Drive to Main Street as a  
14 3-lane urban section.

15 (g) Construction of Hospital Drive from Seminole  
16 Woods Parkway extension to the hospital site as a 2-lane  
17 urban section.

18 (h) Construction of the master drainage system for  
19 Town Center, which will create an extensive interconnected  
20 lake system.

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

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

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

4 (l) Site fill on selected development parcels.

5 (m) Environmental mitigation to offset impacts.

6 Prior to commencing Phase 2, as provided for in  
7 Section 12, under Part III below, Royal Palm Parkway shall be  
8 connected to Seminole Woods Parkway extension by a 2-lane  
9 urban section roadway with two canal crossings. During  
10 Phases 2 and 3, as development parcels are planned and  
11 developed, all the internal streets and drainage systems  
12 shall be constructed and utility services shall be extended  
13 as appropriate. Subject to wetlands constraints, the  
14 internal streets and interconnected driveways through parking  
15 areas shall create a grid roadway system, substantially as  
16 shown on **Exhibit "D"** hereto, to provide alternative means of  
17 ingress/egress throughout Town Center DRI.

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

20 (a) Seminole Woods Parkway extension - 100 feet.

21 (b) Main Street, between the traffic circles -  
22 65 feet.

23 (c) Main Street, other than between the traffic  
24 circles - 100 feet.

25 (d) Eastwood Drive to Main Street - 80 feet.

(e) Hospital Drive - 80 feet.

1 (f) Royal Palm Parkway - 124 feet, except where  
2 constrained east of the intersection with Seminole Woods  
3 Parkway extension.

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

11 Unused development rights from a particular phase  
12 shall carry over into the next phase until buildout.  
13 Physical development shall commence no later than January 1,  
14 2005.

15 Although the Town Center DRI is phased through 2020,  
16 buildout may not occur by that date. As a result, the DRI  
17 termination date and the expiration date of this Order are  
18 both established as of December 31, 2025.

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

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

1           8.    **Downzoning Protection.**    The Town Center DRI, as  
2 approved in this Order, shall not be subject to downzoning or  
3 reduction of land uses before December 31, 2025, unless  
4 Developer consents to such change, or the City demonstrates  
5 that substantial changes in the conditions underlying the  
6 approval of this Order have occurred or that this Order was  
7 based on substantially inaccurate information provided by  
8 Developer or that the changes are essential to public health,  
9 safety and welfare.

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

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

23           (b) the later adopted rule is being adopted  
24 pursuant to Section 403.061(27), *Florida Statutes*; or  
25

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

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

6 (e) the later adopted rule is required by state or  
7 federal law.

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

16 10. **Level of Service Standards.** The Town Center DRI  
17 shall be required to meet all level of service standards in  
18 the City's Comprehensive Plan and all requirements of the  
19 City's concurrency management system. However, pursuant to  
20 Section 163.3180(12), *Florida Statutes*, if authorized by the  
21 City's Comprehensive Plan, the Developer may satisfy the  
22 transportation concurrency requirements by meeting the  
23 transportation conditions contained in this Order. In  
24 addition, the onsite roadway system within the Town Center  
25 DRI shall be exempt from the City's Comprehensive Plan

1 concurrency requirements, with the exception of Seminole Woods  
2 Parkway extension.

3 11. **Biennial Reporting.** A biennial monitoring report for  
4 the Town Center DRI shall be prepared by Developer or its  
5 successors or assigns and shall be submitted to NEFRPC, DCA  
6 and the City no later than January 1, 2005 and then  
7 biennially thereafter until buildout (individually a  
8 "Monitoring Report" and collectively the "Monitoring  
9 Reports"). The Monitoring Reports shall be submitted  
10 consistent with the reporting requirements adopted in Section  
11 380.06(18), *Florida Statutes*, as amended from time to time.  
12 Each Monitoring Report shall include the following:

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

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

1 developed in the reporting period shall be provided by land  
2 use categories shown on the Master Plan.

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

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

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

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

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

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

17 (i) An assessment of Developer's or its successor's  
18 and local government's compliance with conditions and  
19 commitments contained in this Order.

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

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

1 (l) A description of any change in local  
2 governmental jurisdiction for any portion of the Town Center  
3 DRI since the effective date of this Order.

4 (m) Copies of monitoring reports completed during  
5 the previous reporting period on the created wetlands and  
6 stormwater/wetlands system as required by the permitting  
7 agencies.

8 (n) Traffic reports which shall also be submitted  
9 to the Florida Department of Transportation ("FDOT") District  
10 Urban Office in Orlando, Florida and FDOT District 5, as well  
11 as the City, the NEFRPC and DCA. The first traffic report  
12 shall be due concurrently with the first Monitoring Report  
13 and then biennially thereafter with each subsequent  
14 Monitoring Report until project buildout, unless otherwise  
15 specified by the NEFRPC. The following information shall be  
16 included:

17 (i) A description of current development by  
18 land use, type, location, and the amount of square footage,  
19 along with the proposed construction schedule for the ensuing  
20 24 month period, and appropriate maps.

21 A table showing the buildings which have  
22 been issued a Certificate of Occupancy within the reporting  
23 period and the trip generation for daily and peak hour  
24 traffic according to the use based on the latest available  
25 version of the ITE manual. This table shall provide a sum of

1 the total daily and peak hour trips generated for all  
2 development within the reporting period. A separate table  
3 shall include the same information for all development which  
4 has been issued a Certificate of Occupancy in the Town Center  
5 in previous reporting periods, thus providing a cumulative  
6 total for daily and peak hour trip generation for the entire  
7 Town Center (the "ITE Trip Generation Rates").

8 (ii) Actual traffic counts, turning movements  
9 and actual levels of service as determined and requested at a  
10 pre-Monitoring Report meeting by the City for each Monitoring  
11 Report. City, Flagler County ("County") and FDOT staff shall  
12 be invited by the Developer to each pre-Monitoring Report  
13 meeting. The methodology for any traffic analysis to  
14 determine levels of service shall be approved by the City and  
15 FDOT. Actual FDOT, City or County traffic counts shall be  
16 used whenever possible. If actual FDOT, City or County  
17 traffic counts are not available for a particular road or  
18 intersection or if available traffic counts are older than  
19 6 months, Developer shall retain, at its expense, a traffic  
20 engineering firm to collect the necessary counts, provided at  
21 the pre-Monitoring Report meeting, the City may elect to  
22 accept traffic counts that are older than 6 months. FDOT  
23 seasonal adjustment factors shall be used when adjusting or  
24 projecting traffic counts. If the City determines that  
25

1 reliable actual traffic counts are not available and cannot  
2 be collected, the ITE Trip Generation Rates shall be used.

3 (iii) A description of any new and/or improved  
4 roadways, traffic control devices or other transportation  
5 facility improvements to be constructed or provided by  
6 Developer or a governmental entity to accommodate the total  
7 existing and anticipated traffic demands.

8 (iv) A determination of whether or not air  
9 quality monitoring is warranted pursuant to the Florida  
10 Department of Environmental Protection Guidelines for  
11 Indirect Sources.

12 (o) A statement certifying that the NEFRPC, DCA,  
13 the City, and all affected agencies have been sent copies of  
14 the Monitoring Report in conformance with Subsections  
15 380.06(15) and (18), *Florida Statutes*. Developer shall  
16 ensure that appropriate agencies receive a copy of each  
17 Monitoring Report.

18 **12. Application for Proposed Changes.** Developer shall  
19 submit simultaneously to the City, the NEFRPC, and the DCA,  
20 any applications for proposed changes to the Town Center DRI  
21 and shall comply with the provisions of Section 380.06(19),  
22 *Florida Statutes*, concerning non-substantial deviations.

23 **13. Limitations of Approval.** The approvals provided in  
24 this Order shall not be construed to obviate the duty of  
25

1 Developer to comply with all other applicable local or state  
2 permitting procedures.

3 14. **Impact Fee Credits.** Developer or its assignee shall  
4 receive impact fee credits for impact fees that are paid in  
5 connection with development within the Town Center DRI in  
6 accordance with the provisions of the applicable impact fee  
7 ordinance or separate agreement with the City and/or County.

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

11 **To Developer:** Florida Landmark Communities, Inc.  
12 One Corporate Drive, Suite 3A  
13 Palm Coast, Florida 32137  
14 Attn: President  
15 Telephone: (386) 446-6226

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

22 **To the City:** City of Palm Coast  
23 P.O. Box 354610  
24 Palm Coast, Florida 32135-4610  
25 Attn: City Manager

1 Telephone: (386) 447-4255

2 **With a Copy to:** Stenstrom, McIntosh, Colbert, Whigham &  
3 Simmons

4 200 West First Street, Suite 22,  
5 Suntrust Bldg.

6 P.O. Box 4848

7 Sanford, Florida 32772-4848

8 Attn: William L. Colbert

9 Telephone: (407) 322-2171

10 16. **Severability.** In the event any stipulation, or any  
11 portion of any Section of this Order shall be declared  
12 invalid, 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,  
19 provided, however, that if the result of the severance of the  
20 stipulation or portion or Section results in harm to the  
21 public health, safety or welfare; results in a public harm;  
22 or substantially negates a public benefit or imposes a public  
23 burden; then the provisions of this Order shall be deemed not  
24 severable and this Order shall be reformulated and  
25 reconstituted by the City to address said matters.

1           17. **Rendition of Order to DCA.** Within 20 days of the  
2 approval and execution of this Order, the City shall render a  
3 copy of this Order, with all attachments certified as  
4 complete and accurate by certified mail, return receipt  
5 requested, to the DCA, Bureau of Local Planning, the NEFRPC,  
6 and the Developer.

7           18. **Other General Conditions.**

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

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

19           (c) The Developer acknowledges that the  
20 requirements and conditions of this Order as set forth herein  
21 result from the impacts of development of the DRI Property on  
22 public facilities and systems, are reasonably attributable to  
23 the development of the DRI Property, are based upon  
24 comparable requirements and commitments that the City or  
25 other agencies of government would reasonably expect to

1 require a developer to expend or provide, and are consistent  
2 with sound and generally accepted land use planning and  
3 development practices and principles.

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

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

4 **PART III**

5 **SPECIFIC CONDITIONS TO THIS DEVELOPMENT ORDER**

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

1 in full compliance with all applicable laws, rules and  
2 regulations. The Developer shall provide proper protection  
3 to the satisfaction of all agencies with jurisdiction over  
4 the matter.

5 **2. Wetlands.**

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

1 rights, including all remedies available under law, and  
2 providing, in the event USACE prevails in an enforcement  
3 action, for an award of attorney's fees, litigation fees and  
4 costs, at any level of enforcement, regardless of whether or  
5 not litigation is necessitated.

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

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

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

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

25 **3. Groundwater.**

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

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

- 13 (i) owner or tenant using the well;  
14 (ii) location of the well;  
15 (iii) well contractor who constructed the well;  
16 (iv) date of well construction;  
17 (v) use of the well;  
18 (vi) status of the well (is it being used  
19 currently or not?);  
20 (vii) well-casing diameter and total depth of  
21 the well; and  
22 (viii) does the well free flow or does it  
23 require pumping to remove the water from the ground?

24 4. **Surface Water.** A Limited Surface Water Quality  
25 Monitoring Plan ("SWQMP") shall be developed for Town Center

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

12 5. **Floodplains.** No development shall occur within the  
13 100-year floodplain as determined on the Flood Insurance Rate  
14 Maps, other than canal crossings. All canal crossings shall be  
15 elevated or flood-proofed to the height that is at a minimum  
16 of two feet above the base flood elevation of the 100-year  
17 floodplain NGVD-1929.

18 6. **Water Supply.**

19 (a) Development of the Town Center DRI shall occur  
20 concurrent with a provision of adequate central potable water  
21 service meeting the adopted level of service in the City's  
22 Comprehensive Plan. Sufficient capacity exists to accommodate  
23 Phase 1 development of the Town Center DRI; no building permit  
24 shall be issued for any subsequent phase of the Town Center  
25 DRI until sufficient capacity exists from the water utility to

1 provide potable water meeting the adopted level of service in  
2 the City's Comprehensive Plan. As also provided for in  
3 Subsection (h), Section 11, under PART II above, each  
4 Monitoring Report shall include an analysis, conducted by an  
5 appropriate professional, approved by the City, whose analysis  
6 shall be conducted in accordance with sound and generally  
7 accepted professional practices and principles, as approved by  
8 the City. The analysis shall demonstrate that there will be  
9 sufficient capacity of potable water serving Town Center DRI  
10 for the anticipated development for the ensuing reporting  
11 period.

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

16 (c) Irrigation shall use stormwater, and when  
17 available to the site, reclaimed water shall serve as a backup  
18 source. No potable water shall be used for irrigation, except  
19 on a temporary basis until a stormwater or reclaimed water  
20 source is available or if approved by the City.

21 (d) Water conservation strategies, including  
22 Xeriscape landscape techniques and low-flow plumbing fixtures  
23 shall be incorporated into the construction, operation and  
24 maintenance phases of the Town Center DRI, and shall be  
25 included in the covenants and deed restrictions as approved by

1 the City. The conservation strategies shall include, but are  
2 not limited to, the following conditions:

3 (i) 50% of planted vegetation, by aerial  
4 extent, shall consist of native, drought tolerant or Xeriscape  
5 vegetation in all landscaped areas. Landscaped areas include  
6 turf, planted vegetation and mulch, however, they do not  
7 include hardscaped areas.

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

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

18 (iv) Use of private irrigation wells and use of  
19 potable water for irrigation are prohibited unless approved by  
20 the City.

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

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

1           7. **Wastewater Management.** Development within Town Center  
2 DRI shall occur concurrent with the provision of adequate  
3 central sewer service meeting the adopted level of service of  
4 the City's Comprehensive Plan.

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

16           (b) Septic tanks are prohibited within the Town  
17 Center DRI. Temporary surface tanks may be used to provide  
18 sewage service to construction and marketing trailers until  
19 central sewer lines are installed.

20           8. **Stormwater Management.**

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

24           (b) Developer shall use porous parking materials  
25 such as grasspave, gravelpave, turfstone, pavers or other

1 innovative methods, including reduced parking and increased  
2 landscaping, to decrease impervious surfaces on all remote,  
3 intermittent, or overflow parking. Developer shall strive for  
4 a 25% reduction in required impervious parking surfaces as a  
5 significant effort to reduce development related runoff  
6 associated with impervious parking surfaces.

7 (c) Outfall control structures shall regulate post-  
8 development flows such that pre-development levels are not  
9 exceeded.

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

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

24 (i) An individual shall be identified, subject  
25 to approval by the city, to monitor compliance with the SWPPP.

1 The SJRWMD and FDEP shall be notified as to the individual who  
2 is responsible for monitoring the SWPPP within the Town Center  
3 DRI. At a minimum, this responsible individual shall:

4 • Be trained in erosion control  
5 implementation techniques.

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

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

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

19 • Submit a brief narrative update to the  
20 City, FDEP and SJRWMD quarterly on activities and progress or  
21 be available to meet with FDEP for quarterly site visits,  
22 unless FDEP deems the visit unnecessary. Upon proper  
23 identification, City, SJRWMD and FDEP personnel shall be  
24 granted access to the DRI Property.  
25

1 (ii) Attendance at all pre-construction  
2 conferences.

3 (iii) Conduct homeowner's stormwater training  
4 programs.

5 (iv) Conduct contractor's stormwater training  
6 programs.

7 (v) Conduct periodic inspections of  
8 construction sites.

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

12 (vii) Annual reporting summaries of items (i)  
13 through (vi) above.

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

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

23 (g) The following shall trigger the need for some  
24 form of water quality monitoring program to be developed at  
25

1 such time that FDEP or the City determines one of the  
2 following conditions have been met:

3 (i) The conditions of the SWPPP monitoring  
4 program are not met;

5 (ii) Piezometers and staff gauges show negative  
6 changes in wetland hydrology that cannot be attributed to  
7 natural causes;

8 (iii) The FDEP or the City receives  
9 substantiated concerns about water quality problems caused by  
10 the Developer;

11 (iv) Sampling results of FDEP or the City shows  
12 a water quality violation per requirements established in  
13 Chapter 62-302 *Florida Administrative Code* or other  
14 established regulatory water quality standard; or

15 (v) If discharges cause hydrologic alterations,  
16 such as stream canalization; other such alterations that would  
17 warrant sampling or the FDEP or the City has reason to suspect  
18 water quality violation associated with the development of  
19 Town Center DRI.

20 9. **Solid Waste.**

21 (a) Development of Town Center DRI shall occur  
22 concurrent the provisions of adequate solid waste service  
23 meeting the adopted level of service in the City's  
24 Comprehensive Plan.  
25

1 (b) Development within the Town Center DRI or  
2 individual phases shall not occur until adequate permitted  
3 capacity is verified from the identified service provider or a  
4 substitute. As also provided for in Subsection (h),  
5 Section 11, under PART II above, each Monitoring Report shall  
6 include an analysis demonstrating that there will be  
7 sufficient capacity of solid waste facilities serving Town  
8 Center DRI for anticipated development for the ensuing  
9 reporting period.

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

15  
16 **10. Donation of Utility Facilities.**

17 All water and sewer lines and related facilities that  
18 are installed or constructed on the DRI Property (collectively  
19 the "Utility Facilities") shall be donated to the City,  
20 without charge, upon the City's request. In the event the  
21 Utility Facilities are dedicated or title thereto is otherwise  
22 transferred to the CDD, as planned by the Developer, the  
23 provisions hereof shall run with the title and the CDD shall  
24 be obligated to donate the Utility Facilities to the City,  
25 without charge, upon the City's request.

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

2           (a) Developer shall convey to the City title to the  
3 site that is labeled Public Facility Site on the sketch that  
4 is attached as **Exhibit "E"** hereto (the "Public Facility  
5 Site"). The City shall take title to the Public Facility  
6 Site subject to a restriction limiting the uses thereof to  
7 the following: fire station; police station; emergency  
8 management services; parking for public vehicles and  
9 equipment; parks; recreational facilities; and any other  
10 public use approved by the Developer.  
11

12           Developer shall include the Public Facility Site, as  
13 a separate platted lot, in the plat that will also include  
14 Seminole Woods Parkway extension, which Developer shall  
15 submit to the City within 12 months following the effective  
16 date of this Order (the "Parkway Plat"). Seller shall convey  
17 to the City title to the Public Facility Site within 90 days  
18 following the date the Parkway Plat is recorded.  
19

20           (b) In addition to the Public Facility Site, at the  
21 option of the City, exercisable by the City at any time  
22 within 6 months following the effective date of this Order,  
23 the City may agree to convey to Developer title to the land  
24 that is labeled City's Exchange Land on the sketch that is  
25 attached as **Exhibit "E"** hereto (the "City's Exchange Land")  
in exchange for the 3 sites that are labeled on the sketch

1 that is attached as **Exhibit "E"** hereto, and referred to  
2 herein, as "Site A," "Site B" and "Site C" (collectively the  
3 "Town Core Public Land").

4 (c) If the City exercises the option provided for in  
5 (b) above, the City shall obtain appraisals of the current  
6 market value of the City's Exchange Land ("Appraised Value of  
7 City's Land") and the Town Core Public Land ("Appraised Value  
8 of Public Land"). The Appraised Value of the Public Land  
9 shall be specifically allocated among Site "A", Site "B" and  
10 Site "C". If the Appraised Value of the City's Land exceeds  
11 the Appraised Value of the Public Land, upon closing of the  
12 exchange, Developer shall pay the City the difference in  
13 cash. If the Appraised Value of the Public Land exceeds the  
14 Appraised Value of the City's Land, the difference shall be  
15 regarded as a donation by the Developer to the City for  
16 public purposes. Appraisals shall be accomplished by an  
17 appraiser of the City's choice who is a member of the  
18 Appraisal Institute (MAI) or the American Society of  
19 Appraisers (ASA).  
20

21 (d) The City shall take title to the Town Core  
22 Public Land subject to the following:

23 • Site "A" - A restriction limiting the uses  
24 to City governmental buildings ("Site "A" Primary Allowable  
25 Use"), a library, a museum, parks and public places for

1 outdoor entertainment and festivals; and an assignable  
2 drainage easement to and over the lake that will be excavated  
3 within the permitted areas within Site "A" to be used  
4 consistent with the overall permitted stormwater management  
5 plan for the Town Center DRI; and a shared parking covenant  
6 which provides that any parking area that is constructed on  
7 Site "A" shall be available to the public, except a  
8 reasonable number of parking spaces may be reserved for City  
9 employees and visitors at City offices and all of the parking  
10 may be reserved, as needed and as permitted by the City, for  
11 events that takes place on Site "A".  
12

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

16 • Site "C" - A restriction limiting the use  
17 to a cultural arts and/or performing arts center (Site "C"  
18 Primary Use") that may include educational facilities,  
19 galleries, a museum, a library and parks, with areas for  
20 outdoor entertainment and festivals; and a shared parking  
21 covenant which provides that any parking area that is  
22 constructed on Site "C" shall be available to the public,  
23 except up to 10% of the available parking spaces may be  
24 reserved for employees who work at Site "C" and visitors to  
25

1 Site "C" and all of the parking may reserved, as needed, for  
2 events that take place on Site "C."

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

6 • Title to Site "A" may, at Developer's  
7 election, revert to Developer if construction of the Site A  
8 Primary Allowable Use is not commenced thereon within 5 years  
9 from the date the City takes title to Site "A".

10 • Title to Site "B" may, at Developer's  
11 election, revert to Developer in the event construction of a  
12 Site "B" Allowable Use is not commenced thereon within  
13 6 years from the date the City takes title to Site "B".

14 • Title to Site "C" may, at Developer's  
15 election, shall revert to Developer in the event that  
16 construction of the Site "C" Primary Allowable Use is not  
17 commenced thereon within 10 years from the date the City  
18 takes title to Site "C".

19 • Title to Site "A", and/or Site "B" and/or  
20 Site "C" shall revert to the Developer, as to the particular  
21 site, in the event that construction, as provided herein, as  
22 to the particular site, is commenced thereon within the time  
23 limit required but a minimum of 5,000 square feet of floor  
24 area in each of the 3 sites is not completed within 2 years  
25

1 following commencement as a result of abandonment of the  
2 construction project by the City or other public or quasi  
3 public entity that is building the facility on the site.  
4 Election by Developer to cause the reversion must occur  
5 within 180 days of the date that said right to reversion  
6 springs into effect.

7  
8 In the event title to Site "A" and/or  
9 Site "B" and/or Site "C" reverts to Developer, title thereto  
10 shall not vest in Developer until Developer pays the City the  
11 appraised value thereof, in the amount shown for the site in  
12 the Appraised Value of Public Land for each particular site  
13 that is the subject of the reversion. Payment must be made  
14 within 90 days of the election of the reversion by the  
15 Developer.

16 (f) The Developer shall take title to the City's  
17 Exchange Land subject to a deed restriction limiting uses to  
18 attached or detached residential dwelling units and any  
19 medical and/or recreational facilities that are ancillary to  
20 the primary residential use. The deed restriction shall be  
21 an independent right of the City and is not a land  
22 development regulation restriction.

23 (g) If the City exercises its option to acquire the  
24 Town Core Public Land, within 6 months from the date of  
25 exercise, the Developer shall include Site "A", Site "B" and

1 Site "C", as separate platted lots, in a plat which includes  
2 the entire urban core area of the Town Center DRI (the "Urban  
3 Core Plat"). Developer shall convey to the City title to the  
4 Town Core Public Land and the City shall convey to the  
5 Developer title to the City's Exchange Land within 90 days  
6 following the date the Urban Core Plat is recorded (the  
7 "Property Exchange").

8 (h) The City shall be responsible for any site  
9 preparation costs, including fill costs, for the Public  
10 Facility Site and the Developer shall be responsible for all  
11 site preparation costs, including fill costs, for the City's  
12 Exchange Land and the Town Core Public Land. If it has not  
13 already done so, within 6 months following the Property  
14 Exchange, the Developer shall construct streets and extend  
15 utility services to Site "A", Site "B" and Site "C" and clear  
16 and fill Site "A", Site "B" and Site "C" to or above the 25  
17 year storm elevation so buildings can be constructed thereon  
18 without further site preparation costs, other than fill for  
19 building pads.  
20

21 (i) All costs associated with the conveyance of the  
22 Public Facility Site and the Town Core Public Land to the City  
23 and conveyance of the City's Exchange Land to the Developer  
24 shall be paid by the Developer. The Developer shall also  
25 ensure that the Public Facility Site and the City's Exchange

1 Land are conveyed without lien, encumbrance, or special  
2 assessment, and that marketable title shall vest in the City.

3 (j) If the Developer acquires title to the City's  
4 Exchange Land and the City's Exchange Land is designated on  
5 the City's Comprehensive Land Use Plan as DRI or other  
6 classification that is consistent with Developer's plan to use  
7 the land for multi-family residential purposes, then, in that  
8 event, the DRI Property shall include the City's Exchange Land  
9 and the Master Plan shall be automatically modified to include  
10 the City's Exchange Land, provided the addition of the City's  
11 Exchange Land to the Town Center DRI shall not increase the  
12 permitted land use totals from that shown in Section 3, under  
13 Part II above.

14 **12. Transportation.**

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

	Build-Out	Daily Trips	PM Peak	Cumulative	
				Daily Trips	PM Peak
Phase 1	2010	56,565	5,226	56,565	5,226
Phase 2	2015	56,742	5,218	113,307	10,444
Phase 3	2020	42,953	4,048	156,260	14,492

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

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

12 (d) During development of Phase 1, the Developer  
13 shall be responsible for the construction of Seminole Woods  
14 Parkway extension from SR-100 to Old Kings Road and Eastwood  
15 Boulevard from Belle Terre Parkway to Main Street, including  
16 all intersection improvements, turn lanes, and signalization  
17 when warranted. Trips generated from Town Center DRI shall  
18 not exceed 550 actual PM peak hour trips before construction  
19 of Seminole Woods Parkway extension is completed. All  
20 additional necessary right-of-way as provided for in this  
21 Order shall be conveyed by the Developer (or the CDD) to the  
22 City without lien or encumbrance with marketable title vesting  
23 in the grantee.

24 (e) Pursuant to Section 163.3180(12), Florida  
25 Statutes, the Developer shall mitigate offsite transportation

impacts for Town Center DRI, equal to 14,492 actual PM peak hour trips, as measured and reported in the Monitoring Reports, as 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.	Within 90 days following the effectiveness of this Order.	\$180,000	-
		(2) \$400,000 cash contribution to FDOT to redesign the new I-95 structure over SR-100.	Within 90 days following the effectiveness of this Order.	\$400,000	-
		(3) \$3,250,000 cash contribution to FDOT to construct the new I-95 structure over SR-100.	On or before June 1, 2005.	\$3,250,000	-
		(4) Construct 2-lane connection of Royal Palm Parkway to Seminole Woods Parkway extension (.75 miles)	Prior to 5,226 actual PM peak hour trips.	\$525,000	-
					\$ 966,422
Phase 2	\$3,523,607 - \$966,422 credit from Phase 1 = \$2,557,185	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 sidewalks on both sides.	Prior to 5,226 actual PM peak hour trips.	\$6,750,000	
					\$4,192,815
Phase 3	\$7,562,214 - \$4,192,815 credit from Phase 2 = \$3,369,399	Any one or combination of the Roadway/ Intersection improvements listed for Phase 3 on Exhibit "G" hereto, the cost of which, as shown on Exhibit "G",	Prior to 10,444 actual PM peak hour trips  -OR-		

Phase	Developer's Prop. Share (See Exhibit "G" hereto)	Mitigation Payment/ Project	Mitigation Schedule	Mitigation Credit*	Excess Credit Applied to Next Phase*
		equals or exceeds Developer's Proportionate Share for Phase 3, less credit from Phase 2.  -OR-  Prior to 10,444 actual PM peak hours 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) req. for mitigation.	As needed to mitigate transportation impacts from Town Center DRI, as determined from the M&M Report.	\$3,369,399	
Total Phases 1 - 3	\$14,474,399	-	-	\$14,474,399	-

\* The dollar figures express herein are 2002 dollars. Phase III project costs or Phase III funds paid to the City 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 completed the Phase 3 mitigation or prepared the M&M Report. If Developer elects to prepare the M&M Report, preparation of the M&M Report shall be preceded by a

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

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

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  
4 Developer's proportionate share of the cost of roadway  
5 improvements needed for Town Center DRI, equal to 14,492  
6 actual PM peak hour trips, as measured and reported in the  
7 Monitoring Reports, shall be offset, in whole or in part,  
8 through impact fee credits, as provided for in Section 14,  
9 under Part II above. A summary of all Developer improvements  
10 and donations is setforth on **Exhibit "H"** hereto.  
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  
16 will enable Royal Palm Parkway extension to be 4-laned to Old  
17 Kings Road without requiring modifications to the I-95  
18 overpass under which the Royal Palm Parkway extension will be  
19 located.

20 **13. Air Quality.**

21 (a) The following fugitive dust control measures  
22 shall be undertaken during all construction activities  
23 throughout build out of Town Center DRI and may be monitored  
24 by FDEP and the City:  
25

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

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

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

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

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

17 **14. Hurricane Evacuation.**

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

20 (b) All residents of Town Center DRI shall be  
21 provided with information regarding the vulnerability of Town  
22 Center DRI to the impacts of hurricanes. This information  
23 shall take the form of educational materials designed to  
24 increase evacuation participation.

25 **15. Affordable Housing.**

1 (a) Prior to the initiation of Phases 2 and 3, the  
2 Developer shall reassess affordable housing impacts based upon  
3 the requirements of 9J-2.048, *Florida Administrative Code*.  
4 Any required mitigation shall be implemented by means of an  
5 amendment to this Order.

6 (b) An appropriate mix of residential development  
7 has been proposed by the Developer. No building permits for a  
8 subsequent phase shall be issued unless a minimum of 30% of  
9 the residential units for the previous phase, as depicted in  
10 the development program and phasing schedule setforth in  
11 Section 5, under Part II above, have been constructed.

12 **16. Police and Fire Protection.**

13 (a) Prior to the construction of any structure  
14 exceeding 35 feet in height, the Developer shall contribute  
15 fire equipment capable of reaching to the height of the  
16 structure to be constructed. Developer shall be eligible for  
17 fire impact fee credits as provided for in the impact fee  
18 ordinance in effect at the time the credit is requested or  
19 otherwise agreed to by the City.

20 (b) Before commencement of each phase of Town Center  
21 DRI, a summary of impact fees shall be reviewed against the  
22 estimated cost for fire, EMS and police services needed. If  
23 fees paid are not sufficient to address identified needs,  
24 Developer shall pay for the fair share of the unmet costs. The  
25 costs for fire shall be based upon the development square

1 footage within the service delivery area. The cost of police  
2 shall be based upon population and square footage of  
3 development within the service area and an officer ratio of  
4 1 officer and support staff for each 1,300 residents.

5 **17. Recreation and Open Space**

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

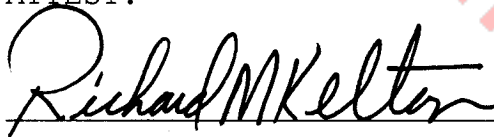
18 (b) The Developer shall institute adequate  
19 engineering and institutional controls to mitigate for any  
20 development activities or public access areas that connect to  
21 the Lehigh Trail to mitigate for existing environmental  
22 contamination. The Developer shall coordinate such measures  
23 with the Northeastern District FDEP Hazardous Waste Cleanup  
24 Section.

1 18. Historical and Archaeological Sites. Should  
2 historical or archaeological artifacts be discovered in the  
3 course of development of Town Center DRI, the Department of  
4 State, Bureau of Historic Preservation, Developer shall  
5 immediately notify the Division of Historical Resources. No  
6 disruption of the findings shall be permitted until the  
7 investigation is complete and the Division of Historical  
8 Resources has rendered a recommendation, which shall be  
9 binding on the Developer.

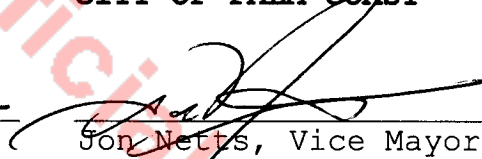
10 WHEREFORE, the parties hereto have caused these presents  
11 to be signed all as of the date and year first above written.

12 ATTEST:

CITY OF PALM COAST

13   
14 \_\_\_\_\_

15 Richard M. Kelton,  
16 City Manager

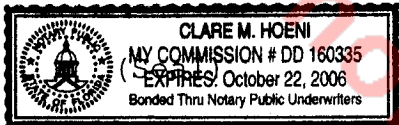
13   
14 \_\_\_\_\_

15 Jon Netts, Vice Mayor Acting for  
16 Jim V. Canfield, Mayor

1 STATE OF FLORIDA )  
2 COUNTY OF FLAGLER )

3 The foregoing instrument was acknowledged before me  
4 this 11<sup>th</sup> day of July, 2003, by ~~James V. Canfield~~ and  
5 Richard M. Kelton, the <sup>Vice</sup> Mayor and City Manager respectively,  
6 for and on behalf of the City of Palm Coast, Florida, who are  
7 personally known to me and who did not take an oath.

8 WITNESS my hand and official seal this 11<sup>th</sup> day of July,  
9 2003.



Clare M. Hoeni  
Signature

Clare M. Hoeni  
Printed Name

13 WITNESSES:

14  
15 Eileen L. Linchan  
Signature

16 Eileen L. Linchan

17 Printed Name

18 Office Mgr.  
19 Title

13 **FLORIDA LANDMARK**  
14 **COMMUNITIES, INC.**, a Florida corporation

15 William I. Livingston  
Signature

17 William I. Livingston  
Printed Name

18 President  
19 Title

20 STATE OF FLORIDA )  
21 COUNTY OF FLAGLER )

22 The foregoing instrument was acknowledged before me this  
23 8 day of July, 2003, by William I Livingston the  
24 President, for and on behalf of the FLORIDA LANDMARK  
25

1 COMMUNITIES, INC., who is personally known to me and who did  
2 not take an oath.

3 WITNESS my hand and official seal this 8<sup>th</sup> day of July,  
4 2003.

Eileen L. Linehan  
Signature

(Seal)

Printed Name

7 ada\town center dev od-final  
6/16/03



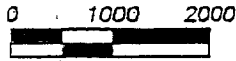
Eileen L. Linehan  
My Commission CC#25049  
Expires June 10, 2004

Unofficial Copy

**LIST OF EXHIBITS**

- "A" - DRI Property
- "B" - Town Center at Palm Coast Master Plan, Map H
- "C" - Conversion Table
- "D" - Internal Street Layout
- "E" - City's Exchange Land
- "F" - SWPPP
- "G" - Proportionate Share Calculation
- "H" - Developer Improvements and Donations

Unofficial Copy



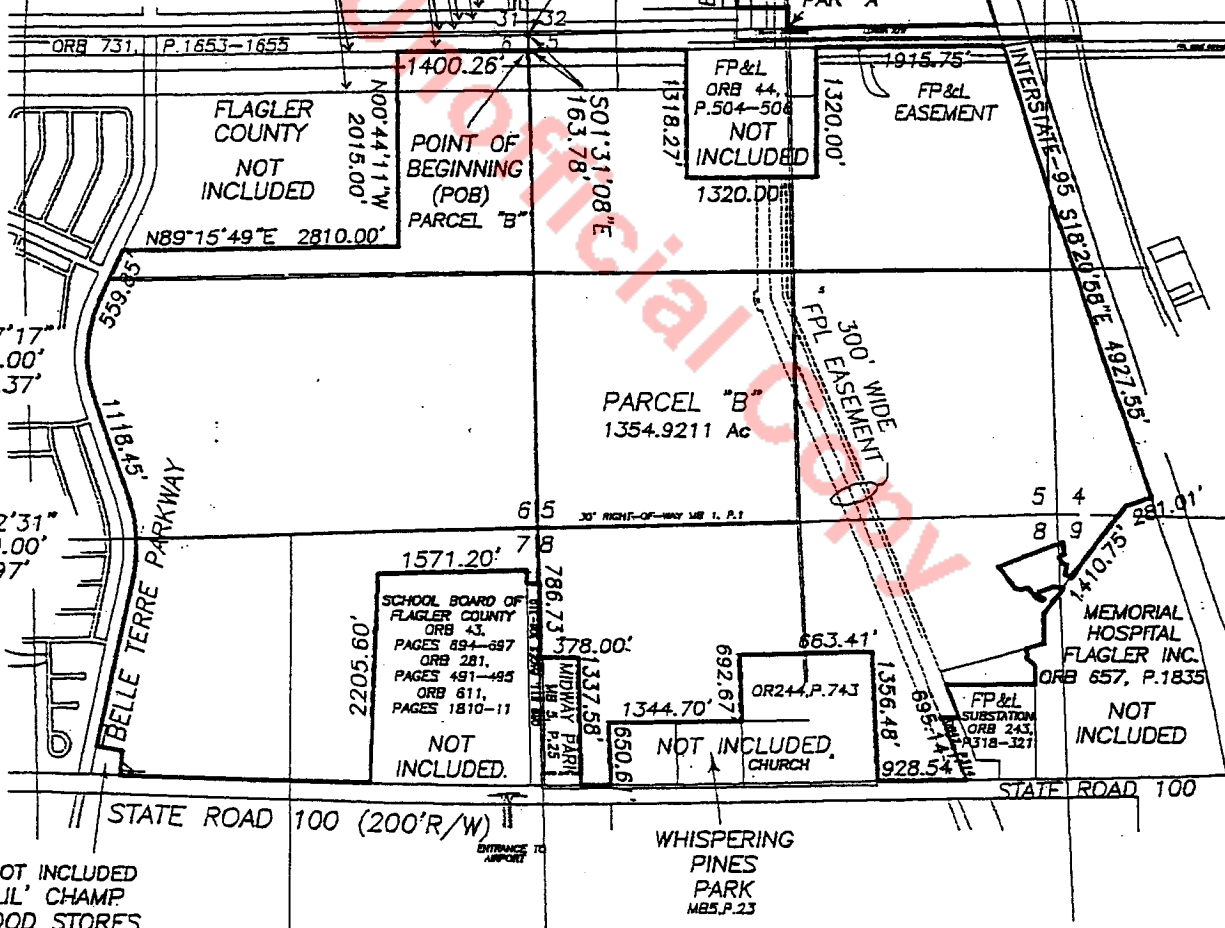
SCALE:  
1" = 2000 FEET

RESERVED FOR RECORDING INFORMATION

DIVISION PLAT EASTHAMPTON  
SECTION 34 PALM COAST,  
MAP BOOK 11, PAGES 30-49.

POINT OF REFERENCE  
PARCELS A & B  
NORTHWEST CORNER  
OF SECTION 5,  
& SOUTHWEST CORNER  
OF SECTION 32

ROYAL PALMS PARKWAY  
ROYAL PALMS WATERWAY  
LEHIGH GREENWAY RAIL TRAIL  
FLORIDA POWER & LIGHT Co. EASEMENT



D=42°27'17"  
R=1400.00'  
L=1037.37'

D=29°32'31"  
R=1600.00'  
L=824.97'

NOT INCLUDED  
LIL' CHAMP  
FOOD STORES  
ORB 594, P.648 & 649



# TOMOKA ENGINEERING

CIVIL ENGINEERING & LAND SURVEYING SINCE 1976  
DAYTONA BEACH FLAGLER/PALM COAST  
Main Office: 900 So. Ridgewood Ave., Daytona Beach, FL 32114  
Phone: 386-257-1600 Fax: 386-257-1601  
email: tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com

SKETCH  
AND  
DESCRIPTION

PROJECT NO.	T1037FLCI
DRAWING REFERENCE No.	1037SL-ALL
DATE	FEB 25, 2002
SHEET NO.	1 OF 4

SKETCH AND DESCRIPTION

OFF REC 0959 PAGE 1566

RESERVED FOR RECORDING INFORMATION

**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°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°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°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°40'55" WEST ALONG THE EASTERLY BOUNDARY OF AND DEPARTING SAID PLAT SECTION-28 A DISTANCE OF 4569.91 FEET, THENCE NORTH 21°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°20'58" EAST ALONG SAID RIGHT-OF-WAY A DISTANCE OF 1809.43 FEET, THENCE NORTH 89°52'23" EAST A DISTANCE OF 290.97 FEET, THENCE SOUTH 33°20'58" EAST A DISTANCE OF 502.28 FEET, THENCE SOUTH 18°20'58" 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°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.

SURVEYOR'S NOTES:

1. BEARINGS LOCALLY REFERENCED TO THE WEST LINE OF THE NORTHWEST QUARTER (1/4) OF GOVERNMENT SECTION 5, TOWNSHIP 12 SOUTH, RANGE 31 EAST, BEING SOUTH 01°31'08" EAST.
2. THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS AND/OR OTHER MATTERS NOT SHOWN ON THIS DRAWING WHICH MAY BE FOUND IN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.
3. THIS IS NOT A BOUNDARY SURVEY.

ABBREVIATIONS

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

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

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

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



LB #2232

**TOMOKA ENGINEERING**  
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976  
DAYTONA BEACH FLAGLER/PALM COAST  
Main Office: 900 So. Ridgewood Ave, Daytona Beach, FL 32114  
Phone: 386-257-1600 Fax: 386-257-1601  
email: tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com

SKETCH  
AND  
DESCRIPTION

PROJECT NO.	T1037FLC1
DRAWING REFERENCE No.	1037SL-ALL
DATE	FEB 25, 2002
SHEET NO.	2 OF 4

SKETCH AND DESCRIPTION

OFF REC 0959 PAGE 1567

RESERVED FOR RECORDING INFORMATION

**DESCRIPTION: PARCEL "B"**

A PARCEL OF LAND LYING WITHIN GOVERNMENT SECTIONS 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°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°15'49" EAST A DISTANCE OF 1595.15 FEET, THENCE SOUTH 00°39'41" EAST A DISTANCE OF 1318.27 FEET, THENCE NORTH 89° 20'19" EAST A DISTANCE OF 1320.00 FEET, THENCE NORTH 00°39'41" WEST A DISTANCE OF 1320.00 FEET, THENCE NORTH 89°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°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°39'02" WEST ALONG THE NORTHERLY BOUNDARY LINE OF SAID HOSPITAL LANDS A DISTANCE OF 281.01 FEET, THENCE SOUTH 36°24'53" WEST A DISTANCE OF 947.44 FEET, THENCE DEPARTING SAID BOUNDARY OF HOSPITAL NORTH 53°36'18" WEST A DISTANCE OF 61.27 FEET, THENCE NORTH 08°33'46" EAST A DISTANCE OF 99.48 FEET, THENCE NORTH 63°16'51" WEST A DISTANCE OF 51.99 FEET, THENCE NORTH 35°29'45" WEST A DISTANCE OF 69.86 FEET, THENCE NORTH 46°37'11" EAST A DISTANCE OF 34.40 FEET, THENCE NORTH 66°03'22" EAST A DISTANCE OF 38.81 FEET, THENCE NORTH 07°07'30" WEST A DISTANCE OF 71.05 FEET, THENCE NORTH 15°25'07" WEST A DISTANCE OF 57.60 FEET, THENCE SOUTH 68°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°48'21" WEST A DISTANCE OF 688.90 FEET, THENCE SOUTH 39°53'49" EAST A DISTANCE OF 291.02 FEET, THENCE SOUTH 76°28'18" EAST A DISTANCE OF 64.12 FEET, THENCE NORTH 67°07'05" EAST A DISTANCE OF 72.01 FEET, THENCE SOUTH 39°14'51" EAST A DISTANCE OF 153.66 FEET, THENCE SOUTH 62°37'27" EAST A DISTANCE OF 59.26 FEET, THENCE NORTH 46°11'10" EAST A DISTANCE OF 36.29 FEET, THENCE NORTH 51°11'25" WEST A DISTANCE OF 74.59 FEET, THENCE NORTH 31°41'14" EAST A DISTANCE OF 38.19 FEET, THENCE NORTH 69°00'23" EAST A DISTANCE OF 148.98 FEET, THENCE SOUTH 78°58'19" 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°24'53" WEST A DISTANCE OF 336.01 FEET, THENCE SOUTH A DISTANCE OF 320.20 FEET, THENCE SOUTH 74°31'57" WEST A DISTANCE OF 196.13 FEET, THENCE DEPARTING SAID NORTHWEST BOUNDARY LINE OF HOSPITAL SOUTH 02°47'32" EAST A DISTANCE OF 109.00 FEET, THENCE SOUTH 49°04'23" EAST A DISTANCE OF 109.00 FEET, THENCE SOUTH 00°50'55" EAST A DISTANCE OF 190.00 FEET, THENCE SOUTH 89°09'05" WEST A DISTANCE OF 924.56 FEET, THENCE SOUTH 21°34'23" EAST A DISTANCE OF 370.29 FEET, THENCE SOUTH 89° 07'49" WEST A DISTANCE OF 181.73 FEET, THENCE SOUTH 21°34'21" EAST A DISTANCE OF 695.14 FEET TO A



**TOMOKA ENGINEERING**

CIVIL ENGINEERING & LAND SURVEYING SINCE 1976  
DAYTONA BEACH FLAGLER/PALM COAST  
Main Office: 900 So. Ridgeswood Ave., Daytona Beach, FL 32114  
Phone: 386-257-1600 Fax: 386-257-1601  
email: tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com

SKETCH  
AND  
DESCRIPTION

PROJECT NO.	T1037FLCI
DRAWING REFERENCE No.	1037SL-ALL
DATE	FEB 25, 2002
SHEET NO.	3 OF 4

SKETCH AND DESCRIPTION

OFF REC 0959 PAGE 1568

RESERVED FOR RECORDING INFORMATION

POINT ON THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD 100 (200'R/W), THENCE SOUTH 89° 09'05" WEST ALONG SAID RIGHT-OF-WAY A DISTANCE OF 928.54 FEET, THENCE DEPARTING STATE ROAD 100 NORTH 02°23'06" WEST A DISTANCE OF 1356.48 FEET, THENCE SOUTH 88°41'00" WEST A DISTANCE OF 663.41 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST (NE) QUARTER (1/4) OF SECTION 8, THENCE SOUTH 88°49'35" WEST A DISTANCE OF 668.63 FEET, THENCE SOUTH 02°08'49" EAST A DISTANCE OF 692.67 FEET, THENCE SOUTH 88°59'33" WEST A DISTANCE OF 1344.70 FEET, THENCE SOUTH 01°32'05" EAST A DISTANCE OF 650.61 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD 100, THENCE SOUTH 89°09'05" WEST ALONG SAID RIGHT-OF-WAY A DISTANCE OF 297.82 FEET, THENCE DEPARTING STATE ROAD 100 NORTH 01°13'40" WEST ALONG THE EASTERLY BOUNDARY LINE OF PLAT OF MIDWAY PARK, MAP BOOK 5, PAGE 25, A DISTANCE OF 1337.58 FEET, THENCE SOUTH 88°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°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° 17'00" WEST A DISTANCE OF 125.00 FEET, THENCE NORTH 01°13'33" WEST A DISTANCE OF 140.00 FEET, THENCE SOUTH 88°17'00" WEST ALONG THE NORTH LINE OF FLAGLER COUNTY SCHOOL BOARD LANDS A DISTANCE OF 1571.20 FEET, THENCE SOUTH 01°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°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°55'36" EAST ALONG THE EAST BOUNDARY LINE OF SAID LIL' CHAMP LAND A DISTANCE OF 250.00 FEET, THENCE NORTH 78°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°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°32'31", A RADIUS OF 1600.00 FEET, A CHORD BEARING OF NORTH 03°32'53" WEST AND A CHORD DISTANCE OF 815.86 FEET TO A POINT OF TANGENCY, THENCE NORTH 18°19'09" WEST A DISTANCE OF 1118.45 FEET TO A POINT OF CURVATURE, CONCAVE EASTERLY, THENCE NORTHERLY A DISTANCE OF 1037.37 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 42°27'17", A RADIUS OF 1400.00 FEET, A CHORD BEARING OF NORTH 02°54'30" EAST AND A CHORD DISTANCE OF 1013.80 FEET TO A POINT OF TANGENCY, THENCE NORTH 24°08'08" EAST A DISTANCE OF 559.85 FEET, THENCE DEPARTING BELLE TERRE PARKWAY NORTH 89°15'49" EAST A DISTANCE OF 2810.00 FEET, THENCE NORTH 00°44'11" WEST A DISTANCE OF 2015.00 FEET, THENCE NORTH 89°15'49" EAST A DISTANCE OF 1400.26 FEET TO THE POINT OF BEGINNING. PARCEL "B" CONTAINING 1354.9211 ACRES MORE OR LESS.

PARCELS "A" TOGETHER WITH PARCEL "B" CONTAINING 1557.2292 ACRES OF LAND MORE OR LESS.



LB #2232









# TOMOKA ENGINEERING

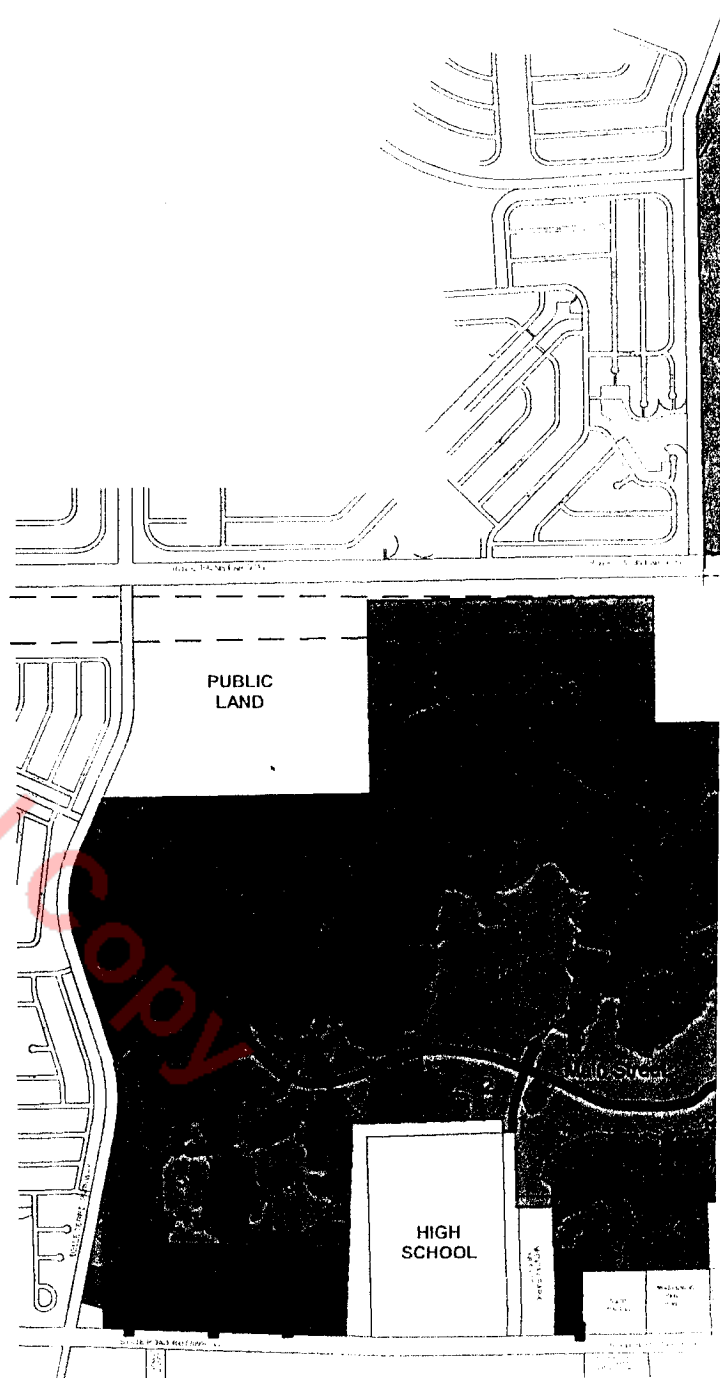
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976  
 DAYTONA BEACH FLAGLER/PALM COAST  
 Main Office: 900 So. Fiddlerwood Ave., Daytona Beach, FL 32114  
 Phone: 386-257-1600 Fax: 386-257-1601  
 email: tomoka@tomoka-eng.com website: www.tomoka@tomoka-eng.com

## SKETCH AND DESCRIPTION

PROJECT NO.	T1037/FLCI
DRAWING REFERENCE No.	1037SL-ALL
DATE	FEB 25, 2002
SHEET NO.	4 OF 4

LAND USE KEY

-  Town Core
-  Town Services
-  Town Business
-  Town Residential
-  Perimeter Commercial
-  Town Commons
-  Existing Lakes
-  Street R/W



Note :

- 1) See question 10, part 1A for the description of development that will occur within each land use.
- 2) Numbers on each development area indicate pod number.

ROBERT D. LONDEREE LANDSCAPE ARCHITECT

**ROLL**

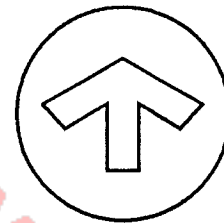
BOX 1077, WINDERMERE, FL. 34786, (407) 876-4644

PLANNING AND DESIGN

OFF REC 0959 PAGE 1570

# Town Center at Palm Coast

Florida Landmark  
Communities, Inc.



**NORTH**

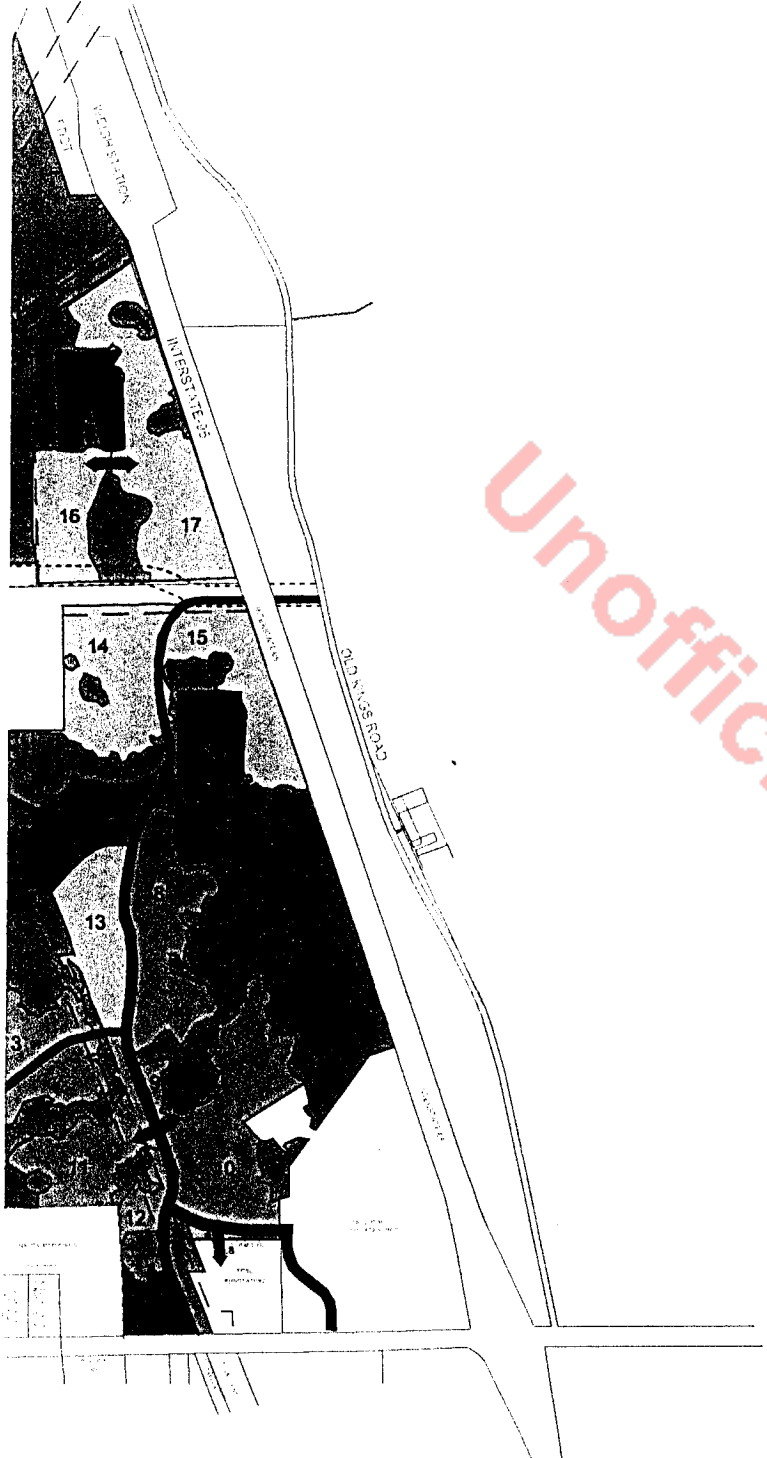
1000' 0 1000' 2000'



SCALE - 1" = 2000'

MASTER  
DEVELOPMENT  
PLAN  
**MAP H**

EXHIBIT "B"



**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
Retail/Comm	3.76 Per Ksf	6.06	2.52	1.00	7.37	1.03	26.86	8.00	18.80
Non-Retail/Comm	0.51 Per Ksf	0.82	0.34	0.22	1.00	0.14	3.64	1.09	2.55
Institutional*	3.65 Per Ksf	5.89	2.45	0.97	7.16	1.00	26.07	7.77	18.25
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**

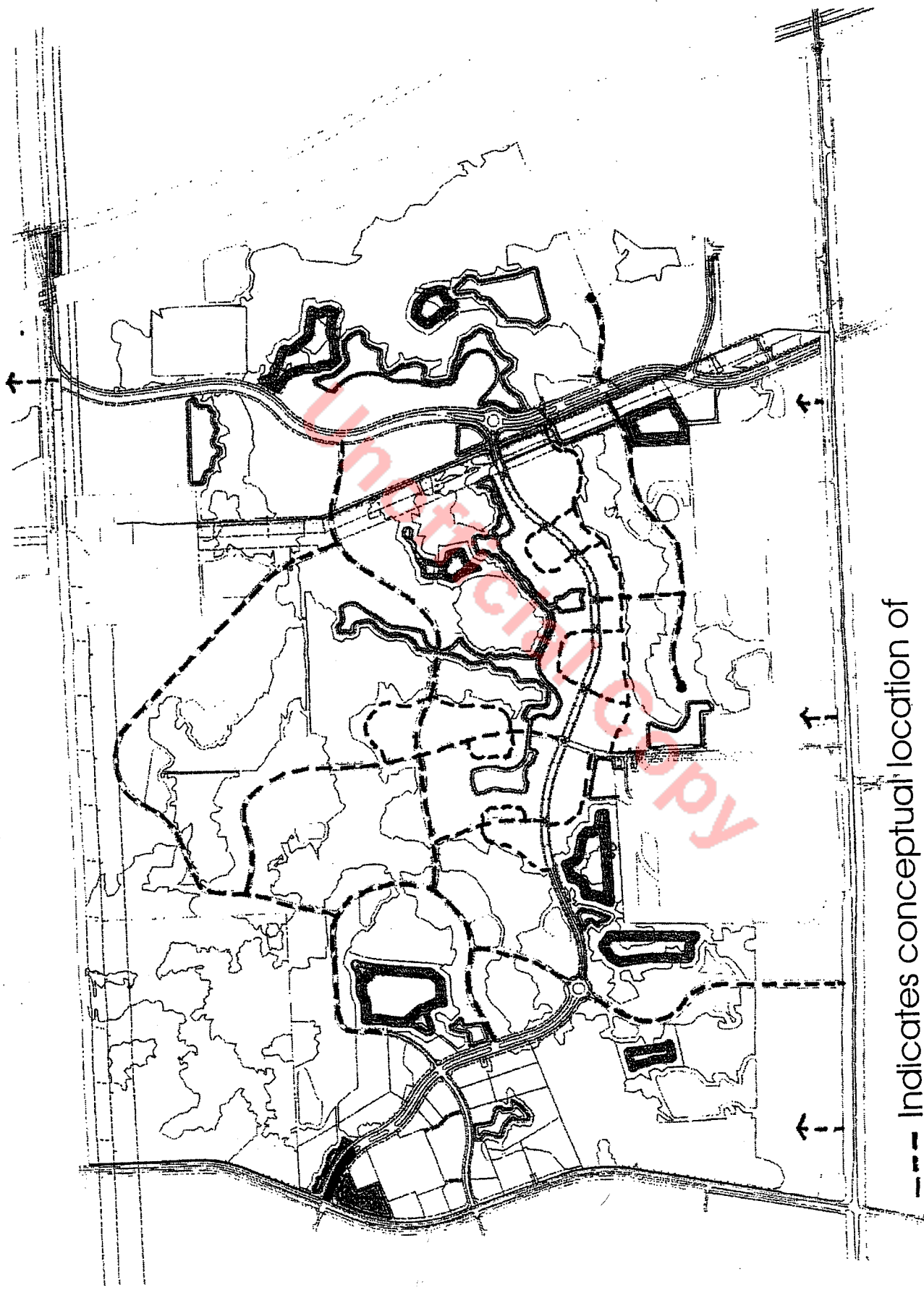
For every 1 residential unit you give up you may build 0.42 ksf of Office or 0.16 ksf of Retail/Comm. or 1.22 ksf of Non-Retail/Comm. or 0.17 ksf of institutional or 4.43 movie theater seats or 1.32 lodging rooms or 3.10 beds of nursing homes

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.

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





--- Indicates conceptual location of future streets or parking lot drives

EXHIBIT "D"

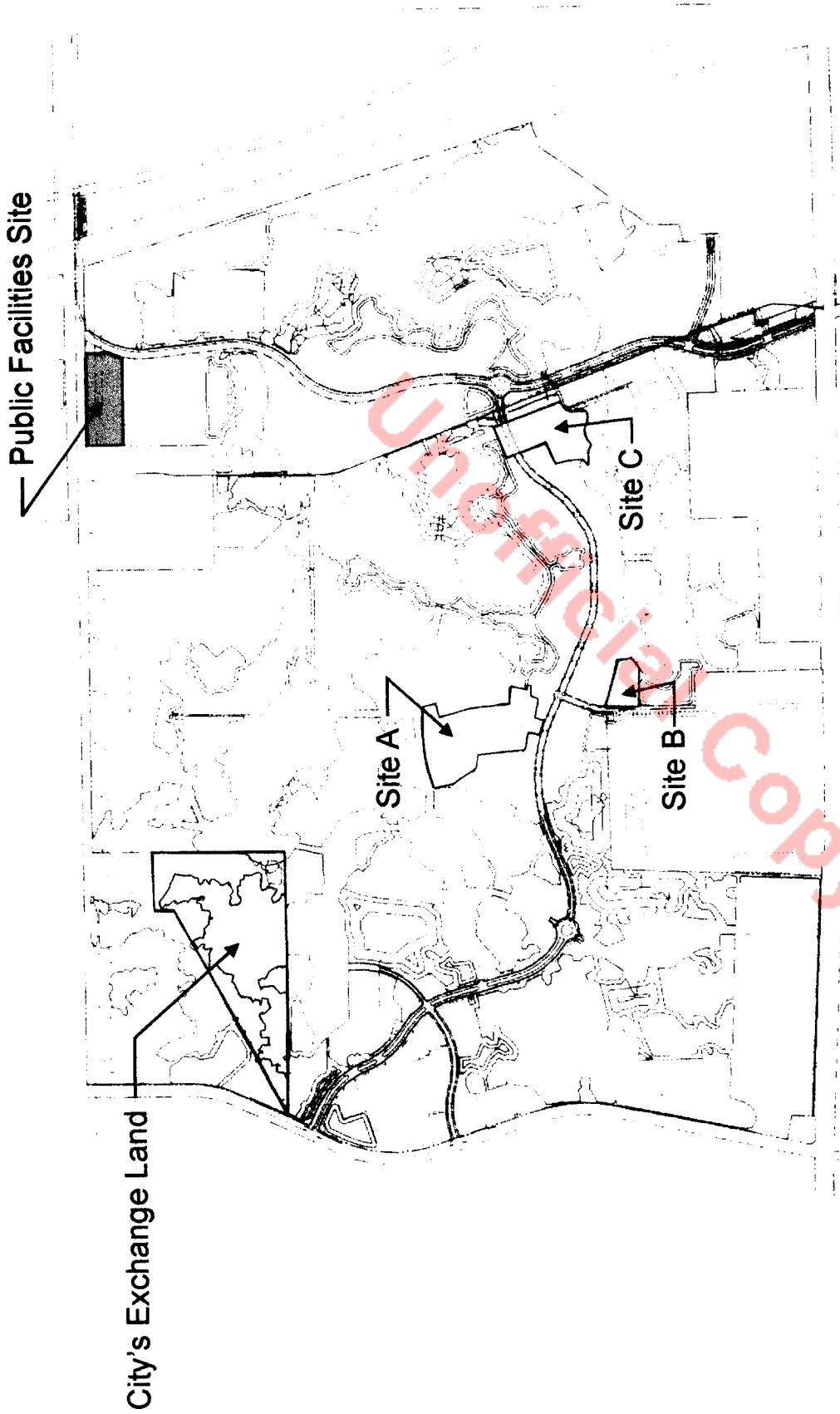


Exhibit "E"

**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	8.5	8.5
<b>Total</b>	<b>27.0</b>	<b>27.0</b>

## 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.

Unofficial Copy

## 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.

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
<b>Subtotal for Signals</b>									
Old Kings Road	4.384	2 to 4 Lanes	\$6,137,600.00	\$613,760.00	\$6,751,360.00	251	930	0.27	\$71,056.35
Belle Terre Parkway	0.4	4 to 6 Lanes	\$560,000.00	\$56,000.00	\$616,000.00	196	880	0.22	\$1,822,141.25
Palm Coast Parkway	0.5	4 to 6 Lanes	\$944,000.00	\$94,400.00	\$1,038,400.00	112	880	0.13	\$137,200.00
SR 100	0.2	4 to 6 Lanes	\$37,760.00	\$3,776.00	\$41,536.00	140	880	0.16	\$132,160.00
	0.1	4 to 6 Lanes	\$188,800.00	\$18,880.00	\$207,680.00	559	880	0.64	\$66,080.00
	0.6	4 to 6 Lanes	\$1,132,800.00	\$113,280.00	\$1,246,080.00	726	880	0.83	\$131,924.00
<b>Subtotal for Phase 1</b>									<b>\$3,388,577.59</b>

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	1.0	2 to 4 Lanes	\$1,400,000.00	\$140,000.00	\$1,540,000.00	56	930	0.06	\$92,731.18
Florida Park Drive**	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
SR 100	1.8	2 to 4 Lanes	\$4,410,000.00	\$441,000.00	\$4,851,000.00	56	740	0.08	\$367,102.70
<b>Subtotal for Phase 2</b>									<b>\$3,523,606.87</b>

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	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	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
SR 9	0.1	2 to 4 Lanes	\$140,000.00	\$14,000.00	\$154,000.00	79	740	0.11	\$183,144.09
Palm Coast Pkwy (WB)	0.2	2 to 3 Lanes	\$188,800.00	\$18,880.00	\$207,680.00	316	880	0.36	\$74,576.00
SR 100	0.4	4 to 6 Lanes	\$755,200.00	\$75,520.00	\$830,720.00	789	880	0.90	\$744,816.00
<b>Subtotal for Phase 3</b>									<b>\$1,901,688.00</b>
<b>Total for Phases 1-3</b>									<b>\$14,474,399.00</b>

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 "G"

DEVELOPER IMPROVEMENTS AND DONATIONS.

PROJECT PHASE	DESCRIPTION	EST. COST*
<b>OFF SITE PROJECTS TO BE COMPLETED BY TOWN CENTER DEVELOPER (Eligible for Full or Partial Impact Fee Credits)</b>		
1	FDOT Contribution SR-100 Overpass	\$3,650,000
1	Palm Coast Pkwy Corridor Study <i>At the Interchange Entire Length</i>	\$180,000
1-2	Royal Palms Parkway Extension 2/4 Lane <i>From Current Roadway to Seminole Woods Extension will be 2 lanes and from there to Old Kings Road will be 4 lane. Developer will provide ROW for all 2 lane sections within the DRI</i>	\$5,550,000
2	Old Kings 4 Lane/Lehigh Canal Bridge <i>Palm Coast Pkwy to Lehigh Canal</i>	\$6,750,000
3	Projects to be determined <i>Phase 3 Improvements (See Part III, Paragraph 12)</i>	\$3,369,399
<b>Total</b>		<b>\$19,499,399</b>

<b>INTERNAL ROAD IMPROVEMENTS (Not eligible for Impact Fee Credits)</b>		
1	Belle Terre Pkwy/White View Pkwy <i>Signalization at Intersection</i>	\$67,980
1	Belle Terre Pkwy/Royal Palm Pkwy <i>Signalization at Intersection</i>	\$67,980
1	SR-100/Seminole Woods Pkwy <i>Signalization at Intersection</i>	\$67,980
1	Drainage Belle Terre Pkwy <i>From Royal Palms Parkway to SR-100</i>	\$110,000
1	Main Street <i>From Seminole Woods Extension to Belle Terre Pkwy</i>	\$5,145,000
1	East Wood Blvd <i>From Belle Terre to Main Street</i>	\$610,000
1-2	Seminole Wood Extension <i>4 lane from US-100 to Old Kings Road</i>	\$3,775,000
1-3	Parking Driveways <i>From Seminole Woods Extension to Old Kings Road Alternative driveways throughout Urban Core</i>	\$75,000
1	Bypass Roadway for Down Town <i>Roadway connection from Main Street to Seminole Woods Pkwy</i>	\$1,855,000
1-3	Other Major Roadway Links <i>Additional access road to Main Street</i>	\$1,400,000
<b>Total</b>		<b>\$13,698,940</b>

<b>OTHER CONTRIBUTIONS OR DONATIONS (Not eligible for Impact Fee Credits)</b>		
1	Public Facility site (to the City) 8.5 acre <i>Fire/Police/EMS Site located on Royal Palm at Seminole Woods Extension</i>	\$600,000
1	Utilities (to the City) <i>Master water &amp; sewer Utility Distribution &amp; Collection Systems</i>	\$2,505,000
1-3	Bike trail with connection to Lehigh Bike Trail (public trail)	\$115,000
<b>Total</b>		<b>\$3,220,000</b>
<b>Grand Total</b>		<b>\$36,418,339</b>

\* Cost is estimated in 2002 dollars  
lm\excel\exhibit h  
6/19/2003