

ORDINANCE 2026- 05
FIRST AMENDMENT TO THE FIFTH AMENDMENT OF THE PALM COAST
PARK MASTER PLAN DEVELOPMENT (MPD) AGREEMENT
APPLICATION #6431

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, AMENDING THE FIFTH AMENDMENT OF THE PALM COAST PARK MASTER PLAN DEVELOPMENT AGREEMENT, AS ESTABLISHED IN SECTION 2.09 OF THE CITY OF PALM COAST UNIFIED LAND DEVELOPMENT CODE, FOR ±65.92 ACRES OF CERTAIN REAL PROPERTY DESCRIBED AS TAX PARCEL IDENTIFICATION NUMBER 06-10-30-0000-01010-00A1, GENERALLY LOCATED ON THE WEST SIDE OF U.S. HWY 1 APPROXIMATELY 0.8 MILES SOUTH OF OLD KINGS ROAD NORTH AND BEING MORE PARTICULARLY DESCRIBED IN ATTACHED EXHIBIT A; PERMITTING SINGLE FAMILY RESIDENTIAL DEVELOPMENT ON TRACT 16 AND ADDING DEVELOPMENT STANDARDS FOR SINGLE FAMILY RESIDENTIAL DEVELOPMENT ON TRACTS 16 AND 7A.; PROVIDING FOR SEVERABILITY, CONFLICTS; AND AN EFFECTIVE DATE.

WHEREAS, the City of Palm Coast ("City"), as the governing body of the City, pursuant to the authority vested in Chapter 163 and Chapter 166, Florida Statutes, and the City of Palm Coast Unified Land Development Code, is authorized and empowered to consider applications relating to zoning; and

WHEREAS, BYRNDOG, PCP, LLC, a Florida limited liability company, is the Declarant of the Palm Coast Park Master Planned Development Agreement (5th Amended, Restated, & Reformatted), and has entered into the Development Agreement as recorded in Official Records Book 2898 Pages 224 through 280 of the public records of Flagler County, Florida ("Development Agreement"); and

WHEREAS, FORESTAR (USA) REAL ESTATE GROUP, Inc., a Delaware corporation ("Owner") is the Owner of Tracts 16 and 7A of the Palm Coast Park Master Planned Development further described in "Attachment A"; and

WHEREAS, the Owner has requested to amend the Development Agreement in order to permit single family residential development on Tract 16 and add criteria for single family residential development on Tracts 16 and 7A; and

WHEREAS, the notice and public hearing requirements, as provided for in Chapter 2 (Review Authority, Enforcement, and Procedures) of the City of Palm Coast Unified Land Development Code (Ordinance No. 2008-23) have been satisfied; and

WHEREAS, the City Council of the City of Palm Coast held duly noticed public hearings on the proposed amendment set forth hereunder and considered findings and advice of staff, citizens, and all interested parties submitting written and oral comments and supporting data and analysis, and has considered the evidence and testimony presented by the applicant and other interested parties, the recommendations of the various City reviewing departments, and the recommendation of the Planning and Land Development Regulation Board (PLDRB) at its regularly scheduled meeting conducted on March 18, 2026, and after complete deliberation, the City Council hereby finds the requested change consistent with the City of Palm Coast Comprehensive Plan, and that sufficient, competent and substantial evidence supports the proposed amendment set forth hereunder; and

WHEREAS, the City Council of the City of Palm Coast hereby finds that this Ordinance serves a legitimate government purpose and is in the best interests of the public health, safety, and welfare of the citizens of Palm Coast, Florida.

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE CITY OF PALM COAST, FLORIDA:

SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS. The above recitals (whereas clauses) are hereby adopted as the legislative and administrative findings of the City Council.

SECTION 2. MPD AMENDMENT. The Palm Coast City Council, pursuant to the Land Development Code of the City of Palm Coast hereby enacts this Ordinance amending the Fifth Amendment to the Palm Coast Park Master Planned Development agreement attached hereto as Exhibit "B" for the property generally located on the west side U.S. Hwy 1 approximately 0.8 miles south of Old Kings Road North, legally described in Exhibit "A" attached hereto.

SECTION 3. SEVERABILITY. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Code are

severable, and if any phrase, clause, sentence, paragraph or section of this Code shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Code.

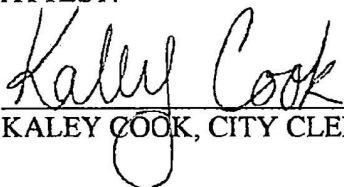
SECTION 4. CONFLICTS. All Ordinances or parts of Ordinances in conflict with this Ordinance are hereby repealed.

SECTION 5. EFFECTIVE DATE. This Ordinance shall become effective immediately upon its passage and adoption.

APPROVED on first reading this 21st day of April 2026.

ADOPTED on second reading after due public notice and hearing this 19th day of May 2026.

ATTEST:


KALEY COOK, CITY CLERK

CITY OF PALM COAST


MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY


MARCUS DUFFY, CITY ATTORNEY



Attachments:

Exhibit "A" Legal Description

Exhibit "B" First Amendment to the Fifth Amendment to the Palm Coast Park Master
Planned Development Agreement

EXHIBIT "A"
LEGAL DESCRIPTION

A PARCEL OF LAND LYING WEST OF U.S. HIGHWAY NO. 1 (STATE ROAD 5) IN GOVERNMENT SECTIONS 16 AND 21, TOWNSHIP 10 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF GOVERNMENT SECTION 17, TOWNSHIP 10 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA; THENCE SOUTH 89°28'57" WEST ALONG THE SOUTH LINE OF SAID SECTION 17 FOR A DISTANCE OF 1,667.92 FEET TO A POINT ON THE EASTERLY BOUNDARY LINE OF THE FLORIDA EAST COAST RAILWAY COMPANY'S RAILROAD RIGHT OF WAY (A 150 FOOT RIGHT-OF-WAY); THENCE DEPARTING SAID SOUTH LINE OF SECTION 17, NORTH 09°09'13" WEST ALONG SAID EASTERLY RAILROAD RIGHT-OF-WAY LINE FOR A DISTANCE OF 3898.15 FEET TO A POINT ON THE NORTHERLY LINE OF SAID SECTION 17; THENCE ALONG SAID EASTERLY RAILROAD RIGHT-OF-WAY LINE, NORTH 54°24'01" EAST ALONG SAID NORTHERLY LINE OF SECTION 17 FOR A DISTANCE OF 139.61 FEET; THENCE NORTH 09°09'13" WEST FOR A DISTANCE OF 326.06 FEET; THENCE DEPARTING SAID RAILROAD RIGHT OF WAY, NORTH 62°02'35" EAST FOR A DISTANCE OF 465.68 FEET; THENCE NORTH 90°00'00" EAST FOR A DISTANCE OF 391.61 FEET; THENCE NORTH 43°07'13" EAST FOR A DISTANCE OF 725.79 FEET; THENCE SOUTH 89°50'08" EAST FOR A DISTANCE OF 783.66 FEET; THENCE NORTH 06°27'35" WEST FOR A DISTANCE OF 663.74 FEET; THENCE NORTH 89°59'00" EAST FOR A DISTANCE OF 221.02 FEET; THENCE NORTH 27°37'20" EAST FOR A DISTANCE OF 46.78 FEET; THENCE NORTH 10°56'45" WEST FOR A DISTANCE OF 229.07 FEET; THENCE NORTH 16°43'09" EAST FOR A DISTANCE OF 521.68 FEET TO A POINT ON THE SOUTHERLY BOUNDARY LINE OF THOSE LANDS THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (SJRWMD) AS DESCRIBED IN OFFICIAL RECORDS BOOK 546, PAGES 1197 THROUGH 1221, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE SOUTH 74°10'00" EAST ALONG SAID SOUTHERLY BOUNDARY LINE OF SJRWMD LANDS FOR A DISTANCE OF 1,368.66 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1 (STATE ROAD 5); THENCE DEPARTING SAID SOUTHERLY BOUNDARY LINE SOUTH 08°29'47" EAST ALONG SAID WESTERLY RIGHT-OF-WAY FOR A DISTANCE OF 448.18 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY SOUTH 20°57'74" WEST FOR A DISTANCE OF 150.02 FEET; THENCE SOUTH 08°29'45" EAST FOR A DISTANCE OF 88.69 FEET TO A POINT ON THE SOUTH LINE OF GOVERNMENT SECTION 9, TOWNSHIP 10 SOUTH, RANGE 30 EAST THENCE NORTH 89°54'17" EAST ALONG SAID SOUTH LINE FOR A DISTANCE OF 74.52 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY

LINE OF U.S. HIGHWAY NO. 1 (STATE ROAD 5); THENCE DEPARTING SAID SOUTH LINE OF SECTION 9, SOUTH 08°29'47" EAST ALONG THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1 FOR A DISTANCE OF 424.83 FEET; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE SOUTH 08°29'47" EAST FOR A DISTANCE OF 2,269.81 FEET TO THE POINT OF BEGINNING;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE SOUTH 08°29'47" EAST FOR A DISTANCE OF 5.10 FEET; THENCE CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1, NORTH 89°37'47" EAST, CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1 FOR A DISTANCE OF 50.51 FEET; THENCE SOUTH 08°29'47" EAST, CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1, FOR A DISTANCE OF 1,352.36 FEET; THENCE CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1, SOUTH 89°35'12" WEST, FOR A DISTANCE OF 50.50 FEET; THENCE CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE, SOUTH 08°29'47" EAST, FOR A DISTANCE OF 1,361.03 FEET; THENCE SOUTH 89°44'24" WEST, DEPARTING SAID WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1, A DISTANCE OF 1,036.84 FEET; THENCE SOUTH 00°30'10" EAST, A DISTANCE OF 605.63 FEET; THENCE SOUTH 89°31'04" WEST, A DISTANCE OF 365.16 FEET; THENCE NORTH 00°16'23" WEST, A DISTANCE OF 607.04 FEET; THENCE NORTH 13°27'02" WEST, A DISTANCE OF 2,474.78 FEET; THENCE NORTH 81°30'13" EAST, A DISTANCE OF 94.88 FEET; THENCE NORTH 8°29'47" WEST, A DISTANCE OF 52.00 FEET; THENCE NORTH 81°30'13" EAST, A DISTANCE OF 214.92 FEET; THENCE NORTH 8°29'47" WEST, A DISTANCE OF 10.47 FEET; THENCE NORTH 84°21'57" EAST, A DISTANCE OF 167.87 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A DELTA ANGLE OF 87°08'15", AN ARC LENGTH OF 38.02 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 52°03'55" EAST, 34.46 FEET TO A POINT; THENCE SOUTH 08°29'47" EAST, A DISTANCE OF 1.63 FEET; THENCE NORTH 81°30'13" EAST, A DISTANCE OF 60.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A DELTA ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 36°30'13" EAST, 35.36 FEET TO THE POINT OF TANGENCY; THENCE NORTH 81°47'47" EAST, A DISTANCE OF 95.30 FEET; THENCE SOUTH 08°29'47" EAST; A DISTANCE OF 714.44 FEET; THENCE SOUTH 14°56'37" EAST, A DISTANCE OF 848.88 FEET; THENCE NORTH 85°21'59" EAST, A DISTANCE OF 723.99 FEET; THENCE NORTH 08°29'47" WEST, A DISTANCE OF 249.22 FEET; THENCE NORTH 15°23'17" EAST, A DISTANCE OF 123.49 FEET; THENCE NORTH 08°29'47" WEST, A DISTANCE

OF 1,150.40 FEET; THENCE NORTH 54°35'43" WEST, A DISTANCE OF 135.83 FEET; THENCE NORTH 81°18'52" EAST, A DISTANCE OF 147.56 FEET TO THE POINT OF BEGINNING.

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EXHIBIT "B"
FIRST AMENDMENT TO FIFTH AMENDMENT TO THE PALM COAST PARK
MPD AGEEMENT

Unofficial Copy

Prepared by and Return to:
Michael D. Chiumento III, Esq.
CHIUMENTO LAW, PLLC
145 City Place, Suite 301
Palm Coast, FL 32164
Attn: Caroline McNeil

FIRST AMENDMENT TO THE
FIFTH AMENDED, RESTATED & REFORMATTED
PALM COAST PARK MASTER PLAN DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO THE FIFTH AMENDED, RESTATED & REFORMATTED PALM COAST PARK MASTER PLAN DEVELOPMENT AGREEMENT (the "2026 MPD Amendment") is effective this 1st day of June, 2026, by and between **Byrndog PCP, LLC** a Florida limited liability company (the "Declarant") and **the City of Palm Coast, a Florida municipal corporation (the "City")**.

WHEREAS, on May 16, 2023 (1st Reading) and November 7, 2023 (2nd Reading) the City Council approved Ordinance #2023-17, Palm Coast Park Master Plan Development Agreement (5th Amended, Restated, & Reformatted) (the "MPD Agreement"), being duly recorded September 4, 2024, in Official Records Book 2898, Page 219, of the Public Records of Flagler County, Florida; and

WHEREAS, on May 7, 2021, the Declarant sold to Forestar (USA) Real Estate Group, Inc. parcels of land (the "Owner Lands") subject to the MPD Agreement with the intent to develop residential property, and

WHEREAS, the Declarant desires to amend the MPD Agreement to add residential dimensional standards for single family residential development on Tracts 16 and 7A.

WHEREAS, the Declarant has prepared a conceptual site plan for Tracts 16 and 7A (the "Concept Plan"), attached hereto as Exhibit "A, to illustrate the anticipated layout, access and development pattern in support of this 2026 MPD Amendment; and

NOW, THEREFORE, BE IT HEREBY ORDERED AND RESOLVED by the City Council, that based upon the following Findings of Fact and Conclusions of Law, and the consent and agreement of the Declarant, and subject to the following terms and conditions, the City Council hereby approves this 2026 MPD Amendment, pursuant to the provisions of Section 380.06, *Florida Statutes*, and other applicable State laws, and the codes and ordinances of the City:

FINDING OF FACTS

1. The above Recitals/Whereas clauses are hereby adopted and incorporated into this 2026 MPD Amendment.
2. The MPD Agreement and this 2026 MPD Amendment are consistent with the State's Comprehensive Plan as set forth at Chapter 187, *Florida Statutes*.
3. The MPD Agreement and this 2026 MPD Amendment are consistent with the City's Comprehensive Plan.
4. The public hearing to consider this 2026 MPD Amendment was properly noticed and held by the City Council pursuant to Section 380.06, *Florida Statutes*.
5. The Concept Plan attached as Exhibit "A" is consistent with the intent of the MPD Agreement, as amended, and demonstrates compatibility with surrounding development patterns and applicable planning policies.

MODIFIED TERMS

6. Table 4-1 shall allow SFR in the Zoning Category for Tract 16.
7. On Tracts 16 and 7A, the MPD Agreement shall allow for single family residential detached units as follows:

Standard	Single Family Residential on Tracts 7A and 16
Minimum Lot Size	2,550 sq. ft.
Development Site Size	N/A

Minimum Lot Width	30'
Maximum Density (units per acre)	7.0
Minimum Living Area (square feet)	1,000
Minimum Front Setback	20'
Minimum Rear Setback	10'
Minimum Rear Street Setback	15'
Minimum Interior Side Setback	5'
Minimum Street Side Setback	15'
Maximum Impervious Surface Ratio (ISR)	0.75
Maximum Building Height	35'

MISCELLANEOUS PROVISIONS

8. **Parking:** Parking for Tracts 16 and 7A shall be as follows. Residences with less than 1,550 square feet of living area shall have at least one-car garage and a permanent surface for two exterior parking spaces. A two-car garage is required for residences with 1,550 or more square feet of living area. Two exterior parking spaces as required herein shall have a minimum driveway of at least sixteen (16) feet in width and at least twenty (20) feet in length measured from the structure to the property line.

9. **Landscaping:** To enhance the visual character of the community and provide additional open space, the development shall incorporate a minimum twenty (20) foot wide landscaped break at intervals of every twelve (12) lots. These landscaped breaks are intended to reduce continuous streetscape monotony, improve neighborhood aesthetics, and create opportunities for enhanced tree canopy, buffering and passive green space. The design, planting, and maintenance of these areas shall be consistent with the overall landscape plan

and applicable local regulations, ensuring cohesive integration with the community's design standards.

10. **Amenity:** To further support neighborhood livability and consistent with the intent of the City of Palm Coast Land Development Code regarding recreation and open space, the development shall include a centrally accessible neighborhood park or playground amenity for the use of residents. The amenity shall be designed to provide passive and active recreational opportunities and shall include features such as play equipment, seating areas, shade structures, and open lawn space. The park shall be integrated into the overall site design, connected via pedestrian pathways where feasible, and maintained by the property owner or homeowner's association in accordance with approved development plans.

11. **Concept Plan:** Development of Tracts 16 and 7A shall be generally consistent with the Concept Plan attached hereto as Exhibit "A". The Concept Plan is conceptual in nature and is intended to illustrate the overall development framework, including lot layout, access, open space areas, and general site organization. The Subdivision Master Plan and subsequent plat submittals shall demonstrate compliance with Sections 9 and 10 of this agreement.

12. Except as modified or clarified herein, the MPD Agreement remains in full force and effect in accordance with its original terms.

13. This 2026 MPD Amendment may be executed in a number of identical counterparts, each of which for all purposes shall be deemed an original, and all of which constitute collectively one (1) agreement, but in making proof of this 2026 MPD Amendment.

14. The MPD Agreement is in good standing with neither party in default.

15. Except as modified by this 2026 MPD Amendment, the terms and conditions of the MPD Agreement are hereby ratified, confirmed and shall remain unchanged and in full

force and effect. In the event of a conflict between the terms of this 2026 MPD Amendment and the terms of the MPD Agreement the terms of this 2026 MPD Amendment shall govern.

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Signature pages to follow

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

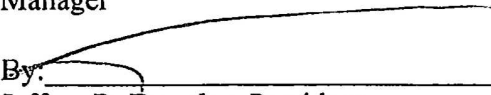
WITNESS my hand and official seal this 22 day of May, 2026.

WITNESSES:


Kerry DeWare

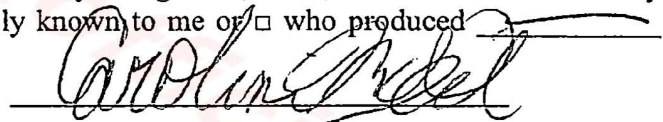
Byrndog PCP, LLC, a Florida
limited liability company

By: Douglas Property & Development, Inc.,
Manager

By: 
Jeffrey R. Douglas, President

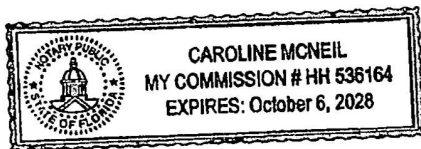
STATE OF FLORIDA)
COUNTY OF FLAGLER)

The foregoing instrument was acknowledged before me this 22 day of May, 2026,
by **Jeffrey R. Douglas**, for and on behalf of **Byrndog PCP, LLC**, a Florida limited liability
company, (check one) ☒ who is personally known to me or ☐ who produced _____
_____ as identification.



(Seal)

Signature
Caroline McNeil
Printed Name



ATTEST:

CITY OF PALM COAST, FLORIDA

By: Kaley Cook

Kaley Cook, City Clerk

Dated: 6/2/2026

By: [Signature]

Mike Norris, Mayor

For use and reliance of the Palm Coast

City Council only.

Approved as to form and legality.

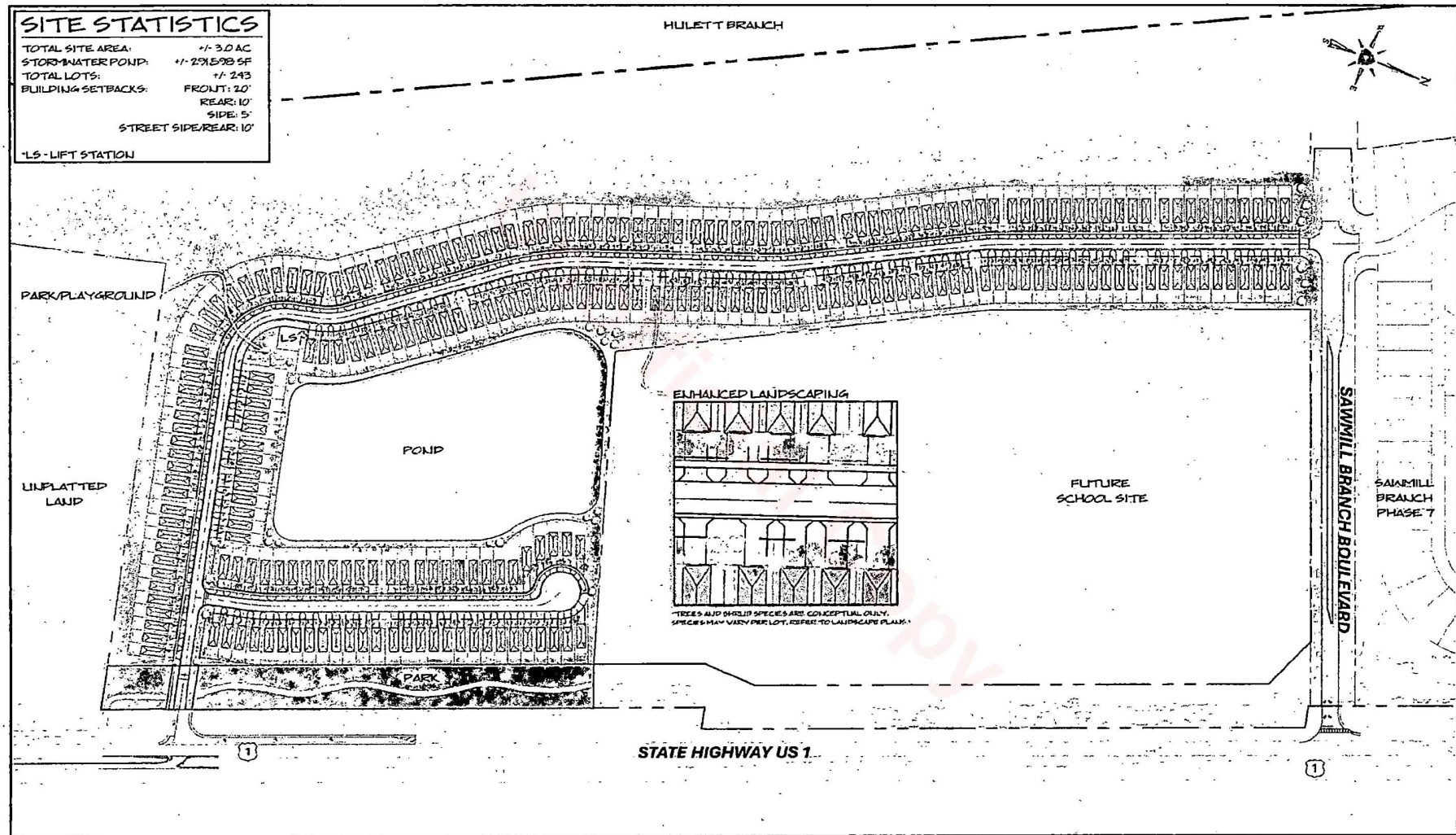
[Signature]

Marcus Duffy, City Attorney



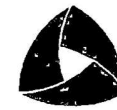
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EXHIBIT A TO FIRST AMENDMENT TO THE FIFTH AMENDED, RESTATED & REFORMATTED PALM COAST PARK MASTER PLAN DEVELOPMENT AGREEMENT



D.R. HORTON
America's Builder

SAWMILL BRANCH PHASE 6
PALM COAST, FLORIDA
4.15.2026



ALLIANT