

**OLD BRICK TOWNSHIP
DEVELOPMENT OF REGIONAL IMPACT DEVELOPMENT ORDER**

THIS DEVELOPMENT ORDER ("Development Order") is made and entered into this 7th day of September, 2010 by and between **Wilson Green, LLC**, a Delaware limited liability company (the "Developer") and the **City of Palm Coast**, a municipal corporation organized and existing under the laws of the State of Florida (the "City").

WHEREAS, Developer filed an Application For Development Approval ("ADA") dated May 27, 2008, as amended by ADA First Sufficiency Response dated August 29, 2009, and ADA Second Sufficiency Response dated April 18, 2010, for Old Brick Township Development of Regional Impact ("Old Brick Township DRI" or "Project") located on certain real property as more specifically described on **Exhibit "A"** hereto (the "DRI Property"); and

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

WHEREAS, whenever an action, right or eligibility of the Developer is referred to herein, the action may be taken by, or the right or eligibility may belong to Old Brick Township Community Development District ("CDD"), if said CDD is properly created under the statutes with City approval, but all conditions, covenants and agreements set forth in this Development Order are the obligation of the Developer; and

WHEREAS, the Old Brick Township DRI is a proposed mixed-use development on approximately 5,273 acres located in the northwest quadrant of the City west of the Florida East Coast (FEC) Railroad, south of the Flagler County/St. Johns County boundary line, and east of County Road 13 (Old Brick Road); and

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

WHEREAS, the Developer certifies it has provided complete copies of the ADA, as amended by ADA First Sufficiency Response and ADA Second Sufficiency Response to the Florida Department Of Community Affairs ("DCA"), NEFRC and the City and all other parties identified in Rule 9J-2.022 *Florida Administrative Code*; and

WHEREAS, pursuant to Section 380.06, *Florida Statutes*, the Planning and Land Development Regulation Board, sitting as the Land Planning Agency, at a meeting on July 21, 2010 and August 12, 2010 and the City Council of the City ("City Council") heard at a public hearing convened on August 17, 2010 and September 7, 2010, the ADA for the Old Brick Township DRI and afforded the public and all affected parties an opportunity to be heard and to present evidence; and

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WHEREAS, after such public hearing and in consideration of the recommendations made and submitted to the City Council, the City Council has made certain findings and determinations; as more specifically set forth hereinafter;

WHEREAS, all covenants and conditions set forth herein are agreed to by the Developer and represent covenants which touch and concern the subject DRI Property and run with the land and are thereby binding upon the transferees, successors and assigns of the Developer.

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 Developer, and subject to the following terms and conditions, the City Council hereby approves this Development Order, pursuant to the provisions of Section 380.06, *Florida Statutes*, and other, applicable State laws, and the codes and ordinances of the City:

PART I

FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. The above Recitals/Whereas clauses are hereby adopted and incorporated into this Development Order.
2. The DRI Property is not in an area designated as an Area of Critical State Concern pursuant to the provisions of Section 380.05, *Florida Statutes*.
3. The Developer is the owner of and has the authority to file the ADA and obtain a Development Order with respect to the DRI Property in accordance with Section 380.06, *Florida Statutes*.
4. The City has conducted a diligent evaluation of all the ADA and Sufficiency materials as part of the development review process however, the Parties acknowledge the City has not created any independent work project or analysis for the DRI Property.
5. The Old Brick Township DRI is consistent with the State's Comprehensive Plan as set forth at Chapter 187, *Florida Statutes*, and Rule 9J-5, *Florida Administrative Code*.
6. The Old Brick Township DRI is consistent with the Strategic Regional Policy Plan adopted by the NEFRC.
7. The Old Brick Township DRI is consistent with the City's Comprehensive Plan, and will be consistent with the City's Land Development Code.
8. The Old Brick Township DRI is consistent with the Assessment Report and Recommendations of the NEFRC issued pursuant to Section 380.06, *Florida Statutes*.
9. The public hearing to consider this Development Order was properly noticed and held by the City Council pursuant to Section 380.06, *Florida Statutes*.
10. The Developer's authorized representative is Douglas M. Davis whose principal place of business is 1548 The Greens Way, Suite 4, Jacksonville Beach, Florida 32250; and whose telephone number is (904) 285-6921.

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11. Development of the Old Brick Township DRI pursuant to the ADA was determined to be consistent with the achievement of the objectives of the adopted State Comprehensive Plan, as codified at Chapter 187, *Florida Statutes*, and will not unreasonably interfere with the achievement of those objectives.
12. This Development Order constitutes final DRI approval for the mixed-use Project as more particularly detailed in General Condition 3 and as described in the ADA, subject to the terms and conditions of this Development Order; provided, however, that any and all approvals not specifically made or provided for herein are subject to development review.

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EXHIBIT LIST

- Exhibit A: Legal Description of DRI Property
- Exhibit B: Map H Preliminary Master Plan
- Exhibit C: Table 1 Conversion Table
- Exhibit D: Proposed Wetland and Upland Preservation Map
- Exhibit E: Table 2 Buffer and Setback Table
- Exhibit F: Wetland Quality Map
- Exhibits G-1 & G-2: Transportation Exhibits
- Exhibit H: FDOT Proportionate Share Agreement

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**PART II
GENERAL CONDITIONS**

1. **Application for Development Approval (ADA).** The Old Brick Township DRI shall be developed in accordance with the development plan, information, and commitments contained in the following: (i) ADA dated May 27, 2008; (ii) the First ADA Sufficiency Response dated August 29, 2009; (iii) the Second ADA Sufficiency Response dated April 8, 2010, and any subsequent information submitted by the applicant and (iv) Old Brick Township Preliminary Master Plan, Map H, attached as **Exhibit "B"** hereto (the "Master Plan"), all of which are incorporated herein by reference except to the extent of any conflict with the express terms of this Development Order, in which case the terms of this Development Order shall apply.

2. **Notice of this Development Order.** Notice of this Development Order and any subsequent amendment hereto shall be recorded by Developer in accordance with the provisions of Sections 28.222 and 380.06(15)(f), *Florida Statutes*, with the Clerk of the Circuit Court of Flagler County, Florida. Any subsequent owner/developer or assignee from Developer shall be subject to the provisions contained in this Development Order. Any contract or agreement for sale by Developer of all or any portion of the Old Brick Township DRI shall contain a legend substantially in the following form clearly printed or stamped thereon.

THE PROPERTY DESCRIBED HEREIN IS PART OF THE OLD BRICK TOWNSHIP DEVELOPMENT OF REGIONAL IMPACT AND IS SUBJECT TO A DEVELOPMENT ORDER, NOTICE OF WHICH IS RECORDED IN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, WHICH IMPOSES CONDITIONS, RESTRICTIONS AND LIMITATIONS UPON THE USE AND DEVELOPMENT OF THE SUBJECT PROPERTY WHICH ARE BINDING UPON EACH SUCCESSOR AND ASSIGN OF WILSON GREEN, LLC. THE DEVELOPMENT ORDER DOES NOT CONSTITUTE A LIEN, CLOUD, OR ENCUMBRANCE OF REAL PROPERTY OR CONSTITUTE ACTUAL OR CONSTRUCTIVE NOTICE OF SAME. A COPY OF THE DEVELOPMENT ORDER MAY BE REVIEWED AT THE OFFICES OF THE CITY OF PALM COAST COMMUNITY DEVELOPMENT DEPARTMENT IN PALM COAST, FLAGLER COUNTY, FLORIDA OR AT THE OFFICES OF THE DEPARTMENT OF COMMUNITY AFFAIRS, STATE OF FLORIDA, TALLAHASSEE, FLORIDA.

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

| Land Use | Gross Bldg./Units or Area |
|-----------------|---|
| Residential | 5,000/DUs (1,000 of which will be age restricted) |
| Office | 50,000/SF |
| Commercial | 100,000/SF |
| Industrial | 1,000,000/SF |
| School | Public School |

The Old Brick Township DRI is planned as an integrated mixed-use development. As a result, land uses will be integrated, rather than specifically assigned to designated areas. The development rights contained above may be utilized only within the DRI Property. The Developer may elect to accelerate the beginning date of a phase or phases provided that all mitigation requirements for the particular phase are met. The Project may include amenities and ancillary uses and facilities, including but not limited to, sales and construction management offices, recreational facilities (e.g., tennis courts, fishing holes, swimming pools, neighborhood parks, community parks, ball fields, ballrooms, playgrounds, hiking/jogging trails, paddleboat/rowboat/kayak launches, horseshoe pits, bocce and shuffleboard courts, game rooms, art studios, picnic areas, fitness centers), amphitheatre (bandshell), concession stands, art galleries, and community centers.

4. **Land Use Conversion Table.**

(a) Developer may increase certain land uses and simultaneously decrease other land uses ("Land Use Conversion") without filing a Notice of Proposed Change provided that such changes are consistent with 380.06 *Florida Statutes* and Table 1 attached as **Exhibit "C"** hereto (the "Conversion Table"), and provided that such changes do not have a substantial adverse effect or impact on public infrastructure facilities as determined by the City, and are reported in the Monitoring Reports, as provided for in General Condition 12 below.

Conversions (simultaneous increases and decreases) of total land uses, as shown in General Condition 3 above, of no more than 10% of any land use (as measured by dwelling units or square feet) shall be an entitlement of the Developer but shall require notice to the City Manager as a tracking mechanism. Conversions of any non-residential land use in excess of 10% may occur (including a decrease in residential to increase non-residential), subject to City's determination that substantial and material adverse impacts on public facilities will not occur as a result of the conversion, but in no event

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shall conversions of non-residential land uses exceed a 30% conversion of said land uses. No conversion from non-residential to residential may occur that increases residential units greater than 5,000. No conversion shall take place without demonstration of adequate potable water and related facilities to support the projected water demand associated with the conversion.

At the time of election of a land use conversion under the Conversion Table, Developer shall notify the DCA, SJRWMD, and the NEFRC of the election and shall provide the DCA, the City, and the NEFRC with cumulative land use totals and remaining allowable quantities in the next Monitoring Report.

(b) So long as the conversion is consistent with the criteria contained in the Conversion Table and the City Comprehensive Plan, and no change is made to the Master Plan, no additional approvals shall be required for any land use conversion.

5. **Phasing, Buildout and Expiration.** The Old Brick Township DRI shall be developed in three phases as shown on the following schedule:

| Land Use | Phase 1 2011-2015 | Phase 2 2016-2020 | Phase 3 2021-2025 | Total Units |
|-----------------|------------------------------|------------------------------|------------------------------|------------------------|
| Residential | 1,500 DU | 1,700 DU | 1,800 DU | 5,000 DU |
| Office | 10,000 SF | 20,000 SF | 20,000 SF | 50,000 SF |
| Retail | 0 SF | 50,000 SF | 50,000 SF | 100,000 SF |
| Industrial Park | 200,000 sf | 0 sf | 800,000 sf | 1,000,000 sf |
| Schools | School | - | - | 1 School |

Each phase shall last at least 5 years unless extended pursuant to Section 380.06(19), *Florida Statutes*, or unless Developer elects to accelerate the beginning date of a subsequent phase, provided that all mitigation requirements for the particular phase to be affected are met. The end date of a phase shall not be affected by an acceleration of the beginning date. Unused development rights from a particular phase shall carry over into the next phase until buildout. Although the Old Brick Township DRI is phased through 2025, buildout may not occur by that date. As a result, the DRI termination date and the expiration date of this Development Order are both established as of December 31, 2030. Any extensions of the build-out, termination or expiration dates shall be governed by the provisions of Section 380.06(19)(c), *Florida Statutes*. The commencement date for construction shall be within five (5) years from the later of the following: (i) Effective Date of this Development Order, or (ii) the acquisition of the MWP Extension ROW as described in Specific Condition 29(d) below. The time period for commencement of physical development, build-out, phasing dates, the downzoning protection date, and any other such deadlines shall be tolled during the period of any appeal pursuant to Section 380.07, *Florida Statutes*, or during the pendency of any

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administrative or judicial proceedings relating to: this DRI Development Order, the approval of the companion comprehensive plan amendment pursuant to Chapter 163, *Florida Statutes*, any subsequent development orders issued pursuant to this DRI Development Order, any development permits including the St. Johns River Water Management District ("SJRWMD") and the United States Army Corps of Engineers ("ACOE") permits, any agreements required by this Development Order, and any decision related to right-of-way acquisition for the roads in the transportation mitigation plan for the DRI.

Subject to the Development Order becoming effective pursuant to General Condition 6 below, the Developer will file an application to rezone the Property within three (3) months from the later of the following: (i) Effective Date of this Development Order, or (ii) the acquisition of the MWP Extension ROW as described in Specific Condition 29(d) below.

To promote an appropriate jobs to housing mix, no permits for Phase 2 residential development may be issued unless 60% of Phase 1 non-residential development, has been constructed. No permits for Phase 3 residential development shall be issued unless 80% of Phase 2 non-residential development, has been constructed. Within Phase 3, no more than 900 Phase 3 units may be permitted unless at least 50% of the Phase 3 industrial development has been permitted. This requirement does not apply to the phasing or issuance of permits for the age-restricted residential component of the development.

6. **Effective Date.** The "Effective Date" of this Development Order hereinafter shall mean the date after which the City approves the Old Brick Township DRI Development Order and related Comprehensive Plan Amendments, and the expiration of all appeal periods. If an appeal is filed either under Ch. 380.07, *Florida Statutes*, Ch. 163.3215, *Florida Statutes*, or Ch. 163.3184, *Florida Statutes*, then the "Effective Date" shall mean such date after the completion of the appeal proceedings resulting in effective Comprehensive Plan Amendments and Development Order.

7. **Monitoring Procedures.** The procedures established for the City's review and approval process for review of development pursuant to the City's Comprehensive Plan, and Land Development Code, (all as amended from time to time) will constitute the mechanism and procedures for assuring compliance with this Development Order, as specified in 380.06, *Florida Statutes*.

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8. **Monitoring Official.** The City Manager, as Land Use Administrator, or designee, shall be the local official responsible for monitoring the Old Brick Township DRI for compliance by Developer with this Development Order.
9. **Downzoning Protection.** The Old Brick Township DRI, as approved in this Development Order, shall not be subject to downzoning or reduction of land uses before December 31, 2030, as such date may be extended under the provision of General Condition 5 above, unless Developer consents to such change, or the City demonstrates that substantial changes in the conditions underlying the approval of this Development Order have occurred or that this Development Order was based on substantially inaccurate information provided by Developer or that the changes are essential to public health, safety and welfare.
10. **Election Regarding Environmental Rules.** Pursuant to Section 380.06(5)(c), *Florida Statutes*, Developer has elected to be bound by the rules adopted pursuant to Chapters 373 and 403, *Florida Statutes*, in effect as of the date of this Development Order, including, but not limited to, the provisions of Section 373.414(13), *Florida Statutes*. Such rules shall be applicable to all applications for permits pursuant to those chapters which are necessary for and consistent with the development authorized in this Development Order, except that a later adopted rule shall be applicable to an application if:
- (a) the later adopted rule is determined by the adopting agency to be essential to the public health, safety and welfare; or
 - (b) the later adopted rule is being adopted pursuant to Section 403.061(27), *Florida Statutes*; or
 - (c) the later adopted rule is being adopted pursuant to a subsequently enacted statutorily mandated program; or
 - (d) the later adopted rule is mandated in order for the State to maintain delegation of a Federal program; or
 - (e) the later adopted rule is required by State or Federal law.
- Further, to qualify for the benefits of this provision, the application must be filed within 5 years from the issuance of this Development Order and the permit shall not be effective for more than 8 years from the effective date of this Development Order. Nothing in this Section shall be construed to alter or change any permitting agency's authority to approve permits or to determine applicable criteria for longer periods of time.
11. **Consistency with the Comprehensive Plan, Local Regulations, Concurrency, and Level of Service Standards.** Development shall be consistent with the City's Comprehensive Plan and Land Development Code. The development described in this

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Development Order is determined to be consistent with the *Florida Statutes*, the City's Comprehensive Plan and all City Ordinances and Land Development Codes in effect on the date this Development Order is adopted. Any future amendment to this Development Order shall likewise be consistent with the City's Comprehensive Plan and Land Development Codes in effect on the date the amendment is adopted. The rights of the Developer, or its successors or assigns, to complete the development described in this Development Order are hereby vested pursuant to Section 163.3167(8), *Florida Statutes*, and Florida's common law. Nothing in Florida Statutes or the City's ordinances or regulations, including Florida Statutes, ordinances, or regulations currently in effect, or as amended in the future, or later-adopted Florida Statutes, ordinances, or regulations, shall be construed to restrict, alter, amend, modify or abridge the rights of the Developer or its successors or assigns to complete the development authorized herein, as originally approved, or as amended in the future.

12. **Biennial Reporting.** A biennial monitoring report for the Old Brick Township DRI shall be prepared by Developer or its successors or assigns and shall be submitted to NEFRC, DCA and the City no later than June 30, 2013 and then biennially thereafter until buildout (individually a "Monitoring Report" and collectively the "Monitoring Reports"). Failure to submit the report in a timely manner may result in temporary suspension of the development order, pursuant to Section 380.06(18) *Florida Statutes*. The Monitoring Reports shall be submitted consistent with the reporting requirements adopted in Section 380.06(18), *Florida Statutes*, as amended from time to time. Each Monitoring Report shall include the following:

(a) A description of any changes made in the plan of development, phasing, or in representations contained in the ADA since the effective date of this Development Order, and any actions taken by the City to address those changes. Copies of any approvals taken to address changes, including copies of any revised master plans not previously submitted, shall be attached to each Monitoring Report. The description of the changes shall include information indicating the cumulative amount of retail and office square footage that have been approved by the City as of the Biennial Report Date.

(b) A summary comparison of development activity proposed or conducted since the previous Monitoring Report and activity projected for the period until submittal of the next Monitoring Report. The summary shall include the following: a description of site improvements, gross floor area constructed by land use type, location, and phase, with appropriate maps. A tabulation of the amount of acreage developed in the reporting period shall be provided by land use categories listed in Chapter 28-24, *Florida Administrative Code*.

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

(d) A cumulative summary of all development that has taken place within the Old Brick Township DRI by the land use categories shown on the Master Plan, including gross floor areas constructed by land use type and location, together with a cumulative summary of location, size (acreage), development rights purchased (land use type and square footage or units), the name of the purchaser of all parcels purchased within the Old Brick Township DRI, and a summary status of past and proposed future silviculture activities. To the extent Developer, prior to the next deadline for submitting a Monitoring Report, substantially deviates from the proposed silviculture activities summarized in the prior Monitoring Report, Developer shall provide the update to the City.

(e) To the extent known to Developer, a description of any lands purchased or optioned within 1 mile of the boundaries of the Old Brick Township DRI by a person who has acquired a fee simple or lesser interest in the Old Brick Township DRI subsequent to the effective date of this Development Order (but excluding persons who have only, acquired a leasehold interest in lands or improvements within the Old Brick Township DRI), identifying such land, its size, and its intended use on a site plan and map (to the extent feasible).

(f) A listing of any substantial local, state, and federal permits, which were obtained, applied for, or denied, during this reporting period, specifying the agency, type of permit, permit number, permit expiration date, parcel, location, and activity for each permit, including environmental permits containing wetland impacts and mitigation.

(g) A description of any moratorium or consent order imposed by a regulatory agency on development within the Old Brick Township DRI, specifying the type of moratorium or consent order, duration, cause, and remedy as well as additional information regarding any "out of compliance": status issued by the applicable regulatory authority.

(h) An analysis, including a letter from the appropriate utility service provider, demonstrating that there will be sufficient capacity of potable water, wastewater, and solid waste facilities serving the Old Brick Township DRI for the anticipated development for the ensuing reporting period.

(i) An assessment of Developer's or its successor's compliance with conditions and commitments contained in this Development Order.

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

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

(l) A description of any change in local governmental jurisdiction for any portion of the Old Brick Township DRI since the effective date of this Development Order.

(m) Traffic reports, which shall be submitted to the Florida Department of Transportation ("FDOT") District 5 Urban Office in Orlando and the FDOT District 2 Urban Office in Jacksonville, as well as to the City of Palm Coast Community Development Department, NEFRC, and DCA. The first traffic report shall be due concurrently with the first Monitoring Report and then biennially thereafter until project buildout, unless otherwise specified by the NEFRC. The following information shall be included:

(i) A description of current development by land use, type, location (illustrated on a figure similar to Map H in the ADA), number of residential units and amount of square footage of non-residential, along with the proposed construction schedule for the ensuing 2 year period, and appropriate maps.

(ii) The status of the mitigation of transportation facility impacts, including the status of the payment of the proportionate share and schedule for new and/or improved roadways, traffic control devices, or other transportation facility improvements to be constructed or provided by the Developer or governmental entity to accommodate the total existing and anticipated traffic demands, any and all development agreements entered into to effectuate the improvements, and any other Developer's obligations required in the Development Order to meet transportation conditions.

(n) A statement certifying that the NEFRC, DCA, FDOT (District 5 and District 2 Urban Offices) and the City of Palm Coast and all affected agencies have been sent copies of the Monitoring Report in conformance with Subsections 380.06(15) and (18), *Florida Statutes*. Developer shall ensure that appropriate agencies receive a copy of each Monitoring Report.

(o) A copy of the Greenway Mitigation and Management Plan as further described in Specific Condition 20(f) below, any updates thereto and a summary of management activities conducted on the DRI Property between biennial reporting periods shall be provided to the City as a Biennial Reporting requirement.

13. **Application for Proposed Changes.** If the Developer proposes changes to this Development Order, the Developer shall submit simultaneously to the City, NEFRC and DCA any applications for proposed changes to the DRI pursuant to the requirements of Section 380.06(19), *Florida Statutes*. Subsequent requests which are consistent with this Development Order shall not require further review pursuant to Section 380.06, *Florida Statutes*.

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14. **Limitations of Approval.** The approval granted by this Development Order shall not be construed to obviate the duty of the Developer to comply with all other applicable federal, local or state permitting requirements.
15. **Impact Fee Credits.** This Development Order shall not preclude the City from requiring the payment of impact fees for development or construction of the Project, provided that such fees are assessed in accordance with a duly adopted ordinance. The City shall grant to the Developer or a CDD impact fee credits towards any present or future impact fees that may be adopted by the City for any contribution of land, construction (including design) and improvements, money (including, but not limited to, "pipelining" or "proportionate share" or "fair share contributions") made by or on behalf of the Developer or a CDD, as the case may be from time to time, in accordance with City Code, which exists on the Effective Date of this Development Order. In the event that any contributions of land, construction (including design) and improvements, money (including, but not limited to, "pipelining" or "proportionate share" or "fair share contributions") made by the Developer, or improvements funded or constructed with funds from a CDD are required by then current law to give rise to impact fee credits to the CDD, then such impact fee credit shall be established in the name of the CDD. General Condition 15 does not limit the City's ability to adjust the amount of impact fees by amending their Code after the Effective Date of this Development Order.
16. **Notices.** Any and all notices required, or allowed to be given; in accordance with this Development Order shall be mailed or delivered as follows:
- To Developer:** Wilson Green, LLC c/o Fletcher Management Company
1548 The Greens Way, Suite 4
Jacksonville Beach, Florida 32250
Attn: Douglas M. Davis
Telephone: (904) 285-6921
- With a Copy to:** Prosser Hallock, Inc.
13901 Sutton Park Drive, Suite 200
Jacksonville, Florida 32224
Attn: Donald Fullerton
Telephone: (904) 739-3655
- With a Copy to:** Greenberg Traurig, P.A.
101 East College Avenue
Tallahassee, Florida 32301
Attn: Reggie L. Bouthillier

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To the City: Telephone: (850) 222-6891
City of Palm Coast
160 Cypress Point Parkway, Suite B-106
Palm Coast, Florida 32164
Attn: City Manager

With a Copy to: Telephone: (386) 986-3702
Brown, Garganese, Weiss & D'Agresta, P.A.
111 N. Orange Ave.
Suite 2000
P.O. Box 2873
Orlando, FL 32802-2873
Attn: Palm Coast City Attorney
Telephone: (407) 425-9566

17. **Severability.** In the event any stipulation, or any portion of any Section of this Development order shall be declared invalid, illegal, or unconstitutional by a court of competent jurisdiction, such adjudication shall in no manner affect the approval granted herein, and other stipulations, or the other provisions of the affected stipulation, which shall remain in full force and effect as if the stipulation or portion or Section thereof so declared invalid, illegal, or unconstitutional, were not originally a part hereof, provided, however, that if the result of the severance of the stipulation or portion or Section results in harm to the public health, safety or welfare; results in a public harm; or substantially negates a public benefit or imposes a public burden; then the provisions of this Development Order shall be deemed not severable and this Development Order shall be reformulated and reconstituted by the City to address said matters.
18. **Rendition of Order to DCA.** Within 20 days of the approval and execution of this Development Order, the City shall render a copy of this Development Order, with all attachments certified as complete and accurate by certified mail, return receipt requested, to the DCA, Division of Community Planning, the NEFRC, and the Developer. If any condition, section, subsection, sentence, clause or provision of this Development Order is held to be invalid, the remainder of this Development Order shall be construed as not having contained such condition, section, subsection, sentence, clause or provision, and shall not be affected by such holding.
19. **Other General Conditions.**
- (a) Notwithstanding any provision contained in this Development Order to the contrary, the City shall have no financial responsibility to contribute to or participate in

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the funding, design, engineering, permitting, and/or construction of improvements to State roads, County roads, or City roads constructed or to be constructed within the DRI Property.

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

(c) The Developer acknowledges that the requirements and conditions of this Development Order as set forth herein result from the impacts of development of the DRI Property on public facilities and systems, are reasonably attributable to the development of the DRI Property, are based upon comparable requirements and commitments that the City or other agencies of government would reasonably expect to require a developer to expend or provide, and are consistent with sound and generally accepted land use planning and development practices and principles.

(d) The City has no obligation to fund any public facilities or infrastructure necessitated by the development of the DRI Property, unless specifically agreed to herein, by other agreements and/or through the City's Comprehensive Plan and Land Development Code.

(e) This Development Order and its terms and conditions and all of the promises, commitments, obligations, covenants, liabilities, and responsibilities of the Developer touch and concern the DRI Property and shall continue to run with, follow and burden the DRI Property. To this end, the promises, commitments, obligations, covenants, liabilities, and responsibilities provided for herein shall inure to the benefit of the City and shall operate as a perpetual burden and servitude upon the DRI Property unless released by the City by means of an appropriate recordable instrument approved and executed by the City. The promises, commitments, obligations, covenants, liabilities, and responsibilities provided for herein shall be binding upon the Developer and the Developer's heirs, transferees, assigns and successors in interest (specifically including, but not by way of limitation, building permit applicants and any person or entity developing any part of the DRI Property) and shall inure to the benefit of the City and its assigns and successors in interest as to all parts and each part of the DRI Property. The Developer shall pay any and all costs of recording instruments in the public records of the County.

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

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**PART III
SPECIFIC CONDITIONS**

20. Vegetation and Wildlife.

(a) The DRI Property shall be developed in full compliance with all applicable laws, rules and regulations. Development related activities on the DRI Property shall not result in taking, attempt to take, pursuit, hunting, harassment, capture, possession, sale or transport of wildlife species classified as endangered, threatened, or a species of special concern by either the State (68A-27.003 to 27.005, Florida Administrative Code) or Federal (16 USC 1531-1544) governments in contravention of applicable State or Federal laws, rules or regulations.

(b) Wildlife crossings will be incorporated within the DRI Property to assure wildlife travel from and to offsite natural areas. During Project permitting, a request for technical assistance shall be submitted to the Florida Fish and Wildlife Conservation Commission ("FFWCC"), with copy to the City, Florida Department of Transportation ("FDOT"), and the U.S. Fish and Wildlife Service ("FWS"), to formally request input to refine the type of crossings (at-grade, underpass, etc.) that will be used. Crossings will be strategically located to minimize impacts to wildlife resources. No fencing may be erected within conservation areas that would hinder the ability of wildlife to traverse the wildlife corridor. The conceptual location of the seven (7) wildlife crossings have been identified on Map H to facilitate the Northwest Corridor Overlay Area ("NCOA") regional roadway network and other major roadways throughout the DRI Property. When location and type have been finalized, the Developer will provide a location map of wildlife corridors and crossings to the City's Community Development Department and the NEFRC.

(c) No construction shall commence within areas of the DRI Property which are occupied by gopher tortoises until the Developer has obtained the necessary gopher tortoise permit(s) from the FFWCC and complies with applicable permit conditions. The Developer shall preserve at least 40 acres of gopher tortoise habitat prior to commencing any construction activities on the DRI Property that will affect occupied gopher tortoise habitat. Preservation shall be accomplished through either: (i) granting a perpetual conservation easement to the FFWCC and/or SJRWMD, in a form acceptable to each respective party, or (ii) fee simple transfer to the SJRWMD. Any onsite habitat preserve for gopher tortoise shall be consistent with the applicable FFWCC Gopher Tortoise Management Plan (September 2007) requirements.

(d) Informational signs or posters shall be located on active construction sites in areas that may contain suitable habitat for the Indigo Snake. The Developer shall develop an Eastern Indigo Snake Protection/Education Plan (the "Snake Plan")

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consistent with applicable FWS requirements. The Snake Plan shall meet the requirements and standards set forth in the "Standard Protection Measure For The Eastern Indigo Snake". The Snake Plan shall be provided to all contractors performing work on the DRI Property.

(e) The Developer shall comply with the requirements of City's Comprehensive Plan regarding wildlife species classified as endangered, threatened, or a species of special concern, as specifically identified in the NCOA.

(f) The Greenway Mitigation and Management Plan ("GMMP") will be implemented for the Project consistent with the NCOA sequencing process pursuant to the City's Comprehensive Plan. The GMMP satisfies the requirements of Policies 1.8.5.2, 1.8.5.3 and 1.8.5.5 of the NCOA. During the Project's permitting and/or rezoning process, and prior to development activities, this GMMP may be further refined in coordination with the City and FFWCC.

(g) Much of the DRI Property has been and will continue to be used for agricultural and silvicultural purposes as an allowed interim use. Agricultural and silvicultural activities within a parcel re-zoned for development may occur until the commencement of construction as further described in Specific Condition 37 below. No logging or other similar silvicultural operations shall be conducted within the wetland areas to be conserved or within the required upland buffer areas adjacent to the wetlands to be conserved, except for wetland and upland enhancement purposes and mitigation approved by the SJRWMD. Silviculture practices must be limited to those areas of the Old Brick Township Project where such practices have occurred or are occurring.

(h) Subject to Specific Condition 21(b) below, during project permitting and/or rezoning process, and prior to development activities, the Developer shall implement the GMMP which includes, but has not been limited to, the following FFWCC's recommendations regarding the Florida Black bear and its habitat:

(i) A total of at least 2,700 acres of uplands and wetlands that include the highest quality black bear habitat on-site will be designated as proposed future conservation lands as depicted on Map H.

(ii) Wildlife habitat and hydrological actions that results in improved habitat quality.

(iii) Conservation easements or other long-term management agreements, consistent with the NCOA sequencing process, with appropriate entities as approved by the SJRWMD and/or ACOE, and provide the City and FFWCC copies of these submittals prior to finalizing with the SJRWMD and/or ACOE.

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21. **Wetlands.**

(a) All proposed development within and adjacent to wetlands and water bodies shall comply with the City's Comprehensive Plan as well as other applicable federal, state, and local laws and regulations. Prior to commencement of clearing, earth movement and construction or other development within any jurisdictional wetlands, the wetland boundaries shall be surveyed and approved by the SJRWMD or ACOE, as applicable. Development activities, as defined in Section 380.04, *Florida Statutes*, may only occur in jurisdictional wetlands after the Developer, its successors or assigns, obtains required permits from the SJRWMD and ACOE, as applicable. Wetland impacts will be mitigated through the regulatory permitting processes of SJRWMD and ACOE, as applicable. The exact boundaries and timing of the wetland and upland areas to be preserved shall be conducted consistent with the process provided in subparagraph (c) of this Specific Condition below. The Developer shall promptly provide to the City a copy of all Federal and State environmental permits prior to construction activities being undertaken. The Developer, or its assigns, shall be required to comply with all terms and conditions of all such permits.

(b) Within the DRI Property, over one-half of the total 5,273 acres (approximately 2,700± acres including wetlands and uplands) has been planned for preservation, restoration, and enhancement as shown on **Exhibit "D"** attached to this Development Order and outlined in the GMMP ("OBT Mitigation Proposal"). To adequately offset ecological functional losses associated with the estimated wetland impacts described below, the Developer is proposing this OBT Mitigation Proposal subject to obtaining required permits from the SJRWMD and ACOE. This OBT Mitigation Proposal, if implemented, will provide regionally significant ecological benefits. The Developer, at its discretion, may seek to apply for and obtain a determination from the SJRWMD under its rules designating the OBT Mitigation Proposal with a regionally significant status. These areas will be quantified and assessed during the permitting processes with SJRWMD and ACOE using the Uniform Mitigation Assessment Method (UMAM, 62-345 *Florida Administrative Code*). The OBT Mitigation Proposal will be implemented within the DRI Property consistent with the established sequencing process established within the NCOA element of the City's Comprehensive Plan as further described below. A CDD, property owners association ("POA"), or its functional equivalent shall be established to maintain the areas included within the OBT Mitigation Proposal area.

(c) Subject to obtaining required permits from the SJRWMD, ACOE, the City, and other applicable agencies, the Developer shall record conservation easements in favor of the SJRWMD and/or the City over the areas covering the proposed preserved

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wetlands and upland areas within the DRI Property consistent with the established sequencing process established within the NCOA element of the City's Comprehensive Plan. Developer shall provide the City copies of these submittals prior to finalizing these conservation easements with the SJRWMD and/or ACOE.

(d) Upland buffers adjacent to wetlands shall be established on the DRI Property that are consistent with the City's Land Development Code. Wetland protection and habitat support provided by undisturbed upland buffers and development setbacks will be a critical inclusion in the overall mitigation plan. Preserved and enhanced wetlands within the proposed greenways will be isolated from development areas to reduce secondary impacts to wetlands, enhance stormwater protections, and provide habitat for wetland-dependent wildlife that thrive in the upland/wetland ecotones during significant portions of their life cycle. Table 2 in **Exhibit "E"** attached to this Development Order is provided to indicate the various upland buffer widths and additional setbacks for the DRI Property. At a minimum, the buffers shall include the following:

Activities or construction which does not have an adverse effect on the natural function of the wetland buffer may be permitted within the buffer. Examples of non-adverse activities or construction include pruning; planting of suitable native vegetation; removal of exotic and nuisance plant species; construction of minor drainage structures such as swales, outfall pipes, or berms; construction of elevated boardwalks, docks, piers; passive recreation; and at grade hiking trails.

The following BMPs will also be implemented by Developer:

(i) To reduce erosion, all swales and drainage ways constructed by the Developer shall be vegetated or sodded. The inside detention slopes for stormwater ponds shall be sodded. The berm and outside slopes for stormwater ponds shall be hydroseeded. All slopes steeper than 4:1 (horizontal:vertical) shall be sodded. Only those areas needed for development may be cleared. All cleared development areas shall be hydroseeded or seeded and mulched once construction activities in such areas cease. All areas which are covered with vegetation or sod or which are seeded and mulched or hydroseeded shall be maintained after construction consistent with City Code.

(ii) Sedimentation of wetlands shall be prevented through adherence to the erosion and sediment control plan submitted as part of the stormwater permit.

(iii) Wildfire mitigation management practices will be routinely implemented on all vacant property within the DRI boundaries; specifically, in the vegetation areas shown as scrub and brushland, pine flatwoods, coniferous plantations and forest regeneration areas. Mitigation shall include, but is not limited to, controlled burning, mechanical mowing or chopping, tree thinning and animal grazing. The

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Developer shall implement these practices on a normal cycle for this work which is approximately every three to five years.

(e) The City, through the NCOA, established a sequencing process for the purpose of creating, protecting, enhancing, and restoring the large contiguous ecological corridor, including the implementation of the Mitigation Proposal, within the Old Brick Township DRI Property, by the clustering of development which results in impacts to lower to moderate quality wetlands outside the planned ecological corridor as further detailed in the GMMP. The implementation of the GMMP, which includes the Mitigation Proposal, through the NCOA sequencing process for OBT as proposed will provide greater ecological benefits to the DRI Property than the existing site conditions which have been significantly influenced from past silviculture activities. Proposed wetland impact acreage and relative wetland qualities within the DRI Property are shown on **Exhibit "F"** attached to this Development Order. If additional wetland impacts are identified during future formal wetland determinations, they shall be limited to pine plantation land uses of lesser ecological value, which have also been confirmed as jurisdictional wetlands by the SJRWMD. The final number of wetland impacts may vary based on the final survey and approval of the jurisdictional line and based on permitting by the SJRWMD and the ACOE. The ultimate amount of wetland impacts will be determined in full compliance with SJRWMD elimination and reduction, Section 10.01 of the City's Land Development Code, and ACOE avoidance and minimization regulations during conceptual and/or construction phase permitting.

22. Floodplains.

(a) Developer shall comply with applicable flood damage protection regulations within the City's Land Development Code, as well as applicable state and federal regulations.

(b) A master stormwater management system will be designed and constructed. The system will be based on pre-development and post-development evaluations of the 100-year floodplain elevations and extents and will be designed to prevent increases to the floodplain elevation for off-site lands or parcels resulting from the design storm event. A floodplain study may require further modifications and/or other engineering assurances to demonstrate consistency with recent and/or historical flood stage observations, rainfall data, and the USGS recording station data, based on availability and quality of the reference data.

(c) The Developer and City will together establish a hydrological model ("Model") to determine base flood elevations ("BFE's") for the Project. The Model will be submitted to FEMA to approve the BFE's. As development proceeds, Developer will

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submit the appropriate requests to obtain Letters of Map Revision to FEMA and the SJRWMD.

(d) The stormwater management system will be designed to accommodate the 100-year interval, 24 hour duration design storm event to prevent the increase of elevations of off-site properties. Residential and non-residential structures shall have their finished floor elevation set at minimum of one foot above the established applicable base flood elevation.

(e) All major collector and arterial roadways shall be constructed such that the centerline is at or above the 100-year floodplain elevation as established by the Model.

23. **Water Supply.** Development of the Old Brick Township DRI shall occur concurrent with a provision of adequate central potable water service meeting the adopted level of service in the City's Comprehensive Plan. The Developer and the City will enter into a Utilities Agreement, which addresses the City's provision of central potable water service to the Project and specifically details the rights and obligations of the City and Developer regarding the: provisions of the system and infrastructure, both on-site and off-site; capacity allocation and service commitment; construction, permitting, and conveyance procedures; fee credits; easements; well-sites; wellhead protection zones; services rates; reuse, and; water conservation measures. A distribution system for nonpotable water (reclaimed water, stormwater, and surface water) shall be installed concurrent with development of the Project for both residential and non-residential uses. The nonpotable distribution system shall be developed in parallel to and concurrently with the potable water system for utilization when sufficient quantities of reclaimed or surface water are available for irrigation. Additionally, the Developer shall adhere to the following requirements:

(a) All available lower-quality sources of water, including reclaimed water, storm water, and surface water, must be distributed for use or used throughout the DRI in place of higher-quality water sources, when deemed feasible, pursuant to District rules and applicable State law. Stormwater, surface water, and reclaimed water shall be maximized as nonpotable water sources for irrigation. Irrigation systems shall be designed to accept nonpotable water.

(b) No Floridan aquifer wells and/or confined surficial aquifer wells shall be used for irrigation, except as authorized by the St. Johns River Water Management District. Until reclaimed water is available, landscaped areas within common areas shall be irrigated with available stormwater as the primary (first) source. Surface water will serve as backup (secondary) source for irrigation. Only lower quality water sources

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defined in (a) above, shall be utilized for surface level maintenance or decorative uses, except as authorized by the St. Johns River Water Management District.

24. Groundwater Protection.

(a) A buffer zone with a 500-foot radius shall be established around each existing and proposed wellhead where no construction activities involving hazardous materials shall be conducted and no hazardous material and/or waste generation facilities may be constructed. Direct stormwater runoff shall be diverted away from these buffer areas to stormwater treatment ponds which shall be located outside of the protection zone consistent with City Code.

(b) Any abandoned wells discovered prior to or during development shall be properly plugged and abandoned in accordance with SJRWMD's rules and regulations.

(c) The following best management practices shall apply to geotechnical borings:

(i) All borings deeper than 20 feet shall be neat cement grouted to the surface to prevent downward migration of surface and subsurface contaminants along the borehole to the shallow intermediate or Floridan Aquifer.

(ii) All borings less than 20 feet deep shall be backfilled with the original drilled soil to the surface to prevent the creation of a sump. Where the boring is advanced through asphalt or concrete it shall be patched at the surface with a similar impervious material.

(iii) If contamination is detected in any geotechnical boring, the contaminated soil shall not be used as replacement material and the horizontal and vertical extent of the contamination shall be assessed and reported to the City and the appropriate regulatory authority.

(d) Any discharge of a hazardous substance at regulatory reporting thresholds shall be reported immediately by the facility owner, operator, or responsible party to the City. Such notification shall in no way alleviate the owner, operator, or responsible party from other City, State, and Federal reporting obligations as required by law. All facilities with discharges of any quantity of a hazardous substance shall be remediated so that contamination of soil, surface water, or groundwater is brought into compliance with State, local, and/or Federal standards. Clean-up activities shall begin concurrent with or immediately following emergency response activities.

(e) Whenever it is determined by the City or authorized regulatory agency that a discharge of hazardous substances is resulting in imminent threat of contamination of groundwater or danger to life or property from the contamination of groundwater within the DRI Property, or portion thereof, the Developer or its successors and assigns, shall require immediate corrective action as required by the City. In the event the Developer, or

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its successors or assigns, as an owner of that portion of the DRI Property contaminated with regulated substances fails to comply with applicable Federal, State, and Local regulations, the City may enter the affected portion of the DRI Property and conduct clean-up activities that are required by Federal, State, and Local regulations and pass on the cost of clean up activities to the responsible party. Initiation of any required clean-up activities as directed by the City shall commence within 24 hours and shall be completed within the time specified by the City or other regulatory authority. If immediate corrective measures are not taken and there is immediate threat to the City's potable water resources, danger or hardship to the public, the City may enter upon lands, take corrective actions, and place a lien on the real property of such person(s) to recover the costs of the corrective measures. This prohibition, as with all other provisions of this Development Order, shall act as a deed restriction within the DRI Property.

25. **Wastewater Management.** Development within Old Brick Township DRI shall occur concurrent with the provision of adequate central sewer service meeting the adopted level of service of the City's Comprehensive Plan. The Developer and the City will enter into a Utilities Agreement, which addresses the City's provision of central sewer service to the Project and specifically details the rights and obligations of the City and Developer regarding the: provision of the system and infrastructure both on-site and off-site; capacity allocation and service commitment; construction; permitting, and conveyance procedures; fee credits; easements, and; service rates.
26. **Stormwater Management/Stormwater Pollution Prevention.** The surface water management system for the DRI Property shall be designed in accordance with applicable City and SJRWMD requirements and will provide for the effective removal of stormwater from the development areas through a series of stormwater management facilities. A CDD, POA, or its functional equivalent shall be established to maintain the drainage system upon completion of each parcel within the DRI Property. The Developer will be responsible for the maintenance of the drainage system until the CDD, POA, or its functional equivalent is formed and the individual parcels are sold or developed. As an alternative, the City may elect to assume ownership, maintenance, and operation of the Project's stormwater management system, or any portion thereof, subject to the Developer and City entering into an agreement which provides for rights, responsibilities and obligations of the parties with respect to the future maintenance and operation of the stormwater management system. Development within the DRI Property shall use Best Management Practices for Erosion Control as required by the applicable National Pollutant Discharge Elimination System ("NPDES") permit. Construction activity within the DRI Property shall be conducted in accordance with a stormwater pollution

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prevention plan developed pursuant to the NPDES permitting program, and consistent with the City Land Development Code. Discharge from stormwater ponds will meet all applicable local, State and Federal surface water quality standards, including any applicable Outstanding Florida Water treatment standards pursuant to 40C-42 *Florida Administrative Code*, on the Effective Date of this Development Order. This Development Order provides numerous conditions to require the implementation of progressive measures to improve water quality through the stormwater treatment train (e.g., Specific Condition 21 - enhanced buffers; vegetated/sodded stormwater pond slopes; Specific Condition 31 - limitations on the removal of topsoil, native grass, shrubs, and trees; selection of native materials that reduce the need for fertilizer and irrigation; reduced turf grass areas to 50% of landscaped areas; avoidance of high nutrient release fertilizers; implementation of restricted irrigation schedules; and use of depressional and biofiltration areas for increased treatment of stormwater).

Prior to commencement of any construction which will be adjacent to a conserved wetland, the Developer's contractor (the "Contractor") shall be required to install and maintain silt fencing on the landward edge of the natural vegetated upland buffer or landward of the natural vegetated upland buffer at the physical limits of construction to protect the conserved wetlands. The Contractor shall be responsible for inspection of the silt fencing at least once a week (or applicable federal, state or local regulations) and repair fallen or damaged sections shall be made immediately upon discovery. All contractors working within the DRI Property shall be notified of the requirement for a stormwater pollution plan developed pursuant to the NPDES permit program and shall be advised of the requirements for silt fencing set forth in this Specific Condition. Copies of the stormwater pollution prevention plans shall be provided to the City and other required regulatory agencies. In addition, the Developer agrees to incorporate into its property management contract practices, such as the use of slow release fertilizer and other Best Management Practices to further improve surface water quality.

The Project has been planned to avoid impacts to the City's existing stormwater system and/or infrastructure. The Developer intends to construct and maintain the stormwater system for the Project. The City owns and maintains an existing master stormwater management system which is subject to applicable City Code. The Project shall be subject to applicable City Code. If the Developer elects to convey the responsibility for owning, maintaining, operating any and/or all of the Project's Stormwater system to its successors or assigns, the conveyance will include the following necessary for operation of the system:

- (a) As-builts construction plans.
- (b) Water management regulatory agency operation permits.

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(c) Documents conveying authority to the maintenance entity (deeds, easements, etc.).

(d) Assurances that the stormwater system will function at its design level (construct or repair existing infrastructure or structures; funds in lieu of repairs).

27. **Surface Water/Water Quality Monitoring.** Prior to commencement of construction activity within the DRI Property, the Developer will develop and secure DEP approval of a Surface Water Quality Monitoring Plan, to include water quality monitoring stations, which will provide, at a minimum, for collection of background data for six (6) consecutive months prior to construction and quarterly thereafter for an appropriate length of time as established in the DEP-approved plan. The plan will include water quality monitoring stations also approved by DEP. There will be at least two (2) baseline sampling events completed before initiation of construction.

If the Surface Water Quality Monitoring Plan identifies variations in water quality of receiving waters from established background water quality attributable to discharges from the DRI Property, then DEP shall promptly notify the Developer of such conditions. In such event, the Developer shall cooperate with DEP to develop and implement a plan to address the problem. The actions required to address the problem, including the means of payment by the Developer for the costs of such plan and actions required, and the timeframe within which to implement the corrective action shall be agreed upon by DEP, the City, and the Developer. If agreement is not reached within sixty (60) days from the time DEP notifies the Developer of a variation in water quality, no further development permits shall be issued until agreement is reached. Failure to implement the agreed-upon plan of action within the timeframe agreed upon will be a violation of this Specific Condition. A summary of the water quality monitoring results shall be included in the biennial report.

28. **Solid Waste.**

(a) Development of the Old Brick Township DRI shall occur concurrent with provisions of adequate solid waste service meeting the adopted level of service in the City's Comprehensive Plan. The Old Brick Township Project shall participate in the City's recycling program and implement a comprehensive solid waste minimization strategy that may include Construction and Demolition Debris (C&D) Recycling and Recovery, Mandatory Commercial Recycling, Recycling Markets, and other waste reduction initiatives supported by the Florida Department of Environmental Protection's (FDEP) recycling goal.

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(b) Development within the Old Brick Township DRI or individual phases shall not occur until adequate permitted capacity is verified from the identified service provider or a substitute.

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

(d) The GMMP provides for the development of responsible solid waste disposal initiatives that will be implemented to reduce attractants to the Florida black bear.

29. **Transportation.** The Developer of the Old Brick Township DRI will dedicate right-of-way ("ROW"), construct improvements, and/or make cash payments to mitigate for regional transportation impacts and meet local concurrency requirements, pursuant to Section 163.3180(12), *Florida Statutes*, as described below. The Developer acknowledges that the terms of this Development Order and the City's Comprehensive Plan require certain improvements to be constructed by the Developer regardless of actual cost. The Old Brick Township DRI proportionate share contribution amount is \$24,202,922 (based on 2010 dollars), which will mitigate for all regional and local transportation impacts as stated above. Calculation of the proportionate share amount is based upon reasonable estimates only and shall not, therefore, serve as a cap on the Developer's actual costs for the required improvements, except as otherwise provided for herein. These improvements are sufficient to fully mitigate for all the transportation impacts for the development rights approved in this Development Order through the build-out year of 2025. Additionally, these improvements, which have a value of \$68,928,160 (based on 2010 dollars), will substantially exceed the required proportionate share contribution and will benefit regionally significant transportation facilities pursuant to Section 163.3180(12), *Florida Statutes*, as authorized by this Development Order and the City's Comprehensive Plan. The improvements to be constructed by the Developer and identified for funding by the Developer and described below are required to have funding guarantees to ensure the funding of said improvements. The funding guarantees shall be in the form of a bond, or surety guarantee acceptable to the City or cash payment. The Developer shall receive credit against any City transportation impact fees for all ROW dedications, improvements that are constructed and dedicated, and cash payments pursuant to this Development Order. To the extent the Developer has paid impact fees, and subsequently dedicates ROW, makes a contribution or constructs improvements that are dedicated, then the Developer shall receive reimbursement for such ROW dedications, contributions and improvements that are depicted on Comprehensive Plan Map 2.13 (CP-2.13) and listed within subparagraphs (a) thru (i) below up to the total

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amount of the impact fees paid by the Developer. Payments shall be adjusted to the time of payment based on the change in the *Producer Price Index (PPI)* for Highway and Street Construction (published by the US Department of Labor). For reference, the April 2010 PPI for Highway and Street Construction was 217.4.

(a) **ROW for NCOA Regionally Significant Roadway Within Old Brick Township DRI.** Developer, its successors or assigns, shall provide the ROW necessary to establish and construct the NCOA regionally significant roadway network within the Old Brick Township DRI Property consistent with Objective 1.8.2 and Map CP-2.13 of the City Comprehensive Plan as more specifically illustrated on **Exhibit "G-1"** ("NCOA ROW Reservation") attached hereto. The NCOA ROW Reservation establishes the general alignment (ranging between 150' to 300' widths) for the Matanzas Woods Parkway Extension and the New Brick Parkway as depicted on **Exhibit "G-1"**. The appropriate ROW width for each segment shall be agreed to by Developer and City during MPD or its equivalent approval. The Developer, its successors or assigns, shall dedicate NCOA ROW Reservation to the City, prior to or concurrent with plat approvals, pursuant to the following schedule:

| Old Brick Township DRI NCOA Transportation Network ROW Dedication Within the Project by Phase | | | | |
|--|----------------------------------|---|-----------------------------|--|
| # | Road Segment Name | Limits | | Phase of Dedication |
| 1c | Matanzas Woods Parkway Extension | Old Brick Township East Property Boundary | Town Center West Limits | Phase 1, prior to the first City building permit for any vertical construction |
| 2a | Matanzas Woods Parkway Extension | Town Center West Limits | New Brick Parkway | Phase 2, prior to the first City building permit for any vertical construction |
| 2b | New Brick Parkway | Matanzas Woods Parkway Extension | Green Settlement Midpoint | Phase 2, prior to the first City building permit for any vertical construction |
| 3a | New Brick Parkway | Green Settlement Midpoint | OBT South Property Boundary | Phase 3, prior to the first City building permit for any vertical construction |

(b) **Additional Old Brick Township DRI ROW Dedication within the Project by Phase.** In addition to the NCOA ROW Reservation within the Project as described above, the Developer, its successors or assigns, shall provide all ROW necessary to construct the internal roadway network for the Project.

(c) **General Provisions for Dedication of ROW.** The following provisions shall apply to all ROW dedicated by the Developer pursuant to this Development Order:

(i) The preliminary engineering plans will define roadway, multiuse trail, utility, stormwater and other requirements sufficient to provide a complete transportation facility.

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(ii) ROW will be established based on the approved preliminary engineering plans, and will be dedicated to the City by preliminary plat, or other means mutually agreed by the City and Developer.

(iii) As stated above, the Developer shall receive credit against any City transportation impact fees for actual value of ROW at the time of dedication consistent with General Condition 15 above.

(iv) Developer and City shall determine prior to dedication of ROW for Segment #3a that the ROW to be dedicated is properly aligned with other segments of the ROW to the south of the DRI boundary.

(d) **Off-Site Matanzas Woods Parkway Extension ROW.** The City shall acquire the ROW necessary to establish and construct the NCOA regionally significant roadway network outside the Old Brick Township DRI Property consistent with Objective 1.8.2 and depicted on Map CP 2.13 of the City's Comprehensive Plan as more specifically depicted on **Exhibit "G-2"** attached to this Development Order. The property depicted on **Exhibit "G-2"** represents the ROW necessary to construct the Matanzas Woods Parkway Extension Road Segments 1a and 1b referenced in subparagraph (e) below ("MWP Extension ROW"). Developer and the City shall mutually cooperate in causing the acquisition of the MWP Extension ROW prior to or concurrent with plat approvals, pursuant to the following schedule:

| NCOA Off-Site Transportation Regional Network ROW Acquisition by Project Phase | | | | |
|---|----------------------------------|--------|----------------------------|--|
| # | Road Segment Name | Limits | | Phase of Acquisition |
| 1a | Matanzas Woods Parkway Extension | U.S. 1 | FEC RR | Phase 1 and prior to recording first final plat in the Town Center |
| 1b | Matanzas Woods Parkway Extension | FEC RR | OBT East Property Boundary | Phase 1 and prior to recording first final plat in the Town Center |

The City and Developer will cooperate and diligently pursue acquisition of the MWP Extension ROW. The City agrees to use all available legal means to accomplish this acquisition. To the extent costs are associated with this acquisition, the City may require, as a condition of the acquisition, an agreement with Developer to address the Developer's payment of the reasonable costs associated with the acquisition of the MWP Extension ROW.

(e) **NCOA Regional Transportation Network Improvements by Project Phase.** Except as otherwise expressly provided for herein, Developer, its successors or assigns, shall be responsible for the design, engineering, and construction of the following segments ("NCOA Transportation Improvements") of the NCOA regional multimodal transportation network as specifically defined in the table below.

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| Old Brick Township DRI NCOA Transportation Network Improvements by Project Phase | | | | | |
|---|----------------------------------|----------------------------|-----------------------------|--|---|
| # | Road Segment Name | Limits | | Phase of Improvement | Improvement Description |
| 1a | Matanzas Woods Parkway Extension | U.S. 1 | FEC RR | Phase 1, prior to the first City building permit for any vertical construction | 2-lane Arterial and Multi-use Trail including FEC RR Overpass |
| 1b | Matanzas Woods Parkway Extension | FEC RR | OBT East Property Boundary | Phase 1, prior to the first City building permit for any vertical construction | 2-lane Arterial and Multi-use Trail |
| 1c | Matanzas Woods Parkway Extension | OBT East Property Boundary | Town Center West Limits | Phase 1, prior to the first City building permit for any vertical construction | 2-lane Arterial and Multi-use Trail |
| 2a | Matanzas Woods Parkway Extension | Town Center West Limits | New Brick Parkway | Phase 2, prior to the first City building permit for any vertical construction | 2-lane Arterial and Multi-use Trail |
| 2b | New Brick Parkway | Matanzas Woods Parkway Ext | Green Settlement Midpoint | Phase 2, prior to the first City building permit for any vertical construction | 2-lane Arterial and Multi-use Trail |
| 3a | New Brick Parkway | Green Settlement Midpoint | OBT South Property Boundary | Phase 3, prior to the first City building permit for any vertical construction | 2-lane Arterial and Multi-use Trail |

(i) Construction of the NCOA Transportation Improvements will be to City standards, or to other transportation agency that will accept ownership and maintenance responsibility. Developer will pursue construction and dedication of completed NCOA Transportation Improvements pursuant to the schedule in the table above and may, as an alternative to construction, provide the City a funding guarantee

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for the improvements in the form of a bond surety, or other similar guarantee acceptable to the City.

(ii) Developer will be responsible for filing and obtaining required permits from FEC RR, FDOT, DEP, SJRWMD, ACOE, and any other applicable permit agencies to implement the required NCOA Transportation Improvements. If the City owns any portion of the ROW, the City will provide any necessary authorization to the Developer for obtaining these permits, and cooperate with and assist the Developer in obtaining these permits. Developer shall be responsible for complying with any specific construction or mitigation conditions resulting from these permits.

(iii) As stated above, Developer shall receive credit against any City transportation impact fees for actual construction value at the time of acceptance.

(f) **I-95 & Matanzas Woods Parkway Interchange.** Developer, its successors or assigns, shall contribute funds to FDOT for the design, ROW acquisition, and construction of the proposed I-95 & Matanzas Woods Parkway Interchange as follows:

(i) Prior to any building permits for Phase 2 development, \$2,000,000 (based on 2010 dollars) shall be contributed to FDOT to be used for the design and/or ROW acquisition for the interchange.

(ii) Prior to any building permits for Phase 3 development, \$3,762,000 (based on 2010 dollars) shall be contributed to FDOT to be used for ROW acquisition and/or construction of the interchange.

(iii) Pursuant to Section 9J-2.045(7)(b), *Florida Administrative Code*, in the event that the I-95 and Matanzas Woods Parkway Interchange is not authorized by the Federal Highway Administration (evidenced by Location and Design Concept Acceptance), no building permits for Phase 3 shall be issued until: (1) a revised transportation analysis is submitted by the Developer which does not utilize the I-95 and Matanzas Woods Parkway Interchange and identifies alternative transportation mitigation ("Revised Transportation Analysis"), and (2) the Revised Transportation Analysis is approved by the City, FDOT, and NEFRC through the Notice of Proposed Change process, or its equivalent.

(g) **U.S. 1 Improvement.** Developer, its successors or assigns, shall, prior to any building permits for Phase 3 development, contribute \$1,397,000 (based on 2010 dollars) to FDOT for the design, right-of-way acquisition, and construction of the improvements in the vicinity of U.S. 1 and S.R. 100 within the City of Bunnell, which will be determined through a study to be conducted of potential capacity improvements in Bunnell. In the event that there are no applicable improvements in Bunnell that could be implemented with the \$1,397,000, then FDOT may apply the funds to an alternate

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improvement that mitigates for the Old Brick Township DRI, subject to the approval of the City and Developer.

(h) **Regional Transportation Network Optional Improvement.** Developer, its successors or assigns, shall, prior to any building permits for Phase 3 development, contribute \$8,295,160 (based on 2010 dollars) to the FDOT to be applied toward the design, ROW acquisition, and construction of one or more of the improvements listed below. The improvement to be constructed and the implementing entity shall be determined by FDOT, in consultation with the Developer, the City of Palm Coast, Flagler County, and the NEFRC.

(i) U.S. 1 Option - widen to 6-lane divided between Matanzas Woods Parkway and Palm Coast Parkway, including improvements to the intersection of U.S. 1 with Matanzas Woods Parkway.

(ii) Matanzas Woods Parkway Multilane Option – widen to 4-lane divided between U.S. 1 and I-95.

(iii) Matanzas Woods Parkway Extension Multilane Option – widen to 4-lane divided between Old Brick Township DRI and U.S. 1.

(iv) New Brick Parkway Off-site Option – construct 2-lane arterial between OBT south boundary and Neoga Lakes DRI village center in the event that Neoga Lakes Developer has not completed or committed funds for this improvement.

(i) **Coordination of Regional Roadway Network.** The Developer will coordinate the alignment and cross-section of New Brick Parkway with the Neoga Lakes developer and the City of Palm Coast to ensure consistency and compatibility. No permits for Phase 3 development shall be issued unless the portion of New Brick Parkway within the Neoga Lakes DRI:

(i) is under construction; or

(ii) construction funding is guaranteed by Neoga Lakes DRI developer, or its assignee, in the form of a bond or surety guarantee acceptable to the City; or

(iii) is funded for construction within the first year of the City Capital Improvement Element; or

(iv) is funded for construction because Developer has contributed the funds described in Specific Condition 29(h) above, and the funds are applied to option 29(h)(iv), New Brick Parkway Off-site Option, as described above.

In the event that the Neoga Lakes DRI is either (a) not approved or (b) the Development Order has been abandoned, or (c) one of the options (i) through (iv) above does not occur, no building permits for Phase 3 shall be issued until: (1) a Revised Transportation Analysis is submitted by the Developer which does not include the New Brick Parkway connection into the Neoga Lakes DRI or updates its construction status

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and identifies alternative transportation mitigation including credit for regional transportation improvements and contributions made to date, and (2) the Revised Transportation Analysis is approved by the City, FDOT, and NEFRC through the Notice of Proposed Change process, or its equivalent.

(j) **Alternative to Off-Site Matanzas Woods Parkway Extension (“Northern Optional Route”).** If, after twelve (12) months from the Effective Date, the City has not acquired the ROW for the Matanzas Woods Parkway Extension Road Segments 1a and 1b pursuant to subparagraph (d) above, upon written notice to the City, the Developer may elect to proceed with the Northern Optional Route as depicted on Map H attached as **Exhibit “B”** to this Development Order. If Developer elects to proceed with the Northern Optional Route, the Developer shall not be required to dedicate the Matanzas Woods Extension ROW pursuant to Specific Condition 29(d) above, or construct Segments 1a and 1b of the NCOA Transportation Improvements pursuant to Specific Condition 29(e) above. The Developer’s dedication of ROW and construction of the Northern Optional Route will substitute for these Segment 1a and 1b conditions, and shall be dedicated and constructed on the same schedules defined for Segments 1a and 1b above.

(k) **FDOT Proportionate Share Agreement.** The Developer shall enter into a proportionate share agreement with the FDOT that meets the requirements of 380.06 and 163.3180, *Florida Statutes*. 9J-2.045(7)(a)3.a., *Florida Administrative Code*. The proportionate share agreement is attached as **Exhibit “H”** to the Development Order.

30. **Air Quality.** The following dust control measures, as necessary, shall be undertaken during all construction activities throughout build-out of the DRI:

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

(b) Contractors will use mulch, liquid resinous adhesives with hydro-seeding or sod on all landscape areas;

(c) Contractors will remove soil and other dust-generating material deposited on paved streets by vehicular traffic, earth moving equipment, or soil erosion; and

(d) Contractors will utilize the best operating practices in conjunction with any burning resulting from land clearing, which may include the use of air curtain incinerators if required by the City Fire and Rescue Department.

31. **Low Impact Development Practices.**

(a) The Developer will seek to obtain certification from the Florida Green Building Coalition, the U.S. Green Building Council or similar recognized program.

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(b) Site Planning. The Developer will coordinate with the City to implement planning and design practices for the DRI Property through the identification and prioritization of the following ecological site characteristics: wetlands, uplands, wildlife corridors, cultural resources, landscape and soils.

(c) The Developer will coordinate with the City to provide requirements to address the reduction of vehicle miles traveled (VMT) through following practices:

(i) Flextime initiatives, where employers will be encouraged to provide opportunities for working at home and/or flexible hours.

(ii) Provision of a transit center site up to one (1) acre in size by the end of Phase 2 within proximity to the Town Center Commercial area to accommodate future off-site transit service. In the event that public transit service is provided to Old Brick Township, transit passenger shelters and transit bays shall be constructed, as determined necessary by the transit provider, to facilitate transit service. In addition, the internal roadways within the DRI Property, which will be classified as a minor collector and above, will be designed to accommodate the operation of transit buses and the internal circulation within the commercial areas will be designed to facilitate the use of public transit.

(iii) Provision of a pedestrian, bicycle and other non-vehicular (i.e., electric carts) system that provides connectivity between land uses and adjacent to all vehicle corridors.

(d) The Developer and the City will coordinate and identify requirements to minimize land disturbance through the following practices:

(i) Limit topsoil removal and soil compaction on the DRI Property and where practicable stockpile topsoil within the DRI Property for reuse.

(ii) Utilize natural depressional areas, biofiltration areas, and swales to capture, retain, and route and treat stormwater.

(iii) Limit impervious areas through narrow streets and higher density home layouts.

(iv) The surface water monitoring program described in this Development Order will be coordinated to include monitoring of the above identified implementation activities.

(e) Water conservation strategies, including native, drought-tolerant landscape techniques and low-flow plumbing fixtures shall be incorporated into the construction, operation, and maintenance phases of the Old Brick Township DRI, and shall be included in the covenants and deed restrictions. The water conservation strategies shall include the following conditions:

(i) Waterwise landscaping techniques shall be incorporated into the construction, operation and maintenance phase of the development and shall be included

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in the covenants and restrictions. Irrigated turf grass shall not exceed 50% of the landscaped area (except for active play areas and parks) and site-appropriate plant species, or alternatively, plants and sod that conserve water, that adapt to local conditions, and that are drought tolerant, shall be used in landscaped areas. Landscaped area is defined as any pervious area within the proposed development that will be altered due to development, exclusive of pervious areas within wetlands, wetland buffers, vegetative buffers between land uses; stormwater systems and required preservation areas. Refer to the SJRWMD's *Waterwise Florida Landscapes*, or comparable guidelines prepared by the Florida Department of Agriculture and Consumer Services, SJRWMD, FWCC, or FDEP.

(ii) Separate irrigation zones shall be required for turf and non-turf areas throughout all land uses (residential and non-residential) to avoid irrigation of landscaped areas when irrigating turf zone(s). Landscaped areas shall not be irrigated using a high-volume irrigation system. All irrigation systems shall use a rain shut-off device such as a rain sensor or soil moisture sensor (per Florida Statutes) to override unnecessary irrigation events.

(iii) Best management practices (BMP) cited by the University of Florida Institute of Food and Agricultural Science's (IFAS) *A Guide to Florida-Friendly Landscaping* shall be followed for landscape installation, irrigation, and fertilizer and pesticide applications. These BMPs shall include the following:

- Landscape design that minimizes the impacts of fertilizer applications.
- Preferred plant materials.
- Appropriate type of fertilizer to avoid the release of excess nutrients.
- Rate and frequency of fertilizer and pesticide applications.
- Watering schedules consistent with the SJRWMD's landscape irrigation rule.
- Design and maintenance of drainage control systems.

(iv) Properties within the DRI Development shall be developed and maintained in conformance with the Florida Water StarSM design standards. Water Star literature shall be distributed to all to residents and tenants. Covenants, Conditions and Restrictions (CCRs) shall be created to enforce this requirement.

(v) The Developer shall implement a customer and employee water conservation education program as specified in Section 12.2.5.1(e) of the SJRWMD Applicant's Handbook: Consumptive Use of Water. The curriculum of the education program shall be supplied with the first biennial report required by General Condition 12 and each subsequent report until the termination date. This condition may be satisfied by the water utility provider with approval of the SJRWMD. This information will be provided to the SJRWMD and included in the biennial monitoring report.

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(vi) High-efficiency Energy Star® or WaterSense® labeled water conserving devices, fixtures and appliances shall be required for all residential and nonresidential buildings and structures.

32. Police and Fire Protection.

The Developer shall deed one (1) Fire Station Site acceptable to the City, containing three (3) upland acres in total with a minimum depth of 300 feet, which shall be located within a service delivery area within the DRI Property acceptable to the City for purposes of providing fire and rescue services to the Old Brick Township DRI. The Fire Station Site shall be deeded to the City free of charge in a form acceptable to the City, and shall be free and clear of liens or encumbrances. The Developer shall convey title to the Fire Station Site to the City prior to the end of Phase 1 of the Project following a request by the City. The Developer shall receive impact fee credit against Fire and Rescue Impact Fees pursuant to City Code Chapter 29, Article IV for the donation of land as described herein, and consistent with General Condition 15 above.

33. Recreation and Open Space. Based on the DRI resident population at buildout of 10,640, the City's Comprehensive Plan requires 85 acres of recreation and park space, calculated at eight (8) acres per 1,000 persons (i.e., 5 acres/1,000 for activity-based and 3 acres/1,000 for passive-based recreation) and which is demonstrated below to exceed these requirements:

(a) The Developer shall deed by Warranty deed to the City on a form acceptable to the City, title to twenty-five (25) acres of land to serve as a Community Park site to be identified in the MPD as activity-based recreation to serve the population of the Old Brick Township DRI. The acreage shall consist of one parcel of which shall contain at least 50% contiguous uplands of which shall be located adjacent to a site that the Developer shall offer to donate to the School Board of Flagler County, Florida. The Developer shall convey marketable title to the Community Park site to the City prior to the end of Phase 1 of the Old Brick Township Project following a request by the City.

(b) The Developer shall provide neighborhood-level park facilities within the Old Brick Township DRI consistent with the City's Comprehensive Plan, comprising a cumulative thirty (30) acres of activity-based recreation to serve the population of the Old Brick Township DRI. A CDD, POA, or functional equivalent shall be established to own and maintain the neighborhood park facilities within the Project.

(c) The Developer shall set-aside at least forty-five (45) acres of land within the Project to satisfy the City's Comprehensive Plan requirement for resource-based facilities, open space, or natural areas to serve the population of the Old Brick Township DRI.

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(d) The Developer shall construct a multi-purpose trail system (minimum of 10 feet width) connecting commercial areas with residential areas and recreational amenities within the DRI Property and to adjacent sidewalks and trails. The DRI Property's internal sidewalk system may be used as connections between trail segments where appropriate. The multi-purpose pathway/trail system shall be identified in future Master Planned Development (MPD) or equivalent zoning district and/or site plans submitted to the City and shall be consistent with the City's trail plan as provided for in the City's Comprehensive Plan. To the extent that the off-site roadway segments 1a and 1b as specified in Specific Condition 29 above is constructed, the Developer shall construct multi-purpose pathway system along the proposed extension of Matanzas Woods Parkway to the existing linear park and trail system parallel U.S.1.

(e) The Developer shall receive an impact fee credit against the Park System Impact Fees pursuant to City Code Chapter 29, Article III for donated land, recreational facilities, equipment and/or other capital improvements made by the Developer as described herein and consistent with General Condition 15 above.

34. Education.

The Developer, the City of Palm Coast and Flagler County Public Schools shall enter into a legally binding agreement to provide mitigation proportionate to the demand for public school facilities to be created by the actual development of the DRI Property ("School Agreement"). The terms and provisions of the School Agreement shall meet all requirements of the City of Palm Coast Public School Facilities Element of the Comprehensive Plan; the Interlocal Agreement between the City, Flagler County Public Schools acting through its School Board; and Chapter 163.3180(13) *Florida Statutes*. The terms of the School Agreement shall address the following:

(a) The Developer and Flagler County Public Schools have agreed that the student generation for the DRI Property is estimated to produce 1,085 students.

(b) The Developer shall be responsible for mitigating impacts to Flagler County Public Schools for the primary (non-Age-Restricted) units that could be developed within the DRI Property. The proportionate share mitigation for the 4,000 (non-Age-Restricted) residential dwelling units is \$25,155,556 in 2010 dollars. The Developer shall be obligated to satisfy the proportionate share mitigation by the following commitments:

(i) The donation of a school site.

(ii) The payment of school impact fees in accordance with the School Impact Fee Ordinance.

(iii) The payment of capital portion ad valorem tax to be derived from the residential and non residential development units constructed upon the Property and,

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(iv) The payment of an impact fee surcharge to be derived from the 4,000 primary residential units.

Such Proportionate Share Mitigation satisfies school concurrency requirements under Section 163.3180(13)(e), Florida Statutes.

(c) The DRI Property shall be exempt from paying school impact fees on Age-Restricted dwelling units as defined by Section 760.29, *Florida Statutes*.

(d) The Age-Restricted Residential component of the DRI shall be developed and maintained as a retirement community, providing housing for older persons as defined in Section 760.29, *Florida Statutes*, in compliance with all state and federal laws applicable to same, with no permanent resident under the age of 19. Any change from this status will be subject to a substantial deviation determination pursuant to Section 380.06(19), *Florida Statutes*, in which a substantial deviation shall be presumed.

Should the nature of the Age-Restricted Residential component of the DRI change so that it no longer provides housing for older persons as defined in Section 760.29, *Florida Statutes*, or should the restrictive covenant providing that no one under the age of 19 years of age be allowed to permanently reside in the Age-Restricted Residential component of the DRI be modified, it will be presumed to create a substantial deviation requiring further DRI review pursuant to Section 380.06(19), *Florida Statutes*. If persons under 19 years of age are permanently residing in an unauthorized manner or visiting in the Age-Restricted Residential component of the DRI Property, and enrolls in the Flagler County Public Schools, the Developer, upon written notice from the City of Palm Coast or the Flagler County Public Schools, will take measures to enforce the restrictive covenants to implement this condition. Within ninety (90) days, the Developer shall provide the City of Palm Coast and the Flagler County Public Schools a status report of the appropriate enforcement measures implemented by the Developer. If the Developer fails to provide this status report, it will be presumed to create a substantial deviation requiring further DRI review pursuant to Section 380.06(19), *Florida Statutes*.

35. **Workforce Housing.** A minimum of 5% of non-Age-Restricted housing shall be sold or rented as workforce housing, defined as housing which is affordable to households earning up to 140 percent of the Flagler County Median Household Income. Affordable means that monthly mortgage payments (including taxes and insurance) or monthly rent (including utilities) shall not exceed 30% of gross household income for income-eligible households. To ensure long term affordability, this condition shall apply to the resale or rental of units for up to a 15 year period from the initial sale or rent contract. As an incentive to minimize transportation costs, each Workforce Housing unit located within ½ mile of the Town Center or Employment Center or located within ¼ mile of an existing

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bus stop shall be counted at a rate of 1.5 units toward the 5% minimum requirement. Further, these Workforce Housing units shall be integrated within mixed-income neighborhoods.

36. **Historical and Archaeological Sites.** Developer's construction personnel shall be notified by the Developer, through posted advisories and other methods, of the potential for artifact discovery and to report any discoveries to the Construction Project Manager. Should any regionally significant historical and archaeological resources be discovered in the course of development, the Developer shall immediately stop construction and notify the Florida Division of Historical Resources ("DHR") and the City. From the date of notification, construction shall be suspended within a 100' radius of the site of discovery for a period of up to 120 days to allow for evaluation of the site. No disruption of the findings shall be permitted until the investigation is complete, the DHR has rendered a recommendation and a mitigation plan has been agreed upon by the Developer and DHR. In addition, the Developer shall adhere to the following requirements:
- (a) Development activities shall not result in a realignment of Old Brick Road.
 - (b) Directional and informational signage shall be provided by the developer to direct and educate the public about the historic significance of Old Brick Road.
 - (c) Development will not result so as to isolate them or restrict public access to Old Brick Road.
 - (d) The Development shall include turn around points and informational-observation points along Old Brick Road.
 - (e) In conjunction with the City of Palm Coast, Flagler County, and other stakeholders (e.g., Heritage Crossroads CME) the Developer will develop an Old Brick Road master plan detailing strategies for continued use and preservation of Old Brick Road.
 - (f) Prior to development activities, and in consultation with FDOT, the Developer will implement weight restrictions to limit their impacts on Old Brick Road.
37. **Silviculture.** The City recognizes that the development of the Property will occur over time and in phases, and that various portions of the Property, which are not required by Developer for active development in accordance with an approved Rezoning may continue in agricultural use; such as, but not limited to, silviculture, including timber production. The City hereby agrees to support a continued agricultural exemption for ad valorem tax purposes for any portion of the Property used for agricultural purposes prior to non-agricultural development. Moreover, nothing contained herein shall prohibit or preclude the use of the Property or any portion thereof for agricultural/silvicultural or agricultural/silvicultural related purposes, whether prior to or after approval of the

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Property as a DRI or master planned community or vertical development of portions of the Property in accordance with any land use approvals that may be granted relative to the Property. The City has no objection to such agricultural/silvicultural uses or the undeveloped portions of the Property being classified by the Flagler County Property Appraiser as agricultural lands under the provisions of Section 193.461, *Florida Statutes*, during the period when the Property is being used for such agricultural/silvicultural purposes. Nothing in this Agreement requires Developer to develop the Property, and the parties recognize that Developer may determine to continue its existing agricultural/silvicultural uses on all or part of the Property for an extended period of time. The City agrees that Developer may conduct construction and operation activities within the Property associated with wetland mitigation and/or a wetland mitigation bank, if Developer obtains necessary authorizations from the SJRWMD, ACOE, and other applicable state and federal agencies.

Silviculture shall be prohibited in that portion of the property which consists of wetland areas to be preserved and those areas immediately adjacent to wetlands which will be used as buffers to the wetland areas except for wetland and upland enhancement purposes and mitigation approved by the SJRWMD. During silviculture activities, felling of mature naturally occurring hardwood and longleaf pine (located within the xeric community identified in the GMMP) species will be avoided to the maximum extent practicable.

38. **Community Development District.** The Developer intends to request that one or more CDDs be formed over the DRI Property in order to facilitate the implementation of the Old Brick Township Project. The City and Developer agree that the formation of one or more CDDs would be generally appropriate for the DRI Property and the Old Brick Township Project. The City agrees to expeditiously process a request to establish one or more CDDs to provide services to any portion of the DRI Property subject to meeting the statutory prerequisites of Chapter 190, *Florida Statutes*, and the City's final approval of an ordinance establishing a CDD. Upon an application for a CDD being submitted to the City, the City will expeditiously process the application and engage in the appropriate statutory review and analysis of the proposal. Any such CDD established by Developer may plan, finance, acquire, construct, and operate community infrastructure that may benefit all or portions of the DRI Property, in accordance with statute. The City further agrees that it is appropriate to grant any CDD that may hereafter be established with respect to the Property the right to exercise the powers granted to it by Chapter 190, *Florida Statutes*, with the exception of the establishment of wastewater treatment or potable water plants; unless the City is unable to provide such services when the services are needed, in which case, the CDD would be accorded the right to do so.

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Pursuant to Specific Conditions 23 and 25 of this Developer Order, the City will be the provider of the Sewer and Water Service to the DRI Property. The City retains the right to purchase any and all utility treatment systems from the CDD, in accordance with the requirements of Chapter 190. Further, no CDD established hereunder shall be in the business of resale of bulk potable water or bulk wastewater services. If Developer elects or is required to apply for CDD approval from the Florida Land and Water Adjudicatory Commission, City agrees to support the application provided, that the City has previously agreed to the formation of the CDD, as set forth in this subparagraph.

If the Developer is required by this Development Order to provide, pay for or otherwise cause to be provided, infrastructure, projects, systems or facilities set forth in Chapter 190 *Florida Statutes*, including, without limitation, those in Section 190.012(1) and (2), *Florida Statutes*, then a CDD, if properly formed under the statutes, may independently satisfy such obligations. To the extent provided by law, when any such obligation under this Development Order is met or performed by the CDD, then the Developer shall no longer be subject to the obligation. The Developer proposes and the City agrees that, in the event that any contributions of land, money (including contributions or construction pursuant to "pipelining" responsibilities), or improvements funded or constructed with funds from a CDD are required by law to be credited to the CDD, then such impact fee credits shall be credited to the CDD, if City Code requirements are met.

39. **Firewise.** Development of the DRI Property will incorporate principles of Firewise communities, which may include, but not be limited to: (i) the use of select building materials which are fire resistant, (ii) community design principles, such as lot vegetation management, use of landscaping materials, and suggesting fire break at perimeters, and, (iii) the provision of Firewise educational material.

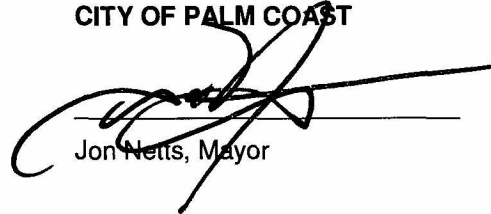
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WHEREFORE, the parties hereto have caused these presents to be signed all as of the date and year first above written.

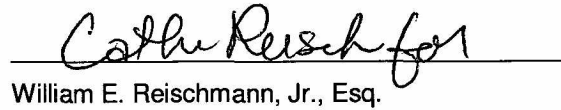
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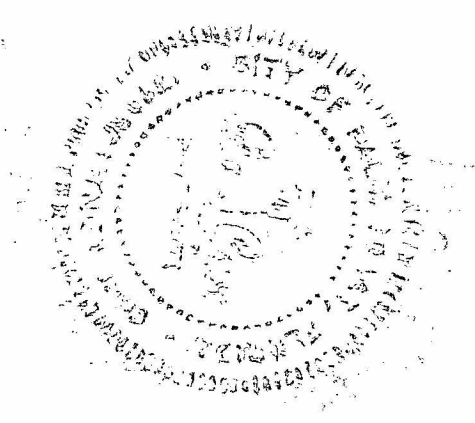

City Clerk

CITY OF PALM COAST


Jon Nettis, Mayor

Approved as to form and legality


William E. Reischmann, Jr., Esq.




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WITNESSES:

Wilson Green, LLC., a
Delaware limited liability company


Signature Becca Breckinridge



Barry P. Marcus
Senior Vice President

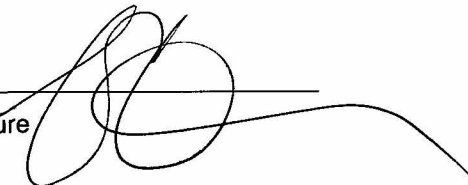

Signature Diane Overton

STATE OF Connecticut,
COUNTY OF Fairfield,

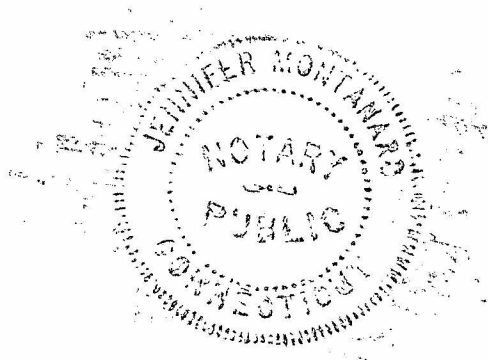
The foregoing instrument was acknowledged before me this 14 day of September 2010, by Barry P. Marcus as Senior Vice President of Wilson Green, LLC., a limited liability company, who is personally known to me and who did not take an oath.

WITNESS my hand and official seal this 14 day of September 2010

(Seal)

Signature 

Printed Name
Jennifer Montanaro
Notary Public
Fairfield Cty. CT
My Commission Expires **5-31-13**



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Exhibit "A"

Legal Description of DRI Property

PARCEL A

A PORTION OF SECTION 18, TOWNSHIP 10 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID SECTION 18; THENCE NORTH 88°50'09" EAST, ALONG THE SOUTHERLY LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 18, A DISTANCE OF 2654.39 FEET TO THE SOUTHERLY LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 18; THENCE NORTH 89°51'49" EAST, ALONG LAST SAID LINE, 2633.84 FEET TO THE EASTERLY LINE OF SAID SECTION 18; THENCE NORTH 00°36'34" WEST, ALONG LAST SAID LINE, 2664.61 FEET TO THE NORTHERLY LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 18; THENCE SOUTH 89°03'17" WEST, ALONG LAST SAID LINE, 2646.28 FEET TO THE EASTERLY LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 18; THENCE NORTH 00°52'54" WEST, ALONG LAST SAID LINE, 1318.42 FEET TO THE SOUTHERLY LINE OF THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 18; THENCE NORTH 88°59'22" EAST, ALONG LAST SAID LINE, 1325.16 FEET TO THE EASTERLY LINE OF SAID NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 18; THENCE NORTH 00°47'39" WEST, ALONG LAST SAID LINE, 1319.93 FEET TO THE NORTHERLY LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 18; THENCE SOUTH 88°55'28" WEST, ALONG LAST SAID LINE, 1327.18 FEET TO THE NORTHERLY LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 18; THENCE SOUTH 89°04'11" WEST, ALONG LAST SAID LINE, 2643.62 FEET TO THE WESTERLY LINE OF SAID SECTION 18; THENCE SOUTH 00°45'54" EAST, ALONG LAST SAID LINE, 5275.07 FEET TO THE POINT OF BEGINNING.

CONTAINING 520.98 ACRES, MORE OR LESS.

PARCEL B

SECTIONS 23, 24, 25, AND 36 AND A PORTION OF SECTIONS 22, 26, 27 AND 35, TOWNSHIP 10 SOUTH, RANGE 29 EAST, A PORTION OF SECTION 31, TOWNSHIP 10 SOUTH, RANGE 30 EAST, AND A PORTION OF SECTIONS 1 AND 2, TOWNSHIP 11 SOUTH, RANGE 29 EAST, ALL LYING IN FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID SECTION 24; THENCE SOUTH 89°34'20" WEST, ALONG THE NORTHERLY LINE OF SAID SECTIONS 24, 23 AND 22, A DISTANCE OF 14500.24 FEET TO THE CENTERLINE OF OLD BRICK ROAD (AS NOW ESTABLISHED); THENCE SOUTHERLY AND SOUTHEASTERLY, ALONG SAID CENTERLINE OF OLD BRICK ROAD, ALSO BEING THE WESTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 1558, PAGE 679 OF THE PUBLIC RECORDS OF SAID COUNTY AND THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 565, PAGE 444 OF SAID PUBLIC RECORDS, RUN THE FOLLOWING THIRTY-THREE (33) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 06°59'25" EAST, 26.97 FEET; COURSE NO. 2: SOUTH 09°59'58" EAST, 152.07 FEET; COURSE NO. 3: SOUTH 09°25'15" EAST, 345.94 FEET; COURSE NO. 4: SOUTH 10°43'37" EAST, 124.08 FEET; COURSE NO. 5: SOUTH 14°27'44" EAST, 50.90 FEET; COURSE NO. 6: SOUTH 16°32'58" EAST, 53.69 FEET; COURSE NO. 7: SOUTH 18°24'59" EAST, 96.60 FEET; COURSE NO. 8: SOUTH 20°52'15" EAST, 400.21 FEET; COURSE NO. 9: SOUTH 20°22'19" EAST, 1878.38 FEET; COURSE NO. 10: SOUTH 20°52'53" EAST, 155.63 FEET; COURSE NO. 11: SOUTH 20°23'01" EAST, 882.13 FEET; COURSE NO. 12: SOUTH 19°33'01" EAST, 87.05 FEET; COURSE NO. 13: SOUTH 20°24'44" EAST, 1589.09 FEET; COURSE NO. 14: SOUTH 20°14'39" EAST, 180.97 FEET; COURSE NO. 15: SOUTH 20°30'30" EAST, 250.49 FEET; COURSE NO. 16: SOUTH 22°12'35" EAST, 444.14 FEET; COURSE NO. 17:

**OLD BRICK TOWNSHIP
DEVELOPMENT OF REGIONAL IMPACT DEVELOPMENT ORDER**

SOUTH 22°17'21" EAST, 742.52 FEET; COURSE NO. 18: SOUTH 25°36'44" EAST, 198.92 FEET; COURSE NO. 19: SOUTH 28°41'30" EAST, 194.24 FEET; COURSE NO. 20: SOUTH 30°57'44" EAST, 1001.16 FEET; COURSE NO. 21: SOUTH 30°31'44" EAST, 1417.57 FEET; COURSE NO. 22: SOUTH 31°38'12" EAST, 56.74 FEET; COURSE NO. 23: SOUTH 30°35'25" EAST, 877.06 FEET; COURSE NO. 24: SOUTH 30°24'18" EAST, 783.03 FEET; COURSE NO. 25: SOUTH 32°46'29" EAST, 82.31 FEET; COURSE NO. 26: SOUTH 27°26'44" EAST, 90.87 FEET; COURSE NO. 27: SOUTH 31°34'59" EAST, 199.99 FEET; COURSE NO. 28: SOUTH 35°43'00" EAST, 198.30 FEET; COURSE NO. 29: SOUTH 38°59'00" EAST, 1270.87 FEET; COURSE NO. 30: SOUTH 39°04'10" EAST, 479.49 FEET; COURSE NO. 31: SOUTH 40°30'25" EAST, 143.90 FEET; COURSE NO. 32: SOUTH 35°18'50" EAST, 60.72 FEET; COURSE NO. 33: SOUTH 38°48'32" EAST, 488.46 FEET; THENCE SOUTH 38°35'10" EAST, CONTINUING ALONG LAST SAID LINE AND ALONG THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 1404, PAGE 1753 OF SAID CURRENT PUBLIC RECORDS, 763.05 FEET; THENCE SOUTHEASTERLY, ALONG SAID CENTERLINE OF OLD BRICK ROAD, ALSO BEING THE WESTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 1558, PAGE 679 OF SAID PUBLIC RECORDS AND THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 1404, PAGE 1753 OF SAID PUBLIC RECORDS, RUN THE FOLLOWING FIFTEEN (15) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 37°16'50" EAST, 176.49 FEET; COURSE NO. 2: SOUTH 36°11'00" EAST, 317.55 FEET; COURSE NO. 3: SOUTH 29°29'42" EAST, 100.40 FEET; COURSE NO. 4: SOUTH 24°15'43" EAST, 1738.10 FEET; COURSE NO. 5: SOUTH 29°56'16" EAST, 24.23 FEET; COURSE NO. 6: SOUTH 24°24'18" EAST, 77.82 FEET; COURSE NO. 7: SOUTH 21°32'08" EAST, 64.19 FEET; COURSE NO. 8: SOUTH 24°16'14" EAST, 920.28 FEET; COURSE NO. 9: SOUTH 23°48'09" EAST, 77.28 FEET; COURSE NO. 10: SOUTH 24°12'47" EAST, 617.87 FEET; COURSE NO. 11: SOUTH 25°50'57" EAST, 22.84 FEET; COURSE NO. 12: SOUTH 23°57'03" EAST, 291.18 FEET; COURSE NO. 13: SOUTH 24°19'07" EAST, 3161.55 FEET; COURSE NO. 14: SOUTH 26°49'39" EAST, 105.62 FEET; COURSE NO. 15: SOUTH 22°44'59" EAST, 48.74 FEET TO THE SOUTHERLY LINE OF SAID SECTION 1; THENCE NORTH 89°32'18" EAST, ALONG LAST SAID LINE, 4282.06 FEET TO THE EASTERLY LINE OF SAID SECTION 1; THENCE NORTH 00°21'26" WEST, ALONG LAST SAID LINE, 5271.42 FEET TO THE SOUTHERLY LINE OF SAID SECTION 31; THENCE SOUTH 89°54'18" EAST, ALONG LAST SAID LINE, 1324.68 FEET TO THE EASTERLY LINE OF THE WEST ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 31; THENCE NORTH 00°03'47" WEST, ALONG LAST SAID LINE, 2654.89 FEET TO THE NORTHERLY LINE OF SAID WEST ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SECTION 31; THENCE NORTH 89°50'58" WEST, ALONG LAST SAID LINE, 1325.27 FEET TO THE EASTERLY LINE OF SAID SECTION 36; THENCE NORTH 00°39'38" WEST, ALONG LAST SAID LINE, 2490.78 FEET TO THE NORTHERLY LINE OF SAID SECTION 36; THENCE SOUTH 89°22'47" WEST, ALONG LAST SAID LINE, 112.08 FEET TO THE EASTERLY LINE OF SAID SECTION 25; THENCE NORTH 00°20'11" WEST, ALONG LAST SAID LINE, 5263.09 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 24; THENCE NORTH 00°56'20" EAST, ALONG THE EASTERLY LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 24, A DISTANCE OF 2658.49 FEET TO THE EASTERLY LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 24; THENCE NORTH 00°25'15" WEST, ALONG LAST SAID LINE, 2634.77 FEET TO THE POINT OF BEGINNING.

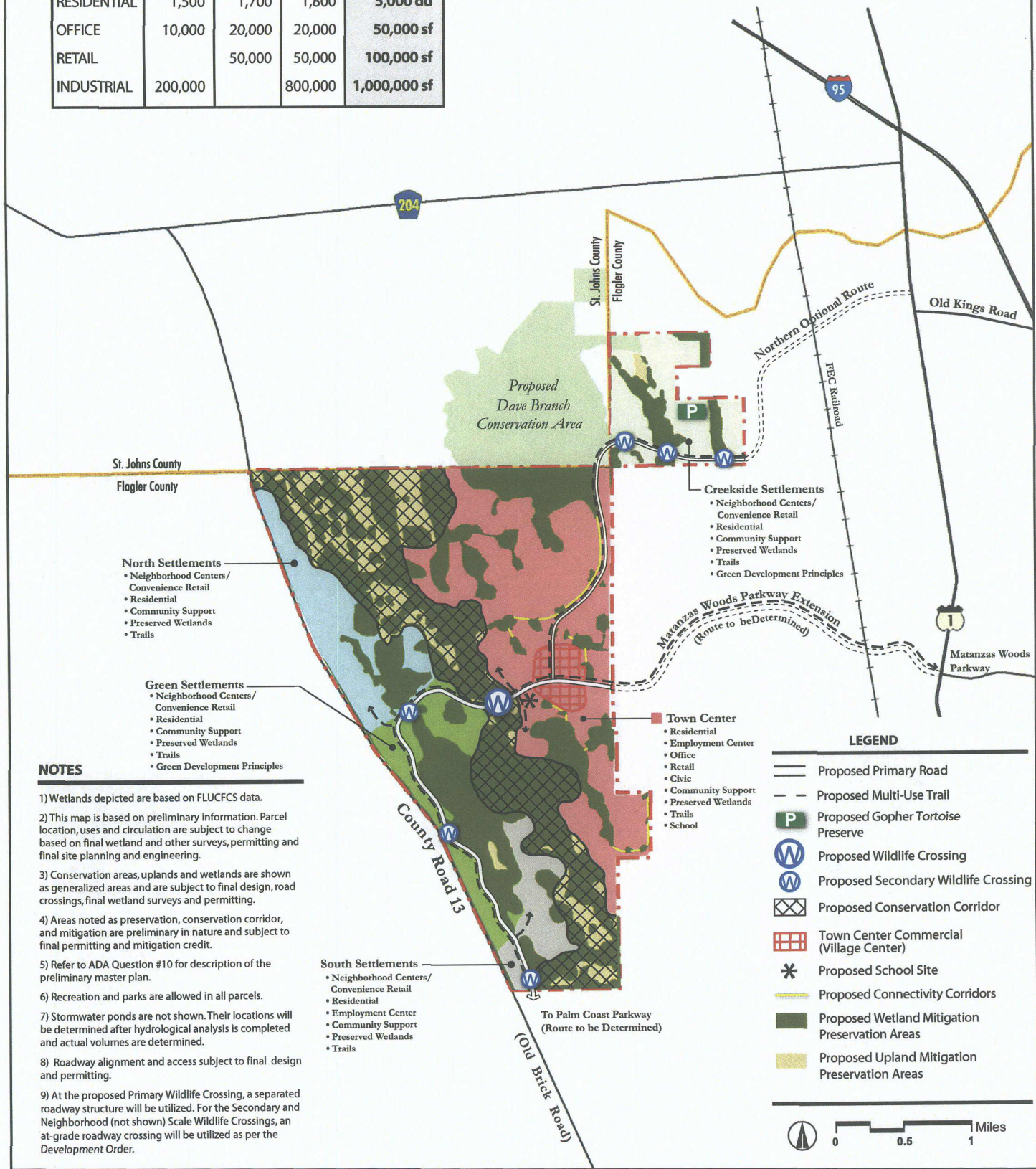
CONTAINING 4,752.46 ACRES, MORE OR LESS.

**OLD BRICK TOWNSHIP
DEVELOPMENT OF REGIONAL IMPACT DEVELOPMENT ORDER**

Exhibit "B"

Map H

| Land Use | Phase 1 (2011-2015) | Phase 2 (2016-2020) | Phase 3 (2021-2025) | Total |
|-------------|------------------------|------------------------|------------------------|--------------|
| RESIDENTIAL | 1,500 | 1,700 | 1,800 | 5,000 du |
| OFFICE | 10,000 | 20,000 | 20,000 | 50,000 sf |
| RETAIL | | 50,000 | 50,000 | 100,000 sf |
| INDUSTRIAL | 200,000 | | 800,000 | 1,000,000 sf |



St. Johns County
Flagler County

North Settlements
 • Neighborhood Centers/
 Convenience Retail
 • Residential
 • Community Support
 • Preserved Wetlands
 • Trails

Green Settlements
 • Neighborhood Centers/
 Convenience Retail
 • Residential
 • Community Support
 • Preserved Wetlands
 • Trails
 • Green Development Principles

South Settlements
 • Neighborhood Centers/
 Convenience Retail
 • Residential
 • Employment Center
 • Community Support
 • Preserved Wetlands
 • Trails

Creekside Settlements
 • Neighborhood Centers/
 Convenience Retail
 • Residential
 • Community Support
 • Preserved Wetlands
 • Trails
 • Green Development Principles

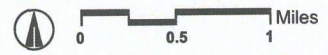
Town Center
 • Residential
 • Employment Center
 • Office
 • Retail
 • Civic
 • Community Support
 • Preserved Wetlands
 • Trails
 • School

NOTES

- 1) Wetlands depicted are based on FLUCFCS data.
- 2) This map is based on preliminary information. Parcel location, uses and circulation are subject to change based on final wetland and other surveys, permitting and final site planning and engineering.
- 3) Conservation areas, uplands and wetlands are shown as generalized areas and are subject to final design, road crossings, final wetland surveys and permitting.
- 4) Areas noted as preservation, conservation corridor, and mitigation are preliminary in nature and subject to final permitting and mitigation credit.
- 5) Refer to ADA Question #10 for description of the preliminary master plan.
- 6) Recreation and parks are allowed in all parcels.
- 7) Stormwater ponds are not shown. Their locations will be determined after hydrological analysis is completed and actual volumes are determined.
- 8) Roadway alignment and access subject to final design and permitting.
- 9) At the proposed Primary Wildlife Crossing, a separated roadway structure will be utilized. For the Secondary and Neighborhood (not shown) Scale Wildlife Crossings, an at-grade roadway crossing will be utilized as per the Development Order.

LEGEND

- Proposed Primary Road
- Proposed Multi-Use Trail
- Proposed Gopher Tortoise Preserve
- Proposed Wildlife Crossing
- Proposed Secondary Wildlife Crossing
- Proposed Conservation Corridor
- Town Center Commercial (Village Center)
- Proposed School Site
- Proposed Connectivity Corridors
- Proposed Wetland Mitigation Preservation Areas
- Proposed Upland Mitigation Preservation Areas



OLD BRICK TOWNSHIP
 Development Order Exhibit B
 Preliminary Master Plan - Map H

July 1, 2010
 (Revised August 11, 2010)



**OLD BRICK TOWNSHIP
DEVELOPMENT OF REGIONAL IMPACT DEVELOPMENT ORDER**

**Exhibit "C"
Land Use Conversion Table**

This exhibit may be used to convert one land use to another within the DRI as defined in Development Order General Condition 4. Developer may increase certain land uses and simultaneously decrease other land uses ("Land Use Conversion") without filing a Notice of Proposed Change provided that such changes are consistent with 380.06 Florida Statutes and this Conversion Table, and provided that such changes do not have a substantial adverse effect or impact on public infrastructure facilities as determined by the City, and are reported in the Monitoring Reports, as provided for in General Condition 11. Conversions (simultaneous increases and decreases) of total land uses no more than 10% of any land use (as measured by dwelling units or square feet) shall be an entitlement of the Developer but shall require notice to the City Manager as a tracking mechanism. Conversions of any non-residential land use in excess of 10% may occur (including a decrease in residential to increase non-residential), subject to City's determination that substantial and material adverse impacts on public facilities will not occur as a result of the conversion, but in no event shall conversions of non-residential land uses exceed a 30% conversion of said land uses. No conversion from non-residential to residential may occur that increases residential units greater than 5,000. No conversion shall take place without demonstration of adequate potable water and related facilities to support the projected water demand associated with the conversion.

The conversion table is intended to produce traffic-neutral conversions. Any land use conversion calculated using the information below will result in no change in the external traffic generated by the DRI at buildout.

| Land Use | Proposed Amount | Minimum Allowable | Maximum Allowable | Trip Rate PM Peak Hour | |
|---------------------------|----------------------------|-------------------|-------------------|------------------------|--------------|
| Residential Total | 5,000 | 3,500 | 5,000 | | |
| Residential Subcategories | Single Family Detached DU | 3,000 | (1) | (1) | 0.661 per DU |
| | Senior Adult Detached (DU) | 1,000 | (1) | (1) | 0.221 per DU |
| | Multi-Family (DU) | 300 | (1) | (1) | 0.543 per DU |
| | Townhomes (DU) | 700 | (1) | (1) | 0.379 per DU |
| Shopping Center (SF) | 100,000 | 70,000 | 130,000 | 2.050 per 1,000 sf | |
| General Office (SF) | 50,000 | 35,000 | 65,000 | 2.360 per 1,000 sf | |
| Industrial Park (SF) | 1,000,000 | 700,000 | 1,300,000 | 0.717 per 1,000 sf | |

(1) Minimum and maximum amounts within residential subcategories are controlled by the Residential Total minimum amounts set above.

The increase in one land use and corresponding decrease in another can be determined by using the following formula where the increase and decrease quantities are measurable in the units shown in the table below.

$$(\text{Increase Quantity}) \times (\text{Factor}) = (\text{Decrease Quantity})$$

Examples

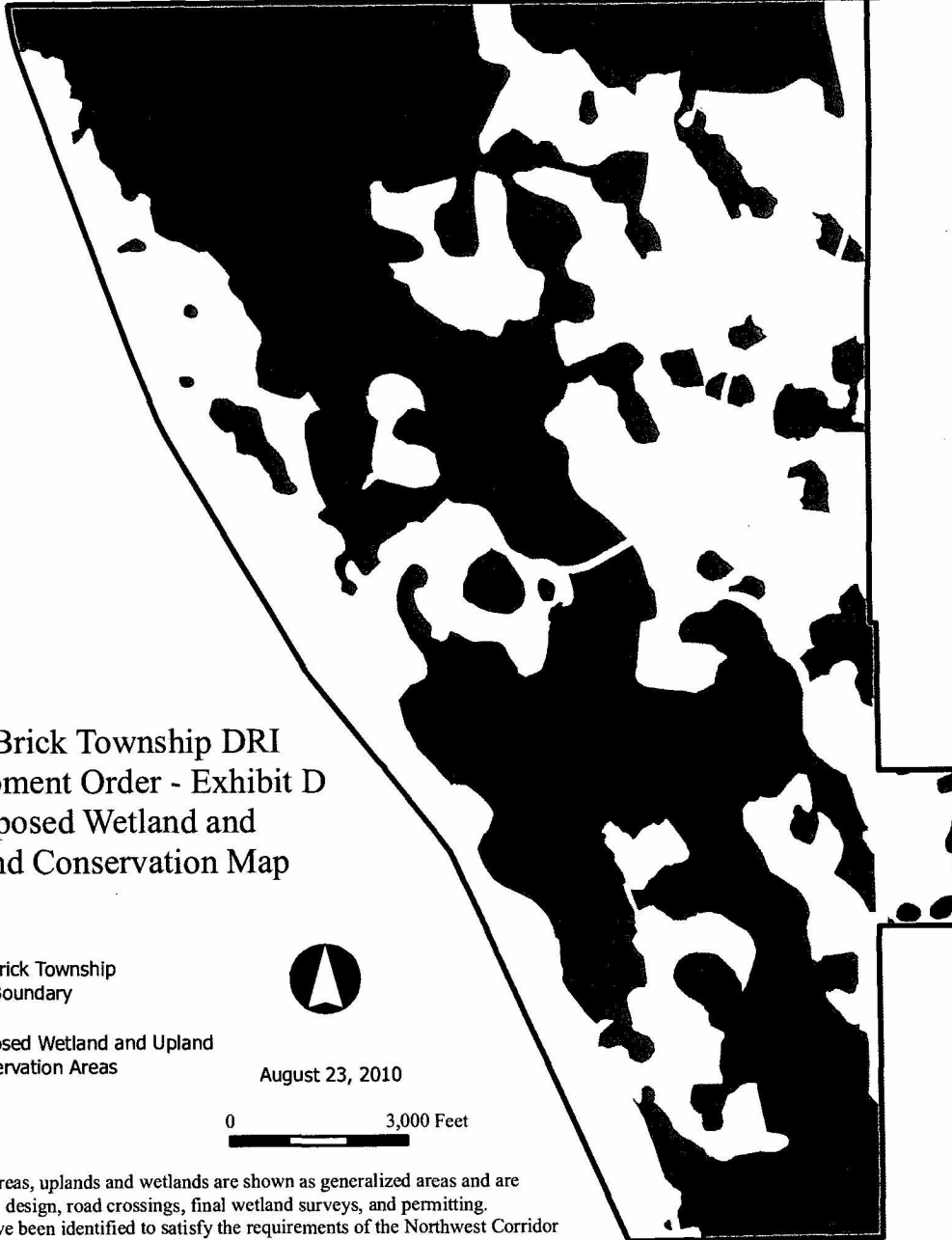
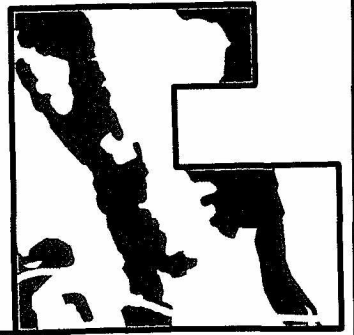
- An increase of 16,500 SF of Industrial will result in a 4,950 SF decrease of Office
 $(16,500 \text{ SF}) \times (0.30) = (4,950 \text{ SF})$
- An increase of 10,000 SF of Shopping Center will result in a 38 unit decrease in Multi-Family.
 $(10,000 \text{ SF} / 1,000 \text{ SF}) \times (3.78) = (38 \text{ DU})$

| Land Use to Increase | Land Use to Reduce | | | | | | |
|-----------------------------|-----------------------------|----------------------------|-------------------|----------------|----------------------------|---------------------------|----------------------------|
| | Single Family Detached (DU) | Senior Adult Detached (DU) | Multi-Family (DU) | Townhomes (DU) | Shopping Center (1,000 SF) | General Office (1,000 SF) | Industrial Park (1,000 SF) |
| Single Family Detached (DU) | --- | 2.99 | 1.22 | 1.74 | 0.32 | 0.28 | 0.92 |
| Senior Adult Detached (DU) | 0.33 | --- | 0.41 | 0.58 | 0.11 | 0.09 | 0.31 |
| Multi-Family (DU) | 0.82 | 2.46 | --- | 1.43 | 0.26 | 0.23 | 0.76 |
| Townhomes (DU) | 0.57 | 1.71 | 0.70 | --- | 0.18 | 0.16 | 0.53 |
| Shopping Cntr (1,000 SF) | 3.10 | 9.28 | 3.78 | 5.41 | --- | 0.87 | 2.86 |
| General Office (1,000 SF) | 3.57 | 10.68 | 4.35 | 6.23 | 1.15 | --- | 3.29 |
| Industrial Park (1,000 SF) | 1.08 | 3.24 | 1.32 | 1.89 | 0.35 | 0.30 | --- |

**OLD BRICK TOWNSHIP
DEVELOPMENT OF REGIONAL IMPACT DEVELOPMENT ORDER**



Exhibit "D"

Proposed Wetland and Upland Preservation Map



Old Brick Township DRI Development Order - Exhibit D Proposed Wetland and Upland Conservation Map

LEGEND

-  Old Brick Township
DRI Boundary
-  Proposed Wetland and Upland
Conservation Areas



August 23, 2010

0 3,000 Feet

NOTES:

1. Conservation areas, uplands and wetlands are shown as generalized areas and are subject to final design, road crossings, final wetland surveys, and permitting. These areas have been identified to satisfy the requirements of the Northwest Corridor Overlay Area (NCOA) Policy and the NCOA's Data and Analysis. Pursuant to the NCOA's sequencing process, the delineation of the final boundary of these areas shall occur during the final plat process after Environmental Resource Permitting.
2. Conserved upland and wetland areas are proposed to provide mitigation of regional ecological significance as described in Condition 20 (b).
3. Depicted wetland and upland conservation areas do not include upland buffers, which will be developed during future Environmental Resource Permitting and in compliance with the conditions of the Development Order.

**OLD BRICK TOWNSHIP
DEVELOPMENT OF REGIONAL IMPACT DEVELOPMENT ORDER**

Exhibit "E"

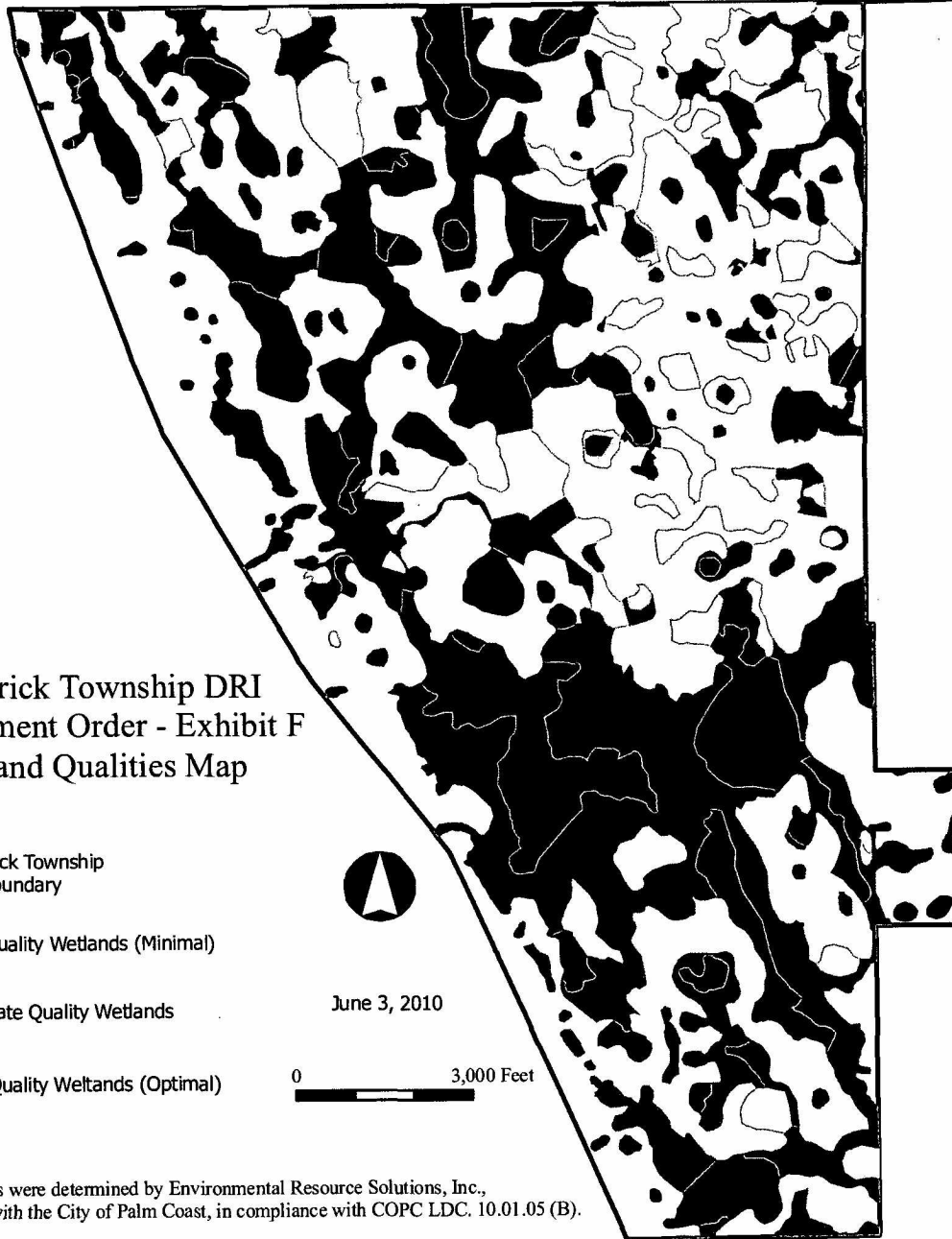
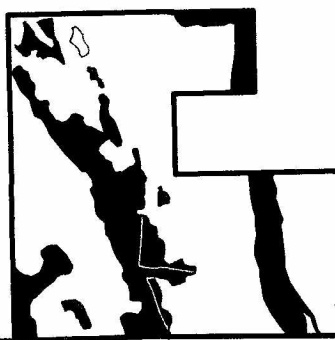
Table 2 DRI Property Buffer and Setbacks

| DESCRIPTION | WETLAND TYPE/QUALITY(5) | | | |
|---|-------------------------|----------------|----------------|----------------------------|
| | I MINIMAL | II MODERATE | III OPTIMAL | PRINGLE/DAVE BRANCH (6) |
| LANDS ABUTTING BOTH UPLANDS & WETLANDS WITHIN GREENWAY | | | | |
| Natural Vegetative Upland Buffer (1) | 25 ft. | 25 ft. | 50 ft. | NA |
| Additional Setback & Restrictions (3) | 25 ft. | 25 ft. | 25 ft. | NA |
| TOTAL | 50 ft. | 50 ft. | 75 ft. | NA |
| LANDS ABUTTING ALL OTHER WETLANDS | | | | |
| Natural Vegetative Upland Buffer (1) | 25 ft. | 25 ft. | 50 ft. | 75 ft. |
| Additional Setback & Restrictions (3) | 10 ft. | 10 ft. | 15 ft. | 50 ft. (4) |
| TOTAL | 35 ft. | 35 ft. | 65 ft. | 125 ft. |

- (1) In no event shall the buffers be less than 15 ft. (25 ft. average) for Type I and II wetlands and a minimum of 25 ft. (50 ft. average) for Type III wetlands. The buffer for Pringle Branch shall be a minimum of 75 ft.
- (2) Road and utility crossings are permitted within the upland buffers and the additional setback areas and will be minimized to the maximum practicable extent.
- (3) Uses and improvements within the additional setback area shall be limited to parks, ponds, trails, boardwalks and rear yards. If any portion lies within rear lot areas, the maximum impervious area shall not exceed 30% of the total additional setback area and a minimum 30% of the area shall be preserved existing ground cover, shrub and understory vegetation or new plantings consisting of plants native to North Florida and appropriate for the vegetative community type.
- (4) Within the Pringle Branch additional setback area, a minimum 40% of the landscape areas shall consist of preserved existing ground cover, shrub and understory vegetation.
- (5) Wetland Type/Quality as depicted on Exhibit F included within this Development Order.
- (6) Boundaries as generally depicted on Map H.





**OLD BRICK TOWNSHIP
DEVELOPMENT OF REGIONAL IMPACT DEVELOPMENT ORDER**

**Exhibit "F"
Wetland Quality Map**



Old Brick Township DRI Development Order - Exhibit F Wetland Qualities Map

LEGEND

-  Old Brick Township DRI Boundary
-  Low Quality Wetlands (Minimal)
-  Moderate Quality Wetlands
-  High Quality Wetlands (Optimal)



June 3, 2010

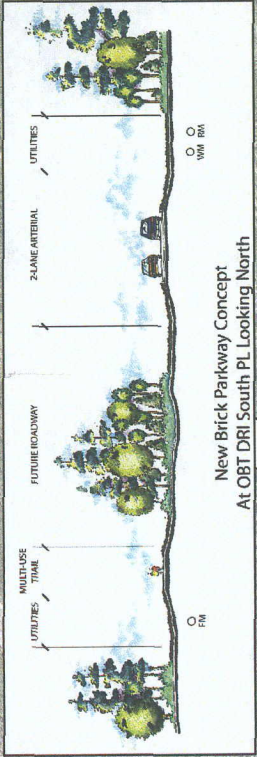
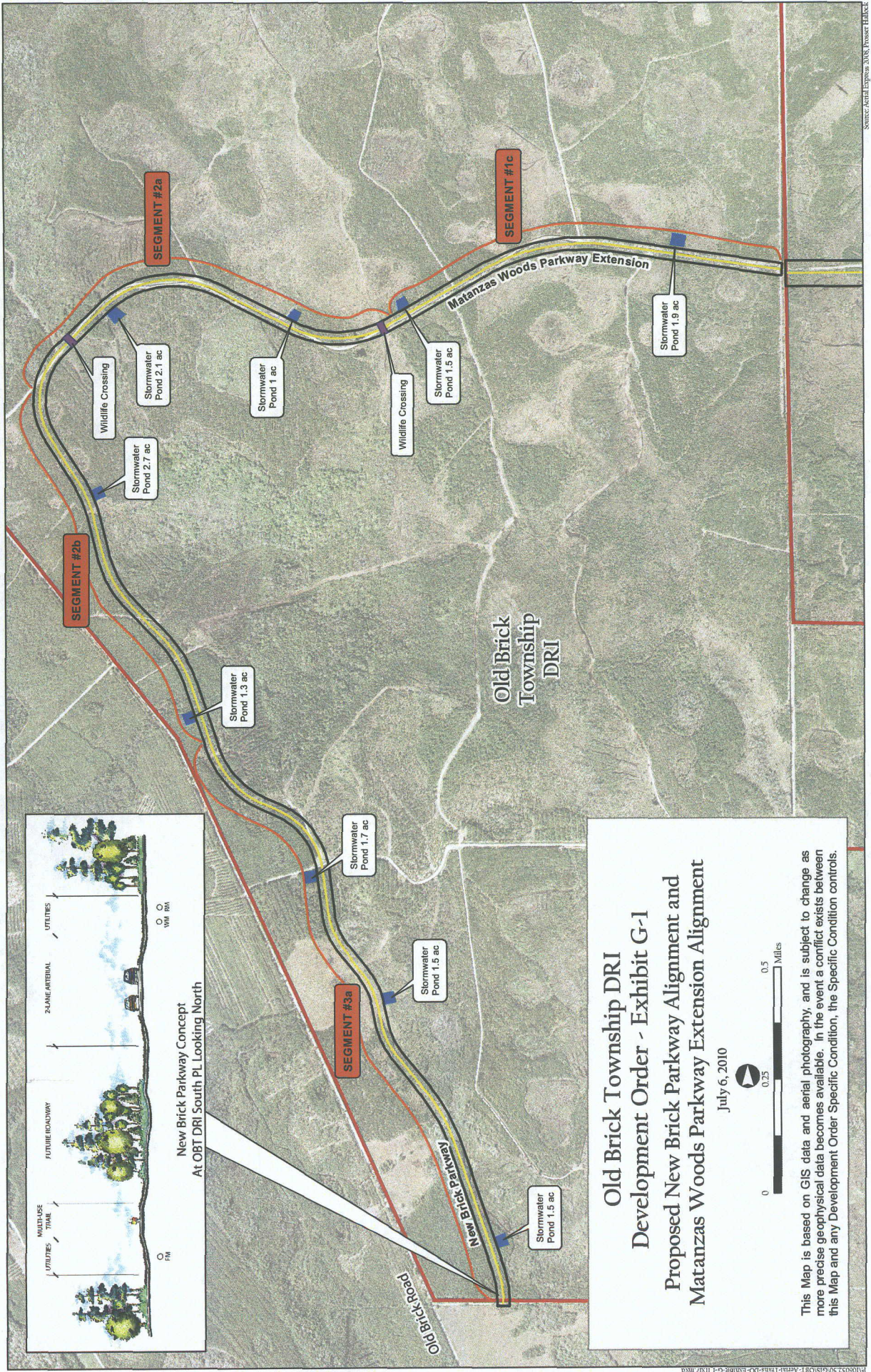
0 3,000 Feet

NOTES:

1. Wetland qualities were determined by Environmental Resource Solutions, Inc., in consultation with the City of Palm Coast, in compliance with COPC LDC. 10.01.05 (B).
2. Wetland impacts are proposed to include approximately 376 acres of low and moderate quality wetlands.
3. With the exception of road and utility crossings, wetland impacts to optimal quality wetlands will be avoided.
4. Uplands and wetlands are shown as generalized areas and are subject to final design, road crossings, final wetland surveys and permitting.
5. Depicted wetland extents are consistent with SJRWMD FLUCFCS (2004) data.

**OLD BRICK TOWNSHIP
DEVELOPMENT OF REGIONAL IMPACT DEVELOPMENT ORDER**

**Exhibits "G-1 thru G-2"
Transportation Exhibits**

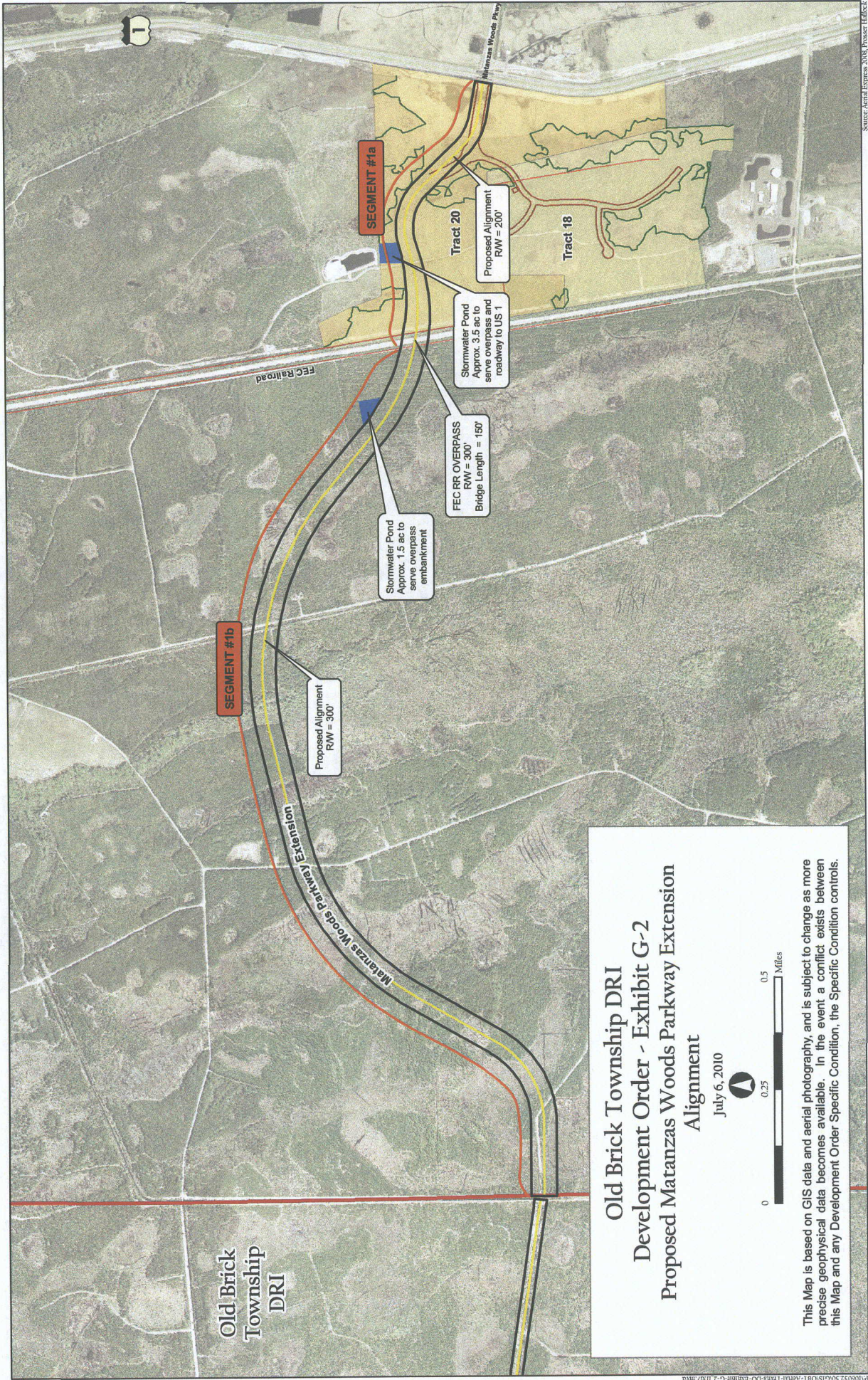


New Brick Parkway Concept
At OBT DRI South PL Looking North

Old Brick Township DRI
Development Order - Exhibit G-1
Proposed New Brick Parkway Alignment and
Matanzas Woods Parkway Extension Alignment

July 6, 2010

This Map is based on GIS data and aerial photography, and is subject to change as more precise geophysical data becomes available. In the event a conflict exists between this Map and any Development Order Specific Condition, the Specific Condition controls.



Source: Aerial Imagery, 2008, Project 14252

Old Brick Township DRI
Development Order - Exhibit G-2
Proposed Matanzas Woods Parkway Extension
Alignment
 July 6, 2010

0 0.25 0.5 Miles

This Map is based on GIS data and aerial photography, and is subject to change as more precise geophysical data becomes available. In the event a conflict exists between this Map and any Development Order Specific Condition, the Specific Condition controls.

**OLD BRICK TOWNSHIP
DEVELOPMENT OF REGIONAL IMPACT DEVELOPMENT ORDER**

**Exhibit "H"
FDOT Proportionate Share Agreement**

Prepared By and Return to:
Daniel L. McDermott, Esq.
Florida Department of Transportation
719 South Woodland Blvd.
DeLand, Florida 32720

THE OLD BRICK TOWNSHIP DEVELOPMENT OF REGIONAL IMPACT FDOT TRANSPORTATION PROPORTIONATE SHARE MITIGATION AGREEMENT

THIS TRANSPORTATION PROPORTIONATE SHARE MITIGATION AGREEMENT ("Agreement") is made this 17th day of September, 2010 by and among the **Florida Department of Transportation**, an agency of the State of Florida ("FDOT") and **Wilson Green, LLC**, a Delaware limited liability company (the "Developer"). FDOT and Developer may be collectively referred to herein as the "Parties".

RECITALS

A. The City of Palm Coast, Florida (the "City") has scheduled the pending Application for Development Approval and proposed development order (the "Development Order") for the Old Brick Township Development of Regional Impact for public hearings before the City Council and the Parties have entered into this Agreement anticipating the approval of the Development Order. Capitalized terms not defined herein shall have the meaning provided in the Development Order.

B. The Development Order provides for the development of a mixed-use project known as Old Brick Township Development of Regional Impact (sometimes referred to herein as the "DRI" or "Project"), subject to various terms and conditions as set forth therein.

C. The Development Order requires the Developer to adequately mitigate for impacts to FDOT maintained state and regionally significant roadway segments and intersections anticipated to occur as a result of development of the Project.

D. The Development Order sets forth certain transportation improvements to facilities under the jurisdiction of the City of Palm Coast, Flagler County (the "County"), and FDOT (collectively, the "Transportation Improvements"), which Developer must fund in order to satisfy its requirement to mitigate the impacts that are anticipated to occur as a result of development of the Project.

E. Included as part of the Transportation Improvements are certain roadway related improvements to facilities under the jurisdiction of the FDOT ("FDOT Improvements"), as shown on **Exhibit "A"**.

F. This Agreement provides the terms and conditions related to the Developer's satisfaction of the mitigation obligations for the Project with respect to the FDOT Improvements.

G. This Agreement is being entered into by FDOT and the Applicant pursuant to Sections 380.06 and 163.3180, Florida Statutes, and Rule 9J-2.045, Florida Administrative Code ("F.A.C."), and will be attached as an exhibit to the Development Order.

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the parties hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are hereby incorporated by the parties as part of this Agreement as if fully set forth herein.

2. **Consideration.** The consideration for this Agreement for the Developer is the continued authorization to develop the Project pursuant to the Development Order, and the consideration for FDOT is the Developer's funding of the FDOT Improvements as set forth in the Development Order and this Agreement. The DRI FDOT Proportionate Share is based upon build-out of the Project and includes direct and indirect costs of the FDOT Roadway Improvements. Developer and FDOT acknowledge that the calculation of, and agreement regarding, the amount of the DRI FDOT Proportionate Share constitute material inducements for the Parties to enter into this Agreement.

3. **FDOT Proportionate Share Amount.** The Developer and FDOT hereby acknowledge and agree that \$15,454,160 (in 2010 dollars) (fifteen million four hundred fifty four thousand one hundred sixty dollars) is the proportionate share payment amount ("DRI FDOT Roadway Proportionate Share") required by FDOT, consistent with Rule 9J-2.045(7)(h), F.A.C., Chapter 380, Florida Statutes, Chapter 163, F.S., and the Development Order for the Project to mitigate the transportation impacts of the Project on all State road segments and intersections through build-out of the DRI provided that full payment occurs consistent with the inflation and payment schedule below, and subject to the other provisions of this Agreement. The FDOT Improvements, the total estimated cost of the FDOT Improvements, and the Developer DRI Proportionate Share attributable to the FDOT Improvements are shown on **Exhibit "A"**.

4. **FDOT Roadway Proportionate Share Payment Schedule.** Except as otherwise provided in this Agreement, the Developer shall provide the DRI FDOT Proportionate Share to FDOT in accordance with the following schedule and amounts:

Payment 1 in the amount of \$2,000,000 (based on 2010 dollars), associated with Phase 2 of the DRI, will be paid to FDOT prior to the issuance of any building permits for Phase 2 of the DRI, and shall be applied by FDOT to the following improvement:

I-95 & Matanzas Woods Parkway Interchange. Developer, its successors or assigns, shall contribute funds to FDOT for the planning, design, right of way acquisition, and/or construction of the proposed I-95 & Matanzas Woods Parkway Interchange.

The payment shall be adjusted to the time of payment based on the change in the Producer Price Index (PPI) for Highway and Street Construction (published by the US Department of Labor). For reference, the April 2010 PPI for Highway and Street Construction was 217.4.

Payment 2 in the amount of \$13,454,160 (based on 2010 dollars), associated with Phase 3 of the DRI, will be paid to FDOT prior to the issuance of any building permits for Phase 3, and shall be applied by FDOT to the following three improvements in accordance with the payment schedule set forth in **Exhibit A** hereto:

(1) I-95 & Matanzas Woods Parkway Interchange. Developer, its successors or assigns, shall contribute \$3,762,000 (based on 2010 dollars) to FDOT for the planning, design, ROW acquisition, and/or construction of the proposed I-95 & Matanzas Woods Parkway Interchange.

(2) U.S. 1 Improvement. Developer, its successors or assigns, shall contribute funds to FDOT for the planning, design, right-of-way acquisition, and/or construction of the improvements in the vicinity of U.S. 1 and S.R. 100 within the City of Bunnell, which will be determined through a study to be conducted of potential capacity improvements in the City of Bunnell. In the event that there are no applicable improvements in the City of Bunnell that can be implemented with the \$1,397,000 (based on 2010 dollars), then FDOT may apply the funds to an alternate improvement that mitigates for the Old Brick Township DRI, subject to the approval of the City and Developer.

(3) Regional Transportation Network Optional Improvement. Developer, its successors or assigns, shall contribute \$8,295,160 (based on 2010 dollars) to FDOT to be applied toward the planning, design, right-of-way acquisition, and/or construction of one or more of the improvements listed below. The improvement to be constructed and the implementing entity shall be determined by FDOT, in consultation with the Developer, the City of Palm Coast, Flagler County, and the NEFRC.

(i) U.S. 1 Option - widen to 6-lane divided between Matanzas Woods Parkway and Palm Coast Parkway, including improvements to the intersection of U.S. 1 with Matanzas Woods Parkway.

(ii) Matanzas Woods Parkway Multilane Option – widen to 4-lane divided between U.S. 1 and I-95.

(iii) Matanzas Woods Parkway Extension Multilane Option – widen to 4-lane divided between Old Brick Township DRI and U.S. 1.

(iv) New Brick Parkway Off-site Option – construct 2-lane arterial between OBT south boundary and Neoga Lakes DRI village center in the event that Neoga Lakes Developer has not completed or committed funds for this improvement.

The payment shall be adjusted to the time of payment based on the change in the Producer Price Index (PPI) for Highway and Street Construction (published by the US Department of Labor). For reference, the April 2010 PPI for Highway and Street Construction was 217.4.

Any proposed delay or change of the DRI FDOT Proportionate Share payment amount shall be changed through the Notice of Proposed Change process pursuant to Chapter 380, Florida Statutes.

DRI phasing shall be defined by the cumulative Net External PM Peak Hour Trips as calculated in **Exhibit "B"**.

At the time of election of a land use conversion under the Conversion Table, Developer shall notify the FDOT of the election and shall provide the FDOT with cumulative land use totals by phase and remaining allowable quantities for each phase in the next Monitoring Report.

5. **Legal Effect of Agreement.** The FDOT hereby acknowledges and agrees, based upon the Developer's commitments and other terms set forth in this Agreement:

(a) Subject to satisfaction by Developer of its obligations under this Agreement, the Developer will be deemed to have satisfied all transportation improvement requirements under, Chapters 380 and 163, Florida Statutes, and rules adopted under the authority of those statutes, for the mitigation of impacts to state roadways and intersections, under the jurisdiction of the FDOT, through build-out of the Project; and

(b) Subject to satisfaction by Developer of its obligations under this Agreement, the Developer shall be entitled under Section 380.06, Florida Statutes, Section 163.3180(12), Florida Statutes, and Rule 9J-2, Florida Administrative Code, to fully and completely develop the Project with no further requirements related to transportation improvements to state roadways and state maintained intersections under the jurisdiction of the FDOT.

6. **Governing Law/Binding Effect.** This Agreement shall be interpreted and governed by Florida law. Each of the Parties hereto warrants and represents that this Agreement is valid, binding and enforceable against them in accordance with the terms and conditions of Florida law.

7. **Remedies.** The Parties hereto shall have all the rights and remedies provided hereunder and under Florida law with respect to the enforcement of this Agreement, and hereby acknowledge and agree that each party hereto shall have the right and remedy to bring an action or actions for specific performance and such other equitable or injunctive relief as appropriate or necessary to enforce this Agreement.

8. **Notice of Default.** The Parties acknowledge and agree that no party shall be considered in default for failure to perform under this Agreement until such party has received written notice specifying the nature of such default or failure to perform and said party fails to cure said default or fails to perform within thirty (30) days of receipt of said written notice.

9. **Notices.** All notices which are required or permitted under this Agreement shall be given to the Parties by certified mail, return receipt requested, hand delivery or express courier and shall be effective upon receipt when delivered to the parties at the addresses set forth herein below (or such other address as provided by the parties by written notice delivered in accordance with this Paragraph).

Florida Department of Transportation:

Attention: Director of Production
719 South Woodland Avenue
Deland, Florida 32720
Telephone: (386) 943-5000

With copy to: District 5 Chief Counsel
Florida Department of Transportation
719 South Woodland Avenue
Deland, Florida 32720
Telephone: (386) 943-5492

Developer:

Wilson Green, LLC c/o Fletcher Management Company
1548 The Greens Way, Suite 4
Jacksonville Beach, Florida 32250
Attn: Douglas M. Davis
Telephone: (904) 285-6921

With copy to: Greenberg Traurig, P.A.
101 East College Avenue
Tallahassee, Florida 32301
Attn: Reggie Bouthillier, Esquire
Telephone: (850) 222-6891

10. **Amendments.** No amendment, modification or other changes in this Agreement shall be binding upon the parties unless in writing executed by the Parties.

11. **Successors and Assigns Bound.** Upon advance written notice to FDOT, the Developer may assign its rights and obligations under this Agreement. The rights and obligations contained in this Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties, including any successor in title to the Developer to all or any part of the Property. Upon assumption of the obligations under this Agreement by an assignee, Developer shall be released from any obligations hereunder.

12. **Recording.** The Developer shall record this Agreement in the Public Records of Flagler County at the Developer's expense.

13. **Effective Date.** This Agreement shall become effective upon the date it is executed by the last party to it and the "Effective Date" of the Development Order as defined therein.

14. **Counterparts.** This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute duplicates of one and the same instrument.

[This Space Left Blank Intentionally]

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in manner and form sufficient to bind them as of the date set forth herein below.

Witness:

FLORIDA DEPARTMENT OF
TRANSPORTATION, an agency of the
State of Florida

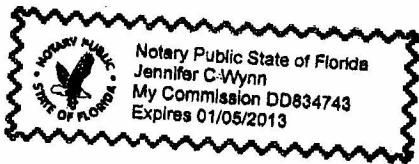
Jennifer Wynn
Printed Name: Jennifer Wynn

By: Noranne Downs
Name: Noranne Downs
Title: District Secretary
Date: 9-17-10

Norma Mejias
Printed Name: Norma Mejias

STATE OF FLORIDA
COUNTY OF Volusia

The foregoing instrument was acknowledged before me this 17th day of September 2010
by Noranne Downs, as District Secretary, on behalf of the
Florida Department of Transportation. He/she did did not take oath.



Jennifer C. Wynn
(Notary Signature)
Print Name: _____
Notary Public-State of _____
Commission No.: _____
My Commission Expires: _____
Personally Known _____
or Produced I.D. _____
[check on of the above]
Type of Identification Produced _____

Approved as to form and legality:
Attorney: TR Falout
Date: 9/16/10

Witness:

WILSON GREEN, LLC, a Delaware limited liability company

Breca Breckinridge
Printed Name: Breca Breckinridge

By: *Bm*
Name: **Barry P. Marcus**
Title: **Senior Vice President**
Date: _____

Diane Overton
Printed Name: Diane Overton

STATE OF Connecticut
COUNTY OF Fairfield

The foregoing instrument was acknowledged before me this 14 day of September 2010 by Barry P. Marcus, as SR. VP, on behalf of **Wilson Green, LLC**. (He/she did) did not take oath.

Jennifer Montanaro
(Notary Signature)
Print Name: _____
Notary Public-State of _____
Commission No.: _____
My Commission Expires: _____
Personally Known _____
or Produced I.D. _____
[check on of the above]
Type of Identification Produced _____

Jennifer Montanaro
Notary Public
Fairfield Cty. CT
My Commission Expires 5-31-13

EXHIBIT "A"
OLD BRICK TOWNSHIP DRI
FDOT IMPROVEMENTS

| FDOT PROPORTIONATE SHARE | | | | | | | | | |
|--|--|-----------------------------|----------------------------|--------------------------|---|---------------------------|----------------------------------|---------------|--|
| ROAD NAME | LIMITS | EXISTING MSV AT ADOPTED LOS | PROJECT PM PEAK HR TRAFFIC | TOTAL PM PEAK HR TRAFFIC | IMPROVEMENT DESCRIPTION | FUTURE MSV AT ADOPTED LOS | TOTAL ESTIMATED IMPROVEMENT COST | PROJECT SHARE | OLD BRICK TOWNSHIP DRI PROPORTIONATE SHARE |
| I-95 | Matanzas Woods Pkwy (including Interchange) to Palm Coast Pkwy | 8,320 | 439 | 8,391 | Widen 6-lane freeway to 8-lane freeway | 11,050 | \$ 35,856,600 | 16.07% | \$ 5,762,000 |
| U.S. 1 | Espanola Rd / CR 13 to SR 20 / SR 100 | 2,200 | 249 | 2,760 | Widen from 4-lane divided to 6-lane divided | 3,460 | \$ 4,210,500 | 19.79% | \$ 833,000 |
| U.S. 1 | SR 20 / SR 100 to Moody Blvd | 2,200 | 206 | 2,811 | Widen from 4-lane divided to 6-lane divided | 3,460 | \$ 3,441,800 | 19.79% | \$ 564,000 |
| U.S. 1 | Matanzas Woods Pkwy to Wellfield Grade Rd | 3,560 | 947 | 4,549 | Widen from 4-lane divided to 6-lane divided | 5,360 | \$ 11,240,100 | 52.63% | \$ 5,916,000 |
| U.S. 1 | At Matanzas Woods Pkwy Intersection | (a) | (a) | (a) | Intersection improvements | (a) | \$ 2,430,000 | 53.20% | \$ 1,292,760 |
| U.S. 1 | At Palm Coast Pkwy Intersection | (a) | (a) | (a) | Intersection Improvements | (a) | \$ 1,600,000 | 67.90% | \$ 1,086,400 |
| TOTAL FDOT PROPORTIONATE SHARE | | | | | | | | | \$ 15,454,160 |
| Notes: (a) Values not relevant for intersections. Intersection improvement cost and project share amounts negotiated based on complex intersection analysis methods. | | | | | | | | | |

| OLD BRICK TOWNSHIP DRI CONTRIBUTION TO FDOT IMPROVEMENTS | | | | | |
|---|--|---|----------------|-------------------|-------------------------------------|
| ROAD NAME | LIMITS | IMPROVEMENT DESCRIPTION | PAYMENT NUMBER | DEVELOPMENT PHASE | OLD BRICK TOWNSHIP DRI CONTRIBUTION |
| I-95 | At Matanzas Woods Pkwy Interchange | Design and/or ROW acquisition for the interchange | Payment 1 | Phase 2* | \$ 2,000,000 |
| I-95 | At Matanzas Woods Pkwy Interchange | ROW acquisition and/or construction of the interchange | Payment 2 | Phase 3* | \$ 3,762,000 |
| US 1 | Vicinity of U.S. 1 and S.R. 100 Intersection | Design, right-of-way acquisition, and construction of the improvements in the vicinity of U.S. 1 and S.R. 100 within the City of Bunnell. | Payment 2 | Phase 3* | \$ 1,397,000 |
| | Regional Transportation Optional Improvement | Design, ROW acquisition, and construction of one or more of four optional regional transportation improvements | Payment 2 | Phase 3* | \$ 8,295,160 |
| TOTAL OLD BRICK TOWNSHIP DRI CONTRIBUTION TO FDOT IMPROVEMENTS | | | | | \$ 15,454,160 |

* Prior to the issuance of any building permits for the Phase.

EXHIBIT "B"

**TABLE 21-6
Old Brick Township DRI
Revised for Negotiations - August 24, 2010
Peak Hour Trip Generation**

| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
|---|-----------------------------|--------------|-------|---|---------------------------------|--------------|--------------|
| TRIP GENERATION - Phase 1 (2011-2015) | | | | | | | |
| ITE Code | Land Use Description | Quantity (X) | Units | Trip Rate (T) | PM Peak Hour Trips | Enter | Exit |
| 210 | Single Family Detached | 750 | DU | $\text{Ln}(T) = 0.90 * \text{Ln}(X) + 0.51$ | 644 | 406 | 238 |
| 220 | Apartment | 150 | DU | $T = 0.55(X) + 17.65$ | 100 | 65 | 35 |
| 230 | Residential Condo/Townhouse | 100 | DU | $\text{Ln}(T) = 0.82 * \text{Ln}(X) + 0.32$ | 60 | 40 | 20 |
| 251 | Senior Adult Detached | 500 | DU | $\text{Ln}(T) = 0.75 * \text{Ln}(X) + 0.35$ | 150 | 92 | 59 |
| 417 | Regional Park | 100 | AC | $T = 0.20(X)$ | 20 | 9 | 11 |
| 130 | Industrial Park | 200,000 | GFA | $T = 0.77(X) + 42.11$ | 196 | 41 | 155 |
| 710 | General Office Building | 10,000 | GFA | $T = 1.12(X) + 78.81$ | 90 | 15 | 75 |
| 820 | Shopping Center | 0 | GLA | $\text{Ln}(T) = 0.67 * \text{Ln}(X) + 3.37$ | 0 | - | - |
| | | | | Total | 1,260 | 668 | 592 |
| | | | | Internal Capture ¹ | 46 | 23 | 23 |
| | | | | Net External Trips | 1,214 | 645 | 569 |
| TRIP GENERATION - Phase 2 (2016-2020) (Cumulative) | | | | | | | |
| ITE Code | Land Use Description | Quantity (X) | Units | Trip Rate (T) | PM Peak Hour Trips (cumulative) | Enter | Exit |
| 210 | Single Family Detached | 1,700 | DU | $\text{Ln}(T) = 0.90 * \text{Ln}(X) + 0.51$ | 1,346 | 848 | 498 |
| 220 | Apartment | 300 | DU | $T = 0.55(X) + 17.65$ | 183 | 119 | 64 |
| 230 | Residential Condo/Townhouse | 400 | DU | $\text{Ln}(T) = 0.82 * \text{Ln}(X) + 0.32$ | 187 | 125 | 62 |
| 251 | Senior Adult Detached | 800 | DU | $\text{Ln}(T) = 0.75 * \text{Ln}(X) + 0.35$ | 213 | 130 | 83 |
| 417 | Regional Park | 100 | AC | $T = 0.20(X)$ | 20 | 9 | 11 |
| 130 | Industrial Park | 200,000 | GFA | $T = 0.77(X) + 42.11$ | 196 | 41 | 155 |
| 710 | General Office Building | 30,000 | GFA | $T = 1.12(X) + 78.81$ | 112 | 19 | 93 |
| 820 | Shopping Center | 50,000 | GLA | $\text{Ln}(T) = 0.67 * \text{Ln}(X) + 3.37$ | 400 | 192 | 208 |
| | | | | Total | 2,657 | 1,483 | 1,174 |
| | | | | Internal Capture ¹ | 400 | 200 | 200 |
| | | | | External Retail Reduction ² | 80 | 38 | 42 |
| | | | | Net External Trips | 2,177 | 1,245 | 932 |
| TRIP GENERATION - Phase 3 (2021-2025) (Cumulative) | | | | | | | |
| ITE Code | Land Use Description | Quantity (X) | Units | Trip Rate (T) | PM Peak Hour Trips (cumulative) | Enter | Exit |
| 210 | Single Family Detached | 3,000 | DU | $\text{Ln}(T) = 0.90 * \text{Ln}(X) + 0.51$ | 2,243 | 1,413 | 830 |
| 220 | Apartment | 300 | DU | $T = 0.55(X) + 17.65$ | 183 | 119 | 64 |
| 230 | Residential Condo/Townhouse | 700 | DU | $\text{Ln}(T) = 0.82 * \text{Ln}(X) + 0.32$ | 296 | 198 | 98 |
| 251 | Senior Adult Detached | 1,000 | DU | $\text{Ln}(T) = 0.75 * \text{Ln}(X) + 0.35$ | 252 | 154 | 98 |
| 417 | Regional Park | 100 | AC | $T = 0.20(X)$ | 20 | 9 | 11 |
| 130 | Industrial Park | 1,000,000 | GFA | $T = 0.77(X) + 42.11$ | 812 | 171 | 641 |
| 710 | General Office Building | 50,000 | GFA | $T = 1.12(X) + 78.81$ | 135 | 23 | 112 |
| 820 | Shopping Center | 100,000 | GLA | $\text{Ln}(T) = 0.67 * \text{Ln}(X) + 3.37$ | 636 | 305 | 331 |
| | | | | Total | 4,577 | 2,392 | 2,185 |
| | | | | Internal Capture ¹ | 758 | 379 | 379 |
| | | | | External Retail Reduction ² | 127 | 61 | 66 |
| | | | | Net External Trips | 3,692 | 1,952 | 1,740 |

Source: ITE, *Trip Generation*, 8th Edition, 2008

1. *Trip Generation Handbook*, 2001.

2. Reduction of external retail trips based on remote location of site

Prepared by Prosser Hallock Inc., August 2010