

City of Palm Coast, Florida Agenda Item

Agenda Date: April 21, 2026

Agenda Item:
G.2

Department COMMUNITY DEVELOPMENT Division PLANNING	Amount Org/Account #
Subject: ORDINANCE 2026-XX APPROVING FIRST AMENDMENT TO THE 5TH AMENDMENT OF THE PALM COAST PARK MASTER PLANNED DEVELOPMENT (MPD) AGREEMENT APPLICATION # 6431	
Presenter: Estelle Lens, A.I.C.P, Senior Planner	
Attachments: <ol style="list-style-type: none">1. Presentation2. Ordinance3. Agreement - Palm Coast Park 1st Amendment to the 5th Amended MPD Agreement4. Staff Report5. Map Series6. Letter from the Applicant7. Site Plan8. Typical Lot Layout9. Rendering-Elevations10. Summary of Neighborhood Meeting11. Affidavit and Picture of Sign Posting12. Business Impact Estimate	
Background: <p><u>Request:</u> The applicant is proposing to amend the 5th Amendment to the Palm Coast Park Master Planned Development Agreement. This request is specific to Tracts 16 and 7A (Subject Tracts) of Palm Coast Park. The request proposes to:</p> <ul style="list-style-type: none">· Allow single family residential development on Tract 16.· Add development standards for single family residential development on Tracts 16 and 7A. <p><u>Background:</u> The Palm Coast Park Development of Regional Impact (DRI) was approved in December 2004. The Palm Coast Park Master Planned Development (MPD) Agreement was approved in October 2011. The Ninth Amendment to the DRI and Fifth Amendment to the MPD were approved by City Council in May 2023.</p> <p>Tracts 16 and 7A of Palm Coast Park, known as Sawmill Branch Phase 6, received approval of a Subdivision Master Plan for 320 townhouse lots by the Planning and Land Development Regulation Board on June 18, 2024. The Preliminary Plat for the townhouse project is currently under review. The applicant is</p>	

requesting to change the 320-lot townhouse development to a 244 (detached) single family residential lot development.

The proposed development standards include:

- Minimum lot width - 30 feet
- Minimum lot area - 2,550
- One car garage for units with less than 1,550 SF of living area and two car garages for units with 1,550 SF or more of living area.

Staff finds that this request meets the review criteria contained in Land Development Code (LDC) sections 2.05.05 and 2.09.04.

Public Participation:

The applicant hosted a neighborhood meeting as required by LDC Section 2.05.02 at 6:00 p.m. on Tuesday, February 17, 2026, in the cafeteria (Room 511 & 512) of Indian Trails Middle School, 5505 Belle Terre Parkway, Palm Coast. No one from the public attended the meeting. Staff has not received any public correspondence regarding this request.

Planning and Land Development Board (PLDRB) Meeting on March 18, 2026.

The Planning and Land Development Regulation Board reviewed this application at its regularly scheduled meeting on March 18, 2026 and found the request to be in compliance with the Comprehensive Plan and recommended that City Council approve this application subject to the following conditions:

1. Provide an additional 20ft wide landscaping break every twelve lots.
2. Provide a small amenity for the residents such as a playground.

This is a quasi-judicial item, please disclose any ex parte communication.

Recommended Action:

THE PLANNING AND LAND DEVELOPMENT REGULATION BOARD FINDS THIS REQUEST CONSISTENT WITH THE COMPREHENSIVE PLAN AND THE LAND DEVELOPMENT CODE AND RECOMMENDS THAT CITY COUNCIL APPROVE THE PROPOSED AMENDMENT APPLICATION NUMBER 6431 WITH THE CONDITIONS STATED ABOVE.

Amendment to the Palm Coast Park Master Planned Development Agreement

City Council
Business Meeting April 21, 2026

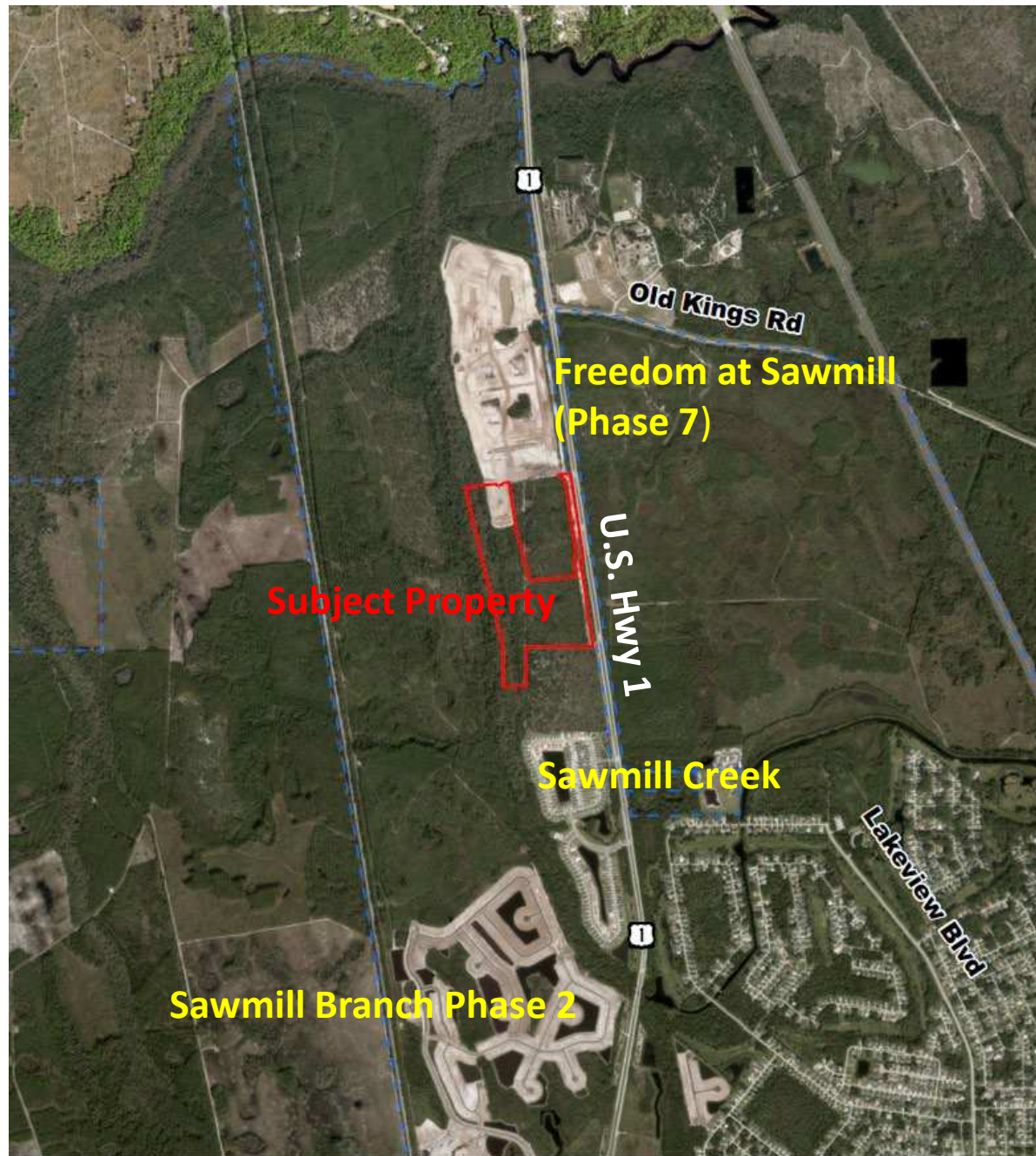
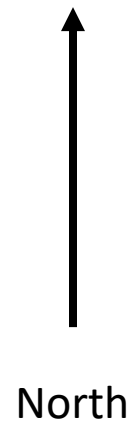
Staff Presentation:
Estelle Lens, AICP, Senior Planner



- Owner: Forestar (USA) Real Estate Group
- Applicant: Michael D. Chiumento III
- Subject Property: Tracts 16 and 7A of Palm Coast Park
- Location: West side of U.S. Hwy. 1 approximately 0.8 miles south of Old Kings Road N.
- Request: Amend the Fifth Amendment to the Palm Coast Park Master Planned Development (MPD) Agreement to allow single family residential development on Tract 16 and to add development standards for single family residential development on Tracts 16 and 7A.



Distant Aerial



Future Land Use Map (FLUM)



Future Land Use Map

Palm Coast City Limits	Mixed Use
Subject Property	AGRICULTURE & TIMBERLANDS, Annexed Area, Flagler County FLUM adopted
Conservation	Coastal High Hazard Area
DRI-Mixed Use	Unincorporated Flagler Future Land Use
Greenbelt	AGRICULTURE & TIMBERLANDS

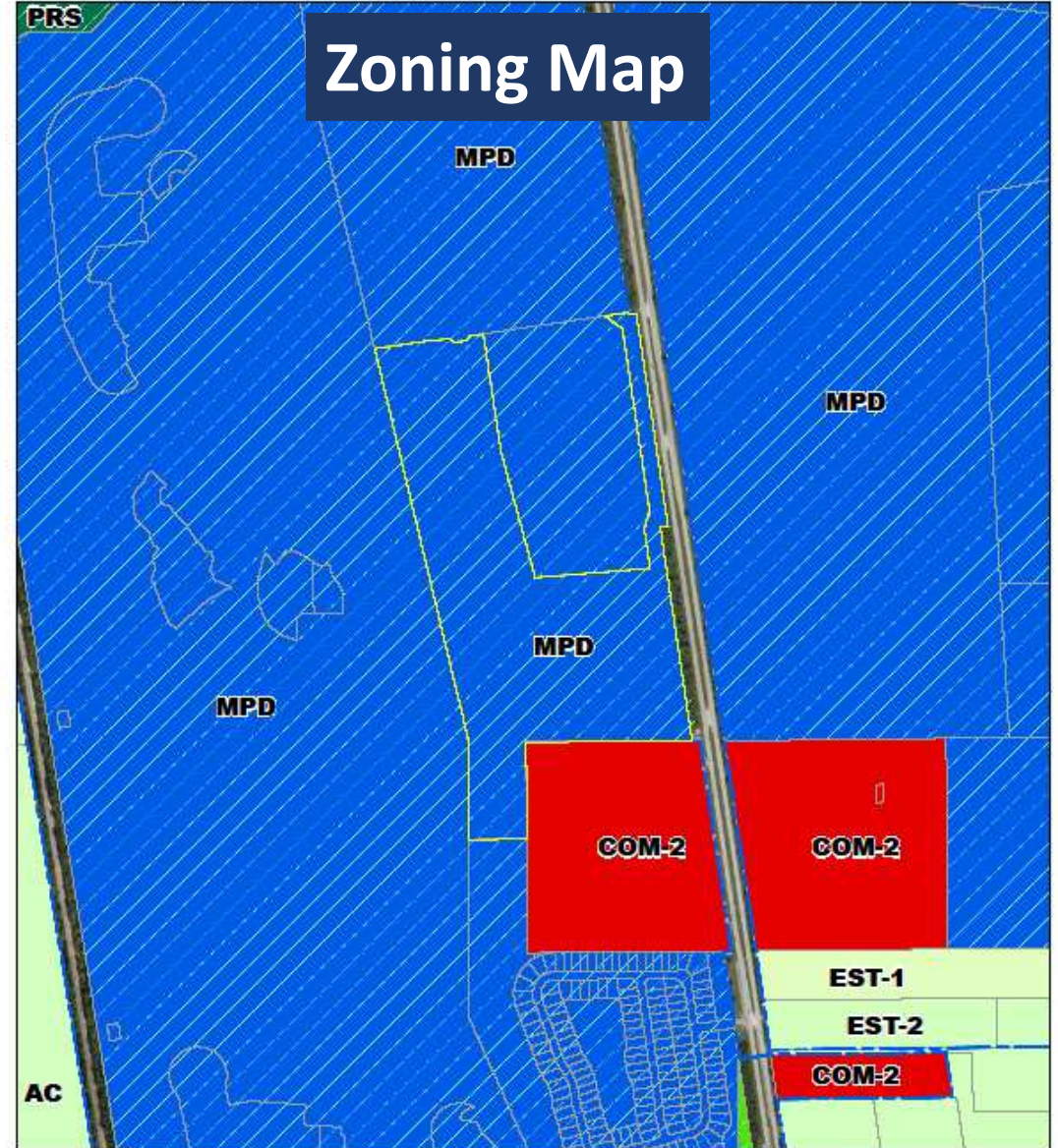
Map Provided by the Planning Division
Date: 4/26/2024

0 800 Feet

The City of Palm Coast prepares and uses this map/map data for its own purposes. This map/map data displays general boundaries and may not be appropriate for site specific uses. The City uses data believed to be accurate, however, a degree of error is inherent in all maps. This map/map data is distributed AS-IS without warranties of any kind, either expressed or implied including, but not limited to, warranties of suitability to a particular purpose or use. This map/map data is intended for use only at the published scale. Detailed on-the-ground surveys and historical analyses of sites may differ substantially from this map/map data.

North ↑

Zoning Map



Zoning Map

Palm Coast City Limits	COM-2	MPD, MPD post 11-16-08 designation
Subject Property	EST-1	Unincorporated Flagler Zoning
Conservation	EST-2	AC
DRI-Mixed Use	Greenbelt	Agriculture & Timberland

Map Provided by the Planning Division
Date: 4/26/2024

0 800 Feet

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- December 2004 - The Palm Coast Park Development of Regional Impact (DRI) was approved.
- October 2011 - The Palm Coast Park Master Planned Development (MPD) Agreement was approved.
- May 2023 - The Ninth Amendment to the DRI and Fifth Amendment to the MPD were approved.



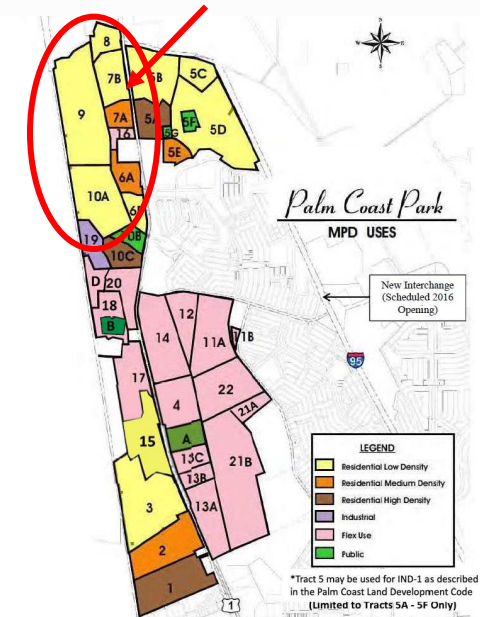
- Preservation of over 1,845 acres of wetlands and nearly 116 acres of gopher tortoise habitat.
- Donation of the Hewlett's Mill historic site to the Florida Agricultural Museum.
- A \$7.5 million payment to the City for roadway construction, without receiving impact fee credits.
- Donation of land for key public infrastructure: 30 acres for a school site and 30 acres for our Wastewater Treatment Plant (WWTP) 2. (Both Sept. 2020)
- Donation of up to 74 acres, a linear park on the west side of US-1, and an east-west trail system connecting the DRI with nearby schools.



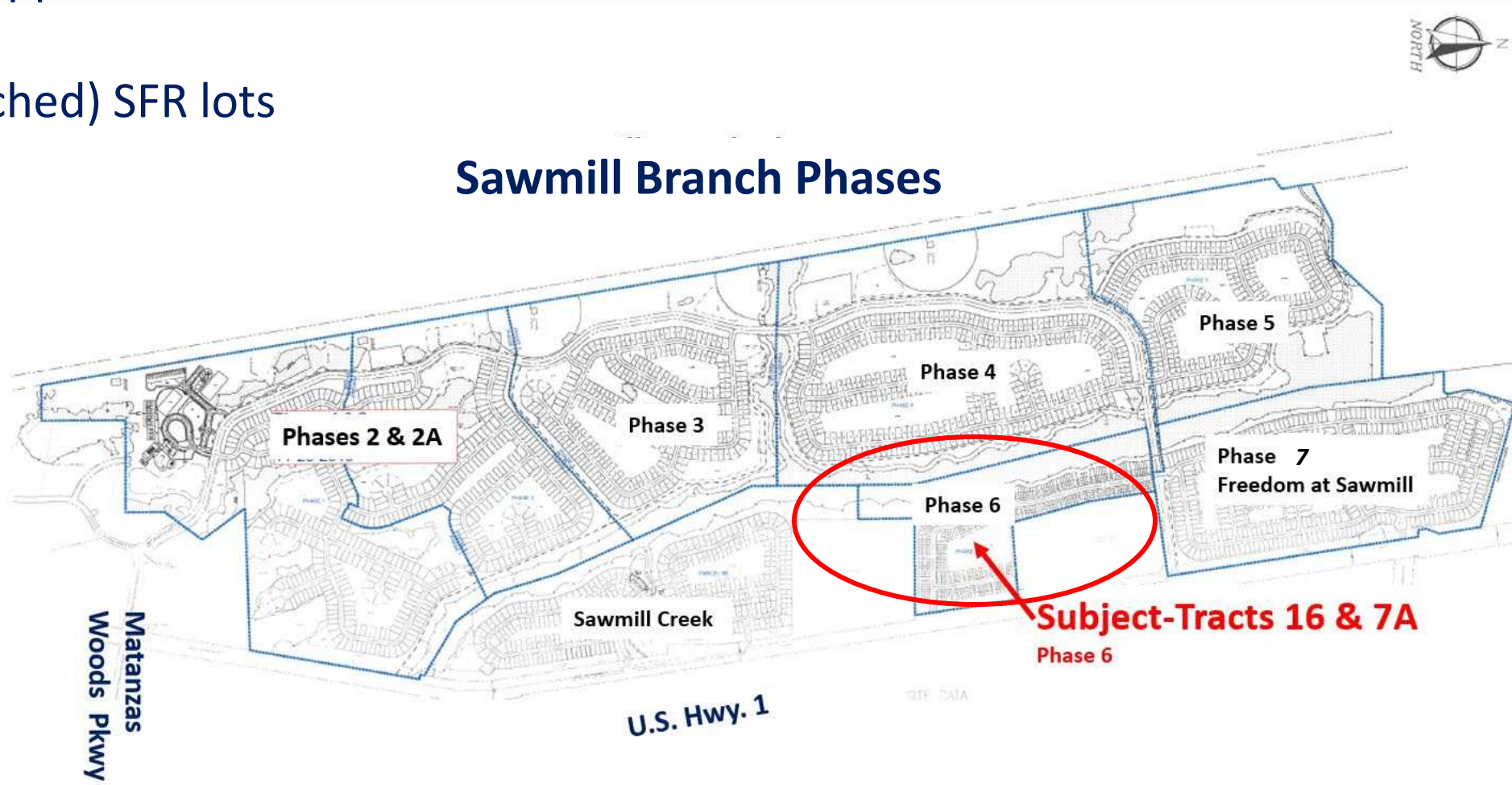
The Sawmill Branch phases span the northern portion of the Palm Coast Park MPD

- Phase 6 is currently approved for 320 townhouse lots on 18-foot wide lots
- Proposing 244 (detached) SFR lots on 30-foot wide lots

Sawmill Branch Phases



Sawmill Branch Phases



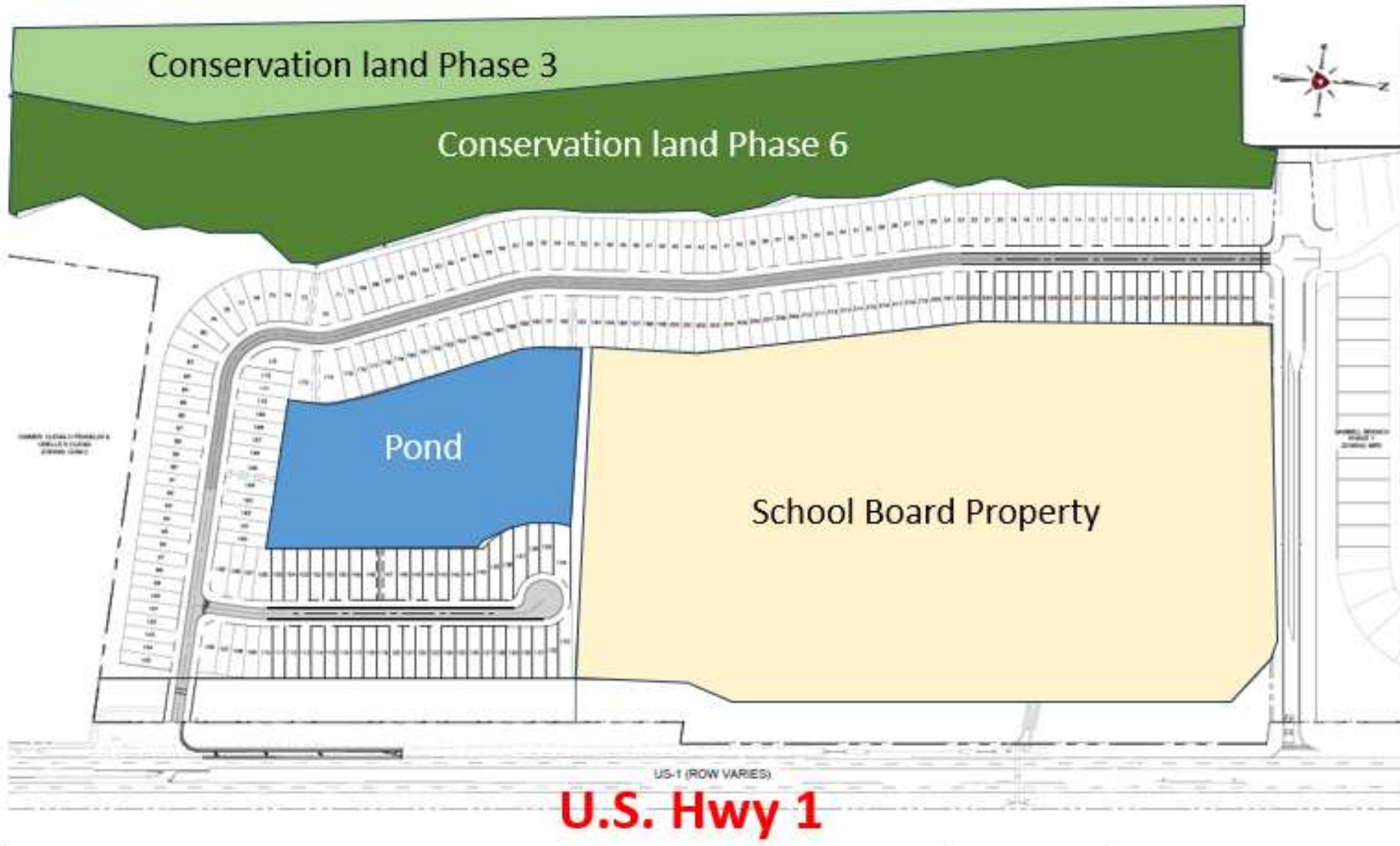
- June 18, 2024 – Subject property received Subdivision Master Plan approval for Sawmill Branch Phase 6 - 320 townhouse lots.
- The Preliminary Plat for the townhouse project is currently under review. The most recent comment letter to the applicant is dated May 29, 2025.
- The applicant is requesting to change the proposed development from a 320-lot townhouse development to a 244-lot (detached) single family residential development.
- Tract 16 currently only allows MFR uses in Table 4-1 of the MPD Agreement. So, this request includes allowing SFR on Tract 16.



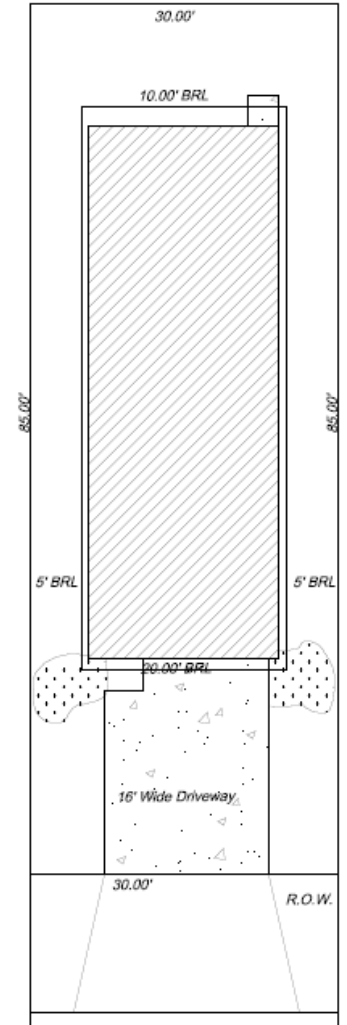
Development Standards

- Lots - 30 feet wide
- Lots - 2,550 SF min. area
- 1,000 SF Living area (same as current MPD Agmt.)
- 1,550 SF or less - one car garage

Criteria-Palm Coast Park MPD	Low Density Residential (SFR)	Medium Density Residential (MFR)	Approved Sawmill Branch Ph. 6 Townhouse development	Proposed Standards for Tract 16 and 7A
Minimum Lot Size	4,000 s.f.	2,000 s.f.	2,000 s.f.	2,550 s.f.
Minimum Lot With	40'	18'	18'	30'
Maximum Density (units per acre) ⁷	6	10 DU/Acre max	10 Max 6.69 net	7 DU/Acre 5.10 net
Minimum Living Area (square feet)	1,000 s.f.	650 s.f.	650 s.f.	1,000 s.f.
Minimum Front Setback	10' (20' to garage)	10' (20' to garage)	10' (20' to garage)	20'
Minimum Rear Setback	10'	10'	10'	15'
Minimum Street Rear Setback	10'	10'	10'	15'
Minimum Side Setback	5'	10'	10'	5'
Minimum Street Side Setback	20'	10'	10'	15'
Maximum Impervious Surface Ratio (ISR) ¹⁰	75%	80% MFR 26.63% (TH)	80% max	75%
Maximum Building Height ¹¹	35' SFR	45' Max.	27'	35' Max



Typical Lot Layout





- A. The proposed development must not be in conflict with or contrary to the public interest;
- B. The proposed development must be consistent with the Comprehensive Plan and the provisions of this LDC;
- C. The proposed development must not impose a significant financial liability or hardship for the City;
- D. The proposed development must not create an unreasonable hazard, or nuisance, or constitute a threat to the general health, welfare, or safety of the City's inhabitants;
- E. The proposed development must comply with all other applicable local, state and federal laws, statutes, ordinances, regulations, or codes.



- The amendment proposes a less dense development. The single-family residential neighborhood will not be in conflict with the public interest.
- The request is consistent with the Comp Plan as identified in the staff report. Specifically – Chapter 3 Housing Element - Goal 3.4.
 - *Goal 3.4 Diversity in Housing.* Allow a variety of lot sizes and housing types to meet the needs of the citizenry through all stages of life. The City has an over abundance of ¼-acre platted single-family lots. There is a need for different sized lots and different types of housing.
- Utilities are currently available and will be extended and installed at the owner' expense. The project will not impose a financial burden on the city.



- A. Consistency with all adopted elements of the Comprehensive Plan and whether it furthers the goals and objectives of the Comprehensive Plan.
- B. Consistency with the general intent of the LDC.
- C. Degree of departure of the proposed development from surrounding areas in terms of character and density/intensity.
- D. Compatibility within the development and relationship with surrounding neighborhoods.
- E. Adequate provision for future public education and recreation facilities, transportation, water supply, sewage disposal, surface drainage, flood control, and soil conservation as shown in the development plan.
- F. The feasibility and compatibility of development phases to stand as independent developments.



- G. The availability and adequacy of primary streets and thoroughfares to support traffic to be generated within the proposed development.
- H. The benefits within the proposed development and to the general public to justify the requested departure from standard development requirements inherent in a Master Planned Development District classification.
- I. The conformity and compatibility of the development with any adopted development plan of the City of Palm Coast.
- J. Impact upon the environment or natural resources.
- K. Impact on the economy of any affected area.



- The current density allowed on Tracts 16 and 7A of the Palm Coast Park Master Planned Development is ten units per acre.
- The applicant is requesting a maximum density of seven units per acre.
- The tracts are currently approved for a 320 lot/unit townhouse development.
- The applicant is proposing to reduce the number of lots/units on these tracts by 76 (244 SFR lots)
- This project will provide less units, create less traffic and be more consistent with the other single family residential developments in Palm Coast Park and the other Sawmill Branch single family residential projects which are approved and under construction or are currently under review.



Staff finds that the requested MPD amendment meets the developmental criteria of both:

- LDC Section 2.05.05
- LDC Section 2.09.04.



- The applicant hosted a neighborhood meeting as required by LDC Section 2.05.02 at 6:00 p.m. on Tuesday, February 17, 2026, in the cafeteria (Room 511 & 512) of Indian Trails Middle School, 5505 Belle Terre Parkway, Palm Coast.
- No one from the public attended the meeting.
- Staff has not received any correspondence from the public regarding this request.



The Planning and Land Development Regulation Board reviewed this application at its regularly scheduled meeting on March 18, 2026 and found the request to be in compliance with the Comprehensive Plan and recommended that City Council approve this application subject to the following conditions:

1. Provide an additional 20ft wide landscaping break every twelve lots.
2. Provide a small amenity for the residents such as a playground.



- April 21, 2026 - City Council – 1st reading of the ordinance
- May 5, 2026 – City Council – 2nd reading of the ordinance

Followed by:

- Subdivision Master Plan
- Preliminary Plat
- Final Plat



Applicant is available for questions



**ORDINANCE 2026-
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 21^t day of April 2026.

ADOPTED on second reading after due public notice and hearing this 5th day of May 2026.

ATTEST:

CITY OF PALM COAST

KALEY COOK, CITY CLERK

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.

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

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 ____ day of _____, 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.

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*.
4. The MPD Agreement and this 2026 MPD Amendment are consistent with the City's Comprehensive Plan.
6. 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*.

MODIFIED TERMS

7. Table 4-1 shall allow SFR in the Zoning Category for Tract 16.
8. 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

9. **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.

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

11. 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.

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

13. 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.

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

WITNESS my hand and official seal this ___ day of _____, 2026.

WITNESSES:

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 ___ day of _____, 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.

Signature

(Seal)

Printed Name

ATTEST:

CITY OF PALM COAST, FLORIDA

By: _____

Kaley Cook, City Clerk

Dated: _____

By: _____

Michael Norris, Mayor

Approved as to form and legality.

Marcus Duffy, City Attorney



**COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT
FIRST AMENDMENT TO THE FIFTH AMENDMENT
OF THE PALM COAST PARK MASTER PLANNED DEVELOPMENT AGREEMENT
CITY COUNCIL
PUBLIC HEARING ON APRIL 21, 2026**

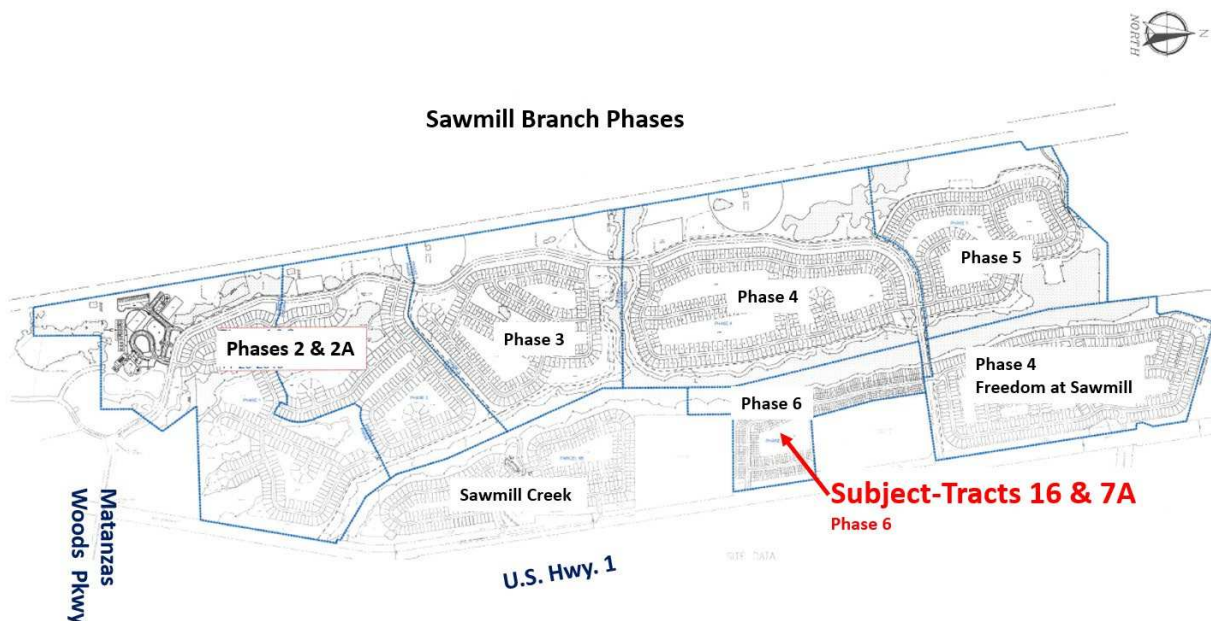
OVERVIEW

Application Number: 6431
Applicant: Michael D. Chiumento III
Property Location: West side of U.S. Hwy 1 approximately 0.8 miles south of Old Kings Road N.
Property Owner: Forestar (USA) Real Estate Group
Parcel ID #: 16-10-30-0000-01010-00A1
Current FLUM: Development of Regional Impact (DRI) - Mixed Use
Current Zoning: Master Planned Development (MPD) – Palm Coast Park
Current Use: Vacant
Size of Property: ±65.92 acres
Requested Action: Request to amend the Fifth Amendment to the Palm Coast Park Master Planned Development Agreement (Agreement) to allow single family residential development on Tract 16 and to add development standards for single family residential development on Tracts 16 and 7A.

ANALYSIS

REQUESTED ACTION

This request is specific to Tracts 16 and 7A (Subject Tracts) of the Palm Coast Park Master Planned Development (MPD). Tracts 16 and 7A are known as Sawmill Branch Phase 6.



Tract 16 of the MPD is designated MFR-1 in the LDC Zoning Category column in Table 4-1 of the 5th Amendment to the Palm Coast Park MPD Agreement. This amendment proposes to add SFR to this column for Tract 16.

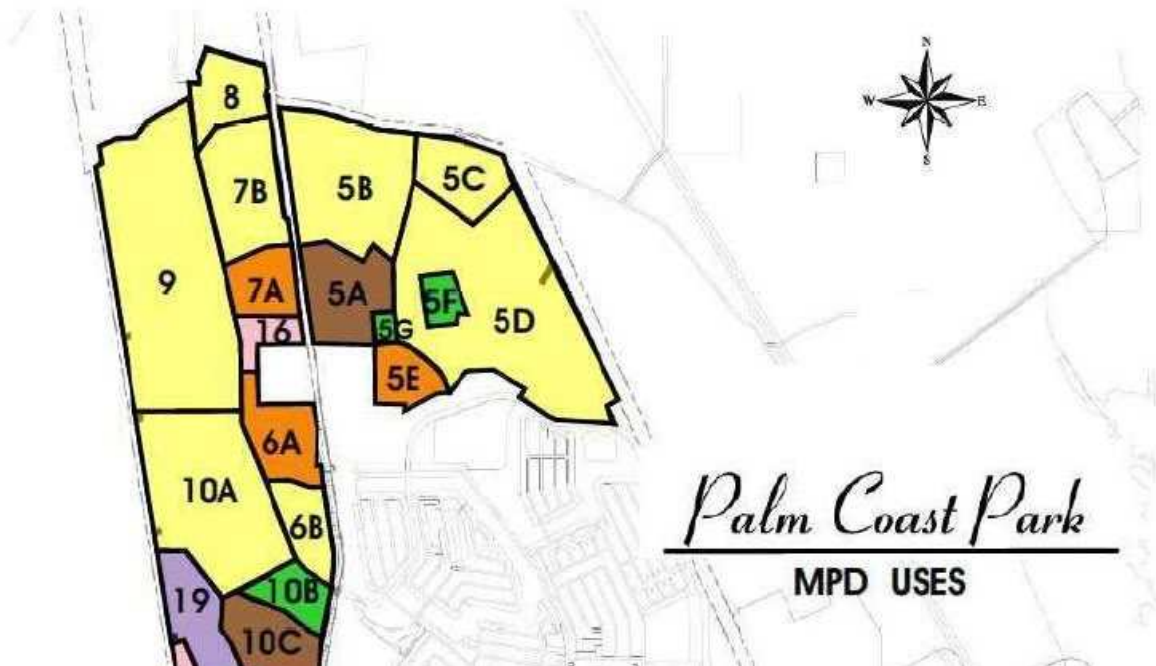
Additionally, the request is to provide Development Standards for (detached) single family residential on tracts 16 and 7A which include the following development standards:

- Minimum lot width - 30 feet
- Minimum lot area - 2,550
- One car garage for units with less than 1,550 SF of living area and two car garages for units with 1,550 SF or more of living area.

BACKGROUND/SITE HISTORY

The Palm Coast Park Development of Regional Impact (DRI) was approved in December 2004. The Palm Coast Park Master Planned Development (MPD) Agreement was approved in October 2011. The Ninth Amendment to the DRI and Fifth Amendment to the MPD were approved by City Council in May 2023.

This image is the northern portion of the Palm Coast Park Tract Map:



A portion (30+ acres) of Tract 7A was conveyed to the School Board of Flagler County in September of 2020.

Tract 16 and the remainder of Tract 7A of the MPD, known as Sawmill Branch Phase 6, received approval of a Subdivision Master Plan for 320 townhouse lots by the Planning and Land Development Regulation Board on June 18, 2024. The Preliminary Plat for the townhouse project is currently under review. The most recent comment letter to the applicant is dated May 29, 2025. The applicant is requesting to change the proposed development from a townhouse development to a (detached) single family residential development.

PROJECT DESCRIPTION

The applicant is proposing to construct 244 (detached) single family residential homes on 30-foot-wide lots on the Subject Tracts of the Palm Coast Park MPD. These Tracts are currently approved for 320 townhouse lots.

This will reduce the density/number of units on these tracts by 76 lots. In addition to decreasing the approved, and potential density, on these tracts, there will be less traffic generated by the fewer units and less demand for water and sewer services.

Criteria-Palm Coast Park MPD	Low Density Residential (SFR)	Medium Density Residential (MFR)	Approved Sawmill Branch Ph. 6 Townhouse development	Proposed Standards for Tract 16 and 7A
Minimum Lot Size	4,000 s.f.	2,000 s.f.	2,000 s.f.	2,550 s.f.
Minimum Lot With	40'	18'	18'	30'
Maximum Density (units per acre) ⁷	6	10 DU/Acre max	10 Max 6.69 net	7 DU/Acre 5.10 net
Minimum Living Area (square feet)	1,000 s.f.	650 s.f.	650 s.f.	1,000 s.f.
Minimum Front Setback	10' (20' to garage)	10' (20' to garage)	10' (20' to garage)	20'
Minimum Rear Setback	10'	10'	10'	15'
Minimum Street Rear Setback	10'	10'	10'	15'
Minimum Side Setback	5'	10'	10'	5'
Minimum Street Side Setback	20'	10'	10'	15'
Maximum Impervious Surface Ratio (ISR) ¹⁰	75%	80% MFR 26.63% (TH)	80% max	75%
Maximum Building Height ¹¹	35' SFR	45' Max.	27'	35' Max

LAND USE AND ZONING INFORMATION

USE SUMMARY TABLE:

CATEGORY:	EXISTING:	PROPOSED:
Future Land Use Map (FLUM)	DRI- Mixed Use	DRI- Mixed Use
Zoning District	MPD	MPD
Use	Vacant Land	Vacant Land
Acreage	±65.92 acres	±65.92 acres

SURROUNDING LAND USES:

NORTH: FLUM: DRI – Mixed Use
 Zoning: MPD

EAST: FLUM: DRI- Mixed Use
 Zoning: MPD

SOUTH: FLUM: DRI- Mixed and Mixed Use
 Zoning: MPD and COM-2

WEST: FLUM: DRI-Mixed Use
 Zoning: MPD

ANALYSIS BASED ON UNIFIED LAND DEVELOPMENT CODE, CHAPTER 2, SECTION 2.05.05

The Unified Land Development Code, Chapter 2, Part II, Section 2.05.05 states: *When reviewing a development order application, the approval authority shall determine whether sufficient factual data was presented in order to render a decision. The decision to issue a development order shall be based upon the following, including but not limited to:*

A. The proposed development must not be in conflict with or contrary to the public interest;

Staff Finding: The current density allowed on Tracts 16 and 7A of the Palm Coast Park Master Planned Development is ten units per acre. The applicant is requesting a maximum density of seven units per acre. The tracts are currently approved for a 320 lot/unit townhouse development. The applicant is proposing to reduce the number of lots/units on these tracts by 76. This project will provide less units, create less traffic and be more consistent with the other single family residential developments in Palm Coast Park and the other Sawmill Branch single family residential projects which are approved and under construction or are currently under review.

B. The proposed development must be consistent with the Comprehensive Plan and the provisions of this LDC;

Staff Finding: The request is consistent with the Comprehensive Plan. The following Goals Objectives and Policies are provided for elaboration:

- **Chapter 3 Housing Element**

Goal 3.4 Diversity in Housing. Allow a variety of lot sizes and housing types to meet the needs of the citizenry through all stages of life.

The City has an over abundance of ¼-acre platted single-family lots. There is a need for different sized lots and different types of housing...to meet the needs of the expanding and diversifying population.

The City wants to emphasize the importance of a housing supply that recognizes the “life stage” of its current and future residents. “Life Stage” housing recognizes that housing availability encompasses a spectrum of residential options tailored to meet the diverse needs and circumstances of individuals and families across various stages of life. These stages may range from young families starting out on their own, couples with no children, all the way to “empty nesters” or couples whose children have moved out on their own. Beyond particular housing types, the concept of “life stage” recognizes the need for the availability and affordability of housing as determined by the “life stage” of a household/family. Provide a diverse range of housing options that accommodate the evolving needs and preferences of residents throughout all stages of life.

Staff findings: The proposed lot size has not been previously provided in the City.

- **Chapter 1 Future Land Use Element:**

-Policy 1.1.1.3 – Measured on a citywide, or cumulative basis, the following density and intensity limitations shall be placed on the FLUM designations: Development of Regional Impact, as discussed in Policy 1.1.1.1.

-Policy 1.1.1.1. DRI (Mixed Use) allowable uses and density: As vested in the approved DRI documents and/or issued development orders.

Staff Findings: The proposed development standards are consistent with the DRI and MPD documents and are less intensive than what is currently allowed on the Subject Tracts. A single-family residential development is consistent with the surrounding existing and proposed development projects.

-Objective 1.1.4 – Discourage Urban Sprawl – Promote compact and contiguous development, a mixture of land uses, and discourage urban sprawl.

Staff Findings: The project site is proposed on tracts within the Palm Coast Park MPD and are surrounded by other single family residential development.

-Policy 1.3.1.3 – The City shall encourage development to locate in the areas where public facilities, infrastructure, and services are available. Where there are deficiencies and where appropriate, the City shall require the developer to provide or extend the facilities as necessary to accommodate development. Applicable impact fees shall be used by the City consistent with State law to offset the costs of the City providing facilities.

Staff Findings: Public facilities have been previously evaluated for the townhome project and service is currently available. This change will be less burdensome on the City with regards to usage of water and sewer, given the reduced number of units.

C. The proposed development must not impose a significant financial liability or hardship for the City;

Staff Finding: City utilities are currently available for this project. Any extensions of City services will be installed at the cost of the developer. The developer will be required to pay applicable impact fees to ensure that the City does not have financial liability for the project.

D. The proposed development must not create an unreasonable hazard, or nuisance, or constitute a threat to the general health, welfare, or safety of the City's inhabitants;

Staff Finding: The changes proposed will allow for a development which is less intensive than what is currently allowed. Development of the proposed single family residential neighborhood will not create a threat to the general health, welfare or safety of the City's inhabitants.

E. The proposed development must comply with all other applicable local, state and federal laws, statutes, ordinances, regulations, or codes.

Staff Finding: The subject property will be required to comply with the requirements of all other applicable local, state and federal agencies throughout the development process.

ANALYSIS BASED ON UNIFIED LAND DEVELOPMENT CODE, CHAPTER 2, SECTION 2.09.04

The Unified Land Development Code, Chapter 2, Part II, Sec. 2.09.04 states: "*The Planning and Land Development Regulation Board and City Council shall consider the following criteria, in addition to the findings listed in Subsection 2.05.05, when reviewing a master planned development application*":

A. Consistency with all adopted elements of the Comprehensive Plan and whether it furthers the goals and objectives of the Comprehensive Plan.

Staff Finding: As previously stated, the proposed application is consistent with the Comprehensive Plan.

B. Consistency with the general intent of the LDC.

Staff Finding: The standards established in the Palm Coast Park MPD were found to be consistent with the general intent of the LDC when approved. This request reduces the minimum lot width and area of a (detached) single-family residential lot in the MPD. However, the proposed minimums are greater than what is currently allowed on the Subject Tracts for townhouse lots. This may be considered consistent with the intent of the MPD.

C. Degree of departure of the proposed development from surrounding areas in terms of character and density/intensity.

Staff Finding: The request reduces the minimum width of a single-family residential lot in Palm Coast Park by 10 feet and the minimum lot area by 1,450 s.f. This will allow for a new housing type which is being proposed by the developer.

D. Compatibility within the development and relationship with surrounding neighborhoods.

Staff Finding: This request will be compatible with the surrounding single family residential neighborhoods and the Sawmill Branch projects which are currently under review and/or have been approved and are under construction.

E. Adequate provision for future public education and recreation facilities, transportation, water supply, sewage disposal, surface drainage, flood control, and soil conservation as shown in the development plan.

Staff Finding: The applicant has applied for School Concurrency with Flagler County Schools and shall be required to mitigate school concurrency during the platting process. The recreational amenities are being provided for these tracts at a neighboring project and will be shared with the Sawmill Branch community. As mentioned, public facilities have been evaluated and service is currently available.

F. The feasibility and compatibility of development phases to stand as independent developments.

Staff Finding: The developer proposes to build the entirety of the project in one phase.

G. The availability and adequacy of primary streets and thoroughfares to support traffic to be generated within the proposed development.

Staff Finding: The access and roads within the tracts have been approved with the current townhouse development. The applicant is proposing to keep the revised development plan consistent with what has been approved.

H. The benefits within the proposed development and to the general public to justify the requested departure from standard development requirements inherent in a Master Planned Development District classification.

Staff Finding: The public benefit requirements of the Palm Coast Park DRI and MPD have been met. Over the course of the DRI's implementation and amendment history, the developer has contributed:

- Preservation of over 1,845 acres of wetlands and nearly 116 acres of gopher tortoise habitat.
- Donation of the Hewlett's Mill historic site to the Florida Agricultural Museum.
- A \$7.5 million payment to the City for roadway construction, without receiving impact fee credits.
- Donation of land for key public infrastructure: 30 acres for a school site and 30 acres for our WWTP2 and well access easements.
- Donation of up to 74 acres, a linear park on the west side of US-1, and an east-west trail system connecting the DRI with nearby schools and the Sports Complex.

I. The conformity and compatibility of the development with any adopted development plan of the City of Palm Coast.

Staff Finding: The request is limited to Tracts 16 and 7A of the Palm Coast Park MPD. This will be a first-time request for 30' foot wide lots for (detached) single family homes with a one car garage. However, this will be compatible with the surrounding Palm Coast Park residential developments.

J. Impact upon the environment or natural resources.

Staff Finding: The project meets the LDC in compliance for protecting natural resources.

K. Impact on the economy of any affected area.

Staff Finding: The proposed project will provide jobs during construction of the project and provide a new housing type for residents.

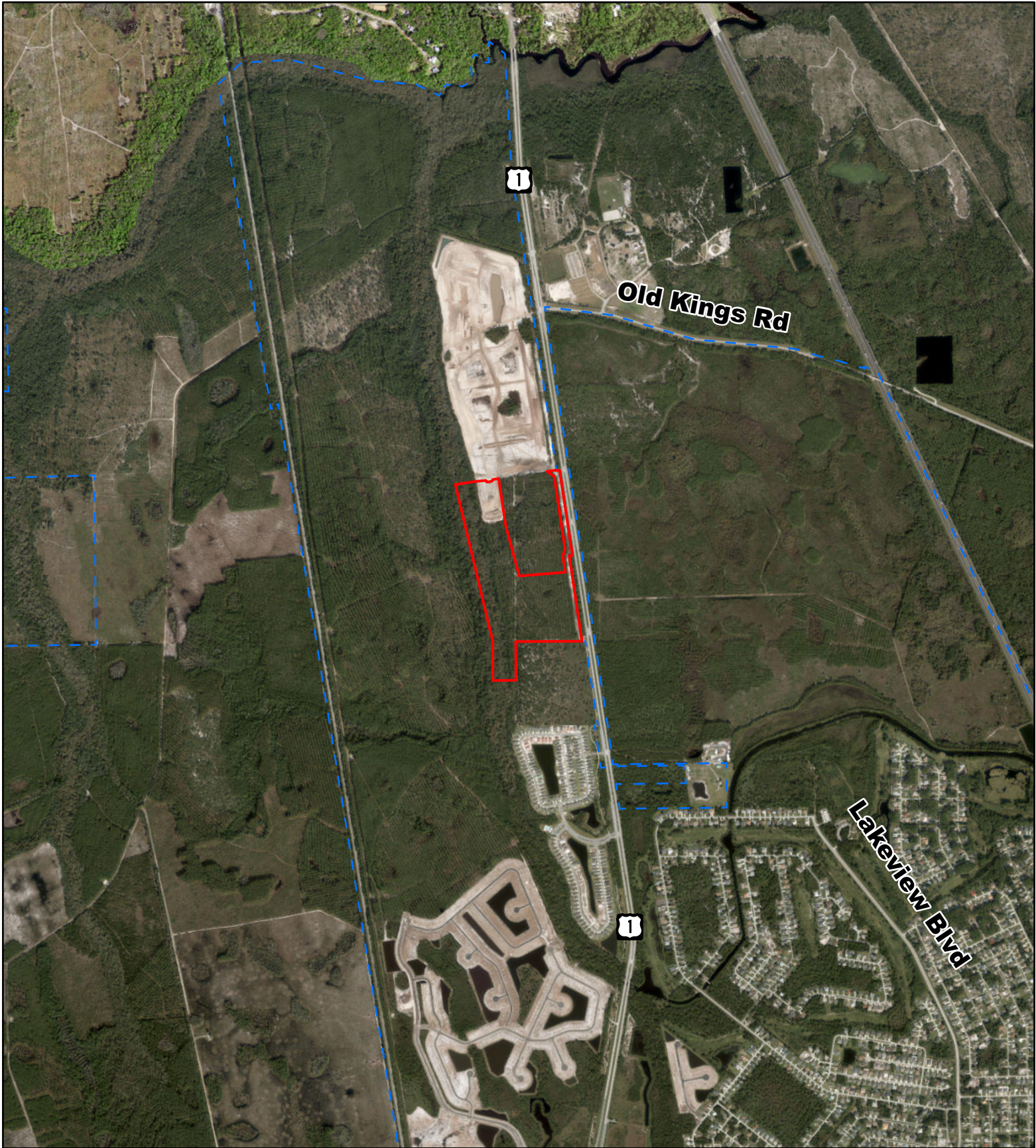
PUBLIC PARTICIPATION

The applicant hosted a neighborhood meeting as required by LDC Section 2.05.02 at 6:00 p.m. on Tuesday, February 17, 2026, in the cafeteria (Room 511 & 512) of Indian Trails Middle School, 5505 Belle Terre Parkway, Palm Coast. No one from the public attended the meeting.



RECOMMENDATION

The Planning and Land Development Regulation Board reviewed this application at its regularly scheduled meeting on March 18, 2026 and found the request to be in compliance with the Comprehensive Plan and recommended that City Council approve this application subject to the following conditions:

1. Provide an additional 20ft wide landscaping break every twelve lots.
2. Provide a small amenity for the residents such as a playground.



Distant Aerial

-  Palm Coast City Limits
-  Subject Property

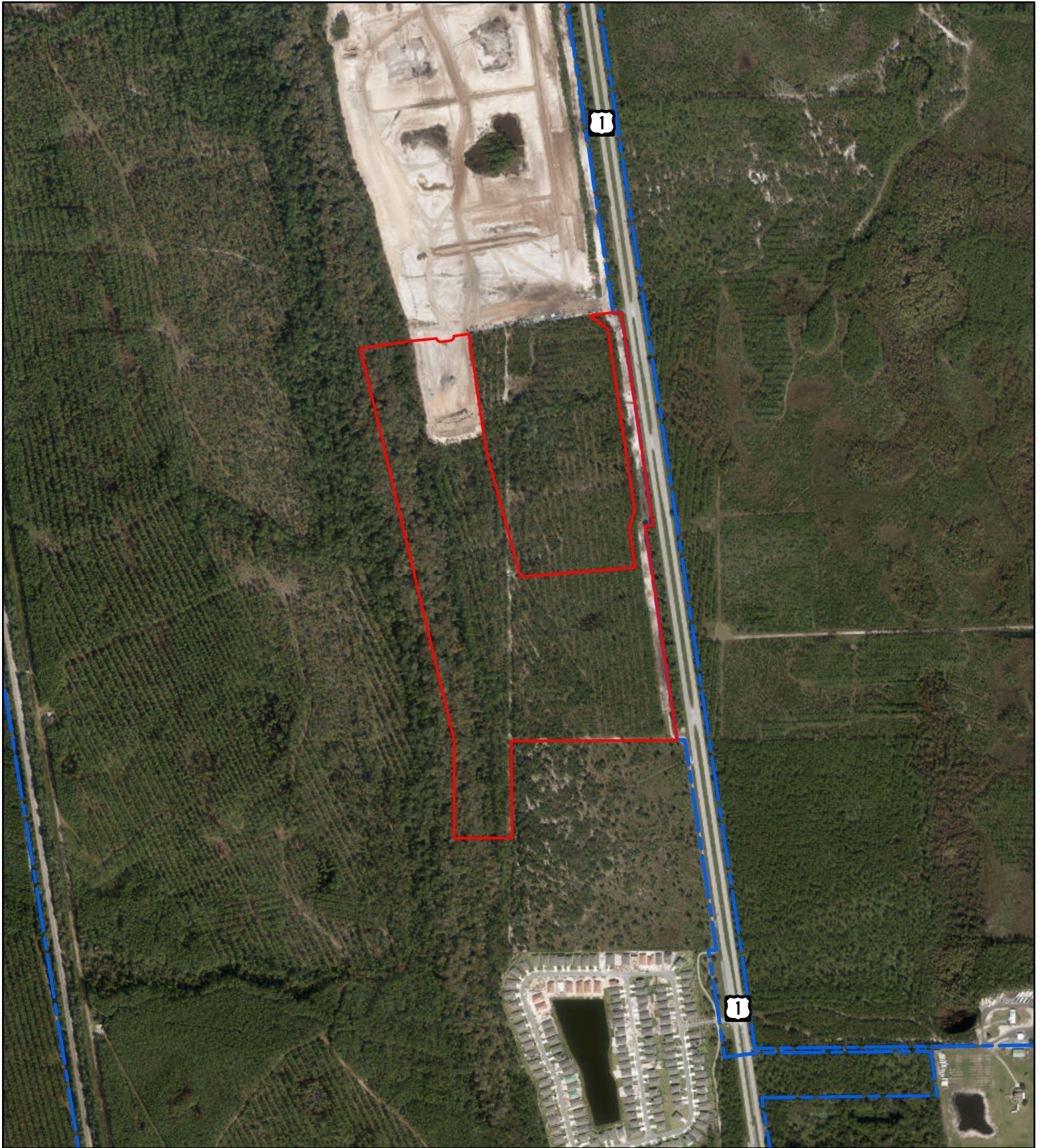


0 2,000
Feet





Map Provided by the Planning Division

Date: 4/26/2024



Close Up Aerial

-  Palm Coast City Limits
-  Subject Property

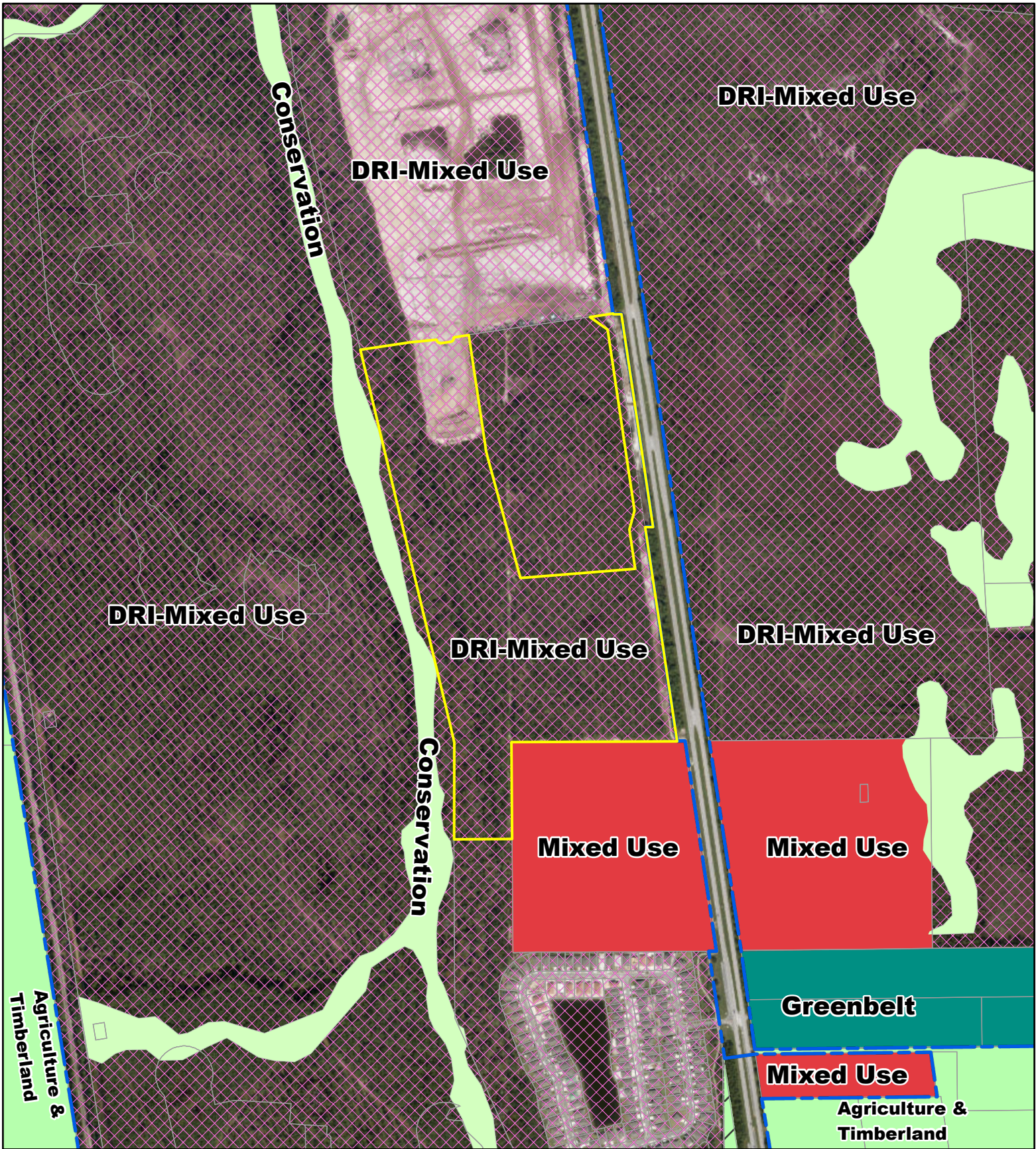


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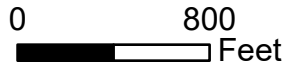
Map Provided by the Planning Division

Date: 4/26/2024



Future Land Use Map

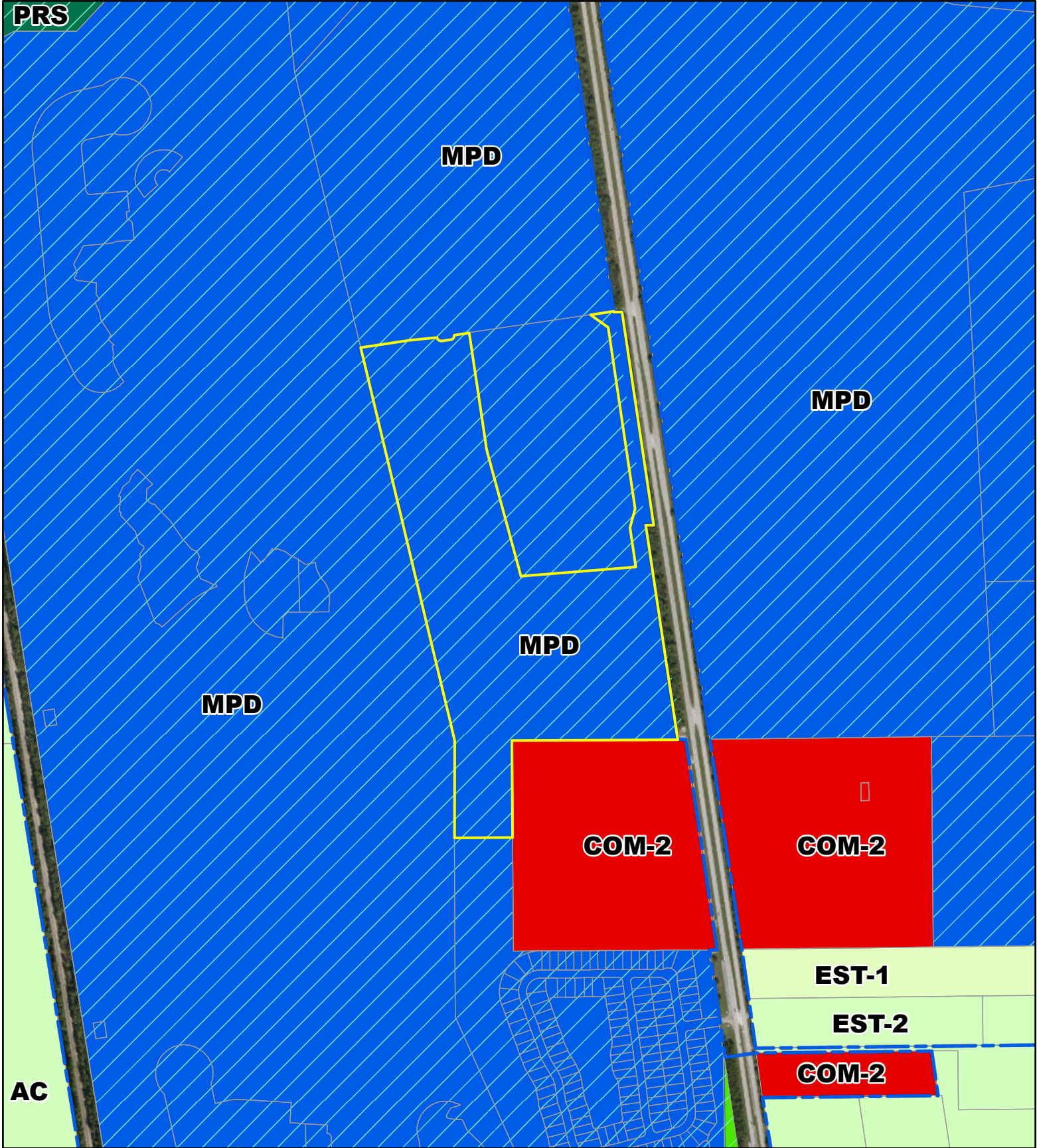
- Palm Coast City Limits
- Subject Property
- Palm Coast FLUM**
- Conservation
- DRI-Mixed Use
- Greenbelt
- Mixed Use
- AGRICULTURE & TIMBERLANDS, Annexed Area, Flagler County FLUM adopted
- Coastal High Hazard Area
- Unincorporated Flagler Future Land Use**
- AGRICULTURE & TIMBERLANDS



Map Provided by the Planning Division

Date: 4/26/2024

The City of Palm Coast prepares and uses this map/map data for its own purposes. This map/map data displays general boundaries and may not be appropriate for site specific uses. The City uses data believed to be accurate; however, a degree of error is inherent in all maps. This map/map data is distributed AS-IS without warranties of any kind, either expressed or implied including, but not limited to, warranties of suitability to a particular purpose or use. This map/map data is intended for use only at the published scale. Detailed on-the-ground surveys and historical analyses of sites may differ substantially from this map/map data.



Zoning Map

- Palm Coast City Limits
- Subject Property
- COM-2
- EST-1
- EST-2
- PRS
- MPD, MPD post 11-16-08 designation
- Unincorporated Flagler Zoning
- AC
- AGR



Map Provided by the Planning Division

Date: 4/26/2024

Michael D. Chiumento
Michael D. Chiumento III
William J. Bosch
Vincent L. Sullivan
Diane A. Vidal, P.A.*
Kareen Movsesyan
Sydney N. Stoneburner
Eric R. Sloan
Thomas R. Pycraft *

Michael D. Chiumento III
Managing Partner
Michael3@legalteamforlife.com



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Palm Coast, FL 32137

57 W. Granada Blvd.
Ormond Beach, FL 32174

November 7, 2025

City of Palm Coast
Via City Portal & E-Mail

**RE: Palm Coast Park Master Plan Development MPD Amendment
Application #6431**

Dear Sir or Madam:

In response to the City's comment letter dated September 29, 2025 please find applicant's responses below:

PLC – PLANNING PROJECT MANAGER - COMMENTS:

1. **Application – Need to submit new application including the following:
Application item C. Parcel numbers – has five parcel numbers. This application is only affecting the Sawmill Branch Phase 6 Parcel: 16-10-30-0000-01010-00A1. Need to remove the other four.**

This has been amended, please see attached.

Application item D. Legal Description says to See attached Exhibit "A". There is no Exhibit A. Need to provide the legal description

This has been updated, please see attached.

Application item E. Need to provide the correct acreage.

This has been updated

Application item L – Need to revise the request. A request for a new zoning category would be a change to the LDC (not an MPD Amendment). This request should be changed to "Request to add criteria for single family residential development on Tracts 16 & 7A of Palm Coast Park.

This has been updated.

Need to provide a written statement demonstrating the reasons the revisions are necessary or desirable. (LDC 2.09.05.1)

In accordance with Section 2.09.05.1 of the City of Palm Coast's Unified Land Development Code (LDC), the applicant provides the following statement of justification for the proposed amendment to the Master Planned Development (MPD) Agreement for Tracts 16 & 7A of Palm Coast Park:

Consistency with the Comprehensive Plan and LDC Intent

The LDC is intended to guide land use and development practices in a manner that promotes the public health, safety, welfare, and orderly growth of the City. The proposed amendment adds clearly defined criteria for single-family residential development on Tracts 16 & 7A, thereby aligning the MPD Agreement with the broader objectives of the City's comprehensive plan and the LDC.

Moreover, the City's Comprehensive Plan supports innovative MPDs and allows deviations from typical density and intensity standards when it advances creative planning, unique environmental/geographic circumstances or exceptional public benefits.

By formalizing the criteria for single-family residential use, the amendment strengthens consistency with these planning policies and ensures that the use of the land is transparent, predictable, and aligned with the City's vision for development.

Necessity of Amendment

The original MPD Agreement for Palm Coast Park may not have explicitly included or envisioned single-family residential development on these specific tracts, or may have lacked detailed criteria for such development. In order to ensure clarity and manageability of future development on Tracts 16 & 7A, the addition of criteria is necessary.

Without the amendment, there would be potential ambiguity in terms of permitted single-family residential development, which could lead to inconsistent outcomes, potential conflicts with infrastructure, environmental, or aesthetic requirements or reduced oversight.

The addition of criteria will help protect adjacent properties, preserve infrastructure capabilities, ensure compliance with zoning and development standards, and reduce risk of inappropriate uses that could undermine the project's integrity or the City's expectations.

Desirability of Amendment

Introducing single-family residential development on these tracts helps diversify housing opportunities within the MPD and within Palm Coast Park, which is desirable to meet market demand for single-family homes and to expand the housing supply in a controlled, well-planned manner.

By establishing detailed criteria (for example lot sizes, setbacks, architecture standards, open space, connectivity, access to amenities, landscaping buffers), the amendment ensures that single-family development will occur in a manner compatible with the surrounding uses in the MPD and

with the City's design and land-use standards.

The criterion-based approach allows the City and applicant to commit to high quality and well-integrated residential neighborhoods, minimizing potential negative impacts – such as traffic, stormwater runoff, noise, or conflicts with non-residential uses – while maximizing benefits such as housing value, community appeal, and enhanced infrastructure utilization.

From a public perspective, the amendment provides greater certainty for City planners, adjacent landowners and future residents. It embodies the “desirable” standard of the LDC by promoting planned, well-designed residential development that contributes positively to the community.

Relation to LDC Section 2.09.05.1 Criteria

- The proposed criteria align with the LDC and Comprehensive Plan as described above.
- They serve the public interest by providing regulated opportunities for single-family homes, thereby supporting housing diversity and community building.
- They protect surrounding properties by setting criteria that manage compatibility (i.e. setbacks, buffers, densities).
- They preserve the integrity of the MPD by ensuring that single-family development either complements or enhances the broad MPD vision, rather than undermines it.

2. Forestar USA Real Estate Group, Inc., as the property owner needs to provide a letter of authorization for this request.

Please see attached

3. Need to provide current Boundary survey.

Attached

4. Need to provide Analysis based on LDC subsection 2.05.05 and 2.09.04.

The proposed amendment to the Palm Coast Park MPD Amendment to add criteria for single-family residential development on Tracts 16 & 7A remains consistent with the City of Palm Coast Land Development Code (LDC).

Pursuant to LDC subsection 2.05.05, this amendment provides sufficient factual data to support the City's review and demonstrates that the proposed single-family residential use is not contrary to the public interest. The amendment ensures the development is consistent with the Comprehensive Plan by maintaining compatible residential densities, adequate infrastructure capacity, and adherence to applicable design and environmental standards established in the LDC and the existing MPD framework.

In accordance with LDC subsection 2.09.04, this modification follows the established procedures for amendments to a Master Planned Development. The amendment does not alter the overall intent or character of the approved MPD, but rather refines the development criteria to allow single-family residential uses that are compatible with surrounding development and consistent

with the City's development policies.

Therefore, the amendment complies with the procedural and substantive requirements of LDC 2.05.05 and 2.09.04 by providing a clear, consistent, and orderly approach to the continued implementation of the Palm Coast Park MPD.

5. Neighborhood meeting is required for this project. If applicant wishes to waive this requirement, please submit a request addressed to the Land Use Administrator to waive this requirement with reasons justifying the request. Otherwise, need to provide a list of the names, mailing addresses and parcel numbers of all property owners within 500 feet of the subject property.

We will hold the neighborhood meeting a minimum of 14 days prior to the Planning Board Meeting. We will work with City Staff to get a date scheduled that is mutually convenient.

6. Need to provide school capacity availability Letter of Determination.

We have submitted the application for this.

7. Suggest providing graphics with the request showing the proposed product as provided during the meeting with City Staff.

See attached proposed graphics.

Sincerely,

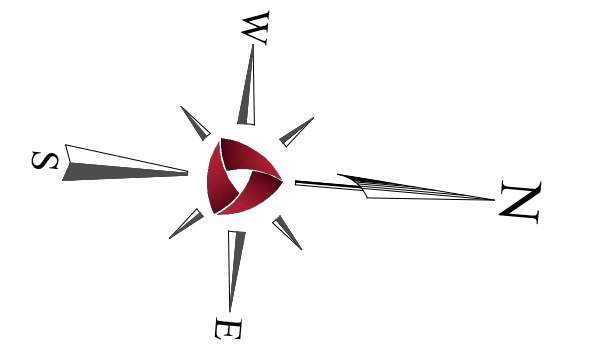
A handwritten signature in black ink, appearing to read 'MDC', with a long horizontal stroke extending to the right.

Michael D. Chiumento III
Attorney
MDC/cm

Enclosure

LOT BREAKDOWN

30' X 120' = 244 LOTS



SAWMILL BRANCH
PHASE 4
ZONING: MPD

OWNER: CLEGG H FRANKLIN &
ODELLE S CLEGG
ZONING: COM-2

STORMWATER
POND

OWNER: FLAGLER COUNTY SCHOOL
BOARD
ZONING: MPD

SAWMILL BRANCH
PHASE 7
ZONING: MPD

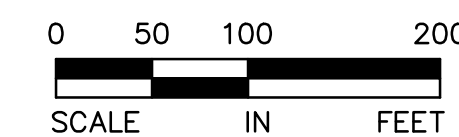
US-1 (ROW VARIES)

SAWMILL BRANCH PHASE 6

PALM COAST, FL

CONCEPT B

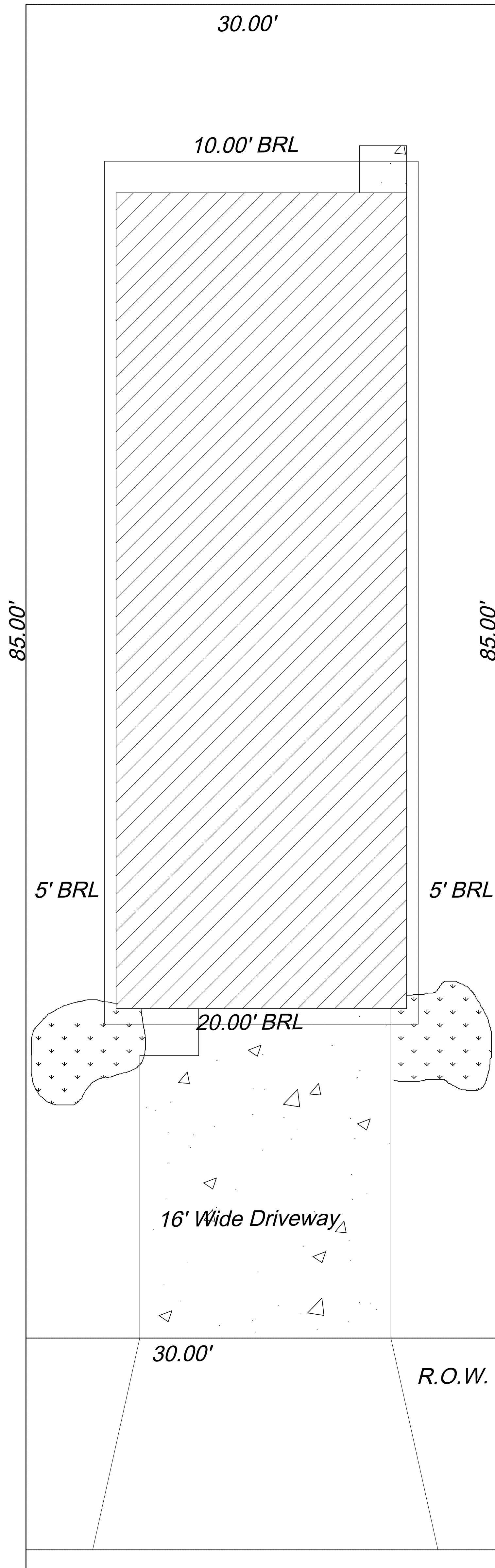
PROJECT MANAGER: AVO
DRAWN BY: NMT
DATE: 2025-5-7



ALLIANT

CADD FILE: V:\Projects\Foran\SAWMILL BRANCH PHASE 6 - Single Family - Concept B.dwg
PLOT DATE: May 07, 2025 3:35pm

SAWMILL 6 TYPICAL SITE PLAN



LOT AREA- 2550 SQ. FT.
IMPERVIOUS BLDG AREA-962
IMPERVIOUS CONCRETE=327
TOTAL IMPERVIOUS = 1289=51%

25% FRONT PLANTING AREA= 80 SQ FT



STREET VIEW

Michael D. Chiumento
Michael D. Chiumento III
William J. Bosch
Vincent L. Sullivan
Diane A. Vidal
Kareen Movsesyan
Meredith Wearsch
Mark Hall
Eric R. Sloan, *of-counsel*

Michael D. Chiumento III
Managing Partner
Michael3@legalteamforlife.com



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Tel. (386) 445-8900
Fax: (386) 445-6702

2 Camino Del Mar
Palm Coast, FL 32137

By Appointment Only:
57 W. Granada Blvd.
Ormond Beach, FL 32174



February 3, 2026

**RE: Parcel Identification Number 16-10-30-0000-01010-00A1
Forestar USA Real Estate Group, Inc.**

To Whom It May Concern:

Forestar USA Real Estate Group, Inc. a Florida corporation is the owner of approximately 65.924 acres located on the west side of U.S. Hwy 1 approximately 0.8 miles south of Old Kings Road N. (Parcel identification number: 16-10-30-0000-01010-00A1) as further described on the attached **Exhibit "A"**.

Currently, the owner has an application into the City of Palm Coast for an Amendment to the Fifth Amended Restated & Reformatted Palm Coast Park Master Plan Development Agreement. The intent of the application is to allow for single family residential detached units on Tracts 7A and 16. This request is consistent with the City's comprehensive plan.

As required by City Code, we will be having a neighborhood meeting on **Tuesday, February 17, 2026 at 6:00 p.m. at the Cafeteria (Room 511 & 512) of Indian Trails Middle School, 5505 Belle Terre Parkway, Palm Coast, Florida 32137** (see attached **Exhibit "B"** with directions on how to enter the school) to answer any of your questions. It is open to the public.

Sincerely yours,

Michael D. Chiumento III

EXHIBIT "A"

LEGAL DESCRIPTION: REVISED SAWMILL BRANCH AT PALM COAST PHASE 6

A PARCEL OF LAND LYING WEST OF U.S. HIGHWAY NO. 1 (STATE ROAD 5) IN GOVERNMENT SECTIONS 9, 16 AND 47, TOWNSHIP 10 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA, ALSO BEING A PORTION OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 2248, PAGES 203 THROUGH 207, OF THE PUBLIC RECORDS OF 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°57'14" 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.
SAID PARCEL OF LAND CONTAINING 2,871,647.98 SQUARE FEET OR 65.924 ACRES MORE OR LESS.

EXHIBIT "B"

Enter at northern gate of Indian Trails and park in the Sigma Parking lot.



CLEGG H FRANKLIN & ODELLE S
CLEGG TRUSTEE
BOX 233
PIERSON, FL 32180

DEAL DONALD L JR TRUSTEE &
& SHYLA D MEECE TRUSTEE
1102 NORTH DAYTONA AVENUE
FLAGLER BEACH, FL 32136

DR HORTON INC - JACKSONVILLE
4220 RACE TRACK RD STE 100
SAINT JOHNS, FL 32259

DR HORTON INC - JACKSONVILLE
4220 RACE TRACK RD SUITE 100
ST JOHNS, FL 32259

FORESTAR (USA) REAL ESTATE GROUP
2221 E LAMAR BLVD STE 790
ARLINGTON, TX 76006

FORESTAR USA REAL ESTATE GROUP
2221 E LAMAR BLVD STE 790
ARLINGTON, TX 76006

OPTIMUM GLOBAL PROPERTIES LLC
6996 PIAZZA GRANDE AVE SUITE 202
ORLANDO, FL 32835

PALM COAST COMMUNITY DEVELOPMENT
219 EAST LIVINGSTON ST
ORLANDO, FL 32801

PALM COAST PARK COMMUNITY
DEVELOPMENT DISTRICT
210 N UNIVERSITY DR SUITE 702
CORAL SPRINGS, FL 33071

SCHOOL BOARD OF FLAGLER
COUNTY, FLORIDA
1769 EAST MOODY BLDG #2 P O BOX 71
BUNNELL, FL 32110

Michael D. Chiumento
Michael D. Chiumento III
William J. Bosch
Vincent L. Sullivan
Diane A. Vidal, P.A.*
Kareen Movsesyan
Sydney N. Stoneburner
Eric R. Sloan
Thomas R. Pycraft*
Christy Earls
Paul H. Threatt



145 City Place, Suite 301
Palm Coast, FL 32164
Tel. (386) 445-8900
Fax: (386) 445-6702

2 Camino Del Mar
Palm Coast, FL 32137

57 W. Granada Blvd.
Ormond Beach, FL 32174

Michael D. Chiumento III
Managing Partner
Michael3@legalteamforlife.com

Proudly serving Flagler and Volusia Counties for over 50 years

March 3, 2026

City of Palm Coast
160 Lake Avenue
Palm Coast, FL 32164
Via E-Mail Only

**RE: Parcel Identification Number 16-10-30-0000-01010-00A1
Forestar USA Real Estate Group, Inc.
Application Number 6431**

Dear Sir or Madam:

On Tuesday, February 17, 2026 at 6:00 p.m., the Applicant on Application Number 6431 conducted a neighborhood information meeting held at the Cafeteria (Room 511 & 512) of Indian Trails Middle School, 5505 Belle Terre Parkway, Palm Coast, Florida 32137. As noted by the attached sign-in sheet, no one from the public attended. Present at the meeting were myself, Robert Porter, applicant representative, and Estelle Lens, City Planner.

Sincerely,

Michael D. Chiumento III
Attorney
MDC/cm

Enclosures



NOTIFICATION AFFIDAVIT FOR OFFICIAL ZONING MAP AMENDMENT (REZONING)

COUNTY OF FLAGLER X
STATE OF FLORIDA X

Before me this 3 day of March, 2026 personally appeared
Thomas Davidson who after providing personally known as
identification and who did, did not take an oath, and who being duly sworn, deposes
and says as follows: "I have read and fully understand the provisions of this instrument".

1 signs have been posted on the subject property subject to a rezoning as described
(# of signs) with Application # 6431

At least fourteen (14) calendar days before the hearing date advertising the date, time, and
location of the Planning & Land Development Regulation Board (PLDRB)

AND/OR

At least fourteen (14) calendar days before the hearing date advertising the date, time, and
location of the City Council 1st public hearing.

AND/OR

At least ten (10) calendar days before the hearing date advertising the date, time, and location of
the City Council 2nd public hearing.

Signature of Responsible Party

Thomas Davidson, 145 City Pl., Ste 301
Print Name & Mailing Address Palm Coast, FL 32164

Signature of Person Taking Acknowledgement

Caroline McNeil

Name of Acknowledger (Typed, Printed or Stamped)



This document, once executed, must be returned to a Land Development Technician in the City
of Palm Coast Community Development Department prior to the hearing date. Failure to
provide document by that time will result in the application not being placed on the agenda for
a public hearing.

Please attach a photo of posted sign(s).

City of Palm Coast NOTICE OF PUBLIC HEARING

Application Number: 6431

The City of Palm Coast Planning Board will hold a public hearing on the application at 5:30, P.M. on MARCH 18, 2026.

The City of Palm Coast City Council will hold a public hearing on this application at 9:00, A.M. on April 21, 2026 for the 1st Hearing
6:00, P.M. on MAY 5, 2026 for the 2nd Hearing

City Council public hearing not required.

Description of Request

Special Exception

Rezoning

Future Land Use Amendment

Special Use

Public Use

Semi Public Use

REQUEST AMENDMENT TO THE PALM COAST PARK
MPD FOR TRACTS 16 AND 7A TO ALLOW
SINGLE FAMILY RESIDENTIAL WITH DEVELOPMENT

Current Zoning: MPD

Property Size: 65.92 SQ.FT/Acres

Applicant: MICHAEL D. CUIUMENTO III

Public Hearing to be held at

Council Chambers in the Community Wing of City Hall
305 Palmetto Lake Avenue

PLANNING 386-984-3736
for more information please call City of Palm Coast,
Do not remove poster prior to the completion of public hearings



**BUSINESS IMPACT ESTIMATE
PURSUANT TO F.S. 166.041(4)**

Meeting Date: May 5, 2026
Ordinance Number: 2026-XX
Posted To Webpage: February 27, 2026

This Business Impact Estimate is given as it relates to the proposed ordinance titled:

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

The sections below are not required to be completed if the ordinance involves any one of the following types of regulations. Please check if applicable:

- 1. Ordinances required for compliance with federal or state law or regulation;
- 2. Ordinances relating to the issuance or refinancing of debt;
- 3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- 4. Ordinances required to implement a contract or an agreement, including, but not limited to, any federal, state, local, or private grant, or other financial assistance accepted by a municipal government;
- 5. Emergency ordinances;
- 6. Ordinances relating to procurement; or

__ 7. Ordinances enacted to implement the following:

__ a. Development orders, and development agreements, and development permits, as those terms are defined in S 163.3164, and development agreements, as authorized by the Florida Local Government Development Acts SS. 163.3220-163.3243;

X b. Comprehensive Plan amendments and land development regulation amendments initiated by an application by a private party other than the county;

__ c. Sections 190.005 and 190.046;

__ d. Section 553.73, relating to the Florida Building Code; or

__ e. Section 633.202, relating to the Florida Fire Prevention Code.

Part I. Summary of the proposed ordinance and statement of public purpose:

This is an application to amend the Ordinance for the Fifth Amendment to the Palm Coast Park Master Plan Development Agreement in the City of Palm Coast, Florida, for Tracts 16 and 7A which are approximately ±65.92 acres of land located on the west side of U.S. Hwy. 1 approximately 0.8 miles south of Old Kings Road North. The amendment proposes to permit Single Family Residential Development on Tract 16 and add criteria for single family residential development of Tracts 16 and 7A of the Palm Coast Park MPD.

Part II. Estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Palm Coast:

(fill out subsections a-d as applicable, if not applicable write “not applicable”)

(a) Estimate of direct compliance costs that businesses may reasonably incur if the proposed ordinance is enacted: N/A

(b) Identification of any new charges or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible: N/A

(c) An estimate of the City of Palm Coast’s regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs. N/A

(d) Does this proposed ordinance have a direct impact on affordable housing? If so, explain.

Part III. Good faith estimates the number of businesses likely to be impacted by the ordinance. N/A

Part IV. Additional Information (if any): The Owner has requested to amend the Development Agreement in order to permit single family residential development on Tract 16 and add development standards for single family residential development on Tracts 16 and 7A.

City of Palm Coast, Florida Agenda Item

Agenda Date: April 21, 2026

Agenda Item: .1

Department	COMMUNITY DEVELOPMENT	Amount
Division	ECONOMIC DEVELOPMENT	Org/Account #
Subject: SR 100 CORRIDOR CRA RESOLUTION 2026-XX ESTABLISHING A VERTICAL DEVELOPMENT INCENTIVE PROGRAM WITHIN THE SR 100 CORRIDOR COMMUNITY REDEVELOPMENT AREA		
Presenter: John Zabler, Director of Community Development		
Attachments: <ul style="list-style-type: none">1. RESOLUTION2. APPLICATION3. AGREEMENT		
Background: <p>The purpose of the Vertical Development Incentive Program (VDIP) is to accelerate private vertical investment within the SR100 Corridor Community Redevelopment Area prior to the expiration of the CRA following the 2034 tax assessment year.</p> <p>The SR100 CRA was established to stimulate redevelopment and economic investment along the SR100 corridor and the Town Center district. While the corridor has experienced strong commercial development, significant interior lands remain undeveloped. With the CRA scheduled to sunset after the 2034 tax roll, a limited window remains to stimulate development capable of generating meaningful tax increment revenues.</p> <p>The Vertical Development Incentive Program provides performance-based tax increment incentives for qualifying development projects. Incentive payments occur only after projects are completed, placed on the tax roll, and tax increment revenues are received by the CRA.</p> <p>Incentives are funded solely from new tax increment revenues generated by qualifying projects. No upfront public funds are required. The program includes safeguards, incentive caps, and performance requirements to protect CRA finances.</p>		

Recommended Action:

**ADOPT SR 100 CORRIDOR CRA RESOLUTION 2026-XX ESTABLISHING A VERTICAL
DEVELOPMENT INCENTIVE PROGRAM WITHIN THE SR 100 CORRIDOR COMMUNITY
REDEVELOPMENT AREA**

RESOLUTION 2026-____
SR 100 CORRIDOR COMMUNITY REDEVELOPMENT AGENCY
ESTABLISHING A VERTICAL DEVELOPMENT
INCENTIVE PROGRAM FOR THE
SR 100 CORRIDOR COMMUNITY REDEVELOPMENT AREA

A RESOLUTION OF THE SR 100 CORRIDOR COMMUNITY REDEVELOPMENT AGENCY (CRA) ESTABLISHING A VERTICAL DEVELOPMENT INCENTIVE PROGRAM WITHIN THE CRA; PROVIDING FOR INCENTIVE STRUCTURE, ADMINISTRATION, AND PROGRAM GUIDELINES; AND PROVIDING FOR SEVERABILITY, CONFLICTS, IMPLEMENTING ACTIONS, AND AN EFFECTIVE DATE.

WHEREAS, the Palm Coast Community Redevelopment Agency administers the SR-100 Corridor Community Redevelopment Agency (CRA) pursuant to Part III, Chapter 163, Florida Statutes; and

WHEREAS, the CRA Board desires to stimulate vertical development that increases taxable value within the CRA prior to its scheduled expiration following the 2034 tax assessment year; and

WHEREAS, performance-based tax increment incentives can accelerate redevelopment while protecting public funds; and

WHEREAS, SR 100 Corridor Community Redevelopment Agency hereby desires to establish a Vertical Development Incentive Program for the CRA area.

NOW, THEREFORE, BE IT RESOLVED BY THE SR 100 CORRIDOR COMMUNITY REDEVELOPMENT AGENCY BOARD, PALM COAST, FLORIDA, AS FOLLOWS:

SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS. The above recitals (whereas clauses) are hereby adopted as the findings of the SR 100 Corridor Community Redevelopment Agency.

SECTION 2. APPROVAL OF INCENTIVE PROGRAM. The SR 100 Corridor Community Redevelopment Agency hereby approves the SR-100 CRA Vertical Development Incentive Program, as attached hereto and incorporated herein by reference as Exhibit "A".

SECTION 3. SEVERABILITY. It is hereby declared to be the intention of the Board of the SR 100 Corridor CRA that the sections, paragraphs, sentences, clauses and phrases of this Resolution are severable, and if any phrase, clause, sentence, paragraph or section of this Resolution 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 Resolution.

SECTION 4. CONFLICTS. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed.

SECTION 5. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution, including, but not limited to, executing agreements to implement the Vertical Development Incentive Program.

SECTION 6. EFFECTIVE DATE. This Resolution shall become effective immediately upon adoption.

DULY PASSED AND ADOPTED by the SR 100 Corridor CRA, Florida, on the 21st day of April 2026.

ATTEST:

SR 100 Corridor CRA

KALEY COOK, CITY CLERK

MICHAEL NORRIS, CHAIR

APPROVED AS TO FORM AND LEGALITY

MARCUS DUFFY, CITY ATTORNEY

Attachments: Exhibit A- Program Guidelines for the SR 100 CRA Vertical Development Incentive Program

EXHIBIT A

PROGRAM GUIDELINES

1. Purpose and Intent: The VDIP is established to stimulate private investment within the CRA prior to its expiration after the 2034 tax year. Due to the limited remaining duration, this program incorporates increased reimbursement percentages, accelerated payments, and time-based adjustments to ensure incentives remain meaningful and satisfy the “but-for” test.

2. Eligibility Requirements:

Projects must:

- Be located within the CRA sub-area bounded by east of Old Kings Road, west by Landing Boulevard, north by Royal Palms Parkway and south by Central Avenue;
- Represent new vertical construction or redevelopment;
- Minimum investment \$3,000,000;
- Demonstrate site control; and
- Provide financial documentation supporting “but-for” eligibility.

3. Base TIF Reimbursement Tiers:

\$3M - \$6.99M: 50%
\$7M - \$14.99M: 65%
\$15M+: 80%

Applies to combined City and County TIF increment.

4. CRA Sunset Compression Adjustment:

CO in 2028-2029: 1.15 multiplier
CO in 2030+: 1.30 multiplier

Maximum reimbursement capped at 95% of TIF.

5. Term:

Begins after first full tax payment post-CO and ends at CRA sunset (2034) or cap achievement.

6. Maximum Incentive Cap

15% of construction cost or percent of total TIF generation as approved, whichever is less.

7. Supplementary Incentives

Impact fee relief, Arts Fund Fee, Expedited review, and TRX meetings.

8. Acreage Activation Bonus

Projects activating larger redevelopment areas may qualify for additional incentives:

- 5–10+ acres: +5%

9. But-For Requirement.

CRA Board must find financial gap, necessity, proportionality, and performance-based structure.

But for provision of the VDIP incentive, the proposed vertical development would not occur in the proposed form, at the proposed time, or at the proposed scale within the CRA.

1. Financial Gap Demonstration: The applicant must provide a detailed pro forma demonstrating that, without the VDIP incentive, the project fails to meet minimum required return thresholds or debt coverage ratios.
2. Market Constraint Evidence: Documentation showing that comparable projects in similar markets require public participation to proceed.
3. Return on Investment Deficiency: Evidence that projected IRR or equity multiple falls below industry standards without incentive participation.
4. Timing and CRA Sunset Constraint: Demonstration that the limited CRA duration materially reduces the value of future TIF revenues, impacting feasibility.
5. Capital Stock Gap: Identification of a financing gap that cannot be filled through conventional debt or equity sources.
6. Lease-up/Absorption Risk: Evidence that early-year revenue uncertainty creates elevated financial risk without incentive support.
7. Extraordinary Costs: Documentation of abnormal site, infrastructure, or development costs that impair feasibility.
8. Competitive Disadvantage: Evidence that other jurisdictions offer more favorable incentives for similar projects.
9. Project Scale and Public Benefit: The project delivers significant economic impact, including tax base expansion, jobs, or catalytic redevelopment.

10. Developer Certification: A sworn statement from the developer confirming that the project would not proceed in the proposed form, timeline, or scale without the incentive.

10. Early Completion Bonus

Projects entering the tax roll earlier may receive additional incentives:

- On tax roll by 2027: +5%
- By 2029: +3%
- By 2031: +1%

11. Public Art Contribution Options

Projects approved under the VDIP may have their required Arts Fund payment applied as credit against the CRA incentive to be received.

12. Utility Connection Fee Payment Structure

To assist project financing within the CRA:

- 50% of utility connection fees shall be due at issuance of building permits.
- The remaining 50% shall be due prior to issuance of the Certificate of Occupancy.

13. Incentive Calculation

Annual incentives are calculated using the formula:

Incremental Taxable Value × Applicable CRA Millage × Incentive Percentage.
Payments occur only after the CRA receives tax increment revenues.

14. Program Safeguards

- But-for determination required
- Minimum \$3.0 M taxable value creation
- Minimum 8:1 private investment leverage
- Development agreement required

15. Program Limits

- Total program incentives capped at \$15,000,000
- Individual project incentives capped at \$5,000,000 unless otherwise approved

16. Administration

The City's Economic Development and CRA staff shall administer the program and present development agreements to the CRA Board and City Council for approval.

CITY OF PALM COAST

SR-100 CRA VERTICAL DEVELOPMENT PROGRAM (VDIP) APPLICATION FORM

1. APPLICANT INFORMATION

Applicant/Developer Name: _____

Authorized Representative: _____

Mailing Address: _____

Primary Contact Email: _____ Primary Contact Phone: _____

Entity Type: ___ Corporation ___ LLC ___ Partnership ___ Other: _____

State of Incorporation:

Florida Sunbiz Registration #:

Development Team:

Architect:

Engineer:

General Contractor:

Financial Partner(s):

2. PROJECT INFORMATION

Project Name: _____

Project Address/Location: _____

Parcel ID(s): _____

CRA Subarea:

Current Zoning / Future Land Use:

Site Control Status: ___ Owned ___ Under Contract ___ Option ___ Other:

Total Private Investment (\$): _____

Estimated Completion Date: _____

3. PROJECT DESCRIPTION

Project Type:

Mixed-Use / Multifamily / Commercial / Office / Hospitality / Other

Narrative Description:

Key Metrics

Total Acreage:

Total Building SF:

Residential Units:

Commercial SF:

Height:

Parking:

Projected tax roll year:

4. ECONOMIC IMPACT & PUBLIC BENEFIT

Estimated Project Value:

Taxable Value:

Estimated Annual CRA TIF Generation:

Construction Jobs:

Permanent Jobs:

Public Benefits:

Mixed-use activation / Walkability / Public space / Structured parking / Anchor use /
Employment / Other

5. BUT FOR JUSTIFICATION

But for provision of the VDIP incentive, the proposed vertical development would not occur in the proposed form, at the proposed time, or at the proposed scale within the CRA

1. Financial Gap Demonstration: The applicant must provide a detailed pro forma demonstrating that, without the VDIP incentive, the project fails to meet minimum required return thresholds or debt coverage ratios.
2. Market Constraint Evidence: Documentation showing that comparable projects in similar markets require public participation to proceed.
3. Return on Investment Deficiency: Evidence that projected IRR or equity multiple falls below industry standards without incentive participation.
4. Timing and CRA Sunset Constraint: Demonstration that the limited CRA duration materially reduces the value of future TIF revenues, impacting feasibility.
5. Capital Stock Gap: Identification of a financing gap that cannot be filled through conventional debt or equity sources.
6. Lease-up/Absorption Risk: Evidence that early-year revenue uncertainty creates elevated financial risk without incentive support.
7. Extraordinary Costs: Documentation of abnormal site, infrastructure, or development costs that impair feasibility.
8. Competitive Disadvantage: Evidence that other jurisdictions offer more favorable incentives for similar projects.
9. Project Scale and Public Benefit: The project delivers significant economic impact, including tax base expansion, jobs, or catalytic redevelopment.
10. Developer Certification: A sworn statement from the developer confirming that the project would not proceed in the proposed form, timeline, or scale without the incentive.

6. FINANCIAL CAPACITY

Total Development Cost:

Equity:

Debt:

Public Incentives:

7. DEVELOPMENT TIMELINE

TRX Meeting:

Site Plan Approval:

Permitting:

Construction Start:

Completion:

CO:

Stabilization:

8. EXPERIENCE

Provide comparable projects and references.

9. PUBLIC ART CONTRIBUTION

- Required Arts Fund payment may be applied as a credit against approved TIF incentive.

10. ELIGIBILITY CHECKLIST

- Project is located within the program's specific SR-100 CRA subarea boundaries
- Project creates new taxable vertical improvements
- Project includes at least \$3,000,000 in private investment
- Project will be placed on the tax roll prior to CRA expiration

11. REQUIRED ATTACHMENTS

- Draft site plan and project description
- Estimated taxable value documentation
- Proof of private investment (pro forma, financing, etc.)
- Development timeline
- Legal description and parcel map

12. CERTIFICATION AND SIGNATURE

I hereby certify that the information provided in this application is true and correct to the best of my knowledge and belief.

Applicant Signature: _____

Printed Name: _____

Title: _____

Date: _____

**VERTICAL DEVELOPMENT INCENTIVE GRANT
PROGRAM FUNDING AGREEMENT**

This AGREEMENT (the “Agreement”) is made and entered into this ____ day of _____, 2026, by and between the City of Palm Coast (COPC), a municipal corporation of the State of Florida, whose address is 160 Lake Ave., Palm Coast, Florida 32164 and _____ (hereinafter referred to as “Grantee”), whose address is _____ (hereinafter jointly referred to as “the Parties”).

WITNESSETH

WHEREAS, the SR 100 Community Redevelopment Agency (CRA) was created as for the purposes of the community redevelopment objectives of Part III, Chapter 163, Florida Statutes; and

WHEREAS, in an effort to accomplish the objectives of Part III, Chapter 163, Florida Statutes and the goals of the CRA Plan (the “Plan”) by eradicating blight and preserving and enhancing the tax base in the CRA area (the “Area”), the COPC established the Palm Coast Downtown Urban Core Grant Program (the “Program”) in order to encourage property owners and restaurant owners to rehabilitate and revitalize building structures and façades, particularly in certain focus areas within the Area; and

WHEREAS, the City has established the SR-100 Community Redevelopment Area (“SR-100 CRA”) to eliminate blight, encourage private investment, and improve economic vitality; and

WHEREAS, the CRA administers a Vertical Development Incentive Program (“VDIP”) providing performance-based Tax Increment Financing (“TIF”) incentives to qualified projects within the SR-100 CRA; and

WHEREAS, the Grantee proposes to construct new taxable vertical improvements within the SR-100 CRA, with a minimum private investment of Three Million Dollars (\$3,000,000), and to place the project on the tax roll prior to CRA expiration; and

WHEREAS, the City and CRA desire to memorialize terms and conditions governing eligibility, incentive calculation, payment procedures, safeguards, and program limits applicable to the Project under the VDIP.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the sufficiency and delivery of which are hereby acknowledged and confirmed, the parties agree and promise as follows:

SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS. The above recitals (whereas clauses) are hereby adopted are incorporated herein as a meaningful and substantive part of this Agreement.

SECTION 2. PURPOSE AND INTENT. The VDIP is established to stimulate private investment within the CRA prior to its expiration after the 2034 tax year.

Due to the limited remaining duration, this program also incorporates increased reimbursement percentages, accelerated payment incentives, project scaling incentives and time-based adjustments to ensure incentives remain meaningful and satisfy the “but-for” test.

SECTION 3. ELIGIBILITY REQUIREMENTS: Projects must:

- Be located within the CRA sub-area bounded by east of Old Kings Road, west by Landing Boulevard, north by Royal Palms Parkway and south by Central Avenue;
- Represent new vertical construction or redevelopment;
- Minimum investment \$3,000,000;
- Demonstrate site control; and
- Provide financial documentation supporting “but-for” eligibility.

SECTION 4. DEFINITIONS.

"Acreage Activated" means the gross acres of property within the SR-100 CRA directly improved or placed into active redevelopment use as part of the Project.

"Applicable CRA Millage" means the millage rate(s) allocable to the CRA’s tax increment revenues for the relevant fiscal year.

"But-For Determination" means a finding by the City/CRA that absent the VDIP incentive, the Project would not proceed in substantially the same scope, quality, or schedule.

"Incremental Taxable Value" means the difference between the taxable value of the Property for the applicable tax year and the base year taxable value established for CRA/TIF policies.

"Incentive Percentage" means the percentage applied to Incremental Taxable Value × Applicable

CRA Millage to determine the annual incentive payment.

"Private Investment" means cash and non-public financing invested by Grantee into taxable vertical improvements, exclusive of public grants or CRA incentives.

"Project" means the development described in Exhibit A.

"Tax Roll" means the official property tax assessment roll.

"Term" means the incentive payment period approved for the Project.

SECTION 5. BASE TIF REIMBURSEMENT TIERS:

\$3M - \$6.99M: 50%

\$7M - \$14.99M: 65%

\$15M+: 80%

Applies to combined City and County TIF increment.

SECTION 6. CRA SUNSET COMPRESSION ADJUSTMENT:

CO in 2028-2029: 1.15 multiplier

CO in 2030+: 1.30 multiplier

Maximum reimbursement capped at 95% of TIF.

SECTION 7. PROGRAM TERM:

Begins after first full tax payment post-CO and ends at CRA sunset (2034) or cap achievement.

SECTION 8. MAXIMUM INCENTIVE CAP

Fifteen percent (15%) of construction cost or percent of total TIF generation and additional qualifying incentives as approved, whichever is less.

SECTION 9. SUPPLEMENTARY INCENTIVES

Impact fee relief, Arts Fund Fee credit, Expedited review, and TRX meetings.

SECTION 10. ACREAGE ACTIVATION BONUS

Projects activating larger redevelopment areas may qualify for additional incentives:

- 5–10+ acres: +5%

SECTION 11. BUT-FOR REQUIREMENT.

CRA Board must find evidence of a financial gap, necessity, proportionality, and performance-based structure. But for provision of the VDIP incentive, the proposed vertical development would not occur in the proposed form, at the proposed time, or at the proposed scale within the CRA unless one or more of the below evidence requirements is found.

1. Financial Gap Demonstration: The applicant must provide a detailed pro forma demonstrating that, without the VDIP incentive, the project fails to meet minimum required return thresholds or debt coverage ratios.
2. Market Constraint Evidence: Documentation showing that comparable projects in similar markets require public participation to proceed.
3. Return on Investment Deficiency: Evidence that projected IRR or equity multiple falls below industry standards without incentive participation.
4. Timing and CRA Sunset Constraint: Demonstration that the limited CRA duration materially reduces the value of future TIF revenues, impacting feasibility.
5. Capital Stack Gap: Identification of a financing gap that cannot be filled through conventional debt or equity sources.
6. Lease-up/Absorption Risk: Evidence that early-year revenue uncertainty creates elevated financial risk without incentive support.
7. Extraordinary Costs: Documentation of abnormal site, infrastructure, or development costs that impair feasibility.
8. Competitive Disadvantage: Evidence that other jurisdictions offer more favorable incentives for similar projects.
9. Project Scale and Public Benefit: The project delivers significant economic impact, including tax base expansion, jobs, or catalytic redevelopment.
10. Developer Certification: A sworn statement from the developer confirming that the project would not proceed in the proposed form, timeline, or scale without the incentive.

SECTION 12. TERM OF AGREEMENT

This Agreement becomes effective on the Effective Date and remains in effect until expiration of the Incentive Term, exhaustion of incentive limits, termination, or CRA expiration.

SECTION 14. EARLY COMPLETION BONUS

Projects entering the tax roll earlier may receive additional incentives:

On tax roll by 2027: +5%

By 2029: +3%

By 2031: +1%

SECTION 15. PUBLIC ART CONTRIBUTION OPTIONS

Projects approved under the VDIP may have their required Arts Fund payment applied as credit against the CRA incentive to be received.

SECTION 16. UTILITY CONNECTION FEE PAYMENT STRUCTURE

To assist with upfront project financing within the CRA, payment of utility fees will be structured as follows:

50% due at building permit issuance

50% due prior to Certificate of Occupancy

SECTION 17. INCENTIVE CALCULATION

Annual incentives are calculated using the formula:

Incremental Taxable Value × Applicable CRA Millage × Incentive Percentage.

Payments occur only after the CRA receives tax increment revenues specific to the qualifying vertical development.

SECTION 18. DEFAULT. The following shall constitute an Event of Default if occurred during the term of this Agreement:

- a. The Grantee's failure to comply with any of the terms and conditions of this Agreement and exhibits attached hereto thirty (30) calendar days after receiving written notice from the COPC stating the nature of the violation(s) and the remedy to cure such violation(s). If necessary, an extension of time to cure the violation(s) may be granted at the discretion of the City Manager.
- b. The Grantee's abandonment of the Property for any reason during the term of this Agreement;

- c. Demolition or removal of the completed improvements for any reason during the term of this agreement without prior approval from the COPC, which shall not be unreasonably withheld;
- d. The Grantee or the Property incurs a code enforcement lien; or
- e. Grantee makes a material representation in any certification, or a communication submitted by the Grantee to the COPC to induce the award of the grant or the administration thereof which is determined to be false, misleading or incorrect in any material manner.

SECTION 19. REMEDIES. Upon the occurrence of any uncured Event of Default, the COPC shall be free to terminate this Agreement upon ten (10) days written notice, withhold all funding, and/or exercise all rights and remedies available to it under the terms of this Agreement, or under statutory law, equity, or common law. All remedies shall be deemed cumulative and, to the extent permitted by law, the election of one or more remedies shall not be construed as a waiver of any other remedy the COPC may have available to it.

SECTION 20. NO WAIVER. Failure of the COPC to declare a default shall not constitute a waiver of any rights by the COPC. In addition, the waiver of any default by the COPC shall in no event be construed as a waiver of rights with respect to any other default, past or present. Furthermore, failure of either party to insist upon the prompt or full performance of any obligation pursuant to this Agreement shall not be deemed a waiver of such obligation or of the right to insist upon the prompt and full performance of such obligation or of any other obligation or responsibility established by this Agreement.

SECTION 21. MERGER. This Agreement supersedes any and all agreements, whether oral or in writing, between the COPC and Grantee with respect to the subject matter hereof. The COPC and Grantee acknowledge and agree that no representations, inducements, promises, or statements, whether oral or in writing, have been made by either party, or anyone acting on behalf of a party, which are not expressly set forth herein.

SECTION 22. MODIFICATION. Any waiver, alteration, or modification of any part or provision of this Agreement, or the cancellation or replacement of this Agreement shall not be

valid unless in writing and executed by the parties hereto.

SECTION 23. INDEMNIFICATION. To the extent permitted by law, the Grantee shall release, indemnify, defend, and hold harmless the COPC, its elected officials and appointed officials, officers, agents, and employees, from and against all claims, damages, losses, and expenses (including all reasonable attorneys' fees and costs, and reasonable attorneys' fees and costs on appeal), or liability arising out of or resulting from the Project, the Grantee's performance under this Agreement, and which are caused in whole or in part by the Grantee, its agents, employees or subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.

SECTION 24. INSURANCE. Without limiting Grantee's indemnification, the Grantee shall maintain in force at all times during the performance of this Agreement all appropriate policies of insurance hereinafter described. Certificates with valid and authorized endorsements, evidencing the maintenance and renewal of such insurance coverage shall be delivered to COPC staff thirty (30) days in advance of cancellation or modification of any policy of insurance. The COPC shall be added as an additional insured on all policies of liability insurance. All policies of insurance shall be in a company or companies authorized by law to transact insurance business in the State of Florida. In addition, such policy shall provide that the coverage shall be primary for losses arising out of Grantee's performance of the Agreement. Neither the COPC nor any of its insurers shall be required to contribute to any such loss. The policies and insurance which must be secured are:

A. **COMMERCIAL GENERAL LIABILITY INSURANCE:** If the Property is commercial, the Grantee must secure commercial general liability insurance to include, but not limited to, bodily injury and property damage coverage. The policy's liability limit amount shall not be less than \$1,000,000 Combined Single Limit (CSL) per occurrence for bodily injury and property damage.

B. **WORKER'S COMPENSATION COVERAGE:** The Grantee shall provide Worker's Compensation coverage for all employees in accordance with Florida law at the site location, and in case any work is subcontracted, will require the subcontractor to provide Worker's Compensation for all its employees.

SECTION 25. AGENCY. The Grantee and COPC, and their respective agents, representatives, officers, employees, contractors, subcontractors, or other related parties, shall perform their respective duties and responsibilities under this Agreement as independent entities and not as agents of each other.

SECTION 26. THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the parties signing hereto and their successors and assigns, and no right, nor any cause of action, shall accrue to or for the benefit of any third party.

SECTION 27. ASSIGNMENT. The Grantee shall not assign or transfer any interest in this Agreement without the prior written consent of the COPC, which shall not be unreasonably withheld.

SECTION 28. ACKNOWLEDGMENT. None of the provisions, terms, and conditions contained in the Agreement are meant to modify any existing lease, contract, or agreement between the Grantee or the Grantee's business and the Property Owner. The sole purpose of the Property Owner executing the Agreement is to demonstrate recognition and acknowledgment of any changes, modifications, or alterations being made to the Property by the Grantee with the funding assistance provided under the terms of the Agreement.

SECTION 29. NO GRANT OF VESTED RIGHTS. This Agreement shall not be construed as granting or assuring or vesting any land use, zoning, development approvals, permission or rights with respect to the Property or any other property owned or leased by Grantee.

SECTION 30. SEVERABILITY. Any provision or part of this Agreement that is declared invalid by a court of competent jurisdiction shall be severable, the remainder continuing in full force and effect, but only to the extent that the remainder does not become unreasonable, absurd, or otherwise contrary to the purpose and intent of this Agreement.

SECTION 31. CONTROLLING LAW AND VENUE. This Agreement shall be governed and interpreted in accordance with Florida law. All proceedings or actions in law or equity shall be brought and heard in Flagler County, Florida.

SECTION 32. PUBLIC RECORDS LAW. The parties shall allow public access to all public records made or received in conjunction with this Agreement and the performance thereof, in accordance with the provisions of Chapter 119, Florida Statutes.

SECTION 33. LAWFULNESS. Grantee shall comply with all applicable laws, ordinances, and codes, including all applicable environmental regulations, and shall, at its own expense, secure all permits and licenses necessary to perform its duties and responsibilities under this Agreement.

SECTION 34. NO LIABILITY OR MONETARY REMEDY. The Grantee hereby acknowledges and agrees that it is sophisticated and prudent in business transactions and proceeds at its own risk under advice of its own counsel and advisors and without reliance on the COPC, and that the COPC bears no liability for direct, indirect or consequential damages arising in any way out of this Agreement. The only remedy available to the Grantee for any breach by the COPC is one of mandamus to require the COPC's specific performance under the terms and conditions of this Agreement.

SECTION 35. SOVEREIGN IMMUNITY. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the parties' respective sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

SECTION 36. BINDING NATURE OF AGREEMENT. This Agreement shall be binding and shall inure to the benefit of the successors or assigns of the parties hereto and shall be binding upon and inure to the benefit of any person, firm, or corporation that may become the successor in interest, directly or indirectly, to the Grantee, or any portion thereof.

SECTION 37. RELATIONSHIP. This Agreement does not evidence the creation of, nor shall it be construed as creating a partnership or joint venture between the Grantee and the COPC. The Grantee cannot create any obligation or responsibility on behalf of the COPC or bind the COPC in any manner. Each party is acting for its own account, and it has made its own independent decisions to enter into this Agreement and as to whether the same is appropriate or proper for it based upon its own judgment and upon advice from such advisors, as it has deemed necessary.

Each party acknowledges that it is not acting as a fiduciary for or any advisor to the other in respect to this Agreement or any responsibility or obligation contemplated herein. The Grantee further represents and acknowledges that no one was paid a fee, commission, gift, or other consideration by the Grantee as an inducement to entering into this Agreement.

SECTION 38. PERSONAL LIABILITY. No provision of this Agreement is intended, nor shall any be construed, as a covenant of any official (either elected or appointed), director, employee or agent of the COPC in an individual capacity and neither shall any such individuals be subject to personal liability by reason of any covenant or obligation of the COPC contained herein.

SECTION 39. CORRESPONDENCE. All correspondence and notice related to this Agreement shall be deemed delivered when (i) hand delivered to the office designated below, or (ii) upon receipt of such correspondence or notice when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, addressed as set forth below, or at such other address as either the COPC, Grantee, or Property Owner shall have specified by written notice to the other delivered in accordance with this part.

If to the COPC:
City of Palm Coast
160 Lake Ave
Palm Coast, FL 32164
(with a copy to City Attorney's Office)

If to the Grantee:

SECTION 40. AUTHORITY. The execution of this Agreement has been duly and legally authorized by the appropriate body or official(s) of both the CRA and Grantee. The CRA and the Grantee have complied with all applicable requirements of law, and both have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 41. EFFECTIVE DATE. The effective date of this Agreement shall be the latest date of execution by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year indicated below.

This space left intentionally blank.
Signature pages to follow.

GRANTEE: _____

WITNESS:

By: _____

Print Name: _____
Title: _____

Print Name: _____

STATE OF
COUNTY OF

Personally appeared before me by means of physical appearance or online notarization, the undersigned authority, _____, on this ___ day of _____, 202___ who is the _____ of _____, who is the Grantee. He/she is personally known to me or has produced a Driver's License or _____ as identification and did/did not take an oath.

NOTARY PUBLIC

Print Name: _____

My Commission Expires:

CITY OF PALM COAST

Mike McGlothlin, City Manager

Date

ATTEST:

Kaley Cook, City Clerk

APPROVED AS TO FORM AND LEGALITY

for the use and reliance of the City of Palm
Coast, Florida, only.

_____, 202__
Marcus Duffy, City Attorney

EXHIBITS

- A – Legal Description and Project Description
- B – Incentive Term
- C – Taxable Value
- D – Reporting
- E – Public Art Option
- F – Insurance Requirements

EXHIBITS TO ATTACH TO A COMPLETE AGREEMENT

EXHIBIT “A”

Legal Description and Project Description

EXHIBIT “B”

Incentive Term

EXHIBIT “C”

Taxable Value

EXHIBIT “D”

Reporting

EXHIBIT “E”

Public Art Option

EXHIBIT “F”

Insurance Requirements