

**IN THE CIRCUIT COURT OF THE SEVENTH JUDICIAL CIRCUIT
IN AND FOR FLAGLER COUNTY, FLORIDA**

PALM COAST HOLDINGS, INC. and
FLORIDA LANDMARK COMMUNITIES, LLC

Plaintiffs,

CASE NO.: 2025 CA 000670

v.

CITY OF PALM COAST, a Florida
municipal corporation,

Defendant.

CONFIDENTIALITY AGREEMENT FOR DOCUMENTS PRODUCED IN DISCOVERY

This Confidentiality Agreement (“Agreement”) is entered into between Plaintiffs, Palm Coast Holdings, Inc. and Florida Landmark Communities, LLC (“Plaintiffs”), on the one hand, and Defendant, City of Palm Coast, a Florida municipal corporation (“City”), on the other. As set forth below, and pursuant to Florida Rules of Civil Procedure 1.280 and 1.350, the parties agree upon the following confidentiality agreement for documents produced in discovery.

RECITALS

1. The above-styled lawsuit was filed by Plaintiffs on October 23, 2025.
2. This action concerns the Town Center DRI, a 1,557-acre mixed-use Development of Regional Impact (the “DRI”) executed in 2003. Plaintiffs, Palm Coast Holdings, Inc. and Florida Landmark Communities, LLC, are successors in interest to the original Developer named in the 2003 DRI.
3. On May 14, 2026, the City served on Plaintiffs “Defendant City of Palm Coast’s First Request for Production.”

4. The requests seek, among other things:¹

RFP No. 11: All financial records supporting claims for lost profits or other alleged damages concerning the DRI, Development Rights, Entitlements, or property within the DRI.

RFP No. 12: All documents reflecting the valuation of property within the DRI, including valuation of Development Rights or Entitlements.

RFP No. 13: All appraisals, market analyses, or feasibility studies concerning the DRI, Development Rights, Entitlements, or property within the DRI.

5. Plaintiffs assert that documents responsive to these requests constitute confidential proprietary business information, including confidential financial information (“Responsive Documents”).

6. Accordingly, the parties jointly agree to enter into this confidentiality agreement regarding the Responsive Documents.

AGREEMENT

1. Plaintiffs agree that they will designate the materials as “Confidential” by affixing a Bates label designating such to the Responsive Documents and produce them to the City’s attorneys. Notwithstanding this designation procedure, all financial records and documents containing confidential, proprietary, or competitively sensitive business information of Plaintiffs shall be treated as confidential and subject to this Agreement whether or not they bear a confidentiality designation. The inadvertent failure to affix such a designation shall not waive Plaintiffs’ right to designate the document as confidential or to claim its protection under this Agreement, and Plaintiffs may correct any such omission upon written notice to the City.

¹ While the requests identified above are those most likely to call for confidential, proprietary, or financial information, the parties acknowledge that confidential documents may also be produced in response to other requests in Defendant’s First Request for Production not expressly enumerated in this Agreement. This Agreement applies equally to all such documents produced in discovery, regardless of the specific request to which they are responsive.

2. The City agrees that it will only use the Responsive Documents for purposes of this matter. The City further agrees that its attorneys will not disclose the Responsive Documents to any third parties. Plaintiffs agree, however, that the City is permitted to disclose the Responsive Documents to its client representatives, experts, and consultants retained in this case so long as: (a) the City makes its client representatives, experts, and consultants aware of this Agreement, and (b) the City's client representatives, experts, and consultants agree not to disclose the Responsive Documents except as authorized by this Agreement. The City's client representatives, experts, and consultants shall acknowledge their consent to this Agreement in writing to the City's counsel before being supplied with any Confidential documents.

3. In the event that the City must file any of the Responsive Documents, the City will provide counsel for Plaintiffs three days' notice before filing said Responsive Documents. Counsel for Plaintiffs may redact information from the Responsive Documents to be filed by the City so long as the information being redacted is not necessary for the Court to review. In addition, or in the alternative, counsel for Plaintiffs may elect for the Responsive Documents to be filed under seal.²

4. The inadvertent production of any document protected by the attorney-client privilege, the work product doctrine, or any other applicable privilege or protection shall not constitute a waiver of such privilege or protection, consistent with Florida Rule of Civil Procedure 1.285, regardless of whether the document was produced as Confidential under the provisions of this Agreement. Upon written notice that a document was inadvertently produced, the receiving party shall promptly return, sequester, or destroy the document and all copies, and shall not use or

² The parties acknowledge that any filing of Responsive Documents under seal requires a separate motion and order of the Court in accordance with Florida Rule of Judicial Administration 2.420. Nothing in this Agreement authorizes the sealing of any court record absent such an order.

disclose its contents pending resolution of any dispute over its privileged status.

5. At the conclusion of this case, the City shall either return or destroy all Confidential documents.

Dated this 25th day of June 2026.

/s/ D. Kent Safriet

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Counsel for Defendant, City of Palm Coast

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing was filed this 25th day of June 2026 via the Florida Court's E-Filing Portal, which will send notice to all counsel of record.

/s/ D. Kent Safriet
Attorney