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**AMENDED AND RESTATED  
GRAND LANDINGS  
MASTER PLAN DEVELOPMENT AGREEMENT**

**THIS MASTER PLAN DEVELOPMENT AGREEMENT**, (herein referred to as the “Development Agreement”) is made and executed this \_\_\_\_ day of \_\_\_\_, 2014, by and between the **CITY OF PALM COAST**, a Florida municipal corporation (herein referred to as the “City”), whose address is 160 Cypress Point Parkway, Suite B-106, Palm Coast, Florida, 32164, and the owner of the subject property, **Citation Boulevard Investments, LLC**, a Florida limited liability company (herein referred to from time-to-time as the “Owner” regardless of whether singular or plural ownership status) whose address is PO Box 568821, Orlando, Florida 32856-8821.

***WITNESSETH:***

**WHEREAS**, Citation Boulevard Investments, LLC, is the principal owner and developer of a 774 (+/-) acre site more commonly known as the Grand Landings, as more particularly described on **Exhibit “A” (“Property” or “Subject Property”)**; and

**WHEREAS**, there are 34 single family lot property owners within the boundaries of the 774 (+/-) acre Subject Property; and

**WHEREAS**, the current Planned Unit Development (PUD) for Grand Landings (the “Project”) was approved by the Flagler County Commission in 2005 and is recorded at OR Book 1254, Pages 605-622 of the Public Records of Flagler County (the “2005 PUD”); and

**WHEREAS**, as a condition of the 2005 PUD, Flagler County was conveyed an

1 approximately 14.79 acre park site within the Subject Property; and

2  
3 **WHEREAS**, the Subject Property was annexed by the City of Palm Coast in 2007;  
4 and

5 **WHEREAS**, the Subject Property has a Future Land Use Map designation of  
6 Residential and Mixed Use.

7 **WHEREAS**, this proposed Master Planned Development (MPD) Agreement will  
8 amend and replace in its entirety the approved 2005 PUD , which incorporates the City  
9 of Palm Coast Unified Land Development Code (herein referred to as the “LDC”); and

10 **WHEREAS**, the Owner is in voluntary agreement with the conditions, terms, and  
11 restrictions hereinafter recited, and has agreed voluntarily to their imposition as an  
12 incident to development of the Subject Property; and

13 **WHEREAS**, the City of Palm Coast Planning and Land Development Regulation  
14 Board (PLDRB) and City of Palm Coast City Council finds that this Development  
15 Agreement is consistent with the City’s Comprehensive Plan and LDC and that the  
16 conditions, terms, restrictions, and requirements set forth herein are necessary for the  
17 protection of the public health, safety, and welfare of the citizens of the City; and

18 **WHEREAS**, the City of Palm Coast City Council further finds that this Agreement is  
19 consistent with and an exercise of the City’s powers under the *Municipal Home Rule*  
20 *Powers Act*, Article VIII, Section 2(b) of the *Constitution of the State of Florida*; Chapter  
21 166, *Florida Statutes*; the *City of Palm Coast City Charter*; other controlling law; and the  
22 City’s police powers; and

23 **WHEREAS**, this is a non-statutory Development Agreement which is not subject to  
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1 or enacted pursuant to the provisions of Sections 163.3220 -163.3243, *Florida Statutes*.

2 **NOW, THEREFORE**, it is hereby resolved and agreed by and between the City and  
3 the Owner that the Master Plan Development is approved subject to the following terms  
4 and conditions:

5 **SECTION 1. RECITALS.**

6 The above recitals are true and correct and are incorporated herein by this  
7 reference and form a material part of this Development Agreement upon which the City  
8 and the Owner have relied.

9 **SECTION 2. REPRESENTATIONS OF OWNER.**

10 (a). The Owner hereby represents and warrants to the City that it is the  
11 principal Owner of the Subject Property in accordance with the title opinion or title  
12 certification provided by the Owner to the City issued by an attorney or title insurance  
13 company licensed to provide services in the State of Florida with said title opinion or  
14 certification showing all liens, mortgages, and other encumbrances not satisfied or  
15 released of record relative to the Subject Property.  
16

17 (b). The Owner represents and warrants to the City that it has the power and  
18 authority to enter into and consummate the terms and conditions of this Development  
19 Agreement; that all acts, approvals, procedures, and similar matters required in order to  
20 authorize this Development Agreement have been taken, obtained or followed, as the  
21 case may be; that this Development Agreement and the proposed performance of this  
22 Development Agreement by the Owner is not an *ultra vires* act; and that, upon the  
23 execution of this Development Agreement by the parties, this Development Agreement  
24 shall be valid and binding upon the parties hereto and their successors in interest.  
25

1 **SECTION 3. APPROVAL OF MASTER PLAN DEVELOPMENT**

2  
3 (a). The City Council at its business meeting of \_\_\_\_\_2014,  
4 approved a Master Plan Development for the Subject Property subject to the terms and  
5 conditions of this Development Agreement.

6 (b). The Owner acknowledges that if this Development Agreement is ever  
7 terminated, the approval shall be deemed null and void and the land uses approved for  
8 the Subject Property shall no longer be permitted, unless otherwise approved by the  
9 City Council.

10 (c). The current provisions of the *LDC*, as may be amended from time-to-time,  
11 shall be applicable to the Subject Property unless otherwise specifically stated herein.  
12 Any City Code provision not specifically so identified will not be affected by the terms of  
13 this Agreement, and will be subject to enforcement and change under the same criteria  
14 as if no Agreement were in effect.  
15

16 **SECTION 4. PROJECT DESCRIPTION**

17 (a). Residential. The portion of the Property designated as Residential will  
18 consist of a maximum 749 single family or single family attached dwelling units.  
19 Common improvements will be maintained and managed under one or more property  
20 owner's associations and possibly a Community Development District, if approved by  
21 the City. If more than one property owner's association is created on the Property, a  
22 Master Association will be created. The development plan for Grand Landings is  
23 generally outlined below and depicted on the MPD Conceptual Master Plan which is  
24 attached as **Exhibit "B"** hereto (the "Master Plan").  
25

1           Single Family Attached units shall be arranged with party walls in blocks of two to  
2 four units. Supplemental performance standards for these units shall be as set forth in  
3 Section 7. The single family attached homes may be developed for either condominium  
4 or fee simple form of ownership. Single family attached and detached homes shall have  
5 a garage in accordance with the City of Palm Coast LDC. The Conceptual Master Plan  
6 contains a level of detail satisfactory to permit the Subject Property to proceed directly  
7 to preliminary plat. Site Plans may be submitted simultaneously with preliminary plat(s)  
8 subject to review approval as provided for in the LDC.

9           (b)    Commercial - The portion of the Property designated as Commercial on  
10 the Conceptual Master Plan shall include up to 150,000 square feet of neighborhood  
11 commercial and shopping center development to include uses permitted (P) or uses  
12 only approved by special exception (S) as shown in **Exhibit “C”** Table 1.1 of this  
13 agreement. A request for a Special Exception shall not be deemed an amendment to  
14 this Development Agreement or change in zoning. Uses noted with (L) are noted to  
15 have additional limitations from the Land Development Code specific to that use but not  
16 all limited uses are so indicated. The commercial area may be subject to its own  
17 property owner’s association and may not necessarily be subject to the Grand Landings  
18 Master Association. Access to the single family portion of the Subject Property shall be  
19 provided via a collector roadway traversing through the commercial area and shall be  
20 platted in connection with development of the residential area.

21           (c).   Temporary Sales/Construction Trailers - Temporary sales and  
22 construction trailers may be located within the MPD, subject to review and approval at  
23 the time of site development plan approval in accordance with the LDC.

1 (d). Common Areas – Common areas are located throughout the MPD and  
2 shall include open space, landscape areas, recreation (active and passive) as well as  
3 sales centers.

4 (e). Park Areas – That “Park” identified on the Master Plan fronting Seminole  
5 Woods Parkway has been conveyed by warranty deed to the Board of County  
6 Commissioners pursuant to the 2005 PUD. Therefore, parks and recreation  
7 concurrency for 749 dwelling units on this Project is vested pursuant to the City  
8 Comprehensive Plan and LDC. The City will coordinate with the Flagler County Board of  
9 County Commissioners to develop this park land for the benefit of Grand Landings and  
10 the neighboring area.

## 11 **SECTION 5. DEVELOPMENT PLAN**

12 (a) The Master Plan depicts the general layout of the entire development.  
13 The exact location of structures, lot lines, roadways, internal landscape buffers,  
14 wetlands, drainage facilities and other improvements shown on the Master Plan may be  
15 modified during review of the site development plans and Subdivision plat and plans.

16 (b) Adjustments to the Site Plan are anticipated to occur during the site  
17 development plan and subdivision plat review processes. Revisions which meet the  
18 intent and purpose of the City’s Comprehensive Plan and LDC shall be approved by the  
19 Land Use Administrator (LUA), as long as the substantial integrity of the original Master  
20 Plan and the development standards contained herein are maintained. Any  
21 modification to the Master Plan that increases the intensity or types of development  
22 uses, or reduces the total amount of open space, or decreases the size of any perimeter  
23 buffer within the Property shall require the approval of the City Council following the  
24

1 review and recommendation of the Planning and Land Development Regulation Board  
2 (PLDRB).

3 (c) The MPD may be developed in multiple phases. All infrastructure  
4 necessary to support each phase of the MPD shall be constructed with that phase as a  
5 condition of site development plan or preliminary plat approval.

6 **SECTION 6. LAND DEVELOPMENT CODE APPLICABILITY**

7 (a) The Land Development Code of the City “LDC” applies to the Grand  
8 Landings Property and development within it, unless expressly otherwise provided in  
9 this MPD.

10 (b) The requirements of this Section supersede any inconsistent provisions of  
11 the LDC or other ordinances of the City.

12 (1) Wetlands and Wetland Buffer. Subsequent to the issuance of an  
13 Environmental Resource Permit by the St. Johns River Water Management District  
14 (SJRWMD), a conservation easement in favor of the SJRWMD shall be recorded.  
15 Conservation Easements including the upland buffer shall not be included within  
16 development lots except those lots approved by preliminary plat prior to the date of this  
17 MPD agreement. A minimum 25’ upland buffer shall be provided around all wetlands  
18 areas not being impacted by development. Where wetlands are impacted by the  
19 development plan, buffering and mitigation, consistent with the SJRWMD permit, shall  
20 be provided. Activities within the upland buffer shall be limited to removal of invasive  
21 vegetation, installation of essential utilities and permitted trail crossings.

22 (2) Stormwater. The Property is being developed with privately  
23 maintained roads and a privately maintained drainage system. Stormwater runoff from  
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1 the Project will be conveyed to on-site stormwater retention systems by means of  
2 grassed swales, curb gutters, and an underground drainage pipe system. The  
3 stormwater retention systems onsite may be interconnected with such systems on  
4 adjacent sites, subject to approval of the St. Johns River Water Management District  
5 and the City.

6 (3) Roadways/Rights-of-Way. Internal access to all residential  
7 structures and the amenities shall be provided by rights-of-way to be maintained by the  
8 Associations or a Community Development District, if approved by the City. Cul-de-  
9 sacs shall have a 120' right-of-way diameter and a 100' pavement diameter. A 110'  
10 right-of-way diameter may be used where no sidewalk is constructed. Islands may be  
11 constructed in the cul-de-sacs so long as a minimum asphalt roadway width of twenty-  
12 four (24) feet is maintained. All roadways, turn lanes and signalization that are internal  
13 to the Project will be constructed in accordance with applicable City standards and the  
14 City of Palm Coast LDC. Upon development of the lands shown as Phase 4 on the  
15 Conceptual Master Plan, emergency vehicle access shall be permitted through the  
16 Property at all times to provide convenient access between Citation Boulevard and  
17 Seminole Woods Parkway.  
18

19 (4) Landscape. Efforts to preserve and enhance the project design will be  
20 achieved through adjustments of building, parking, roadway and stormwater location (as  
21 outlined below) and through supplemental landscaping that will blend with the natural  
22 vegetation yet carefully accentuate the residential areas, entrances, and other common  
23 spaces. All reasonable efforts shall be made to preserve existing native trees and  
24 vegetation on the site.  
25



1 General landscaping around parking lots, roadways, entrances, residential  
2 buildings, and other common areas will be landscaped with ornamental and native plant  
3 materials and in accordance with the LDC. These areas will be landscaped to include  
4 pockets of preserved trees, enhanced street frontage landscaping, garden courtyards,  
5 foundation and other types of landscaping to reflect outdoor spaces and to blend with  
6 the natural vegetation. All ornamental landscape beds and lawn areas will have  
7 supplemental irrigation. Xeriscape landscaping will be used where feasible.

8 (5) Signage. Directional signage for recreation and other amenities  
9 may be provided throughout the development, providing that none of these signs  
10 exceed six (6) square feet in size. Directional signs shall be uniform and consistent in  
11 design throughout the residential community and shall be located in a tract or easement  
12 designated for signage and maintained by common property association or CDD (if  
13 approved by the City). Directional signage may include the identity of the facility or  
14 amenity.  
15

16 The residential entrance sign on Seminole Woods Parkway may be located  
17 within the area designated as commercial within an easement or tract adjacent to  
18 Seminole Woods Parkway.

19 Neighborhood identity signs may be located along the main internal road in  
20 accordance with residential entrance sign criteria in the LDC.

21 The project's commercial signage within the area designated as commercial  
22 shall comply with the provisions of the LDC for such property. All signage will be  
23 consistent and uniform in design. All signs will comply with the setbacks and sight  
24 clearance requirements of the LDC.  
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1 (6) Entry Features. Entrance/exit roadways to the project shall be  
2 constructed from Seminole Woods Parkway and Citation Parkway in the approximate  
3 location as shown on the Conceptual Master Plan. The Owner reserves the right to  
4 construct secured entry gates. Vehicular access shall be designed to accommodate  
5 emergency vehicle access at both access locations, pursuant to dimensional  
6 requirements defined by the City of Palm Coast Codes and Section 6(b)(3) of this  
7 Agreement.

8 (7) Roads, Streets and Alleys. The Property is being developed with  
9 privately maintained roads.

10 (8) Recreation. A recreation amenity complex to include active and  
11 passive recreation will be constructed on the Property. Parks and recreation  
12 concurrency for 749 dwelling units on this Project is vested pursuant to the City  
13 Comprehensive Plan and LDC.

14 (9) Pedestrian Access. Five foot wide concrete sidewalks will be  
15 constructed on one side of all major internal roads and cul-de-sacs exceeding 250 feet  
16 in length (measured from the centerline of the intersection to the center of the cul-de-  
17 sac circle) to provide reasonable access between residential structures, commercial  
18 development and amenities, and for access and passive recreation needs.

19  
20 A continuous pedestrian/bicycle path of ten feet (10') in width shall be  
21 constructed by the Owner within public rights-of-way along all the Property fronting  
22 Seminole Woods Parkway. Such path shall be constructed at the time of development  
23 of the lands fronting on Seminole Woods Parkway.  
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1 (10) Lighting. Decorative pole mounted lighting fixtures no more than 18'  
2 high shall be provided throughout the MPD. Additional landscape lighting may include  
3 low level lighting and occasional accent lighting. The locations of such fixtures shall be  
4 further described at the time of site development plan approval.

5 (11) Silvicultural Activities. The City recognizes that the development of  
6 the property will occur over time and in phases, and that various portions of the  
7 property, which are not required by Owner for active development in accordance with  
8 this Development Agreement may continue to be used for silvicultural activities.

9 Silvicultural activities shall be prohibited in that portion of the property which  
10 consists of wetland and upland areas to be preserved, and those areas immediately  
11 adjacent to wetlands which will be used as buffers to the wetland areas, except for  
12 wetland and upland enhancement purposes and mitigation approved by the SJRWMD.

13 (12) Florida Black Bear Protection. The Owner shall cooperatively work  
14 with the City to minimize the potential of Florida Black Bear nuisance occurrences within  
15 the project area. At no cost to the City, the Owner will allow Grand Landings  
16 recreational facilities to be utilized to conduct public-outreach events to the benefit of  
17 the project residents and for Florida Black Bear protection.

18 (13) Wildfire Mitigation. The Project will incorporate principles of Firewise  
19 communities, which may include, but not be limited to: (i) the use of select building  
20 materials which are fire resistant, (ii) community design principles, such as lot  
21 vegetation management, use of landscaping materials, and suggesting fire break at  
22 perimeters, and (iii) the provision of Firewise educational material. Moreover, the  
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Owner, at its election, may cut or remove understory growth consistent with the principles of Firewise communities to minimize the threat of wild fires.

(14) Donation of Right-of-Way for the extension of Citation Boulevard. In exchange for the cost of providing a multi-use path along Citation Blvd., the Owner commits to reserve and donate lands to the City by warranty deed, free and clear of title defects and environmental issues, a 100' right-of-way for the potential extension of Citation Boulevard from the current terminus of the available right-of-way (approximately 950' from Laguna Forest Trail) to a point adjacent to the extent of the Owner's property (approximately 1,000 feet), as generally depicted on Exhibit C. The actual location shall not interfere with the Owner's development of the Subject Property nor shall the Owner have any obligation to fund or contribute any improvement necessary for the City to construct the potential extension of Citation Boulevard.

**SECTION 7. SITE DEVELOPMENT PLAN**

(a) The following table lists the site development requirements that are applicable within the Property.

**Table of Site Development Requirements**

TYPE	SINGLE FAMILY ATTACHED	SINGLE FAMILY DETACHED	COMMERCIAL AND AMENITY CENTER
Lot Width Minimum <sup>1</sup>	20' Lots/100' Project	50'	100'
Lot Size Minimum	2,000 Sq.Ft./ 3 Acres Project	6,250 Sq.Ft.	
Living Area Minimum	800 Sq.Ft.	1,200 Sq.Ft.	N/A
Height Maximum <sup>2</sup>	35'	35'	35'
Setbacks from Street Minimums	<sup>3</sup> Arterial/Collector Road 25' Local Road 20' Or Landscape Buffer whichever is greater	N/A	Arterial/Collector Road 25' Local Road 20' Or Landscape Buffer whichever is greater
Front Setback Minimum	20'	20'	N/A
Interior Side Yard	<sup>4</sup> 0'	5'	10'

1	Setback Minimum			
2	Rear Setback Minimum	5'	15'	10' Interior boundary
3	Side Street Setback Minimum	15'	15'	N/A
4	Max Impervious Coverage	<sup>5</sup> 70.00%	55.00%	70.00%
5	Maximum in PUD	<sup>6</sup> Combined 50%		

<sup>1</sup> Single Family lots on cul-de-sacs and curves shall have a minimum 35' width on the road frontage so long as the lot width meets the minimum lot width at setback.

<sup>2</sup> Roof heights shall be measured in accordance with LDC

<sup>3</sup> Setback applies to project, not to individual Single Family Attached Lots.

<sup>4</sup> 20' between buildings

<sup>5</sup> Impervious is calculated on the whole project rather than individual lots.

<sup>6</sup> Townhomes shall never total greater than 25% of the lots.

**Additional Dimensional Requirements**

1. All setbacks will be measured from the lot line to the foundation of the structure.

2. Single Family Accessory Structures

- a. All accessory structures, other than garages, shall be located behind the adjacent front or side street building footprint of the principal structures. Fences located on the side street may meet the minimum setback but must be located behind the building footprint of the principal structure in the front street side.
- b. 5' minimum side or rear yard setback for accessory structures, to include sheds, screen enclosures without roofs, patios without roofs, gazebos, or pool decks.
- c. Sideways or walkways are allowed within the setback areas.
- d. 5' minimum side yard setback for single family driveways. Cul-de-sac lots may have a portion of the driveway encroach into the side yard setback but only to the minimum extent feasible to allow for ingress and egress to the garage.

(d) Airport Operations. The Project is proximate to a public airport, and is subject to various FAA regulations. Any construction within 20,000 feet of a runway is subject to FAA Form 7460-1, Air Space Study Checklist. Owner shall also provide disclosure to all potential purchasers of the prior existence of the airport at closing, as well as including such notice within Covenants, Conditions and Restrictions applicable to the Property.

(e) Emergency Services. Fire protection requirements for the Project will be met through a system of fire hydrants installed on the site by the Owner in accordance with City standards. The locations of fire hydrants will be shown on the final

1 site plans or Subdivision Plans. The water requirements for the fire system will be  
2 served by the City.

3 (f) Parking. Parking shall comply with the LDC

4 (g) Maintenance. The Common Areas and other land that are owned  
5 or controlled by a property owner's association will be maintained by the property  
6 owner's association or Community Development District, if approved.

7 (h) Services. All services for the Property, including utilities, fire  
8 protection, solid waste, telephone, electricity, cable television, fiber optics, and  
9 stormwater management shall be provided by the responsible parties. All new utilities  
10 serving the project shall be installed underground except wells and pump stations.  
11 Existing wells and pump stations and overhead power lines shall not be required to be  
12 placed underground. Water and wastewater services are to be provided by the City of  
13 Palm Coast.  
14

15 **SECTION 8. BREACH; ENFORCEMENT; ALTERNATIVE DISPUTE RESOLUTION.**

16 (a). In the event of a breach hereof by either party hereto, the other party  
17 hereto shall have all rights and remedies allowed by law, including the right to specific  
18 performance of the provisions hereof.

19 (b). In the event that a dispute arises under this Development Agreement, the  
20 parties shall attempt to resolve all disputes informally. In the event of a failure to  
21 informally resolve all disputes, the City and Owner agree to engage in mediation before  
22 a certified Circuit Court mediator selected by the parties. In the event that the parties  
23 fail to agree to a mediator, a certified mediator may be selected by mutual consent of  
24 the City and the Owner. The parties shall equally pay all costs of mediation. A party  
25

1 who unreasonably refuses to submit to mediation may not later object in Circuit Court  
2 that the other party failed to comply with this Section 8(b) by not participating in the  
3 mediation prior to filing suit.

4 (c). Prior to the City filing any action or terminating this Development Agreement  
5 as a result of a default under this Development Agreement, the City shall first provide  
6 the Owner written notice of the said default. Upon receipt of said notice, the Owner  
7 shall be provided a thirty (30) day period in which to cure the default to the reasonable  
8 satisfaction of the City prior to the City filing said action or terminating this Development  
9 Agreement. If thirty (30) days is not a reasonable period of time in which to cure the  
10 default, the length of the cure period shall be extended for a time period acceptable to  
11 the City, but in no case shall the cure period exceed ninety (90) days from the initial  
12 notification of default. Upon proper termination of the Development Agreement, the  
13 Owner shall immediately be divested of all rights and privileges granted hereunder.

14 **SECTION 9. NOTICES.**

15  
16 (a). All notices required or permitted to be given under this Agreement must be  
17 in writing and must be delivered to the City or the Owner at its address set forth below  
18 (or such other address as may be hereafter be designated in writing by such party).

19 (b). Any such notice must be personally delivered or sent by registered or  
20 certified mail, overnight courier, facsimile, or telecopy.

21 (c). Any such notice will be deemed effective when received (if sent by hand  
22 delivery, overnight courier, telecopy, or facsimile) or on that date which is three (3) days  
23 after such notice is deposited in the United States mail (if sent by registered or certified  
24 mail).

1 (d). The parties' addresses for the delivery of all such notices are as follows:

2 As to the City: City Manager  
3 160 Cypress Point Pkwy, Suite B-106  
4 Palm Coast, Florida, 32164

5 As to the Owner: Citation Boulevard Investments, LLC  
6 PO Box 568821  
7 Orlando, FL 32856-8821

8 **SECTION 10. SEVERABILITY.**

9 It is hereby declared to be the intention of the City Council that the sections,  
10 paragraphs, sentences, clauses and phrases of this Code are severable, and if any  
11 phrase, clause, sentence, paragraph or section of this Code shall be declared  
12 unconstitutional by the valid judgment or decree of a court of competent jurisdiction,  
13 such unconstitutionality shall not affect any of the remaining phrases, clauses,  
14 sentences, paragraphs and sections of this Agreement.

15 **SECTION 11. SUCCESSORS AND ASSIGNS.**

16 (a). This Development Agreement and the terms and conditions hereof shall  
17 be binding upon and inure to the benefit of the City and Owner and their respective  
18 successors-in-interest. The terms and conditions of this Development Agreement  
19 similarly shall be binding upon the property and shall run with the land and the title to  
20 the same.

21 (b). This Development Agreement touches and concerns the Subject Property.

22 (c). The Owner has expressly covenanted and agreed to this provision and all  
23 other terms and provisions of this Development Agreement.

24 **SECTION 12. GOVERNING LAW/VENUE/COMPLIANCE WITH LAW.**



1 (a). This Development Agreement shall be governed by and construed in  
2 accordance with the laws of the State of Florida and the Code of Ordinances of the City  
3 Of Palm Coast.

4 (b). Venue for any dispute shall be in the Seventh Judicial Circuit Court in and  
5 for Flagler County, Florida.

6 (c). The Owner shall fully comply with all applicable local, State, and Federal  
7 environmental regulations and all other laws of similar type or nature.

8 (d). Without waiving the Owner's potential rights, remedies and protections or  
9 the City's defenses pursuant to Chapter 70 of the Florida Statutes, as may be amended,  
10 this Development Agreement shall not limit the future exercise of the police powers of  
11 the City to enact ordinances, standards, or rules regulating development generally  
12 applicable to the entire area of the City, such as requiring compliance with the City  
13 capital facilities plan; parks master plan, including parks and trail dedications; utility  
14 construction and connections; mandating utility capacities; requiring street development  
15 or other such similar land development regulations and requirements.  
16

17 (e). If state or federal laws are enacted after execution of this Agreement,  
18 which are applicable to and preclude the parties' compliance with this Agreement, this  
19 Agreement shall be modified or revoked as necessary to comply with the relevant law.

20 (f). This Development Agreement shall also not be construed to prohibit the  
21 City from adopting lawful impact fees applicable to the Owner and the Master Plan  
22 Development authorized hereunder.

23 **SECTION 13. TERM / EFFECTIVE DATE.**

24 This Development Agreement shall be effective upon adoption by the City  
25

1 Council of the City of Palm Coast, Florida and execution of this Development  
2 Agreement by all parties.

3 **SECTION 14. RECORDATION.**

4 Upon adoption by the City Council of the City of Palm Coast, Florida and  
5 execution of this Development Agreement by all parties, this Development Agreement  
6 and any and all amendments hereto shall be recorded by the City with the Clerk of the  
7 Circuit Court of Flagler County within thirty (30) days after its execution by the City and  
8 the Development Agreement shall run with the land.

9 **SECTION 15. PERMITS.**

10 (a). The failure of this Development Agreement to address any specific City,  
11 County, State, or Federal permit, condition, term, or restriction shall not relieve the  
12 Owner or the City of the requirement of complying with the law governing said  
13 permitting requirements, conditions, terms, or restrictions.

14 (b). The terms and conditions of this Development Agreement determine  
15 concurrency for the project.

16 (c) All development and impact fees charged by the City for construction or  
17 development of subdivisions or site plans shall be paid by the Owner at the time the City  
18 issues a building permit or a certificate of occupancy.

19 **SECTION 16. THIRD PARTY RIGHTS.**

20 This Development Agreement is not a third party beneficiary contract, and shall  
21 not in any way whatsoever create any rights on behalf of any third party.  
22

23 **SECTION 17. TIME IS OF THE ESSENCE.**

24 (a). Strict compliance shall be required with each and every provision of this  
25

1 Development Agreement.

2 (b). Time is of the essence to this Development Agreement and every right or  
3 responsibility required herein shall be performed within the times specified.

4 **SECTION 18. ATTORNEY'S FEES.**

5 In the event of any action to enforce the terms of this Development Agreement,  
6 the prevailing party shall be entitled to recover reasonable attorneys' fees, paralegals'  
7 fees, and all costs incurred, whether the same be incurred in a pre-litigation negotiation,  
8 litigation at the trial, or appellate level.

9 **SECTION 19. FORCE MAJEURE.**

10 The parties agree that in the event that the failure by either party to accomplish  
11 any action required hereunder within a specific time period ("Time Period") constitutes a  
12 default under terms of this Development Agreement and, if any such failure is due to  
13 any unforeseeable or unpredictable event or condition beyond the control of such party  
14 including, but not limited to, acts of God, acts of government authority (other than the  
15 City's own acts), acts of public enemy or war, terrorism, riots, civil disturbances, power  
16 failure, shortages of labor or materials, injunction or other court proceedings beyond the  
17 control of such party, or severe adverse weather conditions ("Uncontrollable Event"),  
18 then notwithstanding any provision of this Development Agreement to the contrary, that  
19 failure shall not constitute a default under this Development Agreement and any Time  
20 Period prescribed hereunder shall be extended by the amount of time that such party  
21 was unable to perform solely due to the Uncontrollable Event.  
22

23 **SECTION 20. CAPTIONS.**

24 Sections and other captions contained in this Development Agreement are for  
25

1 reference purposes only and are in no way intended to describe, interpret, define, or  
2 limit the scope, extent or intent of this Development Agreement, or any provision hereof.

3 **SECTION 21. INTERPRETATION.**

4 (a). The Owner and the City agree that all words, terms and conditions  
5 contained herein are to be read in concert, each with the other, and that a provision  
6 contained under one (1) heading may be considered to be equally applicable under  
7 another in the interpretation of this Development Agreement.

8 (b). This Development Agreement shall not be construed more strictly against  
9 either party on the basis of being the drafter thereof, and both parties have contributed  
10 to the drafting of this Development Agreement subject, however, to the provisions of  
11 Section 19.

12 **SECTION 22. FURTHER ASSURANCES.**

13 Each party agrees to sign any other and further instruments and documents  
14 consistent herewith, as may be necessary and proper to give complete effect to the  
15 terms of this Agreement.  
16

17 **SECTION 23. COUNTERPARTS.**

18 This Development Agreement may be executed in any number of counterparts,  
19 each of which shall be deemed an original, but all of which, taken together, shall  
20 constitute one (1) and the same document.

21 **SECTION 24. MODIFICATIONS / AMENDMENTS/NON-WAIVER.**

22 (a). Amendments to and waivers of the provisions herein shall be made by the  
23 parties only in writing by formal amendment. This Development Agreement shall not be  
24 modified or amended except by written agreement executed by all parties hereto and  
25

1 upon approval of the City Council of the City of Palm Coast.

2 (b). Failure of any party hereto to exercise any right hereunder shall not be  
3 deemed a waiver of any such right and shall not affect the right of such party to exercise  
4 at some future date any such right or any other right it may have.

5 **SECTION 25. ENTIRE AGREEMENT; EFFECT ON PRIOR AGREEMENTS.**

6 This Development Agreement constitutes the entire agreement between the  
7 parties and supersedes all previous oral discussions, understandings, and agreements  
8 of any kind and nature as between the parties relating to the subject matter of this  
9 Development Agreement.

10 **(SIGNATURES AND NOTARY BLOCKS ON NEXT PAGE)**

1           **IN WITNESS WHEREOF**, the City and Citation Boulevard Investments, LLC  
2 have caused this Development Agreement to be duly executed by his/her/its/their duly  
3 authorized representative(s) as of the date first above written.

4 **OWNER'S/APPLICANT'S CONSENT AND COVENANT:**

5           **COMES NOW**, the Owner on behalf of itself and its successors, assigns and  
6 transferees of any nature whatsoever, and consents to and agrees with the covenants  
7 to perform and fully abide by the provisions, terms, conditions and commitments set  
8 forth in this Development Agreement.

9  
10  
11 WITNESSES:

Citation Boulevard Investments, LLC

12 \_\_\_\_\_

By: \_\_\_\_\_

13 (print)

Print name: \_\_\_\_\_

14 \_\_\_\_\_

Title: \_\_\_\_\_

15  
16 (print)

17  
18 STATE OF FLORIDA  
19 COUNTY OF \_\_\_\_\_

20           The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of  
21 \_\_\_\_\_, 2014, by \_\_\_\_\_, the \_\_\_\_\_  
22 of Citation Boulevard Investments, LLC, a Florida limited liability company, (check one)  
23  who is personally known to me or  who produced  
24 \_\_\_\_\_ as identification.

25 \_\_\_\_\_  
Notary Public – State of Florida

Print Name: \_\_\_\_\_

My Commission expires:

CITY OF PALM COAST, FLORIDA

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\_\_\_\_\_  
Jon Netts, Mayor

ATTEST:

\_\_\_\_\_  
Virginia A. Smith, City Clerk

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
William E. Reischmann, Jr., City Attorney

STATE OF FLORIDA  
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by Jon Netts, Mayor of the City of Palm Coast, Florida, who is personally known to me.

\_\_\_\_\_  
Notary Public – State of Florida  
Print Name: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

**SKETCH AND DESCRIPTION**

RESERVED FOR RECORDING INFORMATION

**LEGAL DESCRIPTION**

A PARCEL OF LAND LYING IN GOVERNMENT SECTIONS 19, 20, 21, 28, 29 AND 30, TOWNSHIP 12 SOUTH, RANGE 31 EAST, BEING PART OF PARCEL 414, RECORDED IN OFFICIAL RECORDS BOOK 553, PAGES 1539 THROUGH 1840, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

A POINT OF REFERENCE BEING THE SOUTHWEST CORNER OF GOVERNMENT SECTION 29, TOWNSHIP 12 SOUTH, RANGE 31 EAST, THENCE NORTH 02°57'38" WEST ALONG THE WESTERLY BOUNDARY LINE OF GOVERNMENT SECTION 29 A DISTANCE OF 3659.32 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE DEPARTING SAID WESTERLY BOUNDARY LINE OF GOVERNMENT SECTION 29 RUN SOUTH 87°34'32" WEST A DISTANCE OF 821.05 FEET; THENCE NORTH 10°50'53" WEST A DISTANCE OF 489.98 FEET; THENCE NORTH 27°46'32" WEST A DISTANCE OF 219.87 FEET; THENCE NORTH 50°12'51" WEST A DISTANCE OF 469.34 FEET; THENCE NORTH 05°08'20" WEST A DISTANCE OF 560.82 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF A PARCEL OF LAND OWNED BY FLORIDA WATER SERVICES, RECORDED IN OFFICIAL RECORDS BOOK 271, PAGES 9-A AND 9-B, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, THENCE NORTH 84°51'40" EAST A DISTANCE OF 479.19 FEET; THENCE NORTH 05°08'20" WEST ALONG THE EASTERLY BOUNDARY OF SAID FLORIDA WATER SERVICES PARCEL A DISTANCE OF 900.00 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF CITATION BOULEVARD (80'R/W) THENCE NORTHEASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE A DISTANCE OF 1113.56 FEET ALONG A CURVE TO LEFT (CONCAVE NORTHWESTERLY) HAVING A CENTRAL ANGLE OF 22°18'30", A RADIUS OF 2860.00 FEET, A CHORD DISTANCE OF 1106.54 FEET, AND A CHORD BEARING OF NORTH 64°39'15" EAST TO A POINT OF TANGENCY; THENCE NORTH 53°30'00" EAST ALONG THE SOUTHERLY RIGHT OF WAY LINE OF CITATION PARKWAY AND THE EXTENSION THEREOF A DISTANCE OF 3295.33 FEET; THENCE SOUTH 74°35'44" EAST A DISTANCE OF 2146.27 FEET; THENCE NORTH 28°40'19" EAST A DISTANCE OF 1572.67 FEET; THENCE NORTH 89°01'53" EAST A DISTANCE OF 1764.06 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF SEMINOLE WOODS PARKWAY; THENCE SOUTH 17°03'00" EAST ALONG SAID RIGHT OF WAY A DISTANCE OF 1930.33 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY 623.85 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, (CONCAVE WESTERLY), HAVING A CENTRAL ANGLE OF 35°44'37", A RADIUS OF 1000.00 FEET, A CHORD BEARING OF SOUTH 00°49'18" WEST AND A CHORD DISTANCE OF 813.78 FEET TO A POINT OF TANGENCY; THENCE SOUTH 18°41'37" WEST ALONG SAID WESTERLY RIGHT OF WAY LINE OF SEMINOLE WOODS PARKWAY A DISTANCE OF 415.16

CONTINUED ON PAGE 4

**SURVEYOR'S NOTES:**

1. BEARINGS BASED ON THE WEST LINE OF GOVERNMENT SECTION 29, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING NORTH 02°57'38" WEST
2. THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS AND/OR OTHER MATTERS NOT SHOWN ON THIS DRAWING WHICH MAY BE FOUND IN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.
3. THIS IS NOT A BOUNDARY SURVEY.

**ABBREVIATIONS**

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

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

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

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



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

SKETCH  
AND  
DESCRIPTION

PROJECT NO. T3059GHD-A  
DRAWING REF No. 3059A-SL-PHI-rev111204  
DATE NOVEMBER 12, 2004  
SHEET NO. 3 OF 4



SKETCH AND DESCRIPTION

RESERVED FOR RECORDING INFORMATION

LEGAL DESCRIPTION

FEET; THENCE SOUTH  $71^{\circ}18'23''$  EAST A DISTANCE OF 22.00 FEET; THENCE SOUTH  $18^{\circ}41'37''$  WEST ALONG SAID WESTERLY RIGHT OF WAY LINE OF SEMINOLE WOODS BOULEVARD A DISTANCE OF 2814.47 FEET; THENCE DEPARTING SEMINOLE WOODS BOULEVARD RUN NORTH  $71^{\circ}18'23''$  WEST ALONG THE NORTHERLY BOUNDARY LINE OF A PARCEL OF LAND RECORDED IN OFFICIAL RECORDS BOOK 637, PAGES 899 THROUGH 910, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, A DISTANCE OF 3313.11 FEET; THENCE SOUTH  $18^{\circ}41'37''$  WEST A DISTANCE OF 561.11 FEET; THENCE DEPARTING SAID PARCEL RECORDED IN BOOK 637, PAGE 899, RUN SOUTH  $76^{\circ}04'49''$  WEST A DISTANCE OF 2868.28 FEET; THENCE SOUTH  $87^{\circ}34'32''$  WEST A DISTANCE OF 648.56 FEET TO THE POINT OF BEGINNING.

SUBJECT TO EASEMENTS RECORDED IN OFFICIAL RECORDS BOOK 253, PAGE 27, BOOK 600, PAGE 679, BOOK 10, PAGE 432, BOOK 641, PAGE 1051, BOOK 632, PAGE 1300, AND BOOK 549, PAGE 991, ALL OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA,

LESS AND EXCEPT A  $100' \times 100'$  CITY OF FLAGLER BEACH WELL SITE No. 8, RECORDED IN OFFICIAL RECORDS BOOK 253, PAGE 25, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, CONTAINING 0.2296 ACRES MORE OR LESS.

LESS AND EXCEPT A  $300' \times 600'$  PARCEL RECORDED IN OFFICIAL RECORDS BOOK 94, PAGE 217, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, CONTAINING 4.1322 ACRES MORE OR LESS.

PARCEL (LESS EXCEPTIONS) CONTAINING 774.3940 ACRES MORE OR LESS.

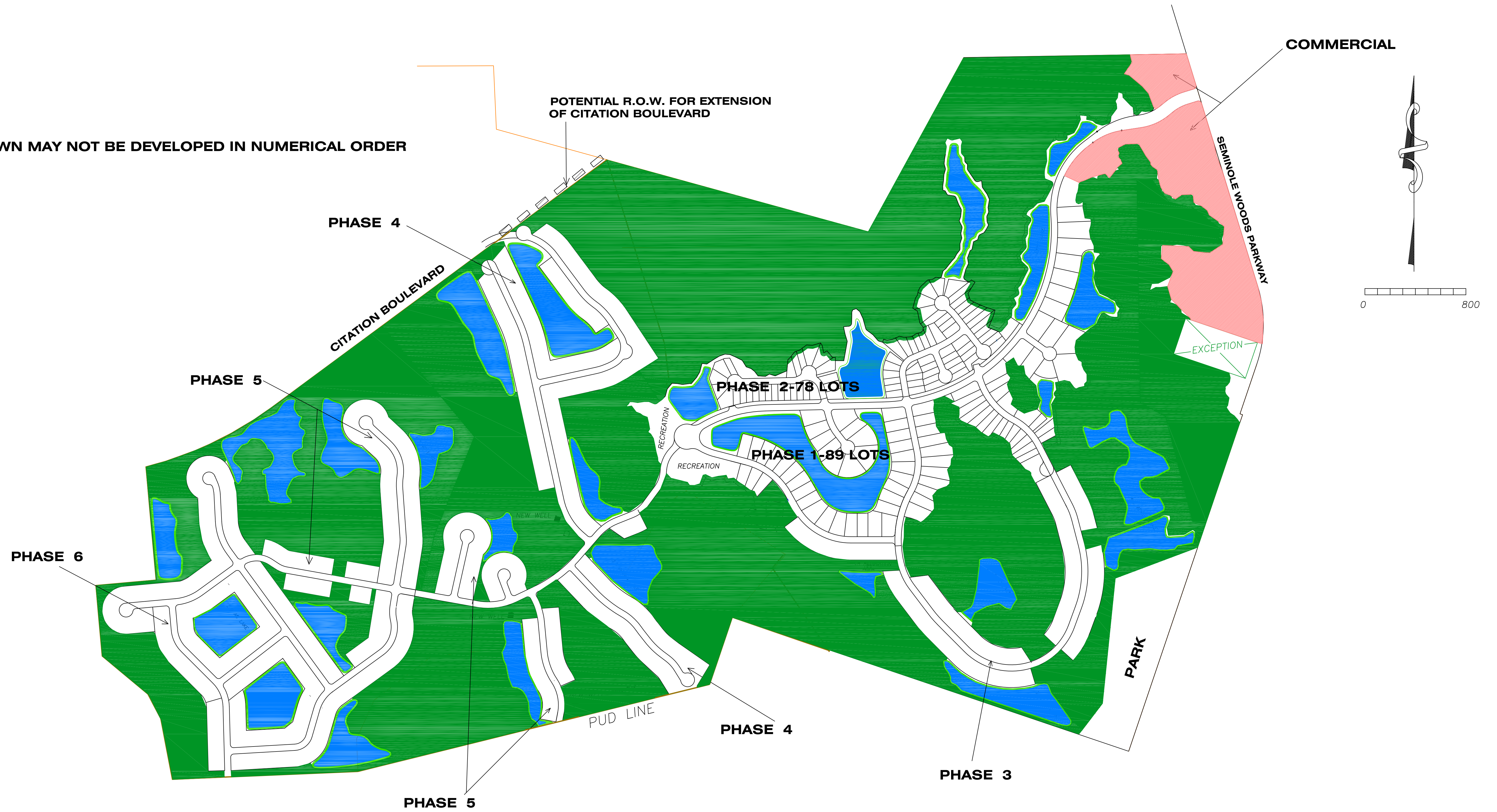


**TOMOKA ENGINEERING**  
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976  
DAYTONA BEACH      FLAGLER/PALM COAST  
Main Office 900 So. Ridgewood Ave., Daytona Beach, FL 32114  
Phone 386-257-8600      Fax 386-257-8601  
email: tomoka@tomoka-eng.com      website: www.tomoka-eng.com

SKETCH  
AND  
DESCRIPTION

PROJECT NO. T3059GHD-A  
DRAWING REF No.  
3059A-SL-PHI-rev111204  
DATE NOVEMBER 12, 2004  
SHEET NO. 4 OF 4

PHASES SHOWN MAY NOT BE DEVELOPED IN NUMERICAL ORDER



**FINLEY**  
**ENGINEERING**  
**GROUP**

5531 SO. RIDGEWOOD AVENUE, UNIT #1  
PORT ORANGE, FL. 32127  
TELEPHONE(386) 756-8676  
E-MAIL: JFINLEY@FINLEYENGINEERS.COM

# GRAND LANDINGS MPD

## CONCEPTUAL MASTER PLAN

DATE: FEBRUARY 12, 2014

**EXHIBIT "B"**



# Grand Landings MPD EXHIBIT "C"

**Table 1-1. Use Table**

Specific Use Type*	** P or S
<b>Civic, Nonprofit &amp; Institutional</b>	
Civic Uses: town hall, libraries, museums	P
Civic Uses: police, fire, postal service	P
Civic Clubs and Fraternal Organizations (L)	P
Hospice Services	P
Hospitals	P
Houses of Worship/Religious Institutions (L)	P
Nonprofit Organizations, (e.g., Humane Societies) (L)	P
<b>Eating, Drinking and Entertainment</b>	
Bars, Taverns, and Nightclubs (without discotheques and/or live entertainment) (L)	P
Bars, Taverns, Nightclubs (with discotheques and/or live entertainment) (L)	S
Beer, Wine, and Liquor Stores (L)	P
Cafeterias, Snack bars, Sandwich Shops, Delicatessens, Bakeries	P
Performing Arts Facilities (e.g. dinner theaters)	S
Pizza Delivery Establishments and Takeout Places (L)	P
Restaurants, with Drive-through	P
Restaurants, Sit-Down	P
<b>Educational Facilities</b>	
Elementary/Secondary Schools (public and private) (L)	P
Colleges/Universities	S
<b>Laboratories</b>	
Medical and Diagnostic Laboratories	S
Dental Labs	P
<b>Office, Medical and Professional</b>	
Banks and Credit Unions	P
Building Contractors	S
Mail Order Facilities	P
Medical and Professional Offices	P
Outpatient Care Facilities	P
Scientific and Technical (e.g. architects, engineers, design, programming, and consulting)	P
Temporary Employment Agencies and Management Services	P
Veterinarians (without kennels/post-operative care only)	P

Specific Use Type*	** P or S
<b>Recreation and Tourism</b>	
Bed and Breakfast Inns	P
Hotels	P
Marinas (Commercial) (L)	P
Motels	P
Public Parks and Recreation Facilities	P
Recreation, Indoor	P
Recreation, Outdoor	P
<b>Residential</b>	
Assisted Living Facilities, Nursing Homes	P
Caretaker's Dwellings	S
Dormitories	S
<b>Retail Sales and Services</b>	
Art Dealers	P
Automotive Parts (e.g. accessories and tires)	S
Building Material Stores (paint, hardware)	P
Clothing and Accessory Stores (e.g. shoes and luggage)	P
Retail (L)	P
Florists	P
Food and Beverage Stores (supermarkets and specialty foods)	P
Furniture and Home Furnishings Stores	P
Home Improvement Centers	P
Large-Scale Retail Centers (L)	P
Lawn and Garden Equipment and Supplies Stores	P
Model Home Centers (L)	P
Pet (domestic) Stores	P
Plant Nurseries	P
Photo Finishing	P
Sporting Goods, Hobby, Book and Music Stores	P
Used Merchandise Stores	S
<b>Service, Business</b>	
Printing and Publishing	S
All other business services	P
<b>Service, Personal</b>	
Adult Day Care Centers	P
Bail Bonding	S

Specific Use Type*	** P or S
Child Day Care Centers	P
Funeral Homes	S
Tarot Card, Psychic, and Palm Readings	S
Tattooing, Body Piercing, and other Body Art	S
All other personal service uses	P
<b>Service, Major</b>	
Kennels and Animal Boarding	S
Landscaping Services	P
Repair Services for Commercial and Industrial Machinery and Equipment	S
<b>Training Facilities</b>	
Automobile Driver Schools	P
Technical/Trade Schools	P
<b>Utilities and Public Works</b>	
L P Gas Dealer and Bulk Storage	S
Municipal Pump Stations and Well Sites	P
Power Generation and Distribution (electric and gas) Facilities	S
Passenger Transit or Rail Stations	P
Wireless Communication Facilities (L)	P
<b>Vehicle Sales, Rental, Service, and Repair</b>	
Automotive, Recreational Vehicle, and Boat Dealers	S
Car Washes	S
Commercial & Industrial Machinery & Equipment Rental and Leasing	S
Convenience Stores with Fueling Facilities (L)	P <sup>1</sup>
Motorcycle Dealers	P
Service Stations	P
Taxi and Limousine Services	P
Vehicle Rental/Leasing	S
Vehicle Repair	S
<b>Warehousing</b>	
Mini-warehouses, Office Warehouses and Self-Storage	S
Warehouse/Distribution Facilities (less than 50,000 sq ft)	S

<sup>1</sup> If subject property is within five hundred (500) feet of any residential property, a special exception for the use is required in accordance with the LDC

\* Definition of uses within the glossary of the LDC applies to the uses in the table

\*\* P= Permitted Use

\*\* S= Special Exception approval required

(L) = Additional limitations specific to that use in the Land Development Code