



AGENDA
CITY OF ORMOND BEACH, FLORIDA
SPECIAL CITY COMMISSION MEETING
October 25, 2023
5:30 PM

Mayor Bill Partington

Zone 1 - Commissioner Lori Tolland

Zone 3 - Commissioner Susan Persis

Zone 2 - Commissioner Travis Sargent

Zone 4 - Commissioner Harold Briley

COMMISSION CHAMBERS
22 South Beach Street, Ormond Beach, FL 32174
Phone: 386-677-0311 Web: www.ormondbeach.org

1. CALL TO ORDER

2. PUBLIC HEARINGS

- A. RESOLUTION NO. 2023-193:** A RESOLUTION FINDING AND DETERMINING THAT THE DEVELOPER OF HUNTER'S RIDGE DEVELOPMENT OF REGIONAL IMPACT HAS VIOLATED THE STATE OF FLORIDA LAND AND WATER ADJUDICATORY COMMISSION'S AMENDED FINAL ORDER, THE CITY OF ORMOND BEACH'S COMPREHENSIVE LAND USE PLAN AND DEVELOPMENT REGULATIONS, AND CHAPTER 380, FLORIDA STATUTES; AND DETERMINING AN EFFECTIVE DATE.

Staff Contact: *Steven Spraker, Planning Director, (386) 676-3341*

3. ADJOURNMENT

Website Address – www.ormondbeach.org

NOTICE – Pursuant to Section 286.0105 of the Florida Statutes, if any person decides to appeal any decision made by the City Commission with respect to any matter considered at this public meeting, such person will need a record of the proceedings and for such purpose, such person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is to be based.



For special accommodations, please notify the City Clerk's Office at least 72 hours in advance.
Phone: 386-677-0311



Help for the hearing impaired is available through the Assistive Listening System. Receivers can be obtained from the City Clerk's Office.

In accordance with the Americans with Disabilities Act (ADA), persons with a disability, such as a vision, hearing or speech impairment, or persons needing other types of assistance, and who wish to attend City Commission meetings or any other board or committee meeting may contact the City Clerk's Office in writing, or may call 386-677-0311 for information regarding available aids and services.



City of Ormond Beach

AGENDA ITEM

October 25, 2023 - City Commission

Number: 2.A

Section:	PUBLIC HEARINGS		
Item Category:	Public Hearing - Resolution	Res./Ord. No:	2023-193
Strategic Goal:	Transportation & Community Development - Other		
Department:	Planning & Building		
Subject:	Ormond Beach Hunter's Ridge Development of Regional Impact (DRI) - Notice of Noncompliance		
Summary:	The Ormond Beach Hunter's Ridge Development of Regional Impact (DRI) was approved by the State of Florida Land and Water Adjudicatory Commission as an Amended Final Order authorizing the development of regional impact on land within the City of Ormond Beach on May 28, 1991. The Ormond Beach Amended Final Order authorized 932 single family units and 50 multi-family units. An Amended Final Order was also issued on May 28, 1991 for lands in Flagler County for the Hunter's Ridge Development of Regional Impact. The current Flagler County DRI entitlements are 2,302 residential units and 567,033 square feet of non-residential uses. The Ormond Beach portion of the DRI is largely built out with the exception of the tract of multifamily units. Development activity is ongoing on the Flagler County portion of the DRI. Attached is a Notice of Noncompliance that details five (5) violations of the approved Ormond Beach Amended Final Order. The violations include: 1. Failure to convey Parcel B of the conservation lands to the City, by fee simple Warranty Deed. The conservation lands are shown on the development phasing map as Parcel B. 2. Conveying a sixty-foot (60') wide public road easement to Flagler County through conservation lands located within the City, that are required to be conveyed to the City in fee simple. 3. Authorizing Flagler County and the Developer to develop and construct a sixty-foot wide public road through conservation lands located in the City of Ormond Beach.		

	4. Failing to prepare a hydroperiod restoration plan for Parcel B of the conservation lands that is acceptable to, and approved by, the City, SJRWMD, and Flagler County. 5. Failing to complete hydroperiod restoration activities in accordance with a hydroperiod restoration plan for Parcel B of the conservation lands that is acceptable to, and has been approved by, the City, SJRWMD, and Flagler County. The following corrective actions are sought for the DRI: 1. Within sixty (60) calendar days from the date of the determination of noncompliance by the Ormond Beach City Commission, causing Flagler County to release any and all interest it claims to have in and to the Easement, including the unencumbered reconveyance by Flagler County of the Forty Grade easement to the Developer. 2. Release/subordinate liens and encumbrances. 3. Prepare a hydroperiod restoration plan for Parcel B in the conservation area that is acceptable to, and approved by SJRWMD and the City. 4. Complete the hydroperiod restoration work in accordance with an approved hydroperiod restoration plan as soon as practicable. 5. Convey to the City and SJRWMD, in fee simple or an easement to SJRWMD if it prefers, Parcel B of the conservation lands within 60 days. The City is required by section 380.115, Florida Statutes to enforce the terms and conditions of the Florida Land and Water Adjudicatory Commission's Amended Final Order, including the City's Comprehensive Land Use Plan and development regulations. The City is prohibited from issuing any permits or approvals or providing any extensions of service if the Developer fails to act in substantial compliance with the Amended Final Order.
Financial Impact:	There is no direct financial impact associated with the Notice of Noncompliance.
Citizen Impact:	The Ormond Beach Hunter's Ridge Development of Regional Impact is an approved development order and conditions in the document need compliance. Staff have concerns about the sixty-foot (60') wide public road easement to Flagler County through conservation lands located within the City, that are required to be conveyed to the City in fee simple. A roadway in this area would create potential negative impacts to residents of Ormond Beach.

Recommended Action (Staff, Advisory Board and/or Other):	City staff recommend that the City Commission approve the Resolution of noncompliance to the approved Amended Final Order and adopt the compliance actions within the Notice of Noncompliance.	
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341	
Attachments:	1. 23-193 Hunters Ridge DRI Noncompliance w Exhibits 2. Notice of Noncompliance 3. Recorded Amended Final Order 4. _10.17.2023, Crawford letter and exhibits combined	
Approval:	Kelly McGuire, Finance Director 10/16/2023 Claire Whitley, Assistant City Manager 10/16/2023 Joyce Shanahan, City Manager 10/20/2023	

RESOLUTION NO. 2023-193

A RESOLUTION FINDING AND DETERMINING THAT THE DEVELOPER OF HUNTER'S RIDGE DEVELOPMENT OF REGIONAL IMPACT HAS VIOLATED THE STATE OF FLORIDA LAND AND WATER ADJUDICATORY COMMISSION'S AMENDED FINAL ORDER, THE CITY OF ORMOND BEACH'S COMPREHENSIVE LAND USE PLAN AND DEVELOPMENT REGULATIONS, AND CHAPTER 380, FLORIDA STATUTES; AND DETERMINING AN EFFECTIVE DATE.

WHEREAS, the State of Florida Land and Water Adjudicatory Commission issued an Amended Final Order recorded in Book 3696, Page 1640 et. seq. of the public records of Volusia County, Florida that includes a Joint Stipulation (Book 3696, Page 1735) and a development phasing map; and

WHEREAS, the Amended Final Order determined the City of Ormond Beach to be the local government having jurisdiction over Hunter's Ridge lands located within the City and determined that, when developed subject to the conditions imposed by the Amended Final Order, the Hunter's Ridge development would be consistent with Ormond Beach's Comprehensive Plan and the City's land development regulations (Book 3696, Pages 1655 and 1659); and

WHEREAS, the Amended Final Order requires the Hunter's Ridge development to be consistent with Ormond Beach's Comprehensive Land Use Plan and the City's land development regulations; and

WHEREAS, the Amended Final Order constitutes a land development regulation applicable to the Hunter's Ridge DRI land and these conditions are covenants that

run, in perpetuity, with the land (Book 3696, Pages 1640, 1668). The Hunter's Ridge development must conform with the Amended Final Order; and

WHEREAS, the Amended Final Order Special Condition 3.5 and the Joint Stipulation require the Developer to convey conservation lands, that are located within the City, to Ormond Beach and the St. Johns River Water Management District (SJRWMD) (Book 3696, Pages 1681, 1736); and

WHEREAS, the conservation lands are required to be conveyed by fee simple warranty deed and include land commonly known as the Forty Grade; and

WHEREAS, the conservation lands are shown on the development phasing map, attached as Exhibit 1, as Parcel A and Parcel B; and

WHEREAS, the conservation lands have been incorporated in, and are subject to, the Ormond Beach Comprehensive Land Use Plan and have been given a land use designation of open space/conservation consistent with the Amended Final Order that prohibits development, including the development of roads; and

WHEREAS, the City's Comprehensive Land Use Map showing Parcel B is attached as Exhibit 2; and

WHEREAS, the Joint Stipulation and Special Condition 3.5 of the Ormond Beach DRI, as well as the City's Comprehensive Land Use Plan, remove from development, the conservation lands that are to be conveyed to the City and SJRWMD (Book 3696, Pages 1681, 1736); and

WHEREAS, these publicly recorded covenants prohibit the Developer from conveying any interest in the conservation lands to any other person or entity, and prohibit the Developer from engaging in or authorizing uses of the conservation lands by others that are prohibited by the

Amended Final Order, and the City's Comprehensive Land Use Plan and land development regulations; and

WHEREAS, the Developer has failed to convey Parcel B of the conservation lands to the City of Ormond Beach and the SJRWMD in fee simple; and

WHEREAS, the Developer has conveyed Parcel A of the conservation lands to Ormond Beach as required by the Amended Final Order of the Florida Land and Water Adjudicatory Commission, but has failed to substantially comply with the Ormond Beach DRI by failing to convey Parcel B; and

WHEREAS, the Developer's obligation to convey Parcel B of the conservation lands to the City, in fee simple, is absolute and without condition; and

WHEREAS, the city manager, city attorney and city staff have met with the Developer and its representatives seeking compliance, however, the Developer has failed to come into compliance; and

WHEREAS, the Developer has not presented to the City a good faith effort or plan to comply with the Amended Final Order for the Ormond Beach DRI; and

WHEREAS, in violation of the State of Florida Land and Water Adjudicatory Commission's Amended Final Order, the Developer has conveyed to Flagler County a sixty-foot (60') wide public road easement in Parcel B; and

WHEREAS, the land is located exclusively within the City and outside the legislative jurisdiction of Flagler County. A copy of the public road easement given to Flagler County that is located within Volusia County and the City of Ormond Beach is attached as Exhibit 3; and

WHEREAS, the stated purpose of the easement is to authorize the Developer and Flagler County to develop, construct, maintain, repair and use a sixty-foot (60') wide public road from State Road 40 (Granada Boulevard) in Ormond Beach northward through the conservation lands and to connect to Strickland/Durrance Lanes located in Flagler County; and

WHEREAS, the conveyance of the sixty-foot (60') wide public road easement to Flagler County purports to change the Developer's obligation under the Ormond Beach DRI in violation of the Amended Final Order, the publicly recorded covenants, the City's Comprehensive Land Use Plan and land development regulations, and Chapter 380, Florida Statutes; and

WHEREAS, the effect of the Developer's conveyance of the sixty-foot (60') wide public road easement to Flagler County constitutes a substantial violation of, and a deviation from, the Amended Final Order that would result in additional, and substantial regional, impacts within the City of Ormond Beach and Volusia County in violation of the Amended Final Order, the City's Comprehensive Land Use Plan and land development regulations, and Chapter 380, Florida Statutes; and

WHEREAS, the unlawful conveyance by the Developer of the public road easement to Flagler County that is located within the conservation area, and the stated uses of the public road easement, conflict with the Ormond Beach DRI, the Ormond Beach Comprehensive Land Use Plan, and Ormond Beach's land development regulations; and

WHEREAS, the Forty Grade public road easement conveyance prevents the Developer from conveying to Ormond Beach and SJRWMD fee simple ownership of the conservation lands as required by the Ormond Beach DRI; and

WHEREAS, Parcel B is identified as a conservation area in the Ormond Beach Comprehensive Land Use Plan and the use of conservation land for a road is strictly prohibited. Section 163.3194, Florida Statutes, prohibits development that is not in compliance with the Comprehensive Land Use Plan; and

WHEREAS, the Florida Land and Water Adjudicatory Commission's Amended Final Order Special Condition 3.5 and the Joint Stipulation require the conservation lands to be used and managed exclusively for the maintenance, preservation, and restoration of native upland and wetland ecosystems that are historically existent on the conservation lands and used for compatible environmental purposes and any development activities other than limited excavation and filling necessary to restore the natural hydroperiod of the area and limited construction of environmental educational facilities and nature trails are strictly prohibited (Book 3696, Page 1681, 1736); and

WHEREAS, the Florida Land and Water Adjudicatory Commission's Amended Final Order Special Condition 3.5 and the Joint Stipulation require the Developer of the Hunter's Ridge DRI to prepare a hydroperiod restoration plan that is acceptable to the SJRWMD, the City, and Flagler County for the hydroperiod restoration of the conservation lands, and to complete the hydroperiod restoration activities in accordance with the approved plan (Book 3696, Pages 1683, 1738); and

WHEREAS, the hydroperiod restoration plan must: (a) provide for the plugging, or installation of water control structures in the Hull Cypress Swamp ditch to restore the hydroperiod of the Hull Cypress Swamp; (b) provide for gaps in the fill berm along the Hull Cypress Swamp ditch to reflood the wetland strand that exists parallel to the ditch, and divert flow of the ditch through the wetland area in the strand adjacent to the ditch; and (c) plug, or install water control

structures in all other manmade canals or ditches on the property as may be necessary to restore the historical hydroperiod (Book 3696, Pages 1683, 1738); and

WHEREAS, the Developer has failed to provide a hydroperiod restoration plan for Parcel B of the conservation area that has been accepted, and approved, by the SJRWMD, the City, and Flagler County required by the Amended Final Order. The Amended Final Order provides that a delay in the completion of hydroperiod restoration work does not relieve the Developer of the obligation to complete the restoration work required by the Amended Final Order (Book 3696, Pages 1684, 1738 - 1739); and

WHEREAS, all development, including developments of regional impact, must be consistent with the comprehensive land use plans and land development regulations of the local government that has jurisdiction over and approves the development, as provided in Chapters 163 and 380, Florida Statutes; and

WHEREAS, the Hunter's Ridge development must comply with the comprehensive land use plans, land development regulations, and DRI orders of the respective county and city having jurisdiction over such lands; and

WHEREAS, a local government must enforce DRI orders to ensure that the development is consistent with their respective comprehensive land use plans and land development regulations, and is prohibited by section 380.115, Florida Statutes, from issuing permits or approvals or providing any extension of services if a developer fails to act in substantial compliance with the development order; and

WHEREAS, the City is required by law to enforce the conditions of the Florida Land and Water Adjudicatory Commission's Amended Final Order for the Ormond Beach Hunter's Ridge DRI; and

WHEREAS, the Developer's good faith compliance with the Amended Final Order is required; and

WHEREAS, the City is required by section 380.115, Florida Statutes to enforce the terms and conditions of the Florida Land and Water Adjudicatory Commission's Amended Final Order, including the City's Comprehensive Land Use Plan and development regulations;

NOW THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, THAT THE DEVELOPER SHALL COME INTO COMPLIANCE WITH THE AMENDED FINAL DEVELOPMENT ORDER BY:

SECTION ONE. Within sixty (60) calendar days from the date of this resolution of non-compliance file appropriate documents causing Flagler County to release any and all interest it claims to have in and to the Easement, including the unencumbered reconveyance by Flagler County of the Forty Grade easement to the Developer or Ormond Beach.

SECTION TWO. Release/subordinate all liens and encumbrances, if any, to Parcel B to Ormond Beach.

SECTION THREE. Prepare a hydroperiod restoration plan for Parcel B in the conservation area that is acceptable to, and approved by SJRWMD and the City.

SECTION FOUR. Complete the hydroperiod restoration work in accordance with an approved hydroperiod restoration plan as soon as practicable.

SECTION FIVE. Convey to the City and SJRWMD, in fee simple or an easement to SJRWMD if it prefers, to Parcel B of the conservation lands within 60 days.

SECTION SIX. The city manager and city attorney, and their designees, are hereby authorized and directed to take all necessary and reasonable action, if any, to effectuate the determination of noncompliance by the city commission.

ADOPTED, APPROVED AND AUTHENTICATED this 25th day of October, 2023.

BILL PARTINGTON
Mayor

ATTEST:

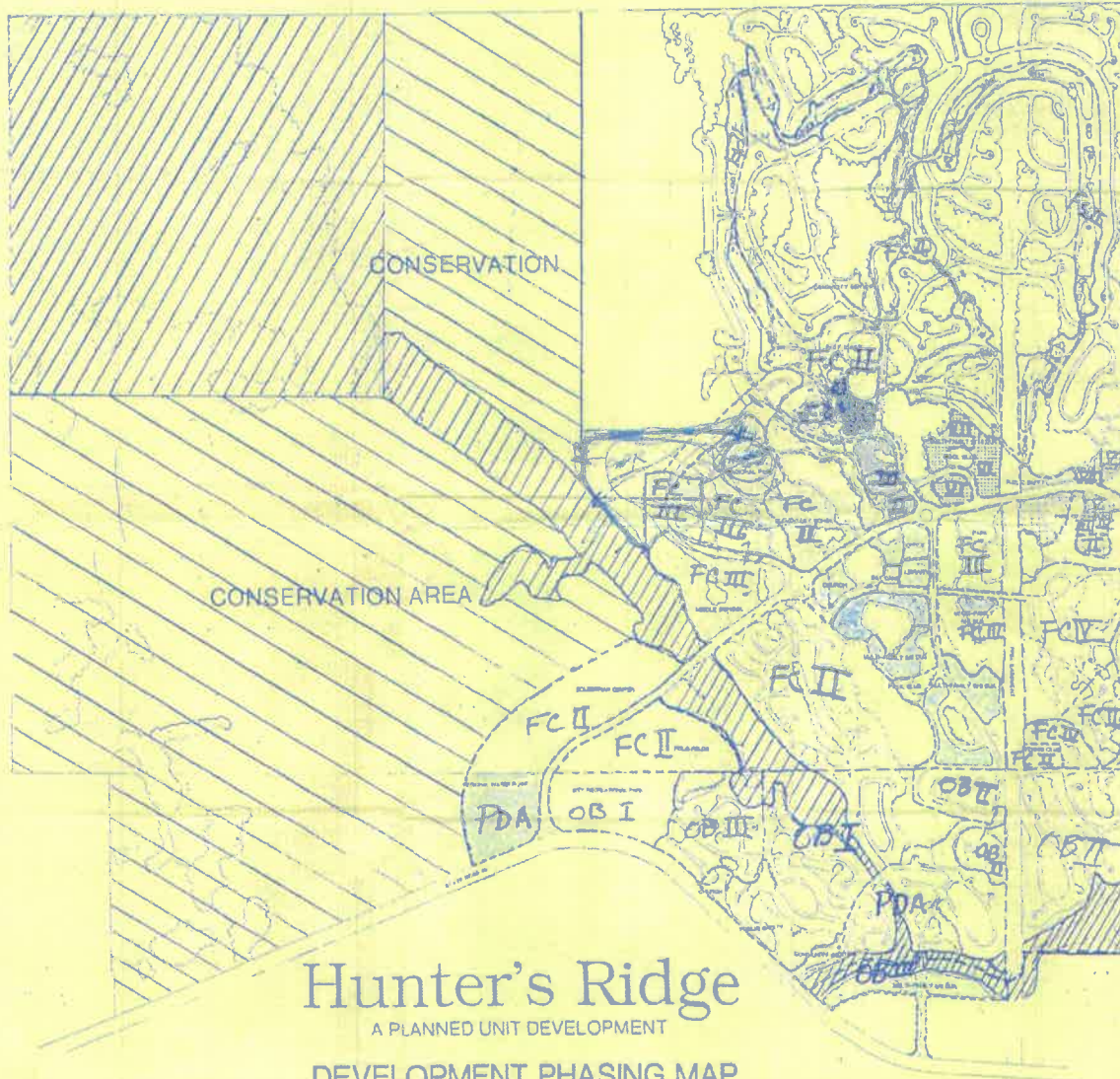
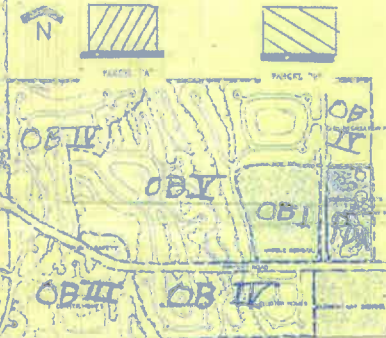
SUSAN CARROLL DAUDERIS
City Clerk

EXHIBIT 1

SECTION 7A

LEGEND

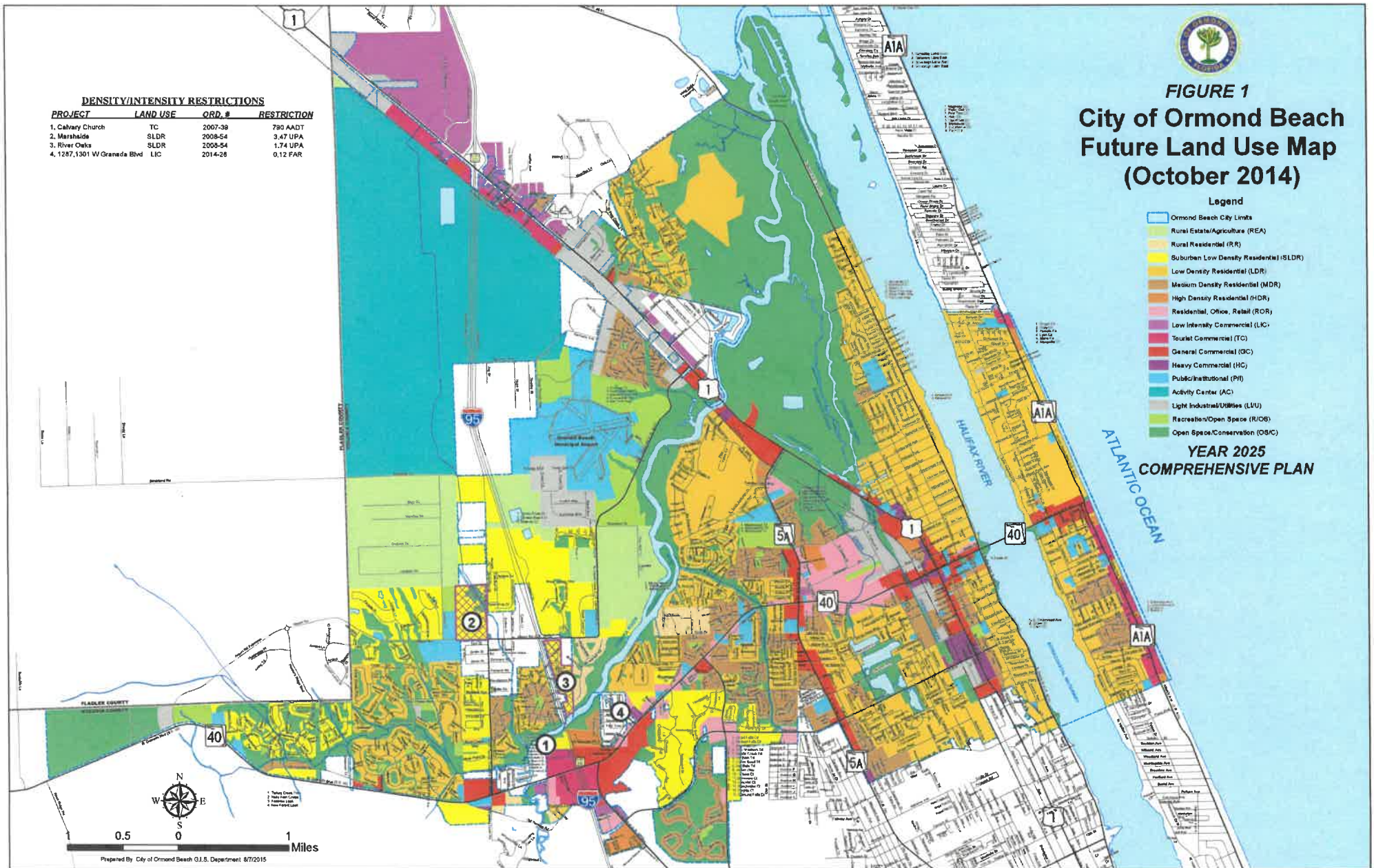
- VILLAGE RETAIL OFFICE
- VILLAGE OFFICE
- PARK OF COMMERCE (LT. INDUST.)
- RECREATIONAL FACILITIES
- PARKS & SCHOOLS
- VILLAGE SERVICES
- WETLAND CONSERVATION
- SINGLE FAMILY RESIDENTIAL (7,500 S.F. - 1 ACRE)
- MULTI-FAMILY RESIDENTIAL (5 - 8 UNITS/ACRE)
- MULTI-FAMILY RESIDENTIAL (9 - 18 UNITS/ACRE)



NOTES TO BE USED IN CONNECTION WITH SECTION 7A

1. Section 7A is located in the north-east corner of Section 18.
2. Eastern Boundary of Parcel 7A is the eastern line of Sections 18 and 21 (a distance of 240 feet west of the eastern line of Sections 18 and 21).
3. Parcel 7A includes all of Section 17, and all of Hill Country State Park (including wetland drainage along through Section 18, 21, 22, and 27, and the floodplain of the Little Tonoloway River in Section 27. The State of the Tennessee in the area which are within and adjacent to the area to be developed are controlled by conditions 8 and 9 of the East Central Florida and Northern Florida Regional Planning Council.
4. Section 7A of the Conservation Area to be developed includes 4000 feet of the eastern line of Section 18.

EXHIBIT 2





LOCATION MAP

Hunters Ridge parcel

Open Space/Conservation



EXHIBIT 3

40 GRADE
GRANT OF EASEMENT

THIS INDENTURE, made this 24 day of April, 2017, by and between U.S. Capital Alliance, LLC, a Florida limited liability company, whose address is 880 Airport Road, Suite 113, Ormond Beach, Florida 32174 (hereinafter referred to as "Grantor") and FLAGLER COUNTY, FLORIDA a political subdivision of the State of Florida (hereinafter referred to as "Grantee").

WHEREAS, the Grantor is seized in fee simple and in possession of lands across the Westerly 60 feet of Sections 16 and 21, Township 14 South, Range 31 East, Flagler County, Florida, and the Westerly 60 feet of Section 28, Township 14 South, Range 31 East, Volusia County, Florida lying North of State Road 40 and that particular portion of it described below; and

WHEREAS, the Grantee is seized in fee simple of a parcel of land contiguous to the land of Grantor; and

WHEREAS, Grantee desires to acquire a certain easement ("Easement") over a portion of Grantor's property, which is also subject to other third party easements; and

WHEREAS, Grantor has agreed for the sum of \$10.00 and other good and valuable consideration to convey to Grantee and all other persons claiming by, through or under Grantee, or any of them, their predecessors in title or their heirs, assigns, or legal representatives, an easement or right of way over the land described below, for the purposes and in the manner expressed below; and

WHEREAS, Grantor is obligated to convey to Grantee said Easement pursuant to the Hunter's Ridge DRI Development Order as approved by Grantee on November 15, 2010 (the "DRI Development Order").

NOW, THEREFORE, the Grantor grants unto the Grantee, its heirs and assigns, a perpetual 60 foot wide easement over the existing roadway commonly known as "40 Grade", from State Road 40, northward to its terminus at Strickland Road/Durrance Lane, with full and free right and liberty for them and their tenants, servants, visitors and licensees, at all times hereafter, for all purposes connected with the use and enjoyment of the land of the Grantee for whatever purpose the land from time to time lawfully may be used and enjoyed, to pass and repass along the provided roadway or roadways, to improve and maintain the roadway and install associated improvements, and to install utilities lines on or under the Easement.

This Grant of Easement shall be subject to the following conditions:

1. The parties acknowledge that the current location of 40 Grade meanders within the area more particularly described as: the Westerly 60 feet of Section 28, Township 14 South, Range 31 East, Volusia County, Florida, and the Westerly 60 feet of Sections 16 and 21, Township 14 South, Range 31 East, Flagler County, Florida, all lying North of State Road 40. The parties agree the existing location of the 40 Grade roadway may be moved,

altered, shifted or otherwise modified by Grantee from time to time, within the Easement, in the sole discretion of Grantee, providing that the width of the 40 Grade roadway easement area does not exceed 60 feet. Grantee may cause a survey of 40 Grade to be performed and a legal description to be prepared, and the parties agree that upon completion, Grantee may record an amendment to this Agreement in order to more particularly describe the 40 Grade Easement.

2. Grantee shall maintain the Easement together with any improvements constructed or installed thereon by Grantee or associated with Grantee's use of the Easement. The operation and maintenance of such improvements and of the Easement shall be at Grantee's sole cost and expense.
3. Grantor hereby reserves the right to make any modifications to the roadway located within the Easement, at its sole cost and expense, pursuant to the terms and conditions of the Conceptual Permit issued by the St. Johns River Water Management District (the "SJRWMD") and consistent with conservation easements between Grantor and the SJRWMD; provided, however, that such modifications do not interfere with Grantee's rights provided for herein.
4. Through the date of conveyance, Grantor shall pay any and all taxes, charges or use fee(s) levied by any governmental agency against Grantor's interest in the Easement, or against any of Grantor's real property subject to the Easement.
5. This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligation herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect except in a subsequent modification in writing, signed by the parties hereto.
6. This instrument shall be binding and inure to the benefit of the respective successors and assigns of the parties hereto and the benefits and burdens herein shall run with the land.

TO HAVE AND TO HOLD the Easement or right of way hereby granted unto Grantee, its heirs and assigns, as appurtenant to the land of the Grantee.

IT IS FURTHER UNDERSTOOD that the Grantor, its heirs, assigns and tenants in no way will be bound to improve, maintain or construct a roadway, or to keep it in repair, nor does the Grantor, its heirs and assigns, assume any liability or responsibility to Grantee, its heirs and assigns, or any person using the land by invitation, express or implied, or by reason of any business conducted with Grantee, its heirs or assigns, or otherwise.

In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered
in the presence of:

U.S. CAPITAL ALLIANCE, LLC,
a Florida limited liability company

Witnesses:

Print Name: IRAJ SAIDIN

Print Name: ANTHONY CUPO

By: Allan Feker, Manager

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me this ____ day of _____, 2017, by ALLAN FEKER, who is personally known to me or who has produced _____ as identification.

Print Name: _____
Notary Public, State of Florida
Commission No. _____
My Commission Expires: _____

SEE ATTACHED CERTIFICATE
DATE 4-24-17 NOTARY INITIALS BC

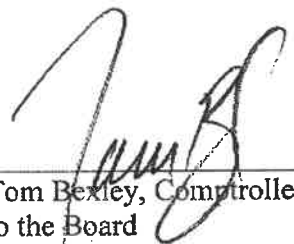
In Witness Whereof, Grantee has hereunto set Grantee's hand and seal the day and year first above written.

**FLAGLER COUNTY BOARD OF COUNTY
COMMISSIONERS**

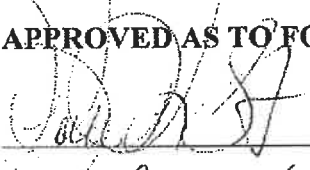

Nate McLaughlin, Chairman

ATTEST:

Execution of this Agreement was authorized by the
Board of County Commissioners at its public
meeting held on December 5, 2016.


Tom Bexley, Comptroller and Clerk
to the Board

APPROVED AS TO FORM:


Special Counsel to Flagler County

CALIFORNIA JURAT CERTIFICATE

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

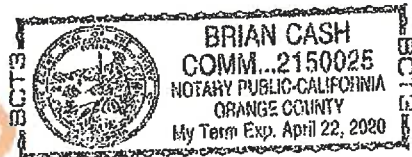
State of California
County of Orange

Subscribed and sworn to (or affirmed) before me on this

24 day of April, 2017

by Allan Feker,
proved to me on the basis of satisfactory evidence to be the person(s) who
appeared before me.

Signature Brian Cash



ADDITIONAL INFORMATION (OPTIONAL)

DESCRIPTION OF THE ATTACHED DOCUMENT

40 Grade Grant of
(Title or description of attached document)

Easement
(Title or description of attached document continued)

Number of pages 4 Document Date 4-24-17

(Additional information)

NOTARY PUBLIC CONTACT INFORMATION

The UPS Store
668 N Coast Hwy
Laguna Beach, CA 92651

949-494-4420 tel
949-494-9850 fax

store0120@theupsstore.com
www.TheUPSStore.com/0120

NOTICE OF NONCOMPLIANCE PURSUANT TO FLORIDA STATUTE 380.06

Jurisdiction and authority

The State of Florida Land and Water Adjudicatory Commission approved an Amended Final Order authorizing a development of regional impact (“DRI”) for lands in the City of Ormond Beach to be developed as Hunter’s Ridge subdivision (“Ormond Beach Hunter’s Ridge DRI”). The Amended Final Order is recorded at Book 3696, Pages 1640 et. seq. of the Volusia County Public Records and includes Special Conditions (at Page 1673), a Joint Stipulation (at Page 1735), and a Development Phasing Map (at Page 1743). The Development Phasing Map is attached as Exhibit 1. The Amended Final Order determined the city of Ormond Beach to be the local government having jurisdiction over Hunter’s Ridge DRI lands within the City and determined that when developed subject to the conditions imposed by the Amended Final Order, the Hunter’s Ridge development would be consistent with the Ormond Beach Comprehensive Land Use Plan and the city’s land development regulations (Book 3696, Pages 1655 and 1659). The Amended Final Order requires the Hunter's Ridge development to be consistent with the Ormond Beach Comprehensive Land Use Plan and the city's land development regulations. The Amended Final Order constitutes a land development regulation applicable to the Ormond Beach Hunter’s Ridge DRI land and the conditions therein are covenants that run, in perpetuity, with the land (Book 3696, Pages 1640, 1668). The Hunter’s Ridge development must conform with the Amended Final Order that was approved by the State of Florida Land and Water Adjudicatory Commission.

Description of violations by Developer

1. Failure to convey Parcel B of the conservation lands to the City, by fee simple Warranty Deed. The conservation lands are shown on the development phasing map as Parcel B.

2. Conveying a sixty-foot (60') wide public road easement to Flagler County through conservation lands located within the city, that are required to be conveyed to the City in fee simple.
3. Authorizing Flagler County and the Developer to develop and construct a sixty-foot wide public road through conservation lands located in the City of Ormond Beach.
4. Failing to prepare a hydroperiod restoration plan for Parcel B of the conservation lands that is acceptable to, and approved by, the City, SJRWMD, and Flagler County.
5. Failing to complete hydroperiod restoration activities in accordance with a hydroperiod restoration plan for Parcel B of the conservation lands that is acceptable to, and has been approved by, the City, SJRWMD, and Flagler County.

Conveyance of conservation lands

The Amended Final Order Special Condition 3.5 and the Joint Stipulation require the developer to convey conservation lands, that are located within the City, to Ormond Beach and the St. Johns River Water Management District (SJRWMD) (Book 3696, Pages 1681, 1736). The conservation lands are required to be conveyed by fee simple warranty deed and include land commonly known as the Forty Grade. The conservation lands are shown on the Development Phasing Map, attached as Exhibit 1, as Parcel A and Parcel B. The conservation lands have been incorporated in, and are subject to, the Ormond Beach Comprehensive Land Use Plan and have been given a land use designation of open space/conservation consistent with the Amended Final Order that prohibits development, including the development of roads. The City's Comprehensive Land Use Map showing Parcel B is attached as Exhibit 2. The Joint Stipulation and Special Condition 3.5 of the Ormond Beach DRI, as well as the City's Comprehensive Land Use Plan,

remove from development, the conservation lands that are to be conveyed to the City and SJRWMD (Book 3696, Pages 1681, 1736). These publicly recorded covenants prohibit the developer from conveying any interest in the conservation lands to any other person or entity, and prohibit the developer from engaging in or authorizing uses of the conservation lands by others that are prohibited by the Amended Final Order, and the City's Comprehensive Land Use Plan and land development regulations. Although the City, SJRWMD, and the developer have agreed to the form of a deed for the conveyance of the conservation lands, the Developer has failed to convey Parcel B of the conservation lands to the City of Ormond Beach in fee simple.

The Developer has conveyed Parcel A of the conservation lands to Ormond Beach as required by the Amended Final Order of the Florida Land and Water Adjudicatory Commission, but has failed to substantially comply with the Ormond Beach DRI by failing to convey Parcel B. The Developer's obligation to convey Parcel B of the conservation lands to the City, in fee simple, is absolute and without condition. The city manager, city attorney and city staff have met with the Developer and its representatives seeking compliance, but to no avail. The developer has not presented to the City a good faith effort or plan to comply with the Amended Final Order for the Ormond Beach DRI.

In violation of the State of Florida Land and Water Adjudicatory Commission's Amended Final Order, the developer has conveyed to Flagler County a sixty-foot (60') wide public road easement in Parcel B. The land is located exclusively within the City and outside the legislative jurisdiction of Flagler County. A copy of the public road easement given to Flagler County that is located within Volusia County and the City of Ormond Beach is attached as Exhibit 3. The stated purpose of the easement authorizes the developer and Flagler County to develop, construct,

maintain, repair and use a sixty-foot (60') wide public road from State Road 40 (Granada Boulevard) in Ormond Beach northward through the conservation lands and to connect to Strickland/Durrance Lanes in Flagler County. The conveyance of the sixty-foot (60') wide public road easement to Flagler County purports to change the developer's obligation under the Ormond Beach DRI in violation of the Amended Final Order, the publicly recorded covenants, the City's Comprehensive Land Use Plan and land development regulations, and Chapter 380, Florida Statutes. The effect of the developer's conveyance of the sixty-foot (60') wide public road easement to Flagler County constitutes a substantial violation of, and a deviation from, the Amended Final Order that would result in additional, and substantial regional, impacts within the City of Ormond Beach and Volusia County in violation of the Amended Final Order, the City's Comprehensive Land Use Plan and land development regulations, and Chapter 380, Florida Statutes (Book 3696, Page 1668).

The unlawful conveyance by the developer of the public road easement to Flagler County within the conservation area, and the stated uses of the public road easement, conflict with the Ormond Beach Hunter's Ridge DRI, the Ormond Beach Comprehensive Land Use Plan, and Ormond Beach's land development regulations. In addition, the Forty Grade public road easement prevents the developer from conveying to Ormond Beach and SJRWMD fee simple ownership of the conservation lands as required by the Ormond Beach DRI.

Parcel B is identified as a conservation area in the Ormond Beach Comprehensive Land Use Plan and the use of conservation land for a road is strictly prohibited. Section 163.3194, Florida Statutes, prohibits development that is not in compliance with the Comprehensive Land Use Plan.

Hydroperiod Restoration Plan and completion of restoration work

Special Condition 3.5 and the Joint Stipulation of the Florida Land and Water Adjudicatory Commission's Amended Final Order require the conservation lands to be used and managed exclusively for the maintenance, preservation, and restoration of native upland and wetland ecosystems that are historically existent on the conservation lands and used for compatible environmental purposes. Any development activities other than limited excavation and filling necessary to restore the natural hydroperiod of the area and limited construction of environmental educational facilities and nature trails are strictly prohibited (Book 3696, Page 1681, 1736).

Special Condition 3.5 and the Joint Stipulation of the Florida Land and Water Adjudicatory Commission's Amended Final Order require the Developer of the Hunter's Ridge DRI to prepare a hydroperiod restoration plan that is acceptable to the SJRWMD, the City, and Flagler County for the hydroperiod restoration of the conservation lands, and to complete the hydroperiod restoration work in accordance with the approved plan (Book 3696, Pages 1683, 1738). Specifically, the hydroperiod restoration plan must: (a) provide for the plugging, or installation of water control structures in the Hull Cypress Swamp ditch to restore the hydroperiod of the Hull Cypress Swamp; (b) provide for gaps in the fill berm along the Hull Cypress Swamp ditch to reflood the wetland strand that exists parallel to the ditch, and divert flow of the ditch through the wetland area in the strand adjacent to the ditch; and (c) plug, or install water control structures in all other manmade canals or ditches on the property as may be necessary to restore the historical hydroperiod (Book 3696, Pages 1683, 1738).

The Developer has failed to provide a hydroperiod restoration plan for Parcel B of the conservation area that has been accepted, and approved, by the SJRWMD, the City, and Flagler

County as required by the Amended Final Order. The Amended Final Order provides that a delay in the completion of the hydroperiod restoration work does not relieve the developer of the obligation to complete the restoration work that is required by the Amended Final Order (Book 3696, Pages 1684, 1738 - 1739).

Required corrective action

All development, including developments of regional impact, must be consistent with the comprehensive land use plans and land development regulations of the local government that has jurisdiction over and approves the development, as provided in Chapters 163 and 380, Florida Statutes. The Hunter's Ridge development must comply with the comprehensive land use plans, land development regulations, and DRI orders of the respective county and city having jurisdiction over such lands. A local government must enforce DRI orders to ensure that the development is consistent with their respective comprehensive land use plans and land development regulations, and is prohibited by section 380.115, Florida Statutes, from issuing permits or approvals or providing any extension of services if a developer fails to act in substantial compliance with the development order. The City is required by law to enforce the conditions of the Florida Land and Water Adjudicatory Commission's Amended Final Order for the Ormond Beach Hunter's Ridge DRI. The Developer's good faith compliance with the Amended Final Order is required. The Developer shall come into compliance with the Amended Final Development Order by:

1. Within sixty (60) calendar days from the date of the determination of non-compliance by the Ormond Beach City Commission, causing Flagler County to release any and all interest it claims to have in and to the Easement, including the unencumbered reconveyance by Flagler County of the Forty Grade easement to the Developer.

2. Release/subordinate liens and encumbrances.
3. Prepare a hydroperiod restoration plan for Parcel B in the conservation area that is acceptable to, and approved by SJRWMD and the City.
4. Complete the hydroperiod restoration work in accordance with an approved hydroperiod restoration plan as soon as practicable.
5. Convey to the City and SJRWMD, in fee simple or an easement to SJRWMD if it prefers, Parcel B of the conservation lands within 60 days.

The City is required by section 380.115, Florida Statutes to enforce the terms and conditions of the Florida Land and Water Adjudicatory Commission's Amended Final Order, including the City's Comprehensive Land Use Plan and development regulations. The City is prohibited from issuing any permits or approvals or providing any extensions of service if the Developer fails to act in substantial compliance with the Amended Final Order.

EXHIBIT 1

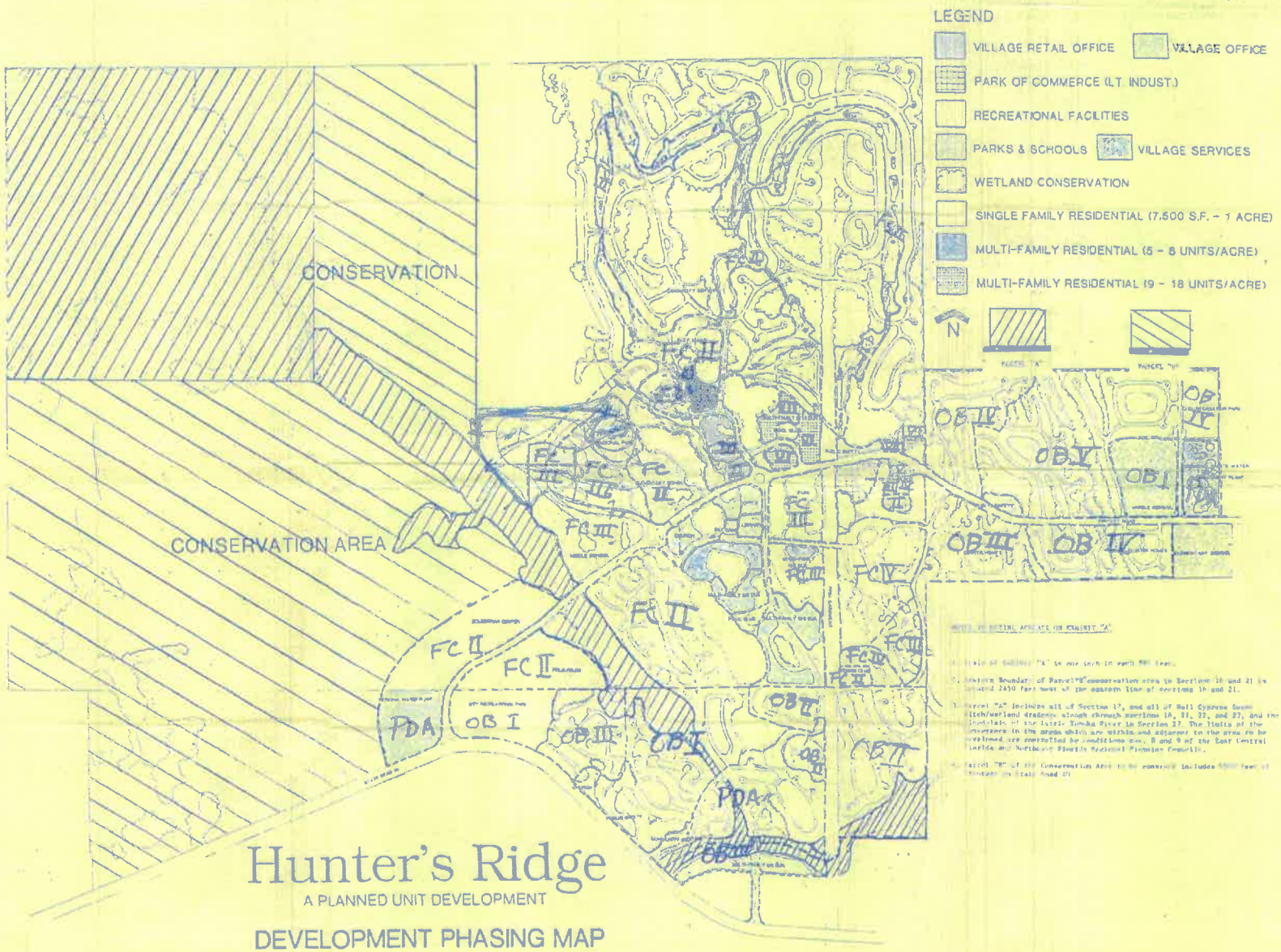
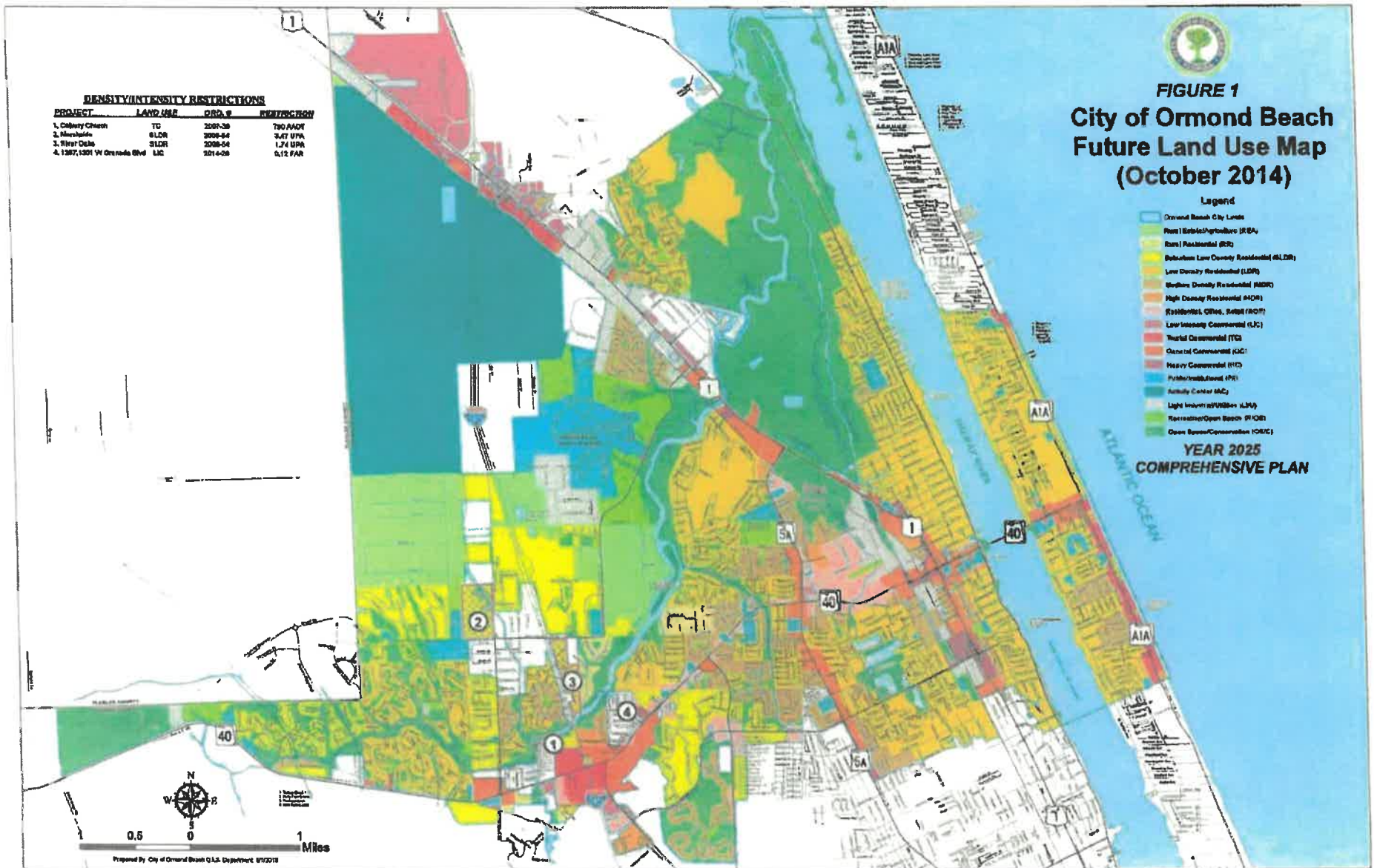


EXHIBIT 2





LOCATION MAP

Hunters Ridge parcel

Open Space/Conservation



EXHIBIT 3

40 GRADE
GRANT OF EASEMENT

THIS INDENTURE, made this 24 day of April, 2017, by and between U.S. Capital Alliance, LLC, a Florida limited liability company, whose address is 880 Airport Road, Suite 113, Ormond Beach, Florida 32174 (hereinafter referred to as "Grantor") and FLAGLER COUNTY, FLORIDA a political subdivision of the State of Florida (hereinafter referred to as "Grantee").

WHEREAS, the Grantor is seized in fee simple and in possession of lands across the Westerly 60 feet of Sections 16 and 21, Township 14 South, Range 31 East, Flagler County, Florida, and the Westerly 60 feet of Section 28, Township 14 South, Range 31 East, Volusia County, Florida lying North of State Road 40 and that particular portion of it described below; and

WHEREAS, the Grantee is seized in fee simple of a parcel of land contiguous to the land of Grantor; and

WHEREAS, Grantee desires to acquire a certain easement ("Easement") over a portion of Grantor's property, which is also subject to other third party easements; and

WHEREAS, Grantor has agreed for the sum of \$10.00 and other good and valuable consideration to convey to Grantee and all other persons claiming by, through or under Grantee, or any of them, their predecessors in title or their heirs, assigns, or legal representatives, an easement or right of way over the land described below, for the purposes and in the manner expressed below; and

WHEREAS, Grantor is obligated to convey to Grantee said Easement pursuant to the Hunter's Ridge DRI Development Order as approved by Grantee on November 15, 2010 (the "DRI Development Order").

NOW, THEREFORE, the Grantor grants unto the Grantee, its heirs and assigns, a perpetual 60 foot wide easement over the existing roadway commonly known as "40 Grade", from State Road 40, northward to its terminus at Strickland Road/Durrance Lane, with full and free right and liberty for them and their tenants, servants, visitors and licensees, at all times hereafter, for all purposes connected with the use and enjoyment of the land of the Grantee for whatever purpose the land from time to time lawfully may be used and enjoyed, to pass and repass along the provided roadway or roadways, to improve and maintain the roadway and install associated improvements, and to install utilities lines on or under the Easement.

This Grant of Easement shall be subject to the following conditions:

1. The parties acknowledge that the current location of 40 Grade meanders within the area more particularly described as: the Westerly 60 feet of Section 28, Township 14 South, Range 31 East, Volusia County, Florida, and the Westerly 60 feet of Sections 16 and 21, Township 14 South, Range 31 East, Flagler County, Florida, all lying North of State Road 40. The parties agree the existing location of the 40 Grade roadway may be moved,

altered, shifted or otherwise modified by Grantee from time to time, within the Easement, in the sole discretion of Grantee, providing that the width of the 40 Grade roadway easement area does not exceed 60 feet. Grantee may cause a survey of 40 Grade to be performed and a legal description to be prepared, and the parties agree that upon completion, Grantee may record an amendment to this Agreement in order to more particularly describe the 40 Grade Easement.

2. Grantee shall maintain the Easement together with any improvements constructed or installed thereon by Grantee or associated with Grantee's use of the Easement. The operation and maintenance of such improvements and of the Easement shall be at Grantee's sole cost and expense.
3. Grantor hereby reserves the right to make any modifications to the roadway located within the Easement, at its sole cost and expense, pursuant to the terms and conditions of the Conceptual Permit issued by the St. Johns River Water Management District (the "SJRWMD") and consistent with conservation easements between Grantor and the SJRWMD; provided, however, that such modifications do not interfere with Grantee's rights provided for herein.
4. Through the date of conveyance, Grantor shall pay any and all taxes, charges or use fee(s) levied by any governmental agency against Grantor's interest in the Easement, or against any of Grantor's real property subject to the Easement.
5. This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligation herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect except in a subsequent modification in writing, signed by the parties hereto.
6. This instrument shall be binding and inure to the benefit of the respective successors and assigns of the parties hereto and the benefits and burdens herein shall run with the land.

TO HAVE AND TO HOLD the Easement or right of way hereby granted unto Grantee, its heirs and assigns, as appurtenant to the land of the Grantee.

IT IS FURTHER UNDERSTOOD that the Grantor, its heirs, assigns and tenants in no way will be bound to improve, maintain or construct a roadway, or to keep it in repair, nor does the Grantor, its heirs and assigns, assume any liability or responsibility to Grantee, its heirs and assigns, or any person using the land by invitation, express or implied, or by reason of any business conducted with Grantee, its heirs or assigns, or otherwise.

In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered
in the presence of:

U.S. CAPITAL ALLIANCE, LLC,
a Florida limited liability company

Witnesses:

Print Name: IRA SAIDIN

Print Name: ANTHONY CUPO

By: Allan Feker, Manager

STATE OF FLORIDA
COUNTY OF _____

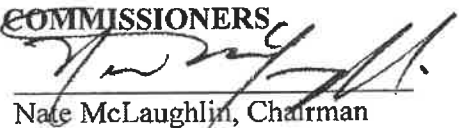
The foregoing instrument was sworn to and subscribed before me this ____ day of _____, 2017, by ALLAN FEKER, who is personally known to me or who has produced _____ as identification.

Print Name: _____
Notary Public, State of Florida
Commission No. _____
My Commission Expires: _____

SEE ATTACHED CERTIFICATE
DATE 4-24-17 NOTARY INITIALS BC

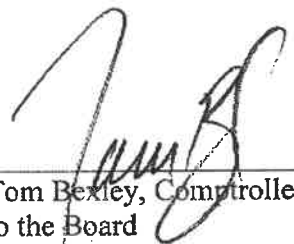
In Witness Whereof, Grantee has hereunto set Grantee's hand and seal the day and year first above written.

**FLAGLER COUNTY BOARD OF COUNTY
COMMISSIONERS**

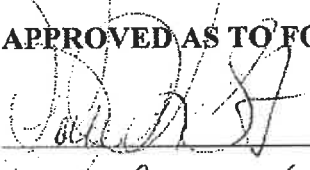

Nate McLaughlin, Chairman

ATTEST:

Execution of this Agreement was authorized by the
Board of County Commissioners at its public
meeting held on December 5, 2016.


Tom Bexley, Comptroller and Clerk
to the Board

APPROVED AS TO FORM:


Special Counsel to Flagler County

CALIFORNIA JURAT CERTIFICATE

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

Subscribed and sworn to (or affirmed) before me on this

24 day of April, 2017

by Allan Feker,
proved to me on the basis of satisfactory evidence to be the person(s) who
appeared before me.

Signature Brian Cash



ADDITIONAL INFORMATION (OPTIONAL)

DESCRIPTION OF THE ATTACHED DOCUMENT

40 Grade Grant of
(Title or description of attached document)

Easement
(Title or description of attached document continued)

Number of pages 4 Document Date 4-24-17

(Additional information)

NOTARY PUBLIC CONTACT INFORMATION

The UPS Store
668 N Coast Hwy
Laguna Beach, CA 92651

949-494-4420 tel
949-494-9850 fax

store0120@theupsstore.com
www.TheUPSStore.com/0120

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VOLUSIA CO., FL

NOTICE OF ADOPTION OF DEVELOPMENT ORDER
PURSUANT TO FLORIDA STATUTES SECTION 380.06(15)(f)

Notice hereby is given, that on May 28, 1991, the State of Florida Land and Water Adjudicatory Commission adopted an Amended Final Order granting the Application for Development Approval for the Hunter's Ridge Development of Regional Impact. A certified copy of the Amended Final Order is attached to this Notice. The legal description of the property covered by the Amended Final Order is set forth in Exhibit "A" to the Amended Final Order. The Amended Final Order constitutes a land development regulation applicable to the property and may be examined in the offices of the City of Ormond Beach Planning Department. Pursuant to Florida Statute, §380.06(15)(f), the recording of this Notice shall not constitute a lien, cloud or encumbrance on the property, or actual or constructive notice of any such lien, cloud or encumbrance.

FILED FOR RECORD
RECORD VERIFIED
124630

91 OCT -1 AM 9:08

CLERK OF THE CIRCUIT
CITY COURT VOLUSIA CO., FL

Witnessed:

FLORIDA-GEORGIA VENTURE GROUP

J. Doyle & Thimbleton
Judith Hansen

By:

Thomas L. Burrance
Thomas L. Burrance,
Authorized Representative

Sworn to and subscribed before me
this 26 day of September, 1991.

J. Doyle & Thimbleton
Notary Public, State of Florida at Large
My Commission expires:

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: DEC. 19, 1991.

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STATE OF FLORIDA VOLUSIA CO., FL
FLORIDA LAND AND WATER ADJUDICATORY COMMISSION

FLORIDA-GEORGIA VENTURE GROUP,)
)
Petitioner,)
)
vs.)
)
CITY OF ORMOND BEACH)
)
Respondent,)
)
and)
)
EAST CENTRAL FLORIDA REGIONAL)
PLANNING COUNCIL, FLORIDA)
AUDUBON SOCIETY, CITIZENS FOR)
ORMOND BEACH, INC. and THE)
DEPARTMENT OF COMMUNITY AFFAIRS)
)
Intervenors,)

CASE NO. 90-3409DRI

NORTHEAST FLORIDA REGIONAL)
PLANNING COUNCIL and THE)
DEPARTMENT OF COMMUNITY AFFAIRS,)
)
Petitioners,)
)
vs.)
)
FLAGLER COUNTY COMMISSION and)
FLORIDA-GEORGIA VENTURE GROUP,)
)
Respondents,)
)
and)
)
FLORIDA AUDUBON SOCIETY and)
ANNIE JOHNSON AND THE FLAGLER)
CITIZENS FOR AFFORDABLE HOUSING,)
)
Intervenors.)

CASE NO. 90-3410DRI

AMENDED FINAL ORDER

These consolidated cases came before the Governor and
Cabinet sitting as the Florida Land and Water Adjudicatory

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Commission on May 28, 1991 for action to be taken with regard to the Recommended Order rendered on March 21, 1991 by the Division of Administrative Hearings and received by the Commission on March 25, 1991. Exceptions to the Recommended Order were filed by the Department of Community Affairs and by the City of Ormond Beach. By a vote of 7 - 0 the Commission authorized the Secretary of the Commission to enter this final order adopting the Recommended Order as the Final Order of the Commission except to the extent inconsistent with this order as stated below.

ACTION ON THE RECOMMENDED ORDER

The Commission adopts the Recommended Order (attached) except for Findings of Fact 53 and 59 (rejected for the reasons explained in the rulings on the Department's Exceptions, below,) and Findings of Fact 66, 68 and 69 (rejected by the Commission as irrelevant as a matter of law) and except for the changes made to the Recommended Order in the rulings, below, on the City's Exceptions. Attached to and incorporated into the Recommended Order are two stipulations, one between Florida-Georgia Venture Group (the Developer) and Flagler County and the other between the Developer Venture Group and the City of Ormond Beach. These stipulations, in turn, incorporate stipulations between the Developer and Florida Audubon Society and the Developer and the Department. All of these stipulations together with the Recommended Order¹ are incorporated into this Final Order.

¹ Except for Findings of Fact 53, 59, 66, 68 and 69 and the changes to the Recommended Order made in the rulings on exceptions.

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VOLUSIA CO., FL

DCA's EXCEPTIONS

1. The Department of Community Affairs disputes the existence of competent substantial evidence in the record to support Finding of Fact 48 in the Recommended Order. We accept the finding to mean that solid waste is not an issue for this development in Flagler County because development cannot proceed pursuant to the stipulation with the County unless solid waste capacity is available. As the Department points out, however, the evidence showed that solid waste is an issue generally in the County because its landfill is closing. The exception, therefore, is granted in part, (the evidence establishes that solid waste is an issue in Flagler County), and denied in part, (solid waste is not an issue in this proceeding since development may not proceed without the availability of solid waste capacity.)

2. Finding of Fact 53 is rejected as a matter of law since it is not relevant to the issues in the proceeding. The Exception is GRANTED.

3. Finding of Fact 59 is rejected as a matter of law since it is not relevant to the issues in this proceeding. The Exception is GRANTED.

4. Exception 4 seeks to add to this order a portion of the stipulation between the developer and the Department. The exception is unnecessary since the stipulation is incorporated into the Recommended Order and therefore into this order.

5. Exception 5 also seeks to add a portion of the stipulation between the developer and the Department. Just as with Exception 4 the exception is unnecessary since the stipulation is incorporated into the Recommended Order and therefore into this order.

FINDINGS OF FACT REJECTED BY THE COMMISSION

Upon our own independent review of the Recommended Order we reject Findings of Fact 66, 68 and 69. These findings are not relevant to this proceeding in much the same manner as Findings of Fact 53 and 59 and therefore are rejected as a matter of law.

CITY OF ORMOND BEACH'S EXCEPTIONS

1. Exception 1 requests the reference to Florida-Georgia Exhibit 3 on page 4 line 7 of the Recommended Order be changed to Florida-Georgia Exhibit 7. The developer has no objection to this change. See Responses to City of Ormond Beach Exceptions to Recommended Order served May 21, 1991 (Developer's Response) by the Developer. The Exception is therefore GRANTED.

2. The exceptions contained in Section 2 of the City's Exceptions all relate to findings of fact. The developer has no objection to the following changes to the Recommended Order requested by the City. See Developer's Response. Exceptions 2. a., b., c., d., e., g., h., j., are therefore GRANTED as follows:

- a. Paragraph 5, page 7, Line 3: "109" residential units is changed to "108".
- b. Paragraph 12, Page 8, Line 5: Exhibit 7 is included in the list of cited exhibits.
- c. Paragraph 13, Page 8, Line 9: the reference to "130.00" acres of Single Family Residential is changed to "827.61 acres.

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VOLUSIA CO., FL

d. Paragraph 13, Pages 8, 9, last sentence: The sentence is changed to read: "The total number of dwelling units permitted in the County is 365 multi-family dwelling units and 388 single-family dwelling units, with 849 single-family dwelling units and 100 multi-family dwelling units subject to substantial deviation." See Exhibit F to the Development Order attached to the Stipulation between the County and the Developer.

e. Paragraph 18, Page 10, Line 2: The reference to Florida-Georgia Exhibit 5 is changed to Florida-Georgia Exhibit 7.

g. Paragraphs 35 through 41, inclusive and Paragraph 43, pages 12/13: The references to "Conditions of Approval" means "Development Orders and Conditions of Approval".

h. Paragraph 56, Page 14 is changed to read: "This project will be within an area which will require a new police patrol zone." *

j. Paragraph 63, Page 15 is changed to read: "The City has adopted the West Ormond Plan to establish a framework for the provision of utilities in the area encompassed by the Plan, which area includes Hunter's Ridge."

Exceptions 2. f., i., k., l., m., n., are DENIED. The City does not carry its burden of showing a lack of competent substantial evidence to support these exceptions to findings of fact in the Recommended Order.

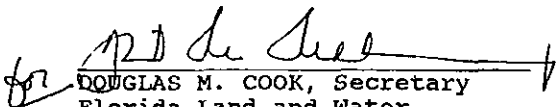
3. and 4. These two sections of the City's Exceptions take issue with Conclusions of Law of the Recommended Order. We do not disagree with the Hearing Officer's conclusions. The Exceptions contained in 3 and 4 are therefore DENIED.

WHEREFORE, pursuant to Section 380.07, Florida Statutes, the Development Order entitled "DECISION AND ORDER GRANTING THE APPLICATION FOR DEVELOPMENT APPROVAL FOR THE HUNTER'S RIDGE

DEVELOPMENT OF REGIONAL IMPACT, SUBJECT TO CERTAIN CONDITIONS" attached to the Joint Stipulation of Florida-Georgia Venture Group and Flagler County recommended for adoption in the Recommended Order is ADOPTED and the Development Order entitled "DECISION AND ORDER GRANTING THE APPLICATION FOR DEVELOPMENT APPROVAL FOR THE HUNTER'S RIDGE DEVELOPMENT OF REGIONAL IMPACT, SUBJECT TO CERTAIN CONDITIONS" attached to the Joint Stipulation of Florida-Georgia Venture Group and the City of Ormond Beach recommended for adoption in the Recommended Order is ADOPTED.

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DONE and ORDERED this 28th day of MAY, 1991.


DOUGLAS M. COOK, Secretary
Florida Land and Water
Adjudicatory Commission
Office of the Governor
The Capitol
Tallahassee, Florida 32399
(904) 488-7734

FILED with the Clerk of the Florida Land and Water Adjudicatory Commission this 30th day of May 1991.


KELLY A. TUCKER
Florida Land and Water
Adjudicatory Commission

Any party to this order has the right to seek judicial review of the order pursuant to section 120.68, Florida Statutes, by the filing of a Notice of Appeal pursuant to Rule 9.110, Florida Rules of Appellate Procedure, with the Clerk of the Commission, Office of Planning and Budgeting, Executive Office of the Governor, Room 412 Carlton Building, 501 South Gadsden Street, Tallahassee, Florida 32399-0001; and by filing a copy of the Notice of Appeal, accompanied with the applicable filing fees, with the appropriate District Court of Appeal. Notice of Appeal must be filed within 30 days of the day this order is filed with the Clerk of the Commission.

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VOLUSIA CO., FL

Jeresa B. Linker
for DOUGLAS M. COOK, Secretary
Florida Land and Water
Adjudicatory Commission

I HEREBY CERTIFY that this is a true and correct copy.

Patricia P. McCray
Clerk, Florida Land and Water
Adjudicatory Commission

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VOLUSIA CO., FL

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was delivered to the following parties by U.S. Mail this 30th day of May 1991.

for Jessie B. Aiken
DOUGLAS M. COOK, Secretary
Florida Land and Water
Adjudicatory Commission

J. Doyle Tumbleson, Esquire
Kinsey Vincent Pyle Professional
Association
150 South Palmetto Avenue, Box A
Daytona Beach, Florida 32114

Gerald Livingston, Esquire
Post Office Box 2151
Orlando, Florida 32801

David Russ, Esquire
Department of Community Affairs
2740 Centerview Drive
Tallahassee, Florida 32399-2100

Noah McKinnon, Esquire
595 West Granada Avenue
Ormond Beach, Florida 32075

Jonathan Hewett, Esquire
Central Florida Legal
Services, Inc.
216 South Sixth Street
Palatka, Florida 32177

Linda Loomis Shelley, Esquire
Dixon, Blanton & Shelley
902 North Gadsden Street
Tallahassee, Florida 32303

Fred Disselkoen, Jr., Esquire
City of Ormond Beach
Post Office Box 277
Ormond Beach, Florida 32175-0277

Timothy Keyser, Esquire
Post Office Box 92
Interlachen, Florida 32148

Charles Lee, Sr. Vice President
Florida Audubon Society
1011 Audubon Way
Maitland, Florida 32751

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VOLUSIA CO., FL

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DIVISION OF
ADMINISTRATIVE
HEARINGS

STATE OF FLORIDA
DIVISION OF ADMINISTRATIVE HEARINGS

FLORIDA-GEORGIA VENTURE GROUP,

Petitioner,

vs.

CITY OF ORMOND BEACH,

CASE NO. 90-3409DRI

Respondent,

and

EAST CENTRAL FLORIDA REGIONAL
PLANNING COUNCIL, et al.,

Intervenors.

NORTHEAST FLORIDA REGIONAL
PLANNING COUNCIL, et al

Petitioners,

vs.

FLAGLER COUNTY COMMISSION, et al.,

CASE NO. 90-3410DRI

Respondents,

and

FLORIDA AUDUBON SOCIETY, et al.,

Intervenors.

JOINT STIPULATION
OF
FLORIDA-GEORGIA VENTURE GROUP and the CITY OF ORMOND BEACH

The FLORIDA-GEORGIA VENTURE GROUP (Fla-Ga) and the CITY OF ORMOND BEACH hereby stipulate that if the hearing officer in this proceeding rules in favor of Fla-Ga, the attached,

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VOLUSIA CO., FL

proposed Decision and Order Granting the Application for Development Approval for the Hunter's Ridge Development of Regional Impact, Subject to Certain Conditions, is appropriate for the Hunter's Ridge DRI as submitted by Fla-Ga at the administrative hearing in this matter, is consistent with the Ormond Beach Comprehensive Plan and all Ormond Beach land development regulations, and is in compliance with the provisions of Chapter 380, Florida Statutes, and with all conditions precedent to the granting of development approval required by Chapter 380, Florida Statutes.

By executing this Joint Stipulation, the City shall not be deemed as having waived any right to recommend denial of the project as a whole, or to take exception to any recommended order which may be submitted to FLWAC.

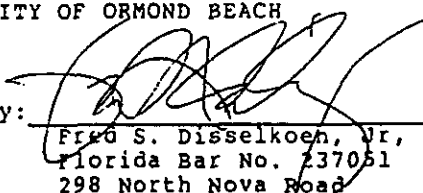
KINSEY VINCENT PYLE, PA

By: J. Doyle Tumbleson

J. Doyle Tumbleson
Florida Bar No. 0129876
150 S. Palmetto Ave., Box A
Daytona Beach, Fl. 32114
(904) 252-1561
Attorneys for Petitioner,
Florida-Georgia Venture Group

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VOLUSIA CO., FL

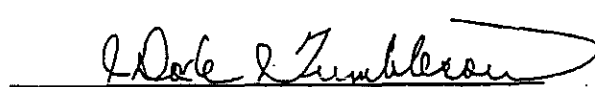
CITY OF ORMOND BEACH

By: 

Fred S. Disselkoen, Jr., Esq.
Florida Bar No. 237051
298 North Nova Road
P.O. Box 277
Ormond Beach, Fl. 32175-0277
(904) 676-3217
Attorney for City of Ormond
Beach

CERTIFICATE OF SERVICE

I HEREBY CERTIFY—that a true and correct copy of the foregoing has been furnished to the parties listed on the attached Service List, by U.S. mail this 14 day of December, 1990.


J. Doyle Tumbleson, Esquire

LIT/158

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VOLUSIA CO., FL

SERVICE LIST

David Russ, Esquire
Department of Community Affairs
2740 Centerview Drive
Tallahassee, Florida 32399

Gerald S. Livingston, Esquire
200 East Robinson Street
Suite 1150
Orlando, Florida 32801

Noah C. McKinnon, Jr., Esq.
595 W. Granada Blvd. Suite A
Post Office Box 305
Ormond Beach, Florida 32175

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ADMINISTRATIVE
HEARINGS

STATE OF FLORIDA
LAND AND WATER ADJUDICATORY COMMISSION

IN RE: RESOLUTION 90-20 ISSUED BY
THE CITY OF ORMOND BEACH, FLORIDA,
DENYING A DEVELOPMENT OF REGIONAL
IMPACT KNOWN AS HUNTER'S RIDGE

CASE NO. APP-90-012
(DOAH CASE NO. 90-3409 DRI)

DECISION AND ORDER GRANTING THE APPLICATION
FOR DEVELOPMENT APPROVAL FOR THE HUNTER'S
RIDGE DEVELOPMENT OF REGIONAL IMPACT,
SUBJECT TO CERTAIN CONDITIONS

WHEREAS, on January 26, 1988, a preapplication conference was held regarding a Development of Regional Impact (DRI) and was attended by representatives of Florida-Georgia Venture Group (Applicant) and representatives of East Central Florida Regional Planning Council; Department of Environmental Regulation (DER); St. John's River Water Management District (SJRWMD); Florida Game and Fresh Water Fish Commission (FGFWFC); Flagler County, Florida (County); and the City of Ormond Beach, Florida (City); and,

WHEREAS, the project lies within the jurisdiction of two regional planning councils (Northeast Florida Regional Planning Council and East Central Florida Regional Planning Council) and has undergone concurrent review (Note: Unless indicated otherwise, the designation "RPC" is intended to refer to East Central Florida Regional Planning Council); and

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WHEREAS, on October 18, 1988, Applicant submitted to the City and the RPCs an Application for Development Approval (ADA) for a DRI known as "Hunter's Ridge", in accordance with Section 380.06, Florida Statutes; and

WHEREAS, on January 17, 1989 and March 16, 1989, Applicant responded to sufficiency requests from the RPCs for additional information by filing sufficiency responses which supplement the DRI/ADA; (Note: At the Administrative Hearing conducted by the Division of Administrative Hearings, the applicant amended the DRI/ADA to reduce the size of the project and to reallocate land uses, densities, and other components of the project. All exhibits to this Order have been modified to reflect the revised project. Except with respect to matters occurring prior to the Administrative Hearing conducted in this matter by DOAH, the designation "DRI/ADA" is intended to refer to the revised project and related exhibits and documents.); and

WHEREAS, Hunter's Ridge, as proposed in the DRI/ADA, is a planned unit development located on approximately 1,237 acres in the City of Ormond Beach, of which 327 acres will be preserved as a conservation area. The portion of the property to be developed is approximately 910 acres, consisting of 982 residential units, of which 109 residential units were approved by the Florida Department of Community Affairs (DCA) under a Preliminary Development Agreement (PDA), and commercial, recreational, and other uses; and

WHEREAS, the DRI/ADA also constitutes Applicant's application for planned unit development approval; and

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WHEREAS, pursuant to Sections 380.031 and 380.06, Florida Statutes, the City Commission of the City of Ormond Beach, Florida, (City), as the local government having jurisdiction, is authorized and required by law to consider the Hunter's Ridge DRI/ADA; and

WHEREAS, the East Central Florida Regional Planning Council did hold a public hearing on June 21, 1989, and did adopt the DRI/ADA subject to a series of conditions which have been received and reviewed by the City; and

WHEREAS, the City received and reviewed the comments and recommendations of its staff, which recommended approval of the DRI/ADA subject to the conditions adopted by the RPC as amended; and,

WHEREAS, pursuant to Section 380.06, Florida Statutes, notice of a public hearing on the DRI/ADA was published on June 15, 1989, in the Daytona Beach News Journal and was provided to the DCA, the RPC and other persons designated by DCA rules; and

WHEREAS, the City held a public hearing on August 15, 1989, which was continued to September 5, 1989, to September 19, 1989, to October 3, 1989, to October 17, 1989, and to January 30, 1990, on the Development Order and Agreement for the DRI/ADA at which all parties were afforded the opportunity to present evidence and argument on all issues, and any member of the general public requesting to do so was given an opportunity to present written or oral information; and

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WHEREAS, The DRI/ADA and the conditions of approval are consistent with all elements of the transmittal draft of the Comprehensive Plan of the City of Ormond Beach as adopted by Resolution 89-257 on December 13, 1989, and with the existing Comprehensive Plan now in effect; and

WHEREAS, the City at its public hearings fully considered the DRI/ADA, the conditions of approval, the City of Ormond Beach Comprehensive Plan, the report of the RPC, the City staff recommendations and the evidence of record presented at the public hearings, and was otherwise fully advised in the premises; and

WHEREAS, on January 30, 1990, the City adopted Resolution 90-20 denying the DRI/ADA for the portion of the Hunter's Ridge Development of Regional Impact located within the City; and

WHEREAS, the Applicant, pursuant to Section 380.07, Florida Statutes and Rules 42-2.002 through 42-2.011, Florida Administrative Code, timely filed a Notice of Appeal and Petition for Administrative Hearing with the State of Florida Land and Water Adjudicatory Commission (the "Commission"), whereby the applicant appealed the denial of approval by the City; and

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WHEREAS, this cause came before the Commission on May 22, 1990, for consideration of the appeal and the Petition for Administrative Hearing, and the Commission ordered that this matter be forwarded to the Division of Administrative Hearing for assignment of a hearing officer and further proceedings; and

WHEREAS, the Department of Administrative Hearings has concluded its proceedings in this matter and transmitted a recommended order to the Commission.

I. NOW, THEREFORE, THE COMMISSION MAKES THE FOLLOWING FINDINGS OF FACT:

1. The Applicant is Florida-Georgia Venture Group, 402 Clifton Avenue, Holly Hill, Florida 32117, and its authorized agent is Thomas L. Durrance, Managing Partner, 402 Clifton Avenue, Holly Hill, Florida 32117, (904) [REDACTED] Applicant may designate a substitute authorized agent by delivering written notice of the substitution to the City.

2. The legal description of the property comprising the proposed Hunter's Ridge DRI is contained in the attached Exhibit A.

3. When developed in accordance with the conditions imposed by this development order, the Hunter's Ridge DRI:

a. will not have a significant negative impact on the environment and natural and historical resources of the region;

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b. will have a favorable economic impact on the economy of the region by providing new employment and businesses for the residents of the region;

c. will efficiently use water, sewer, solid waste disposal, public school facilities, and other necessary public facilities;

d. will efficiently use public transportation facilities;

e. will favorably affect the ability of people to find adequate housing, reasonably accessible to their places of employment; and

f. will not create an unreasonable additional demand for, or additional use of, energy and complies with other criteria for determining state and regional impacts as the RPC and DCA have deemed appropriate.

4. The proposed Hunter's Ridge DRI is not located in an area of critical state concern designated pursuant to the provisions of Section 380.05, Florida Statutes.

II. THE COMMISSION ADOPTS THE FOLLOWING CONCLUSIONS OF LAW:

1. The proceedings herein have been conducted in compliance with the provisions of Chapter 380, Florida Statutes, and all conditions precedent to the granting of development approval required by Chapter 380, Florida Statutes, have occurred.

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2. The proposed development does not interfere with the achievement of the objectives of any adopted state land development plan applicable to the area ~~XXXXXXXXXXXXXXXX~~
~~XXXXXXXXXX~~

3. The proposed Hunter's Ridge DRI and planned unit development, when developed subject to the conditions imposed by this development order, will be consistent with the City of Ormond Beach Comprehensive Plan and with local land development regulations.

4. The proposed development is in all material respects consistent with the report and recommendations of the RPC submitted pursuant to Section 380.06 (12), Florida Statutes, which have been incorporated in this development order. All modifications or additions to the report and recommendations of the RPC deal with issues of local concern and not of regional concern and will reduce anticipated adverse local or regional impacts of the project.

5. The proposed development is in all material respects consistent with all elements of the Comprehensive Plan of the City of Ormond Beach.

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III. BASED UPON THE FOREGOING THE COMMISSION HEREBY ORDERS
AS FOLLOWS:

1. The DRI/ADA and planned unit development for the Hunter's Ridge DRI hereby are approved subject to the special conditions of development contained in the attached Exhibit B.

2. This development order, together with all exhibits hereto, constitutes the development order pursuant to Section 380.06, Florida Statutes, for the Hunter's Ridge DRI. The DRI/ADA and sufficiency responses filed by the Applicant are incorporated herein by reference, and the proposed development shall be carried out substantially in conformance with the DRI/ADA, except to the extent that the DRI/ADA and the sufficiency responses are inconsistent with the other terms and conditions of this development order. The ADA and sufficiency responses are amended by any inconsistent terms of this development order.

3. The development of the Hunter's Ridge Development of Regional Impact hereby is authorized and approved consistent with this order and the attached exhibits, and subject to the conditions set forth herein and in the attached exhibits.

4. The City Planning Director is designated as the local official responsible for receiving and monitoring the annual reports. The procedures for review of Planned Unit Developments under the City's land development regulations, including R-S Zoning District classification and the Subdivision Regulations, Flood Damage Control, Wetland

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Protection, and Tree Protection and Landscaping Ordinances shall be followed to facilitate compliance and monitoring by the City Planning Director. The provisions of Section 380.06(17), Florida Statutes, shall apply to this development order.

5. This development order shall take effect upon adoption and shall remain in effect for the duration of the development as described in the DRI/ADA and as provided in paragraph III.8. below. The effective date of this development order may be extended by the City upon a showing by the Applicant of excusable delay. In no event shall the effective date of the development order be extended by five or more years, except as provided by Section 380.06(19)(C), Florida Statutes.

6. Pursuant to Section 380.06(18), Florida Statutes, and Rule 9J-2.025, Florida Administrative Code, as amended from time to time, Applicant shall provide an annual monitoring report relating to its activities to the City Planning Director, the RPC, and the DCA on July 1 of each year during the term of this development order, commencing on July 1, 1992. The annual report shall contain all information required by the applicable statutes and regulations, but at a minimum, the following information:

a. A description of any proposed changes to be made in the proposed plan of development, phasing, or in the representations contained in the ADA since the DRI received approval, and any actions (substantial deviation or

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non-substantial deviation determinations) taken by local government to address these proposed changes.

b. A summary comparison of development activity proposed and actually conducted during the preceding calendar year, and projected for the ensuing calendar year, to include: site improvements; dwelling units constructed; gross floor area constructed by land use type; location; and phases with appropriate maps.

c. An identification by location, size, and buyer of any undeveloped tracts of land in the development that have been sold to a separate entity or developers (other than individual single family lots), with map(s) which show the parcel(s) or sub-parcel(s) involved.

d. A description of any lands purchased, leased or optioned by the Applicant adjacent to the original DRI site subsequent to issuance of the development order. Such land, its size, and intended use shall be identified on a site plan and map.

e. An assessment of the Applicant's and the City's compliance with conditions of approval contained in the development order and the commitments which are contained in the ADA and which have been identified by the City, the RPC, or the DCA as being significant.

f. Any known incremental DRI applications for development approval or requests for a substantial deviation determination that were filed in the reporting year and to be filed during the next year.

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g. An indication of a change, if any, in local government jurisdiction for any portion of the development since the development order was issued.

h. A copy of any recorded notice of the adoption of a development order or the subsequent modification of an adopted development order that was recorded by the Applicant pursuant to subsection 380.06(15)(f)1, Florida Statutes.

i. A listing of any significant local, state, and federal permits which have been obtained, applied for, or denied, during this reporting period, and specifying the agency, type of permit, parcel, location(s), and activity for each.

j. A description of any moratorium on development imposed by a regulatory agency specifying the type of moratorium, duration, cause, and remedy.

k. A synopsis of the operating parameters of the potable water, wastewater, and solid waste facilities serving the development area for the preceding year. A copy of any site or quality/quantity analysis performed by the regulatory agencies shall be included where available, along with any violation notices or enforcement action.

l. A listing as required by the RPC of the deed restrictions and/or covenants that were in place for the preceding year.

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m. A description of specific construction plans, design criteria, and planting and maintenance programs for the stormwater treatment system prepared and submitted at the time of permitting review.

n. A description of any changes to the previously reported stormwater plans, design criteria, or planting and maintenance programs.

o. Copies of all regulatory permits issued for work within wetlands.

p. Copies of monitoring reports completed during the previous year on the created wetlands and stormwater/wetland systems.

q. Traffic reports shall be submitted to the Florida Department of Transportation (FDOT) District Office in Deland, as well as to the City of Ormond Beach, Volusia County, the RPC, and to DCA. The first traffic report shall be due at the time of the first annual report, and shall be provided annually until project buildout, unless more frequently specified by the RPC, the City, or the County. The timing of recommended traffic improvements will be based on the information contained in traffic monitoring reports. The following information shall be included:

(1) A description of current development by land use, type, location, and amount of commercial and light industrial square footage, along with the proposed construction schedule for the ensuing 12 month period, and appropriate maps.

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(2) A description of new and/or improved roadways, traffic control devices or other transportation facility improvements to be constructed or provided by the Applicant or specified governmental entities to adequately accommodate the total existing and anticipated traffic demands.

r. A table showing the acreage of the Florida Land Use and Cover Classification System (FLUCCS) categories impacted, preserved, or reserved by the development as of the date of the report.

s. A synopsis of the irrigation systems that have been implemented within the project during the period for which the report is filed, with a chart showing the types of irrigation systems, areas (acreage) served, parties responsible for maintenance, and estimated gallons per year used by water source.

t. A statement certifying that the RPC, the DCA, the City, and all affected agencies have been sent copies of the annual report in conformance with Subsections 380.06(15) and (18), Florida Statutes.

7. Definitions contained in Chapter 380, Florida Statutes, shall control in the construction of this development order. It is understood that any reference herein to any governmental agency shall be construed to mean any future instrumentality which may be created and designated as successor in interest to, or which otherwise possesses any of

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the powers and duties of any referenced governmental agency in existence on the effective date of this Development Order. If the City is a party in any judicial or administrative proceeding to enforce this development order, the Applicant or its successor shall pay the City, if the City prevails, its reasonable attorney's fees and costs of such action. The City shall assist the Applicant in recovering its or the City's attorneys fees and costs from other parties when such fees and costs are authorized by law or contract. The venue for enforcement of this Development Order shall be the Circuit Court of Volusia City, Florida.

8. The Applicant shall commence physical development of the DRI within 5 years from the date of recordation of notice of this development order, and shall complete such development within 20 years thereafter, unless extended by the City. The development order shall terminate as of such completion of development. The commencement and completion dates shall be tolled during any period that the Applicant is prevented from commencing or performing physical development due to state or federal license requirements, moratoria, or judicial or administrative delays beyond the control of the Applicant. Any such tolling shall be subject to Section 380.06(19)(c), Florida Statutes.

9. Unless otherwise stated, the Applicant is responsible for the ongoing maintenance of capital facilities or systems

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described in the special conditions of this development order, and will remain so after the order terminates. However, the Applicant may transfer such responsibilities to City-approved private or governmental entities which assume such responsibilities, provided any such private entity presents reasonably sufficient indicia of solvency and permanence to qualify for this purpose.

10. The Applicant will be responsible for the costs of implementing this Development Order.

11. The ADA, the Hunter's Ridge sufficiency responses and the additional information submitted in writing to the RPC and the City by the Applicant during the review period between October, 1988, and March 16, 1989, are hereby made part of this development order.

12. Copies of all permit applications associated with the Hunter's Ridge DRI shall be submitted to the RPC, for informational purposes, simultaneously with submittal to the appropriate agencies.

13. In the event that any portion or section of this development order is determined to be invalid by a court of competent jurisdiction, the remaining portions or sections of this development order shall remain in full force and effect, if the remaining portions are consistent with the City of Ormond Beach Comprehensive Plan and Development regulations and the requirements of State regulatory agencies.

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14. During its term, this development order constitutes a land development regulation applicable to the property described in Exhibit A and shall run with the land. The term "Applicant" shall include Florida-Georgia Venture Group and its successors-in-interest who perform development activity on the property.

15. Any proposed change to the development approved by this development order which creates a reasonable likelihood of additional regional impact, or any type of regional impact created by the change not previously reviewed by the RPC, shall constitute a substantial deviation and shall cause the development to be subject to further development of regional impact review pursuant to Chapter 380, Florida Statutes.

16. Notice of the adoption of this development order resolution, with a certified copy of this resolution, shall be recorded by the Applicant in accordance with Section 380.06(15)(f), Florida Statutes. The notice of adoption of this development order shall include a legal description of the property covered by this development order, shall state the unit of government which adopted the development order, the date of adoption, the date of adoption of any amendments to the development order, the location where the adopted order with any modifications may be examined, and that the development order constitutes a land development regulation applicable to the property. The recording of this notice shall ^{not} constitute a

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lien, cloud, or encumbrance on real property, or actual or constructive notice of any such lien, cloud, or encumbrance.

17. Local ordinances cited in this development order are incorporated herein by reference.

18. Unless otherwise specified herein, the codes, ordinances, statutes and rules cited in and relied upon in this development order shall be those in effect on the effective date of this development order. Applicant has elected to be bound by the rules adopted pursuant to Chapters 407 and 373, Florida Statutes, in effect at the date of the development order, in accordance with Section 380.06(5)(c), Florida Statutes.

19. Notices required by this development order between the Applicant and the City shall be by certified mail, return receipt requested, and shall be effective upon receipt.

20. The Commission shall transmit a certified copy of this development order by certified mail to the City, the DCA, the RPC, and the Applicant.

DONE AND ORDERED this _____ day of _____, 1990.

Paul R. Bradshaw, Secretary
FLORIDA LAND AND WATER ADJUDICATORY
COMMISSION

RE:433

HUNTER'S RIDGE
PORTION IN ORMOND BEACH, FLORIDA

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A PORTION OF SECTIONS 27, 28 AND 29, TOWNSHIP 14 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: FROM THE NORTHEAST CORNER OF SAID SECTION 27, RUN ON AN ASSUMED BEARING OF SOUTH 87 DEGREES 43 MINUTES 21 SECONDS WEST ALONG THE NORTH LINE OF SAID SECTION 27, BEING THE BEARING BASIS OF THIS DESCRIPTION, A DISTANCE OF 2633.52 FEET TO THE NORTH 1/4 CORNER OF SAID SECTION 27; THENCE SOUTH 88 DEGREES 20 MINUTES 11 SECONDS WEST ALONG THE NORTH LINE OF SAID SECTION 27 A DISTANCE OF 2658.27 FEET TO THE NORTHWEST CORNER OF SAID SECTION 27; THENCE SOUTH 87 DEGREES 27 MINUTES 06 SECONDS WEST ALONG THE NORTH LINE OF SAID SECTION 28 A DISTANCE OF 2645.11 FEET TO THE NORTH 1/4 CORNER OF SAID SECTION 28; THENCE SOUTH 87 DEGREES 26 MINUTES 15 SECONDS WEST ALONG THE NORTH LINE OF SAID SECTION 28 A DISTANCE OF 1230.47 FEET TO A POINT ON A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1953.34 FEET, A CENTRAL ANGLE OF 29 DEGREES 13 MINUTES 52 SECONDS, AND A CHORD BEARING OF SOUTH 01 DEGREES 50 MINUTES 20 SECONDS EAST; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 996.55 FEET; THENCE SOUTH 16 DEGREES 27 MINUTES 16 SECONDS EAST A DISTANCE OF 250.43 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF S.R. 40, A 200 FOOT RIGHT-OF-WAY; THENCE ALONG SAID RIGHT-OF-WAY LINE, RUN NORTH 66 DEGREES 18 MINUTES 14 SECONDS EAST A DISTANCE OF 608.85 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1978.08 FEET AND A CENTRAL ANGLE OF 64 DEGREES 41 MINUTES 53 SECONDS; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 2233.64 FEET; THENCE SOUTH 48 DEGREES 59 MINUTES 52 SECONDS EAST A DISTANCE OF 2292.89 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 1842.08 FEET, A CENTRAL ANGLE OF 21 DEGREES 32 MINUTES 09 SECONDS AND A CHORD BEARING OF SOUTH 59 DEGREES 45 MINUTES 57 SECONDS EAST; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 692.38 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, RUN NORTH 64 DEGREES 58 MINUTES 45 SECONDS EAST ALONG THE NORTHERLY EDGE OF OLD TOMOKA ROAD A DISTANCE OF 454.89 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 425.00 FEET AND A CENTRAL ANGLE OF 26 DEGREES 37 MINUTES 35 SECONDS; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE AND THE NORTHERLY EDGE OF OLD TOMOKA ROAD A DISTANCE OF 197.51 FEET; THENCE ALONG THE NORTHERLY EDGE OF SAID OLD TOMOKA ROAD, RUN SOUTH 88 DEGREES 23 MINUTES 39 SECONDS EAST A DISTANCE OF 1894.05 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 2531.58 FEET, A CENTRAL ANGLE OF 07 DEGREES 57 MINUTES 50 SECONDS, AND A CHORD BEARING OF SOUTH 84 DEGREES 24 MINUTES 44 SECONDS EAST; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 351.88 FEET TO THE WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 27; THENCE NORTH 01 DEGREES 23 MINUTES 08 SECONDS WEST ALONG SAID WEST LINE A DISTANCE OF 667.34 FEET; THENCE NORTH 88 DEGREES 11 MINUTES 00 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 27 A DISTANCE OF 1322.59 FEET TO THE EAST 1/4 CORNER OF SAID SECTION 27; THENCE NORTH 01 DEGREE 31 MINUTES 25 SECONDS WEST ALONG THE EAST LINE OF SAID SECTION 27 A DISTANCE OF 2651.68 FEET TO THE POINT OF BEGINNING.

VALID WITH
SIGNATURE &
EMBOSSED SEAL
ONLY

EXHIBIT "A"

TOGETHER WITH A PORTION OF SECTION 23, TOWNSHIP 14 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS; FROM THE NORTHEAST CORNER OF SAID SECTION 27 RUN NORTH 01 DEGREES 47 MINUTES 18 SECONDS WEST ALONG THE WEST LINE OF SAID SECTION 23 A DISTANCE OF 1706.59 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID LINE, RUN NORTH 87 DEGREES 28 MINUTES 40 SECONDS EAST, PARALLEL WITH THE SOUTH LINE OF SAID SECTION 23 A DISTANCE OF 4319.06 FEET; THENCE NORTH 01 DEGREES 53 MINUTES 26 SECONDS WEST A DISTANCE OF 900.47 FEET; THENCE NORTH 87 DEGREES 41 MINUTES 20 SECONDS EAST A DISTANCE OF 969.34 FEET TO THE EAST LINE OF SAID SECTION 23; THENCE NORTH 01 DEGREE 53 MINUTES 26 SECONDS WEST ALONG THE EAST LINE OF SAID SECTION 23 A DISTANCE OF 30.00 FEET TO THE EAST 1/4 CORNER OF SAID SECTION 23; THENCE NORTH 01 DEGREE 56 MINUTES 28 SECONDS WEST ALONG THE EAST LINE OF SAID SECTION 23 A DISTANCE OF 119.25 FEET; THENCE DEPARTING SAID LINE, RUN SOUTH 88 DEGREES 19 MINUTES 45 SECONDS WEST A DISTANCE OF 157.43 FEET; THENCE NORTH 01 DEGREE 56 MINUTES 28 SECONDS WEST A DISTANCE OF 2515.40 FEET TO THE NORTH LINE OF SAID SECTION 23; THENCE SOUTH 87 DEGREES 52 MINUTES 19 SECONDS WEST ALONG THE NORTH LINE OF SAID SECTION 23 A DISTANCE OF 2482.04 FEET TO THE NORTH 1/4 CORNER OF SAID SECTION 23; THENCE SOUTH 87 DEGREES 52 MINUTES 21 SECONDS WEST ALONG THE NORTH LINE OF SAID SECTION 23 A DISTANCE OF 2639.94 FEET TO THE NORTHWEST CORNER OF SAID SECTION 23; THENCE SOUTH 01 DEGREE 47 MINUTES 18 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION 23 A DISTANCE OF 2652.93 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 23; THENCE SOUTH 01 DEGREE 47 MINUTES 18 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION 23 A DISTANCE OF 946.33 FEET TO THE POINT OF BEGINNING.

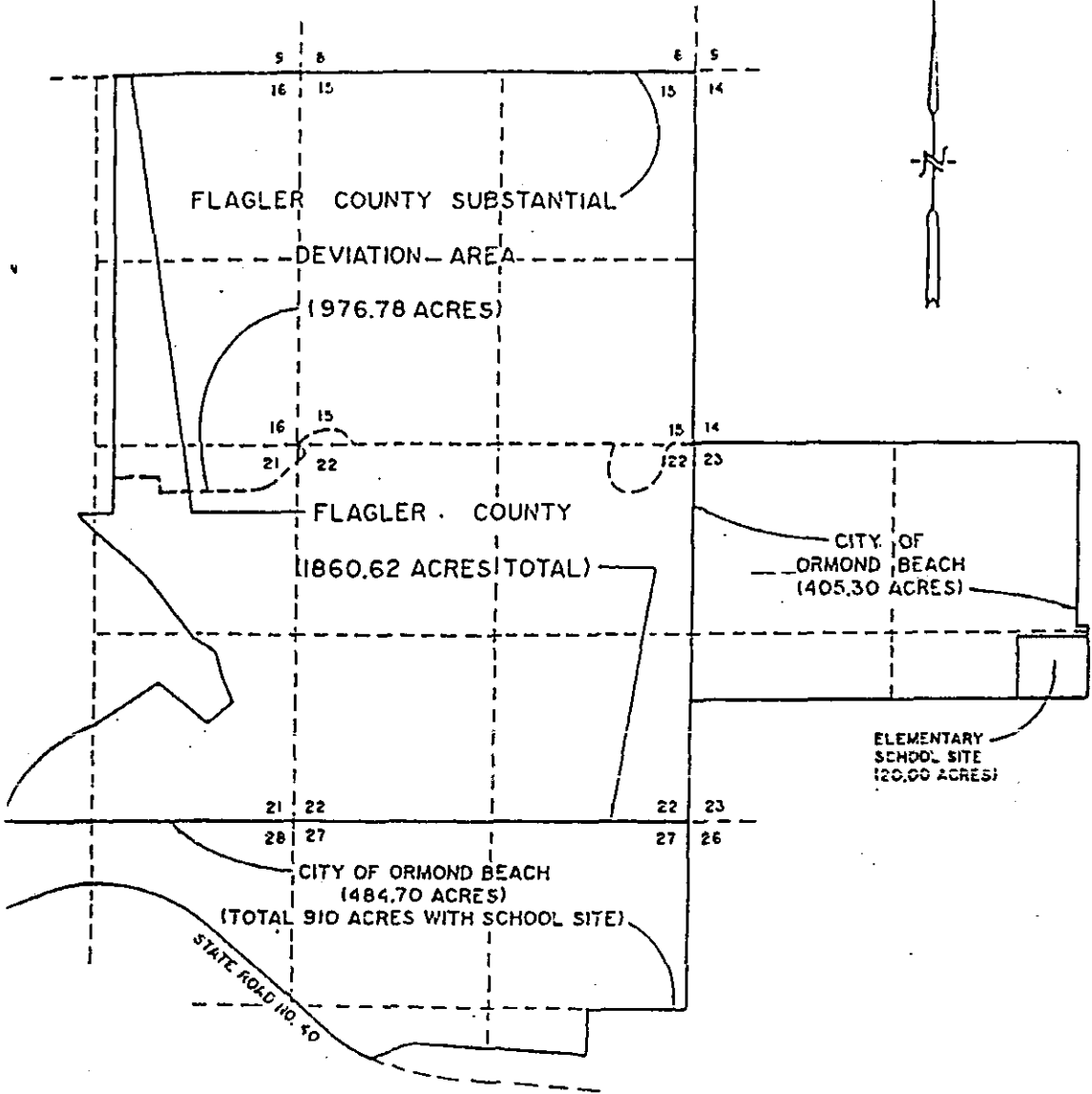
CONTAINING 890.0 ACRES.

TOGETHER WITH THE PROPOSED ELEMENTARY SCHOOL SITE IN SECTION 23, TOWNSHIP 14 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: FROM THE EAST 1/4 CORNER OF SAID SECTION 23 RUN SOUTH 01 DEGREE 53 MINUTES 26 SECONDS EAST ALONG THE EAST LINE OF SAID SECTION 23 A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 01 DEGREE 53 MINUTES 26 SECONDS EAST ALONG SAID EAST LINE A DISTANCE OF 896.90 FEET; DEPARTING SAID EAST LINE, RUN SOUTH 87 DEGREES 28 MINUTES 40 SECONDS WEST, PARALLEL WITH THE SOUTH LINE OF SAID SECTION 23, A DISTANCE OF 969.37 FEET; THENCE NORTH 01 DEGREE 53 MINUTES 26 SECONDS WEST, PARALLEL WITH THE EAST LINE OF SAID SECTION 23 A DISTANCE OF 900.47 FEET; THENCE NORTH 87 DEGREES 41 MINUTES 20 SECONDS EAST A DISTANCE OF 969.34 FEET TO THE POINT OF BEGINNING.

CONTAINING 20.0 ACRES.

PREPARED BY SLIGER AND ASSOCIATES, INC. (90-3985).

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LOCATION SKETCH ONLY
NOT A BOUNDARY SURVEY

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SPECIAL CONDITIONS

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NOTE: Citations to the RPC list of Applicant commitments
will appear after each topic heading.

Exhibit "B"

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SPECIAL CONDITIONS

1.0 AIR QUALITY (RPC # 42, 43, 44, 45)

GOAL: To maintain a standard of high air quality.

The Applicant shall conduct construction activities in a manner which will reasonably protect the air quality on the project site. Additionally, the following air quality standards shall apply during buildout of the project:

1.1 Air modeling shall be accomplished using guidelines for indirect sources adopted by the FDER or, if none are adopted, using a methodology to be agreed upon by the City of Ormond Beach, Flagler County, Volusia County, the FDER, and the East Central Florida Regional Planning Council.

1.2 If the air modeling specified above results in any predictions of one hour or eight hour carbon monoxide (CO) concentrations at or above the Federal and State Standards, then ambient air monitoring for CO will be conducted at an appropriate location(s) to be determined by the City of Ormond Beach, Flagler County, Volusia County, FDER and the East Central Florida Regional Planning council. This monitoring will meet all applicable State and Federal standards for CO monitoring including season, location, duration, instrumentation, quality control and quality assurance.

1.3 Should the air monitoring specified above indicate that a violation of Florida Ambient Air Quality (FAAQ) standards has occurred, and the modeling indicates that ten percent or more of the CO is attributable to project traffic, then the Applicant shall pursue one or any combination of the following until modeling indicates that the FAAQS will be achieved:

- - not commence the next development or monitoring phase as described in condition 1.4 below,
- - participate in cost-sharing of roadway improvements,
- - implement an active Transportation Systems Management (TSM) program.

1.4 Should the traffic modeling/monitoring specified in Condition 11.7 indicate that the traffic study presented in the ADA has underpredicted traffic volumes by fifteen percent or more at any adversely impacted intersection where the project contributes a significant amount of traffic, then another air quality modeling study of CO shall be performed at these intersections by the Applicant with results furnished to the City of Ormond Beach, Volusia County, Flagler County, the Florida Department of Environmental Regulation and the East Central Florida Regional Planning Council.

1.5 The Applicant shall comply with all existing and future Ormond Beach and Volusia County Codes and ordinances related to preservation of air quality.

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2.0 LAND RESOURCES

(RPC #22, 27, 30)

GOAL: Protect and preserve land resources.

The Applicant shall develop the project and conduct construction activities in a manner to reasonably best utilize and prevent adverse impacts on the land resources. Accordingly, the following standards and practices shall apply:

2.1 The project's site design shall be based on the official FEMA Flood Insurance Rate Maps (FIRM) unless the following exceptions become applicable:

A. FEMA approval of flood boundary modifications to resolve inconsistencies between the Volusia and Flagler County maps; and

B. Prior to any development beyond that approved in the Preliminary Development Agreement, the HEC II analysis shall be provided to the satisfaction of Flagler County and the City of Ormond Beach. At a minimum, the analysis must include consideration of an established, appropriate, known base-flood elevation, such as, at the confluence of the Little Tomoka and Tomoka Rivers, or other historically documented gauging station within the downstream watershed, agreeable to Flagler County and the City of Ormond Beach. The analysis shall also include all contributing on-site and

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off-site watersheds including swales, ditches, and connecting wetlands including Hull Swamp, as well as Hull Creek and the Little Tomoka River. The new analysis shall be based on one foot contours.

The assumptions and results of this new analysis will be submitted to FEMA for review and consideration prior to acceptance of a new 100-year floodplain designation.

The development of Hunters Ridge will be based on the results of the new floodplain analysis as it relates to Development Order conditions or local government ordinances tied to this issue. The results of this analysis shall be submitted to Flagler County, the City of Ormond Beach, Volusia County, FEMA, the NEFRPC and the ECFRPC. If the results of this analysis indicate the existence of wetlands not originally indicated in the Application for Development Approval, the local government with jurisdiction may, at its discretion, reduce the residential density of the project.

2.2 In addition to the foregoing, the project site design shall be based on the following requirements:

A. The Applicant shall comply with all Ormond Beach Subdivision and Surface Water Management Control and Wetland Protection Ordinances for that portion of the project in Ormond Beach. The developer will prepare a LOMR based upon 1' contour intervals and will establish base flood elevations for the total site, including all on-site floodplains whether

connected to Hull Creek or isolated. The revised analysis and LOMR application and mapping shall be reviewed by a qualified professional prior to City's acceptance for transmittal to FEMA. Once a LOMR is approved, this flood mapping shall serve as the basis for final holding capacity calculations to determine project densities. No local government development permits, (i.e., subdivision plat or building permit, except as provided for in the PDA) shall be issued for this project until the approved LOMR outlined above is provided to the City of Ormond Beach.

B. The Applicant, at Applicant's expense, shall be responsible for establishing the limits of the 100-year Flood Zones and certain elevations therein. Such studies shall be reviewed by the City Engineer prior to its submittal to FEMA.

C. The minimum finished occupied floor elevation shall not be less than 2 feet above the limits of the 100-year Flood Zone as established pursuant to the procedures set for above, or 2 feet above the crown of the road, whichever is greater.

2.3 The Applicant shall be responsible for implementing measures identified in the DRI/ADA Submittal documents prior to and during construction activities on the project site to ensure that sedimentation and/or erosion problems are not created in receiving wetlands or other water bodies.

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2.4 Grassed/vegetated swales, other at-source stormwater treatment practices and other suitable mechanisms shall be employed to the greatest practicable extent in order to provide pretreatment of stormwater runoff prior to its discharge into the stormwater retention/detention ponds.

2.5 Oaks or other hardwood plant species, shall be planted and maintained in buffers and common areas to enhance the quality of wildlife habitat on the project.

2.6 The Applicant shall comply with all Ormond Beach land development regulations, including the City's Tree Protection and Landscaping Ordinances for that portion of the project within the City.

2.7 All wetlands shall be identified and dedicated to an appropriate public agency or HOA with appropriate conditions and covenants and a conservation easement providing for City enforcements if necessary for protection before the recording of a plat for the land area containing the wetland.

3.0 VEGETATION AND WILDLIFE (RPC #4,5,7,8,9,10,28,29,35 and 56)

GOAL: Protect and preserve wildlife, hardwood trees and other vegetation.

The Applicant shall develop the project and conduct such construction activities as approved by the City of Ormond Beach in a manner to maximize protection of natural vegetation, wetland areas and wildlife on the project site..

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3.1 To minimize dependence on ground irrigation and to promote retention of wildlife habitat, native hardwood vegetation shall be utilized in landscaping to the maximum extent possible. Ecologically viable portions of natural upland plant communities should be preserved and maintained in their original state (at least fifty percent of the required open space) to the greatest extent possible.

3.2 Oaks or similar hardwood plant species shall be planted and maintained in buffers and common areas to enhance the quality of wildlife habitat on the project.

3.3 The Applicant shall comply with the City's land development regulations, including but not limited to, the tree preservation and landscaping ordinances.

3.4 Site development related activities shall not result in the harming, pursuit or harassment of wildlife species classified as endangered, threatened or a species of special concern by either the State or Federal governments in contravention of applicable State or Federal laws. Should such endangered, threatened or species of special concern be determined to be residing on, or be otherwise significantly dependent upon the project site, the developer shall cease all activities and immediately notify both the Florida Game and Fresh Water Fish Commission, and the United States Fish and Wildlife Service and the development shall undergo substantial deviation review in order to proceed to develop. Proper protection and habitat management, to the satisfaction of all applicable agencies, shall be provided by the developer.

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"Harming" and "Harassment" as used in this recommendation shall be defined in the same manner as "Harm" and "Harass" respectively are defined in 50 CFR Section 17.3.

3.5 The Applicant shall convey the lands enumerated (hereafter "Conservation Lands") in the Joint Stipulation dated December 6, 1990, (which is attached and incorporated herein as Exhibit B-B) and entered into by and among the Florida Audubon Society, the City of Ormond Beach, Flagler County, and the Applicant, in a manner consistent with said Joint Stipulation.

A. The Conservation Lands shall be used and managed exclusively for the maintenance, preservation, and restoration of the native upland and wetland ecosystems historically existent on the Conservation Lands and used for compatible environmental educational activities (hiking, birdwatching, nature study, fishing, and like activities that do not require the construction of facilities otherwise prohibited by a conservation easement).

B. Any development activities, waste disposal, excavation, filling, well drilling, construction, (other than the excavation and filling necessary to restore the natural hydroperiod of the area and limited construction of environmental educational facilities such as nature trails and boardwalks) shall be strictly prohibited.

C. The use, or possession, of off road vehicles, such as all terrain vehicles, swamp or dune buggies, by members of the public will be strictly prohibited on the Conservation Lands.

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D. The hunting rights to the Conservation Lands shall be retained by the Applicant, its successors and assigns, for deer and feral hogs only. Otherwise, hunting shall be prohibited.

E. The Applicant shall retain the right to conduct equestrian activities on the Conservation Lands in a manner approved by the St. Johns River Water Management District.

F. To the extent permitted by the future grantees of the Conservation Lands, the Applicant shall assist, at its own expense with regard to the use of manpower and equipment, with certain environmental restoration activities necessary to reestablish a more natural hydroperiod on the Conservation Lands. The objective of this restoration shall be the elimination of drainage provided by all of the ditches that have been constructed through the Conservation Lands. This program will involve the installation of water control structures in existing ditches including, without limitation, the Hull Cypress Swamp Ditch, so that the current overdrainage of the area is reversed. Within six (6) months after the final action by the Florida Land and Water Adjudicatory Commission on this appeal, or within six (6) months after the issuance of a development order by the City of Ormond Beach or Flagler County for the project, or any portion thereof, (whichever occurs later) the Applicant shall assist the St. Johns River Water Management District, and as

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may be permitted by the future grantees of the Conservation Lands in the completion of a plan for the restoration of the natural hydroperiod in the Conservation Lands. Within one (1) year after the completion of this plan, the Applicant shall assist the St. Johns River Water Management District with completion of the construction elements of the plan as may be permitted by the future grantees of the Conservation Lands. The Applicant shall provide, at its own expense, manpower and earth moving machinery to plug ditches, breach levees or fill berms, and all other physical earth moving work necessary to implement the restoration plan developed in conjunction with the St. Johns River Water Management District. This plan, generally, shall:

(i) provide for the plugging, or installation of water control structures in the Hull Cypress Swamp Ditch, to restore the hydroperiod of the Hull Cypress Swamp;

(ii) create openings in the fill berm along the Hull Cypress Swamp Ditch to reflood the wetland strand that exists parallel to the ditch, and divert the flow of the ditch through the wetland area in the strand adjacent to the ditch;

(iii) plug or install water control structures in all other manmade canals or ditches on the property as may be necessary to restore the historical hydroperiod.

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G. Any delay in the authorization or completion of work to restore the hydroperiod beyond the time frames specified above that may be occasioned by the future landowners, environmental permitting requirements, or other unforeseen events, shall not relieve the Applicant of the obligation to provide manpower and earth moving equipment to conduct the work specified above.

H. Any timber interests retained by the Applicant in the Conservation Lands shall be for limited silvicultural purposes relative to the harvest of pine trees. It is anticipated, and the Applicant agrees, that the hydroperiod restoration required under this condition will result in major portions of Parcel "B" of the Conservation Lands undergoing transition to a wetland state that will no longer facilitate the cultivation and harvest of pine. The Applicant may continue to exercise pine timber management and harvest on the property once the natural hydroperiod is restored, under a plan which is acceptable to the St. Johns River Water Management District, Flagler County, and the City of Ormond Beach, and which plan is designed to limit pine silvicultural practices to only those compatible with the restored hydroperiod of the area, and which plan provides a maximization of wildlife benefits, as determined by the St. Johns River Water Management District.

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I. The Appliant shall be entitled to claim "Mitigation Credits" for that part of the hydroperiod restoration work required by this Condition 3.5. and performed in Volusia County, in order to offset any mitigation requirement arising from the construction of the Hunter's Ridge DRI, but only to the extent allowable under the City of Ormond Beach land development regulations in effect at the time of application for final development approval of any portion of the project.

J. Impact fee credits for "Conservation Lands" will be awarded on a full-value basis, not to exceed the amount of applicable impact fees or the total value of such lands for conservation use based on an MAI appraisal to be submitted by the Applicant, whichever is less.

3.6 Unavoidable losses of viable wetlands shall be mitigated through restoration of wetlands, creation of wetlands or preservation of functional wetlands, and/or uplands adjacent to wetlands, within the same watershed and in accordance with adopted rules and policies of the City of Ormond Beach and the St. Johns River Water Management District. Wetlands to be created or uplands to be retained as mitigation, shall, to the greatest practical extent, be located coterminously with one or more major habitat areas to be preserved so as to provide a continuity or expansion of natural habitat areas. Detention ponds, preservation of viable on-site wetlands, lakes or open water areas shall not be acceptable for wetland mitigation.

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However, the restoration of severely stressed wetlands and littoral zones created around detention ponds and lakes may qualify as newly created wetlands for mitigation purposes. The wildlife corridor and other specific preservation areas already defined by the PDA shall not be eligible for inclusion toward Upland Mitigation Credit for wetland impacts. Any approved upland mitigation credits shall apply to non-preservation uplands not previously specified at a minimum ratio of 4:1 (4 acres of upland preserved for one acre of wetlands impacted). Such areas shall be deed restricted and conveyed in perpetuity to an HOA or appropriate public agency.

3.7 In addition to the requirements of Condition 3.5, the on-site wetlands systems of Hull Swamp and its associated upland wildlife corridor and buffers, the Hull Swamp canal, and the Little Tomoka River and its associated buffer, shall be regarded as preservation areas for the purpose of protecting their natural attributes. These areas may be used for minor walkways and their appurtenances or for the road crossings of the canal. Other construction, vegetation removal, fencing, mowing or development activities which would reduce the effectiveness or character of these buffers shall not be allowed. These areas are identified in the Conceptual Development Plan attached hereto as Exhibit C. The portions in Ormond Beach may be conveyed in perpetuity to an appropriate public agency or to an HOA, provided that there is a conservation easement that would enable the City to enforce covenants and restrictions. Any Association formed to preserve,

maintain and supervise the wetlands on-site shall only be empowered to the extent of the conditions of approval of the development order and shall work cooperatively with all public agencies. In the event of any conflict between this Condition, or Condition 3.8, and Condition 3.5, the provisions of Condition 3.5 shall control.

3.8 An upland buffer of native vegetation averaging 100' wide but no less than 50' wide shall be retained landward of the wetland jurisdictional line on both sides of the Little Tomoka River. Use of these buffers shall be limited to nature trails and other passive recreation uses and components of the stormwater management system and the portions of these areas in Ormond Beach shall be conveyed to a public agency or HOA as described in Condition 3.7 above. The use of pesticides, herbicides, or fertilizers shall be prohibited in these buffers and the wetlands they protect.

3.9 Buffer areas of native upland vegetation averaging 50 feet wide, but no less than 25 feet wide, shall be retained around all regionally significant wetlands (those that are FDER jurisdictional or 5 acres or more in size or which provide significant habitat for classified wildlife species). These buffer areas shall be dedicated as conservation easements in favor of the City of Ormond Beach, and may be platted as common or lot areas. The use of pesticides, herbicides or fertilizers shall be prohibited in these buffers. Clearing and maintenance within these buffer areas shall be limited to selective hand clearing and underbrushing practices. These buffer areas may be enhanced, however, by the planting of hardwood trees.

3.10 The Applicant shall consider redesign of the master development plan to provide for the protection of xeric oak communities. In areas where the applicant cannot preserve the xeric community, the applicant shall undertake sound silvicultural management practices and transplant the xeric community to a suitable location to establish a habitat commensurate with the existing conditions.

3.11 The minimum distance between the edge of each stormwater retention/detention pond and adjacent wetlands shall be 200 feet, unless the St. Johns River Water Management District accepts tests, calculations or other information furnished by the Applicant through the District's permitting process which clearly demonstrates that deviation from the 200 foot distance would not degrade the wetlands in any way. This buffer shall be landscaped with hardwood trees where appropriate. Whenever a DRA/DDA is allowed contiguous to or within 25' of a wetland identified on Figure 16-1 of the ADA, the depth of such excavation shall not be more than 6" below the seasonal high water elevation, except to provide for a sediment sump in accordance with SJRWMD rules (FAC 40C-4) or other exemption from such provision as approved by all applicable regulatory agencies.

3.12 The on-site wetlands system, other conservation tracts, and on/off site mitigation areas shall be regarded as preservation areas for the purpose of protecting their natural attributes and shall have developmental uses prohibited, except

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as permitted herein, and these areas shall be conveyed to an HOA or public agency with a conservation easement in favor of the City of Ormond Beach. Dedication and conveyance of wetlands shall occur at the time the applicant determines the legal description for those areas, but prior to construction in areas adjacent to those areas.

3.13 Roadway designs in wetland areas will provide for the capture and diversion of stormwater runoff from roadway surfaces in wetland areas to upland stormwater retention/detention ponds for treatment prior to discharge to receiving water bodies.

3.14 All wetlands 1/2 acre or greater in areal extent shall not be impacted or otherwise altered without applicable City, state, and federal permits. In addition, the Applicant shall comply with the wetland protection and stormwater management requirements of Volusia County, Flagler County, City of Ormond Beach, applicable state agencies, and aforementioned regional planning council stipulations, whichever is most restrictive. SJRWMD, DER, and ACOE jurisdictional wetland surveys and NW 26 permits shall be submitted in conjunction with requests for subdivision plat approvals for purposes of providing legal descriptions and implementing the plans and conveyances noted above. As a general guideline, wetlands delineations for the areas shall involve at least two of the three parameters (vegetation, soils, hydrologic indicators) commonly employed for that task. For example, a site with hydric soils and a

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predominance of hydrophytic vegetation would be a wetland, whereas the presence of hydric soils without a dominance of plants typically adapted for life in saturated soil conditions would not indicate a wetland.

4.0 HISTORICAL AND ARCHAEOLOGICAL SITES

(RPC #6)

GOAL: Protect and preserve historical and archaeological sites.

4.1 Project construction personnel shall be notified, through posted advisories or other methods, of the potential for artifact discoveries on the site and to report suspected findings to the project manager. In the event of discovery of artifacts of historical or archaeological significance during project construction, the Applicant shall stop construction at the site of discovery and immediately notify the City of Ormond Beach, the Regional Planning Council, and the Division of Historic Resources of the Florida Department of State. From the date of notification, construction shall be suspended within a 100 foot radius of the site of discovery for a period of up to 120 days to allow evaluation of the site. The applicant and any subsequent owner/developer or assignee shall be subject to all conditions determined by the Division of Historic Resources and the City of Ormond Beach.

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5.0 EDUCATION (RPC # 16,17 and 36)

GOAL: Provide educational sites and facilities; minimize tax acts.

5.1 The Applicant shall donate the reserved school site to the Volusia County School Board upon notice that the site is needed to construct a school. The site shall not be located within the 100-year floodplain unless approved by the Volusia County School Board.

5.2 As the Applicant has indicated in the DRI/ADA, all finished floor slab elevations shall be a minimum 2.0 feet above the 100-year flood elevation or the crown of the road, whichever is higher.

5.3 All donations by Applicant of land for educational purposes and all construction by Applicant of educational facilities or contributions by Applicant for construction shall be entitled to credits against any required educational impact fees, but shall not be made retroactive to development that may have occurred prior to the establishment of such fees.

5.4 Sidewalks, bike paths, nature trails or other means of pedestrian access, separated from driving lanes, shall be provided throughout the project for access to school and park sites.

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6.0 WASTEWATER MANAGEMENT (RPC # 11,13,32 and 38)

GOAL: Make adequate provision for wastewater management facilities needed to accommodate the impacts of the development; minimize tax impacts.

6.1 Flagler County and the City of Ormond Beach shall seek to enter into an interlocal agreement for the City to provide wastewater treatment service and treated effluent for reuse irrigation to the Flagler County portion of the project prior to the issuance of any structural building permit for that portion of the project. Failure to enter into this agreement within 12 months after the effective date of this development order for this project

(by either Flagler County or the City of Ormond Beach) shall allow the Applicant to seek alternative means of addressing the wastewater treatment issue, in the Flagler County portion, including the construction of a private plant. Development shall occur concurrent with adequate central wastewater treatment service.

6.2 Treated wastewater effluent shall be the primary source of irrigation water for Hunter's Ridge, in accordance with the rules and policies of the St. Johns River Water Management District and the Florida Department of Environmental Regulation. Stormwater management ponds shall be the secondary source of irrigation water, with shallow wells as a tertiary source only. The Floridan aquifer shall not be used for irrigation on Hunter's

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Ridge. The pumps, lines and other equipment used for irrigation and for make-up water in the re-use systems will be maintained by the City of Ormond Beach in the Ormond Beach portion of the site or for all of Hunter's Ridge if Flagler County and the City of Ormond Beach enter into an interlocal agreement to do so.

6.3 The Applicant shall monitor the shallow groundwater at locations down gradient of any spray irrigation or other wastewater disposal areas, with the principal parameters being measured to include nutrients and coliform bacteria. Disposal operations will be adjusted to maintain levels within established state and federal standards. The proposed sampling frequency, method(s) and locations must be approved by the St. Johns River Water Management District and the Florida Department of Environmental Regulation prior to use of the selected effluent disposal methods on the project site.

6.4 All wastewater treatment facilities shall be located outside of the 100-year floodplain (Zone A) as identified by the Federal Emergency Management Agency unless adequate floodproofing measures have been undertaken. Any and all pump stations located within the project boundaries shall be designed so that all electrical and mechanical equipment shall be protected from physical damage by the 100-year flood.

6.5. Other than the regional wastewater treatment plant site offered by the Applicant, all construction by Applicant of wastewater treatment facilities or main trunk lines by Applicant

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shall be entitled to credits against any required wastewater facilities impact fees in accordance with the West Ormond Utilities Ordinance.

7.0 DRAINAGE RPC #21,23,24,25,26,27,28,30,31,33, 35,36,37,38 and 56)

GOAL: Provide safe, efficient drainage and stormwater management facilities; maximize wetland protection; prevent degradation of water quality to onsite and offsite wetlands and other water bodies.

7.1 The project's site design shall be based on the official FEMA Flood Insurance Rate Maps (FIRM) unless the following exceptions become applicable:

A. FEMA approval of flood boundary modifications resolve inconsistencies between the Volusia and Flagler County maps; and

B. Prior to any development beyond that approved in the Preliminary Development Agreement, the HEC II analysis shall be provided to the satisfaction of Flagler County and the City of Ormond Beach. At a minimum, the analysis must include consideration of an established, appropriate, known base-flood elevation, such as, at the confluence of the Little Tomoka and Tomoka Rivers, or other historically documented gauging station within the downstream watershed, agreeable to Flagler County and the City of Ormond Beach.

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The analysis shall also include all contributing on-site and off-site watersheds including swales, ditches, and connecting wetlands including Hull Swamp, as well as Hull Creek and the Little Tomoka River. The new analysis shall be based on one foot contours.

The assumptions and results of this new analysis will be submitted to FEMA for review and consideration prior to acceptance of new 100-year floodplain designation.

The development of Hunters Ridge will be based on the results of the new floodplain analysis as it relates to Development Order conditions or local government ordinances tied to this issue. The results of this analysis shall be submitted to DER, Flagler County, the City of Ormond Beach, Volusia County, FEMA, the NEFRPC and the ECFRPC. If the results of this analysis indicate the existence of wetlands or 100-year floodplains not originally indicated in the Application for Development Approval, the local government with jurisdiction may, at its discretion,, reallocate the residential density of the project.

C. Where there is a discrepancy between the floodplain map approved by FEMA and the floodplain analysis of the City Engineer, the most restrictive shall apply and FEMA shall be appraised of the difference. The developer, at his cost, shall provide all necessary data to FEMA for their review.

7.2 In addition to the foregoing, the project site design shall be based on the following requirements:

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A. The Applicant shall comply with all City of Ormond Beach land development regulations, including Subdivision, Wetland and Flood Control Ordinances for that portion of the project in Ormond Beach.

B. The Applicant, at Applicant's expense, shall be responsible for establishing the limits of the 100-year Flood Zones and certain elevations therein. The 100-year floodplain study shall be conducted by an expert acceptable to the City of Ormond Beach and subject to the review and approval of the City Engineer.

C. Minimum finished occupied floor elevation shall not be less than 2 feet above the limits of the 100-year Flood Zone as established pursuant to the procedures set forth above, or 2 feet above the crown of the road, whichever is higher. The basis for these determinations shall be the amended flood zone map as approved under Condition 7.1 above.

7.3 Sites for the creation of compensatory storage volume commensurate with any flood storage volume lost as a result of development activities (including roadways) in the 100-year floodplain shall be located near (above or below) the 100-year flood limit in order to provide for effective storage volume within the floodplain, but shall not be located within land areas identified for preservation purposes, as wildlife corridors, or as being within the jurisdictional limits of regulatory agencies, except for the purpose of providing pretreated stormwater storage

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capacity. Calculations shall be based on the amended flood zone map in accordance with Condition 7.1 above.

7.4 Failure of any portion of the permitted stormwater management plan shall not be justification for additional alteration of wetlands whether protected, viable, transitional or altered.

7.5 Stormwater discharges leaving the Hunter's Ridge site after development shall not exceed predevelopment rates in terms of peak flow rates and velocity. Stormwater volume shall be monitored by the developer on an annual basis and the results shall be submitted to SJRWMD, ECFRPC, City of Ormond Beach and DCA.

7.6. All proposed stormwater treatment structures with the exception of outfall spreader structures shall be placed landward of the normal high water elevation (100-year floodplain).

7.7 The Applicant shall be responsible for implementing measures identified in the DRI/ADA Submittal documents prior to and during construction activities on the project site to ensure that sedimentation and/or erosion problems are not created in receiving wetlands or other water bodies.

7.8 The minimum distance between the edge of each stormwater retention/detention pond and adjacent wetlands shall be 200 feet, unless the St. Johns River Water Management District accepts tests, calculations or other information furnished by the Applicant through the District's permitting process which clearly

demonstrate that deviation from the 200 foot distance would not degrade the wetlands in any way. This buffer shall be landscaped with hardwood trees where possible.

7.9 Grassed/vegetated swales, other at-source stormwater treatment practices and other suitable mechanisms shall be employed to the greatest practicable extent in order to provide pretreatment of stormwater runoff prior to its discharge into the stormwater retention/detention ponds.

7.10 In order to effectively monitor the project's effects on surface water conditions, the Applicant or its successors shall provide for the establishment and operation of a surface water and wetland biological monitoring program consisting of the following components:

A. Surface water samples shall be collected at the following locations:

1. At the ten (10) stations and four (4) additional stations depicted in Revised Exhibit 15.A1 in the Second Information Request Response to the DRI/ADA;
2. At the SR 40 bridge crossing on the Little Tomoka River upstream of the project site;
3. At the outfall weirs of stormwater retention/detention ponds of two or more stormwater management ponds adjacent to wetlands; and
4. At other sites as identified by the St. Johns River Water Management District.

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B. Biological monitoring activities, including shallow ground water levels, shall be undertaken at the following locations for the purpose of evaluating wetland biological productivity and condition:

1. Near sampling stations HC1, HC2, HC3, PLS1;
2. The 624 wetlands strand west of the powerline in Section 22.

C. Water quality samples and flow measurements shall be collected at least four times annually on a seasonal basis from the earliest possible date prior to project construction to at least four years after construction buildout. Wetland assessments shall be done at least annually beginning before construction and continuing for at least four years after buildout.

D. Water quality and wetland biological parameters to be measured shall be determined by the St. Johns River Water Management District based on input from the following agencies. Within 30 days after the effective date of the last development order for the Hunter's Ridge project, the Applicant shall submit the details of a proposed water quality and wetland monitoring program to the Department of Community Affairs, Northeast Florida Regional Planning Council, East Central Florida Regional Planning Council, Florida Department of Environmental Regulation (FDER), St. Johns River Water Management District (SJRWMD), Department of

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Natural Resources, Flagler County, Volusia County and the City of Ormond Beach for review and comment with recommendations being submitted to the SJRWMD. The monitoring program shall be incorporated into the development order for the Hunter's Ridge project prior to any development within the project boundaries. Quarterly reports and cumulative annual reports shall be submitted to reviewing agencies within 15 days of receipt from the laboratory. Reviewing agencies shall reserve the right to recommend changes in sampling locations, parameters, and frequencies if warranted. However, the selected parameters shall be sufficient to provide a determination of water quality and wetland conditions, changes, and possible sources of contamination if such are discovered. Collected data shall be furnished to the jurisdictional local governments and the St. Johns River Water Management District.

E. If it is the opinion of the St. Johns River Water Management District that site development has caused the degradation of water or wetland quality and quantity, then the applicant shall take positive steps to correct or mitigate this degradation. Any wetland mitigation shall be accomplished consistent with other conditions of this order and applicable regulatory programs and shall be implemented through the subdivision review and approval process.

7.11 The Applicant shall incorporate additional water quality treatment methods into the project's surface drainage system to correct or mitigate any degradation if the measures implemented by the Applicant are found to adversely impact water quality conditions on and downstream of the project site.

7.12 Roadway designs in wetland areas will provide for the capture and diversion of stormwater runoff from roadway surfaces in wetland areas to upland stormwater retention/detention ponds for treatment prior to discharge to receiving water bodies.

7.13 As the Applicant has indicated in the DRI/ADA, all finished floor slab elevations shall be a minimum 2.0 feet above the 100-year flood elevation or the crown of the road. The donated school areas should not be located within designated wetlands or 100-year flood zones approved by the School Board.

7.14 Any transfer of title to any property within the project which is within the 100-year flood zone area shall be accompanied by a disclosure stating that the property in question is located within a 100-year flood area.

7.15 All wastewater treatment facilities shall be located outside of the 100-year floodplain (Zone A) as identified by the Federal Emergency Management Agency unless adequate floodproofing measures have been undertaken. Any and all pump stations located within the project boundaries shall be designed so that all electrical and mechanical equipment shall be protected from physical damage by the 100-year flood.

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7.16 The Applicant shall comply with the wetland protection and stormwater management requirements of Volusia County, Flagler County, City of Ormond Beach, applicable state agencies, and aforementioned regional planning council stipulations, whichever is most restrictive. Surface water management plans for development in Flagler County shall be submitted to the City Engineer for his review and comment at the same time they are submitted to Flagler County. If possible, an interlocal agreement should be entered into to provide for the more restrictive of the City's or the County's conditions to prevail. In any case, the City's review and comments shall be considered by the County and all regulatory agencies.

8.0 WATER SUPPLY (RPC # 12,14,32 and 39)

GOAL: Make adequate provision for the potable water needs and facilities required to accommodate the impacts of the development; minimize impacts on ground water resources and existing water users.

8.1 All potable water needs within the City of Ormond Beach shall be provided by the City in accordance with the West Ormond Utilities Ordinance. An interlocal agreement between Flagler County and the City of Ormond Beach regarding the provision of the potable water shall attempt to be entered into prior to the issuance of any structural building permit for the Flagler County

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portion of the project. Failure to enter into this agreement within 12 months of the issuance of this development order shall allow the Applicant to seek alternative means of providing potable water, including the construction of a privately owned water treatment plant.

8.2 All existing ground water wells and all wells discovered during the development process on Hunter's Ridge shall be reported immediately to the St. Johns River Water Management District (SJRWMD). All wells shall be adequately identified and protected from construction activities by such means as notifying the construction contractor of the well locations, identifying the well locations on construction plans, and fencing wells prior to any construction activities on the Hunter's Ridge site. FDER shall be allowed at least six months to acquire the Floridan test well in the northwest quadrant of the Site, as well as any other on-site Floridan wells which cease to be used for public supply potable water, for use as a monitoring well. All ground water wells which are not acquired for monitoring and/or which cease to be used for public supply potable water shall be properly plugged and abandoned by a SJRWMD licensed water well contractor and registered driller immediately, unless otherwise stipulated by the SJRWMD.

8.3 The Applicant shall monitor the shallow ground water at locations down gradient of any spray irrigation or other wastewater disposal areas, with the principal parameters being

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measured to include nutrients and coliform bacteria. Disposal operations, will be adjusted to maintain levels within established state and federal standards. The proposed sampling frequency, method(s) and locations must be approved by the St. Johns River Water Management District and the Florida Department of Environmental Regulation prior to use of the selected effluent disposal methods on the project site.

8.4 Prior to any use of the shell aquifer, the Applicant will plan and perform an exploratory drilling and aquifer testing program with the approval of and in cooperation with the St. Johns River Water Management District for the purpose of developing a wellfield design and withdrawal plan that will not have unacceptable environmental impacts on natural resources.

9.0 SOLID WASTE

9.1 Solid waste shall be collected and disposed of in the City in accordance with generally applicable ordinances, regulations and procedures.

10.0 PUBLIC SAFETY (RPC #52)

GOAL: Provide adequate public safety facilities and services needed to accommodate the impacts of the development.

10.1 In the interest of safety, the Applicant shall construct a system of bike ways or provide for bicycles in the

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construction of the internal roadway system which will provide safe bicycle travel between:

- - homes and schools
- - homes and employment centers
- - homes and neighborhood commercial centers

External bicycle systems which provide for bicycle traffic to adjacent and nearby external residential, employment and educational centers shall be considered. Construction standards shall conform to the latest applicable local government or state criteria.

10.2 The public safety site on Airport Road, referred to in Paragraph 13.26, shall be conveyed to the City of Ormond Beach within thirty (30) days of final action in the Chapter 380 litigation encompassing the subject project. The Applicant shall, prior to the completion of construction of a public safety facility on the site, construct Airport Road west to the site to all City road standards and shall construct all-weather access roads from the site to all developed portions of the subject project including, but not limited to, Shadow Crossings.

11.0 TRANSPORTATION (RPC # 34,35,42,44,45,46,47,
48,49,50,51,52,53, and 54)

GOAL: Provide adequate transportation facilities needed to accommodate the impacts of the development; minimize impacts on existing facilities.

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11.1 Roadway crossing of the Little Tomoka River shall not be permitted unless the Applicant can demonstrate to the satisfaction of the ECFRPC, the jurisdictional local government, and other permitting agencies that such a crossing is in the public interest and there is no practical alternative which reduces or avoids impacts to the river system. Any allowed crossing shall be constructed by bridging from upland edge to upland edge, as determined by approved wetland jurisdiction lines.

11.2 Roadway designs in wetland areas will provide for the capture and diversion of stormwater runoff from roadway surfaces in wetland areas to upland stormwater retention/detention ponds for treatment prior to discharge to receiving water bodies.

11.3 Should the traffic modeling/monitoring specified in Condition 11.7 indicate that the traffic study presented in the DRI/ADA has underpredicted traffic volumes by fifteen percent or more at any adversely impacted intersection where the project contributes a significant amount of traffic, then another air quality modeling study for carbon monoxide (CO) shall be performed at these intersections by the Applicant with results furnished to the City of Ormond Beach, Volusia county, Flagler County, the Florida Department of Environmental Regulation and the regional planning councils. If the results of this study indicate that the development is significantly contributing to the air quality denigration as defined by the reviewing agencies, building permits beyond the current phase will cease to be issued.

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11.4 If the modeling specified above results in any predictions of one hour or eight hour carbon monoxide (CO) concentrations at or above the Federal and State Standards, then ambient air monitoring for CO will be conducted at an appropriate location(s) determined by the City of Ormond Beach, Flagler County, Volusia County, FDER and the East Central Florida Regional Planning Council. This monitoring will meet all applicable State and Federal standards for CO monitoring including season, location, duration, instrumentation, quality control and quality assurance.

11.5 Should the air monitoring specified above indicate that a violation of Florida Ambient Air Quality (FAAQ) standards has occurred, and the modeling indicates that ten percent or more of the CO is attributable to project traffic, then the Applicant shall pursue one or any combination of the following until modeling indicates that the FAAQS will be achieved:

- - not commence the next development or monitoring phase as described in Condition 11.7 below
- - participate in cost-sharing of roadway improvements
- - implement an active Transportation Systems Management (TSM) program.

11.6 For the purpose of the transportation recommendations, the Hunter's Ridge project shall be divided into the following transportation subphases, based upon external trip generations:

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<u>Phase</u>	<u>Per Phase</u>	<u>Cumulative</u>
Ia	8,250	8,250
Ib	8,250	16,500
IIa	7,970	24,470
IIb	7,970	32,440
IIC	7,970	40,410
IIIa	8,440	48,850
IIIb	8,440	57,290
IIIc	8,440	65,730

11.7 Prior to the initiation of each transportation subphase as identified in the previous recommendation, a monitoring/modeling program shall be performed to ascertain the LOS on facilities where the Hunter's Ridge project is estimated to contribute an amount of traffic greater than or equal to ten percent of the LOS "C" service volume. The methodology of the monitoring/modeling program shall be agreed upon by the East Central Florida Regional Planning Council, Volusia County, Flagler County, the City of Ormond Beach, the Florida Department of Transportation and the Applicant. A list of facilities, together with all signalized intersections along these roadways, may include but shall not be limited to the following:

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ROADWAY LINK

11th Street

Nova Road to Clyde Morris Blvd.
Clyde Morris Blvd. to Williamson Blvd.
West of Williamson Boulevard US 92

Clyde Morris Boulevard

SR 40 to 11th Street
11th Street to US 92

I-95

SR 40 to 11th Street
11th Street to US 92

Airport Road

SR 40 to Tymber Creek Road
Tymber Creek Road to US 1

Tymber Creek Road

US 1 to Airport Road
SR 40 to Airport Road
SR 40 to 11th Street

I-95/US 92 Ramps

I-95/US 1 Ramps

I-95/SR 40 Ramps

US 92

11th Street to I-4 Ramp
11th Street to I-95
95 to Williamson Blvd.
Williamson Blvd. to Clyde Morris Blvd.

SR 40

SR 11 to US 17

Airport Road Ext. to SR 11
Airport Road Ext. to Tymber Creek Road
Tymber Creek Road to I-95
I-95 to Williamson Blvd.
Williamson Blvd. to Clyde Morris Blvd.

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Clyde Morris Blvd. to Nova Road (SR 5)
Nova Road to US 1
East of US1 to Beach Street

Nova Road/SR 5

US 1 to SR 40
South of SR 40 to 11th Street

Williamson Boulevard

SR 40 to 11th Street
11th Street to US 92

SR 11

SR 304 to SR 40
SR 40 to US 17

11.8 The Hunter's Ridge project shall not commence beyond transportation Phase Ia (see 11.6 above) or beyond an equivalent 8,250 external average daily trips (ADT) into transportation Phase Ib where service levels are below service level "D" (LOS "C" on rural facilities) peak hour and the project contributes ten percent or greater to the capacity of the roadway or intersection at service level "C" as determined by the monitoring program required in the preceding recommendations, unless mitigation measures and/or improvements are secured and committed to occur during transportation Phase Ib. Prior to the commencement of transportation Phase Ib and all subsequent transportation phases, the Applicant must also demonstrate, by means of a modeling study projecting such phase traffic, to the satisfaction of Volusia County, Flagler County, the City of Ormond Beach, the East Central Florida Regional Planning Council,

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and the Florida Department of Transportation that, where the project contributes ten percent or greater to the LOS "C" service volume of a facility, the applicable subphase of traffic (along with cumulative project traffic) will not adversely effect service levels (below service level "D" peak hour or "C" in rural areas), or demonstrate that the necessary improvements are committed to occur during said applicable sub-phase. When determining LOS, the developer's traffic consultant will utilize the 1985 Highway Capacity Manual computer software for analyzing intersections, and will utilize the FDOT Generalized Daily Level of Service Maximum Values for Florida's Urban/Urbanized Areas tables or some other method based on the 1985 Highway Capacity Manual for analyzing roads. Proof of mitigation must include identification of committed funding source and a reasonable guarantee of a scheduling within the required time frame. Otherwise, further building permits shall not be issued by the City of Ormond Beach.

11.9 Toward the achievement of the objective in the two (2) preceding conditions, an agreement(s) among Flagler, County, Volusia County, the City of Ormond Beach and the Applicant shall be entered into within twelve months after the effective date of the last development order for this project by either Flagler County or the City of Ormond Beach. Said agreement(s) shall address and clarify such issues related to equity in the application of fees for roadway improvements. Said fees shall

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be based on a fair-share basis with respect to the improvements to be constructed and not solely on the basis of impact fees. However, such an agreement would not alter or waive the provisions of the two preceding recommendations as a mitigative measure for the aforementioned recommendations. If in the event that one of the designated parties to the agreement (other than the Applicant) fails to execute said interlocal agreement within the specified time, then the Applicant may proceed with the project based upon the monitoring/modeling schedule and all other recommendations specified herein.

11.10 All construction within the Flagler County portion of the Hunters Ridge Project shall pay an assessment fee equal to the amount of transportation impact fees for similar construction assessed by Volusia County at the time of building permit application. This assessment shall be in addition to any transportation impact fee collected by Flagler County, and shall be not credited against any impact fee collected by Flagler County. The assessment shall be periodically paid to Volusia County by Flagler County for road improvements caused by the Project in a Flagler-Volusia jointly defined Hunters Ridge Transportation impact area. Payment of impact fees shall not alter or waive the stipulations in items 11.9 or 11.11 nor shall any road improvements agreed to as voluntary contributions by the developer be used to offset the payment of impact fees.

11.11 The Applicant shall fund the construction of left and right-turn deceleration lanes at all project entrances. Project entrances on SR 40 shall be limited to the minimum number required to provide safe access to the site as determined by FDOT. These improvements shall be constructed when such project entrances are created. The Applicant shall fund the cost of signalization at project entrances when deemed warranted by the appropriate governmental entity.

11.12 In the interest of safety, the Applicant shall construct a system of bike ways or provide for bicycles in the construction of the internal roadway system which will provide bicycle travel between:

- - homes and schools
- - homes and employment centers
- - homes and neighborhood commercial centers

External bicycle systems which provide for bicycle traffic to adjacent and nearby external residential, employment and educational centers shall be considered. Construction standards shall conform to the latest applicable local government or state criteria.

11.13 Bicycle lockers or bicycle racks, transit passenger shelters and transit parking bays shall be constructed where necessary to augment and facilitate the operations of off-site transit and bicycle facilities. The Applicant shall designate an employee as a ride-sharing coordinator or include covenants which

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will require tenants or future landowners to collectively hire and manage a ride-sharing coordinator when the Hunter's Ridge project reaches 2,900 residential units. This person will be responsible for conducting ride-sharing campaigns within the project, publicity, processing applications, distributing information (including transit information), etc.

11.14 In addition to the regional transportation conditions set forth in the preceding paragraphs, the following conditions shall be observed prior to the recording of any plats or requesting any development approvals in Ormond Beach, other than for public improvements and infrastructure for the project phases described in the attached Exhibits "D" and "F".

A. Prior to the recording of any plats or requesting any development approvals other than for public improvements and infrastructure, in OB-II and FC-II the following transportation improvements or funding shall occur.

1. Mini-monitoring will be performed. The monitoring shall include an analysis of traffic volumes in the impact areas, supplemental traffic counts on SR-40 at a location between The Trails South entrance and Nova Road to determine peak hour counts by direction and speed/delay study for level of service (LOS) determination; all data shall be provided to the City; and

2. Airport Road shall be in place from Tymber Creek Road to the project site as a two lane paved road; and

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3. SR-40 shall be in place or under construction as a four lane divided roadway from Nova Road to I-95; or, if SR-40 has an average daily traffic volume of 27,000 or below between The Trails entrance and Nova Road, then SR-40 shall be funded for construction the FDOT Work Program as a four-lane divided roadway from Nova Road to I-95 within two (2) years after commencement of said phases.

B. Prior to the recording of any plats or requesting any development approvals, other than for public improvements and infrastructure in OB-III and PC-III the following shall occur:

1. The monitoring required herein shall be performed within the project impact area.

2. Nova Road shall be in place or under construction as a four lane or six lane divided road from Wilmette Avenue to Brentwood, or shall be funded for construction within the FDOT Five-year Work Program.

3. Turn lanes will be in place at all approaches to the intersection of SR-40 and the project entrance;

4. The intersection of Airport Road and US-1 shall be signalized if warranted as per the Manual on Uniform Traffic Control Devices (MUTCD) and the Florida Department of Transportation.

C. Prior to recording any plats or requesting any development approvals, other than for public improvements and infrastructure, for OB-IV and PC-IV the following shall occur:

1. Mini-monitoring will be performed in a manner as described in Paragraph 11.14.A.1, above.

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2. SR-40 shall be complete as a four lane divided roadway from Nova Road to I-95 or under construction.

3. Nova Road shall be in place or under construction or funded for construction within two years in the PDOT Work Program as a four or six lane divided roadway from Wilmette Avenue to Brentwood.

3. Airport Road shall be in place as at least a two lane paved road from Tymber Creek Road to SR-40.

D. Prior to recording any plats or requesting any development approvals, other than for public improvements and infrastructure, for OB-V and FC-V the following shall occur:

1. Mini-monitoring will be performed in a manner as described in Paragraph 11.14.A.1, above.

2. Nova Road shall be in place or under construction as a four lane or six lane divided roadway from Wilmet Avenue to Brentwood.

3. SR-40 shall be under construction or completed as a four lane divided roadway from I-95 to Tymber Creek Road.

E. The traffic monitoring program shall be conducted on an annual basis by the Applicant beginning one year after approval of the development order. The monitoring program should provide an analysis of the development's traffic impact on major streets and intersections in the DRI/ADA impact area. The improvements set forth in the preceding paragraphs of this condition 11.14 shall be subject to the results of the monitoring program. In the event the monitoring program demonstrates that

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the project is not impacting the designated roads in excess of the DRI/ADA standards, then the Applicant shall be permitted to proceed with development. If the monitoring program demonstrates the need for additional improvements, however, such additional improvements will be required prior to continued development activities.

11.15 All road improvements constructed outside the project boundaries by the Applicant (other than as listed above), or land dedication or financial contributions by the Applicant for construction outside the project boundaries, shall be entitled to credits against any required transportation impact fees, in accordance with the Volusia County Road Impact Fee Ordinance. The following road improvements and dedications have voluntarily been offered by the Applicant and shall not be subject to road impact fee credits or reimbursements:

- - Airport Road from Tymber Creek to SR 40 100' dedication; construction of 2 lanes.
- - All roads within Hunter's Ridge.
- - All turning lanes, acceleration & deceleration lanes.
- - All traffic signals as noted above.

12. DENSITY, BUILDING SPACING, LAND USE, CLASSIFICATION AND OTHER DEVELOPMENT REQUIREMENTS

(RPC # 1,2,3,18,29,36,37,40,41,55 and 57)

GOAL: Provide development requirements ensuring the most efficient use of the property with the least impact upon the environment.

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12.1 The project shall be developed in accordance with the information, data, plans and commitments contained in the Hunter's Ridge DRI/ADA and supplemental information unless otherwise directed by the recommendations enumerated below. For the purpose of this condition, the Application for Development Approval shall consist of the following items;

A. Application for Development Approval dated October, 1988;

B. Additional Information dated January 17, 1989;

C. Additional Information, Second Submittal, dated March 16, 1989; and

D. Commitments made during the review as presented in Appendix A of the Regional report.

E. The conceptual development plan dated November 20, 1990, hereby is incorporated as Exhibit "C" and shall be generally adhered to with regard to land uses and road patterns.

F. The phasing map dated November 20, 1990, hereby is incorporated as Exhibit "D" and, along with Exhibit "F" shall be generally adhered to with regard to phasing of the project.

G. The table of land uses dated 12/2/90, hereby is incorporated as Exhibit "E" and shall be generally adhered to with regard to land use designations, numbers of dwelling units and density.

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H. The development phasing schedule dated December 2, 1990, hereby is incorporated as Exhibit "F" and along with Exhibit "D" shall be generally adhered to with regard to phasing of the project. The phasing schedule in the City may be altered without a substantial deviation review pursuant to Section 380.06(19), Florida Statutes, if the Applicant in the City agreed to the revised phasing proposal.

12.2 The Ormond Beach portion of the project shall consist of no more than a total of 932 single family units and 50 multi-family units including, but not limited to patio, cluster or town house units. Any deviation from the number of residential lots or their locations, which deviation results in larger lot sizes and lower densities shall be permitted. Areas generally depicted on Exhibit "C" as single family residential may be developed to include patio or cluster type lots ("zero-lot-line" lots) provided there is no increase in overall density. However, changes resulting in smaller lot sizes or higher densities shall require an amendment to this development order in accordance with applicable law.

12.3 If five percent of Phase I of the project (14 dwelling units) is not constructed within five years of the effective date of the development order, then the development order shall expire.

12.4 To assist in providing for the recreational needs of the project's residents, the Applicant shall participate in the City's Recreation Impact Fee program.

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12.5 The on-site wetlands system, other conservation tracts, and on/off-site mitigation areas shall be regarded as preservation areas for the purpose of protecting their natural attributes and shall have developmental uses prohibited, except as permitted herein. Except for the Conservation Lands described in Condition 3.5, which shall be conveyed as provided therein, and these areas shall be conveyed to a state, federal, or county agency acceptable to the City of Ormond Beach or to an HOA for which covenants and restrictions for wetland protection have been included to the satisfaction of the City Attorney together to allow the City to enforce such wetland protection covenants and restrictions, if necessary. Dedication and conveyance of Wetlands shall occur at the time the applicant determines the legal description for those areas, but prior to construction in areas adjacent to those areas.

12.6 As the Applicant has indicated in the DRI/ADA, all finished floor slab elevations shall be a minimum 2.0 feet above the 100-year flood elevation or the crown of the road, whichever is higher. The donated school site shall not be located within designated wetlands or 100-year flood zones unless accepted by the Volusia County School Board.

12.7 Any transfer of title to any property within the project which is within the 100-year flood zone area shall be accompanied by a disclosure stating that the property in question is located within a 100-year flood area.

12.8 Developers, contractors, subcontractors, and other purchasers of project properties should be required to contact

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the local Private Industry Council, Job Service of Florida and other similar agencies for information on their job training programs and employment referral services.

12.9 On the basis of the affordable housing need estimates, there will be a requirement that 52 very low income household dwelling units and 201 low income household dwelling units be provided within a 20 minute commute of the non-residential development of the Hunter's Ridge project. Before the responsible governmental authorities issue building permits for each phase of the development, they each shall determine whether there exists available very low or low income units within the commuting distance. If none exists, or if insufficient numbers exist, the affordable dwelling units necessary to meet the phasing schedule in paragraph A below shall be provided prior to the issuance of additional permits.

A. The following affordable housing phasing schedule shall be utilized:

<u>Phase</u>	<u>Year</u>	<u>Very Low Income Units</u>	<u>Low Income Units</u>
II	4	7	27
III	5	4	18
IV	7	5	19
V	9	3	10
VI	10	9	32
VII	11	<u>5</u>	<u>19</u>
		33	125/158

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B. The maximum rent for the very low income household dwelling units shall be \$289 (1990 dollars), with a typical rent of \$220. The maximum rent for the low income household dwelling units shall be \$507 (1990 dollars).

C. The maximum sale price for owner-occupied low income household dwelling units shall be \$54,364 (1990 dollars), with a typical sale price of \$46,016 if located in Ormond Beach. The maximum sale price for owner-occupied low income household dwelling units shall be \$58,233 (1990 dollars), with typical sale price of \$46,016 if located in Flagler County.

(Note: Of the low income dwelling units at least 50% must be for sale dwelling units.)

D. The affordable housing units that are provided on site shall be integrated throughout the project to ensure that very low and low income dwelling units are not geographically isolated and segregated from other residential units.

E. Rent and resale restrictions shall be required to ensure the continued affordability of very low income and low income dwelling units.

F. In the event the Ormond Beach Comprehensive Plan shall be more restrictive than the foregoing affordable housing requirements, then the Ormond Beach Comprehensive Plan shall control.

12.10 Unless specifically directed otherwise by the terms and conditions of the development order, all authorized

development shall proceed only if the public facilities and services necessary to meet the need generated by the development are available concurrent with the demand.

12.11 Any interlocal agreements required shall be fully executed prior to the issuance of any building permits by the City of Ormond Beach beyond City Phase II, and incorporated into the Development Orders for the project.

12.12 Application for approval shall be filed in accordance with the Planned Unit Development (PUD) procedures provided by the City's land development regulations, currently located in SECTION 700.00 R-S Residential Suburban District, of the City's zoning ordinance . The PUD shall be of such size and shape as to be essentially freestanding with regard to traffic circulation and emergency access; utilities, recreation and open space; drainage, detention and retention; other public and HOA infrastructure and proximity to existing development and infrastructure. The limits of the PUD shall generally not exceed the limits of any development phase as identified on Exhibit "C" hereto. PUD submittals may be accompanied by one or more preliminary plats, each freestanding with regard to the above criteria and containing no more than 250 dwelling units.

12.13 In order to avoid excessive dispersion of services within Hunter's Ridge, deterioration of infrastructure due to lack of use and/or maintenance, reductions in property values due to oversupply of building lots in relation to market conditions and a negative ambient character created by undeveloped expanses

of urban roads and other infrastructure, no plat or portion of a plat may be recorded beyond City Phase II (416 lots) until such time as at least fifty percent of all previously recorded lots within Hunter's Ridge, including the Flagler County portion, have been developed or have been issued building permits.

13.0 PUBLIC FACILITIES AND SERVICE NEEDS

(RPC # 11,12,14,50,51,52,53,55 & 57)

GOAL: Provide adequate public facilities and services needed to accommodate the impacts of the development; minimize impacts upon taxpayers outside of the Project.

13.1 Wastewater treatment shall be provided by the City of Ormond Beach within the portion in Ormond Beach in accordance with the West Ormond Utilities ordinance. Flagler County and the City of Ormond Beach shall attempt to develop an interlocal agreement regarding wastewater treatment prior to the issuance of any structural building permit for the Flagler County portion of the project. Failure to enter into this agreement within 12 months of the issuance of a development order for this project (by either Flagler County or the City of Ormond Beach) shall allow the Applicant to seek alternative means of addressing the wastewater treatment issue, in the Flagler County portion, including the construction of a private plant. Development shall occur concurrent with adequate central wastewater treatment service.

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13.2 An interlocal agreement between Flagler County and the City of Ormond Beach regarding the provision of the potable water shall be sought prior to the issuance of any structural building permit for the Flagler County portion of the project. Failure to enter this agreement within 12 months of the issuance of this development order shall allow the Applicant to seek alternative means of providing potable water in the Flagler County portion, including the construction of a privately owned water treatment plant.

13.3 All existing ground water wells and all wells discovered during the development process on Hunter's Ridge shall be reported immediately to the St. Johns River Water Management District (SJRWMD). All wells shall be adequately identified and protected from construction activities by such means as notifying the construction contractor of the well locations, identifying the well locations on construction plans, and fencing wells prior to any construction activities on the Hunter's Ridge site. FDER shall be allowed at least six months to acquire the Floridan test well in the northwest quadrant of the site, as well as any other on-site Floridan wells which cease to be used for public supply potable water, for use as a monitoring well. All ground water wells which are not acquired for monitoring and/or which cease to be used for public supply potable water shall be properly plugged and abandoned by a SJRWMD licensed water well contractor and registered driller immediately, unless otherwise stipulated by the SJRWMD.

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13.4 Sidewalks, bike paths, nature trails or other means of pedestrian access, separated from driving lanes, shall be provided throughout the project for access to school and park sites.

13.5 All construction within the Hunter's Ridge Project shall pay an assessment fee equal to the amount of transportation impact fees for similar construction assessed by Volusia County at the time of building permit application. This assessment shall be in addition to any transportation impact fee collected by Flagler County, and shall be not credited against any impact fee collected by Flagler County. The assessment shall be periodically paid to Volusia County by Flagler County for road improvements caused by the Project in a Flagler-Volusia Jointly defined impact area.

13.6 The Applicant shall fund the construction of left and right-turn deceleration lanes at all project entrances. Project entrances on SR 40 shall be limited to the minimum number required to provide safe access to the site as determined by FDOT. These improvements shall be constructed when such project entrances are created. The Applicant shall fund the cost of signalization at project entrances when deemed warranted by the appropriate governmental entity.

13.7 In the interest of safety, the Applicant shall construct a system of bike ways or provide for bicycles in the construction of the internal roadway system which will provide bicycle travel between:

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- - homes and schools
- - homes and employment centers
- - homes and neighborhood commercial centers

External bicycle systems which provide for bicycle traffic to adjacent external residential, employment and educational centers shall be considered. Construction standards shall conform to the latest applicable local government or state criteria.

13.8 Bicycle lockers or bicycle racks, transit passenger shelters and transit parking bays shall be constructed where necessary to augment and facilitate the operations of off-site transit and bicycle facilities. The Applicant shall designate an employee as a ride-sharing coordinator or include covenants which will require tenants or future landowners to collectively hire and manage a ride-sharing coordinator when the Hunter's Ridge project reaches 2,900 residential units. This person will be responsible for conducting ride-sharing campaigns within the project, publicity, processing applications, distributing information (including transit information), etc.

13.9 All authorized development shall proceed only if the public facilities and services necessary to meet the need generated by the development are available concurrent with the demand.

13.10 Any interlocal agreements required shall be fully executed prior to the issuance of any building permits by Flagler County, and incorporated into the Development orders for the project.

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13.11 In addition to the foregoing commitments by the Applicant, the Applicant has agreed to donate to the City of Ormond Beach the following land areas as shown on the Development Plan dated November 20, 1990 for public facilities, but shall not be entitled to credits against any required impact fees:

A. Wastewater Treatment Plant Site/Recreation Site - 40+ Acres (Located on N. side of Airport Road on Project Easterly Boundary - may be used for one or both uses at the City's election)

B. West Ormond Recreation/Cultural Facilities Site 38+ Acres (Located at N.E. Corner intersection Airport Road extension and S.R. 40).

C. Water Treatment Plant Site - 15+ acres

D. Airport Road Public Safety Site - 3.75+ acres

E. S.R. 40 Public Safety Site - 1.5 acres (May be used by Applicant for Church or institutional purposes if City determines not needed for public safety site).

13.12 The City shall reconvey to the Applicant the lands heretofore conveyed to it for use as a water treatment plant site and for that portion of Airport Road south of the Flagler County Line, in exchange for the Applicant's conveyance of the relocated water treatment plant site and the relocated said portion of Airport Road, as shown on the conceptual development plan (Exhibit "C") dated November 20, 1990.

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14.0 GENERAL LAND USE (RPC # 1,2,3 and 22)

GOAL: Permit development consistent with holding capacity of land; minimize impacts on environment.

14.1. The project shall be developed in accordance with the information, data, plans and commitments contained in the Hunter's Ridge DRI/ADA and supplemental information unless otherwise directed by the recommendations enumerated below. For the purpose of this condition, the Application for Development Approval shall consist of the following items;

A. Application for Development Approval dated October, 1988;

B. Additional Information dated January 17, 1989;

C. Additional Information, Second Submittal, dated March 16, 1989; and

D. Commitments made during the review as presented in Appendix A of the Regional report.

E. The conceptual development plan dated November 20, 1990, hereby is incorporated as Exhibit "C" and shall be generally adhered to with regard to land uses and road patterns.

F. The phasing map dated November 20, 1990, hereby is incorporated as Exhibit "D" and, along with Exhibit "F" shall be generally adhered to with regard to phasing of the project.

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G. The table of land uses dated 12/2/90, hereby is incorporated as Exhibit "E" and shall be generally adhered to with regard to land use designations, numbers of dwelling units and density.

H. The development phasing schedule dated December 2, 1990, hereby is incorporated as Exhibit "F" and along with Exhibit "D" shall be generally adhered to with regard to phasing of the project.

14.2 The Ormond Beach portion of the project shall consist of no more than a total of 932 single family units, 50 multi-family units including, but not limited to patio, cluster or town house units. Any deviation from the number of residential lots or their locations, which deviation results in larger lot sizes and lower densities shall be permitted. Areas generally depicted on Exhibit "C" as single family residential, may be developed to include patio or cluster type lots ("zero-lot-line" lots) provided there is no increase in overall density. However, changes resulting in smaller lot sizes or higher densities shall require an amendment to this development order in accordance with applicable law.

14.3 If five percent of RPC Phase I of the project (14 dwelling units) is not constructed within five years of the effective date of the development order, then the development order shall expire.

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14.4 The project's site design shall be based on data contained in the U.S. Soil Conservation Service's Volusia and Flagler County soils reports unless a detailed soils analysis is undertaken. The methodology and results of this new analysis shall be reviewed and approved by Flagler County, Ormond Beach, and the USDA SCS regional field or state soil scientist.

14.5 Oaks or other hardwood plant species shall be planted and maintained in buffers and common areas to enhance the quality of wildlife habitat on the project.

14.6 All development shall conform to the City of Ormond Beach land development regulations, including Landscaping and Tree Protection Ordinances.

14.7 All wetlands shall be identified and dedicated to a public agency or HOA for protection under the conditions previously identified before the recording of a plat for the land area containing the wetland.

15.0 PARKS (RPC #8, 9, 18, 28, 29)

GOAL: Provide adequate active and passive recreational facilities and opportunities for project and other Ormond Beach and Volusia County residents.

15.1 Unavoidable losses of viable wetlands shall be mitigated through restoration of wetlands, creation of wetlands or preservation of functional wetlands, and/or uplands adjacent

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to wetlands, within the same watershed and in accordance with adopted rules and policies of the City of Ormond Beach and the St. Johns River Water Management District. Wetlands to be created or uplands to be retained as mitigation, shall, to the greatest practical extent, be located coterminously with one or more major habitat areas to be preserved so as to provide a continuity or expansion of natural habitat areas. Detention ponds, preservation of viable on-site wetlands, lakes or open water areas shall not be acceptable for wetland mitigation. However, the restoration of severely stressed wetlands and littoral zones created around detention ponds and lakes may qualify as newly created wetlands for mitigation purposes. The wildlife corridor and other specific preservation areas already defined by the PDA shall not be eligible for inclusion toward Upland Mitigation Credit for wetland impacts. Any approved upland mitigation credits shall apply to non-preservation uplands not previously specified at a minimum ratio of 4:1 (4 acres of upland preserved for one acre of wetlands impacted). Such areas shall be deed restricted and conveyed in perpetuity to an HOA or appropriate public agency.

15.2 In addition to the requirements of Condition 3.5, the on-site wetlands systems of Hull Swamp and its associated upland wildlife corridor and buffers, the Hull Swamp canal, and the Little Tomoka River and its associated buffer, shall be regarded as preservation areas for the purpose of protecting their natural attributes. These areas may be used for minor walkways and their appurtenances or for the road crossings of the canal. Other

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construction, vegetation removal, fencing, mowing or development activities which would reduce the effectiveness or character of these buffers shall not be allowed. These areas are identified in the Conceptual Development Plan attached hereto as Exhibit C. The portions in Ormond Beach may be conveyed in perpetuity to an appropriate public agency or to an HOA, provided that there is a conservation easement that would enable the City to enforce covenants and restrictions. Any Association formed to preserve, maintain and supervise the wetlands on-site shall only be empowered to the extent of the conditions of approval of the development order and shall work cooperatively with all public agencies. In the event of any conflict between this Condition, or Condition 15.3, and Condition 3.5, the provisions of Condition 3.5 shall control.

15.3 An upland buffer of native vegetation averaging 100' wide but no less than 50' wide shall be retained landward of the wetland jurisdictional line on both sides of the Little Tomoka River. Use of these buffers shall be limited to nature trails and other passive recreation uses and components of the stormwater management system and the portions of these areas in Ormond Beach shall be conveyed to a public agency or HOA as described in Condition 15.1 above. The use of pesticides, herbicides, or fertilizers shall be prohibited in these buffers and the wetlands they protect.

15.4 To assist in providing for the recreational needs of the project's residents, the Applicant shall participate on a

fair share basis in any mechanism (including impact fees) adopted by Flagler County, Volusia County, and/or the City of Ormond Beach to upgrade their community and urban district park system.

15.5 The Applicant will provide water and sewer service to the boundary of each park or other public facility at a point to be determined by the City of Ormond Beach.

15.6 Sidewalks, bike paths, nature trails or other means of pedestrian access, separated from driving lanes, shall be provided throughout the project for access to school and park sites.

15.7 The minimum distance between the edge of each stormwater retention/detention pond and adjacent wetlands shall be 200 feet, unless the St. Johns River Water Management District accepts tests, calculations or other information furnished by the Applicant through the District's permitting process which clearly demonstrates that deviation from the 200 foot distance would not degrade the wetlands in any way. This buffer shall be landscaped with hardwood trees where possible.

15.8 The on-site wetlands system, other conservation tracts, and on/off-site mitigation areas shall be regarded as preservation areas for the purpose of protecting their natural attributes and shall have developmental uses prohibited, except as permitted herein, and these areas shall be conveyed as noted above. Dedication and conveyance of wetlands shall occur at the time the applicant determines the legal description for those areas, but prior to construction in areas adjacent to those areas.

[END OF EXHIBIT B]

RE:432

EXHIBIT "B-B"

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VOLUSIA CO., FL

STATE OF FLORIDA
DIVISION OF ADMINISTRATIVE HEARINGS

FLORIDA-GEORGIA VENTURE GROUP,)

Petitioner,)

vs.)

CASE NO. 90-3409DRI

CITY OF ORMOND BEACH,)

Respondent,)

and)

EAST CENTRAL FLORIDA REGIONAL
PLANNING COUNCIL, FLORIDA
AUDUBON SOCIETY, CITIZENS OF
ORMOND BEACH, INC. and THE
DEPARTMENT OF COMMUNITY AFFAIRS)

Intervenors.)

NORTHEAST FLORIDA REGIONAL
PLANNING COUNCIL and THE
DEPARTMENT OF COMMUNITY AFFAIRS,)

Petitioners,)

vs.)

CASE NO. 90-3410DRI

FLAGLER COUNTY COMMISSION and
FLORIDA-GEORGIA VENTURE GROUP,)

Respondents,)

and)

FLORIDA AUDUBON SOCIETY and
ANNIE JOHNSON AND THE FLAGLER
CITIZENS FOR AFFORDABLE
HOUSING,)

Intervenors.)

JOINT STIPULATION OF THE FLORIDA AUDUBON SOCIETY, FLORIDA
GEORGIA VENTURE GROUP, FLAGLER COUNTY, AND CITY OF ORMOND BEACH

Intervenor, Florida Audubon Society, and Petitioner/Respondent Florida Georgia Venture Group, Flagler County, and the City of Ormond Beach hereby stipulate that the entry of a Recommended Order in this proceeding approving the development of regional impact applications of Florida Georgia Venture Group in both the City of Ormond Beach and Flagler County would satisfactorily resolve issues concerning wetlands, wildlife habitat, and endangered species, provided that:

1. The developer removes from development and agrees to convey the lands identified as parcels "A" and "B" on Exhibit A an undivided one half interest in parcels "A" and "B" to the St. Johns River Water Management District and an undivided one half interest to Flagler County for those portions of parcels "A" and "B" located within Flagler County, and an undivided one half interest to the City of Ormond Beach for those portions of Parcels "A" and "B" located within the City of Ormond Beach, subject to the following:

(a) Conveyance of Parcel A shall be by Fee Simple Warranty Deed.

(b) Conveyance of Parcel B shall be by Fee Simple Warranty Deed, reserving to the grantor and its heirs, successors and assigns certain specified timber interests, equestrian use rights, and hunting interests, as further specified below.

2. The above conveyances shall be subject to the following specific deed restrictions:

(a) The use and management of the lands conveyed shall be exclusively for the maintenance, preservation, and restoration of the native upland and wetland ecosystems historically existent on the property and use for compatible environmental education activities and passive recreational activities. No use for any purpose other than those specified above shall be permitted. Any development activities, waste disposal, excavation,

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filling, well drilling, construction, (other than the excavation and filling necessary to restore the natural hydroperiod of the area and limited construction of environmental education facilities such as nature trails and boardwalks) shall be strictly prohibited. Passive Recreation, as used herein shall mean hiking, birdwatching, nature study, fishing, and like activities that do not require the construction of facilities otherwise prohibited by the conservation easement. The use, or possession of off road vehicles, such as all terrain motorcycles, swamp or dune buggies by members of the public will be strictly prohibited on the property. Hunting shall be prohibited, except as specified in Paragraph 5 below. The Florida Audubon Society, a Florida non-profit corporation, shall have standing to enforce the provisions of these deed restrictions, and said fact shall be incorporated in the conveyance of the property in parcels "A" and "B" as provided in Paragraph 1 of this stipulation.

3. Florida Georgia Venture Group agrees to conduct, as may be permitted by the future owners of the property as specified in paragraph (1) above, and at its expense with regard to the use of manpower and equipment, certain environmental restoration activities necessary to reestablish a more natural hydroperiod in parcels "A" and "B" above. The objective of this restoration shall be the elimination of drainage provided by all of the ditches that have been constructed through parcels "A" and "B" as described above. This program will include installation of water control structures in existing ditches, including, without limitation the Hull Cypress Swamp Ditch, so that the current overdrainage of the area is reversed. Within 6 months of the final action by the Land and Water Adjudicatory Commission on this appeal, or within 6 months of the issuance of a Development Order by the City of Ormond Beach or Flagler County for

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the Hunters Ridge Project, or any portion thereof, (whichever occurs later) Florida Georgia shall complete; in cooperation with the St. Johns River Water Management District, and as may be permitted by the future owners of the property as specified in Paragraph 1 above, a plan for the restoration of the natural hydroperiod in the above described area. Within one year subsequent to the completion of this plan, the construction elements of the plan shall be completed by Florida Georgia, in cooperation with the St. Johns River Water Management District as may be permitted by the future property owners as specified in Paragraph 1 above. Florida Georgia agrees that it will provide at its own expense, manpower and earthmoving machinery to plug ditches, breach levees or fill berms, and all other physical earth moving work necessary to implement the restoration plan developed in conjunction with the St. Johns River Water Management District. This plan, generally, shall:

(a) Provide for the plugging, or installation of water control structures in the Hull Cypress Swamp Ditch, to restore the hydroperiod of the Hull Cypress Swamp.

(b) Provide for gaps in the fill berm along the Hull Cypress Swamp Ditch to reflood the wetland strand that exists parallel to the ditch, and divert the flow of the ditch through the wetland area in the strand adjacent to the ditch.

(c) Plug, or install water control structures in all other manmade canals or ditches on the property as may be necessary to restore the historical hydroperiod.

Any delay in the authorization of work to restore the hydroperiod beyond the time frames specified above that may be occasioned by the future landowners, environmental permitting requirements, or other unforeseen

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events shall not relieve Florida Georgia of the obligation to provide manpower and earthmoving equipment to conduct the work specified above.

4. The timber interests retained by Florida Georgia and its heirs, successors and assigns in Parcel "B" shall be for limited silvicultural purposes relative to the harvest of pine trees. It is anticipated, and Florida Georgia agrees, that the hydroperiod restoration required under this stipulation will result in major portions of Parcel "B" undergoing transition to a wetland state that will no longer facilitate the cultivation and harvest of pine. Florida Georgia may continue to exercise pine timber management and harvest on the property once the natural hydroperiod is restored, under a plan acceptable to the St. Johns River Water Management District, Flagler County, and the City of Ormond Beach which is designed to limit pine silvicultural practices to only those compatible with the restored hydroperiod of the area, and which provide a maximization of wildlife benefits, as determined by the St. Johns River Water Management District.

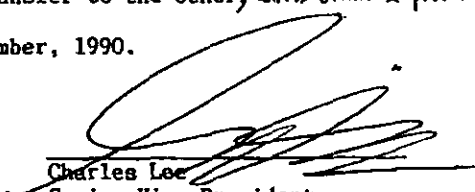
5. Florida Georgia, its heirs, successors and assigns shall retain the right to (in a manner approved by the St. Johns River Water Management District), to conduct equestrian activities on the lands conveyed to the district. The hunting rights to the property shall be retained by Florida Georgia, its heirs, successors, and assigns, for deer and feral hogs only.

6. Florida Georgia and its heirs, successors and assigns shall be entitled to claim "Mitigation Credits" for the hydroperiod restoration work required by Paragraph 3 above to offset any mitigation requirement arising from the construction of the Hunters Ridge Development, including both those phases authorized by the development orders issued as a result of this proceeding, and any future substantial deviation that is specified in

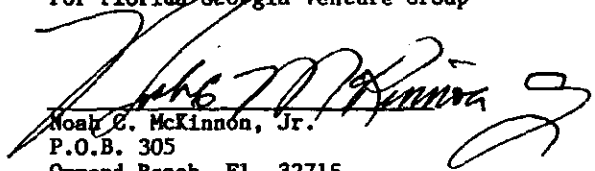
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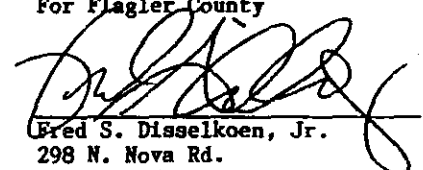
this proceeding. Said mitigation credits shall be available to Florida Georgia provided that such credits are acceptable to the various state and federal regulatory agencies that are not parties to this proceeding. Said credits shall only be applicable on an acre per acre basis within the City of Ormond Beach, and Flagler County, respectively, as to future approvals of substantial deviations, and credits obtained within the jurisdiction of one local government shall not transfer to the other, unless otherwise provided by law.

Dated this 6th day of December, 1990.


Charles Lee
Senior Vice President
Florida Audubon Society
1101 Audubon Way
Maitland, Fl. 32751
(305) 647-2615


J. Doyle Tumbleson
Kinsey Vincent Pyle Professional
Association
150 S. Palmetto Ave.
Daytona Beach, Fl. 32114
For Florida Georgia Venture Group

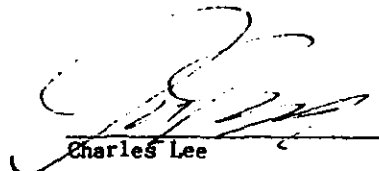

Noah C. McKinnon, Jr.
P.O.B. 305
Ormond Beach, Fl. 32715
For Flagler County


Fred S. Disselkoen, Jr.
298 N. Nova Rd.
P.O.B. 277
Ormond Beach, Fl. 32175
For City of Ormond Beach

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VOLUSIA CO., FL

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy of the foregoing has been provided by U.S. Mail to the following this 6th day of December, 1990: J. Doyle Tumbleson, 150 S. Palmetto Ave. BOX A, Daytona Beach, Fl. 32114; Fred S. Disselkoen, Jr. City of Ormond Beach, POB 277, Ormond Beach, Fl. 32175-0277; Gerald S. Livingston, P.O.B. 2151, Orlando, Fl. 32802; Timothy Keyser, POB 92, Interlachen, Fl. 32148; Jonathan Hewett, Central Florida Legal Services, 216 S. 6th St. Palatka, Fl. 32177; Julia Johnson, David Russ, David Jordan, and Steven Pfeiffer, Office of General Counsel, Department of Community Affairs, 2740 Centerview Dr. Tallahassee, Fl. 32399-2100; Linda Loomis Shelley, 902 North Gadsden St. Tallahassee, Fl. 32303; and Noah McKinnon, 595 West Granada Blvd. Ormond Beach, Fl. 32075


Charles Lee

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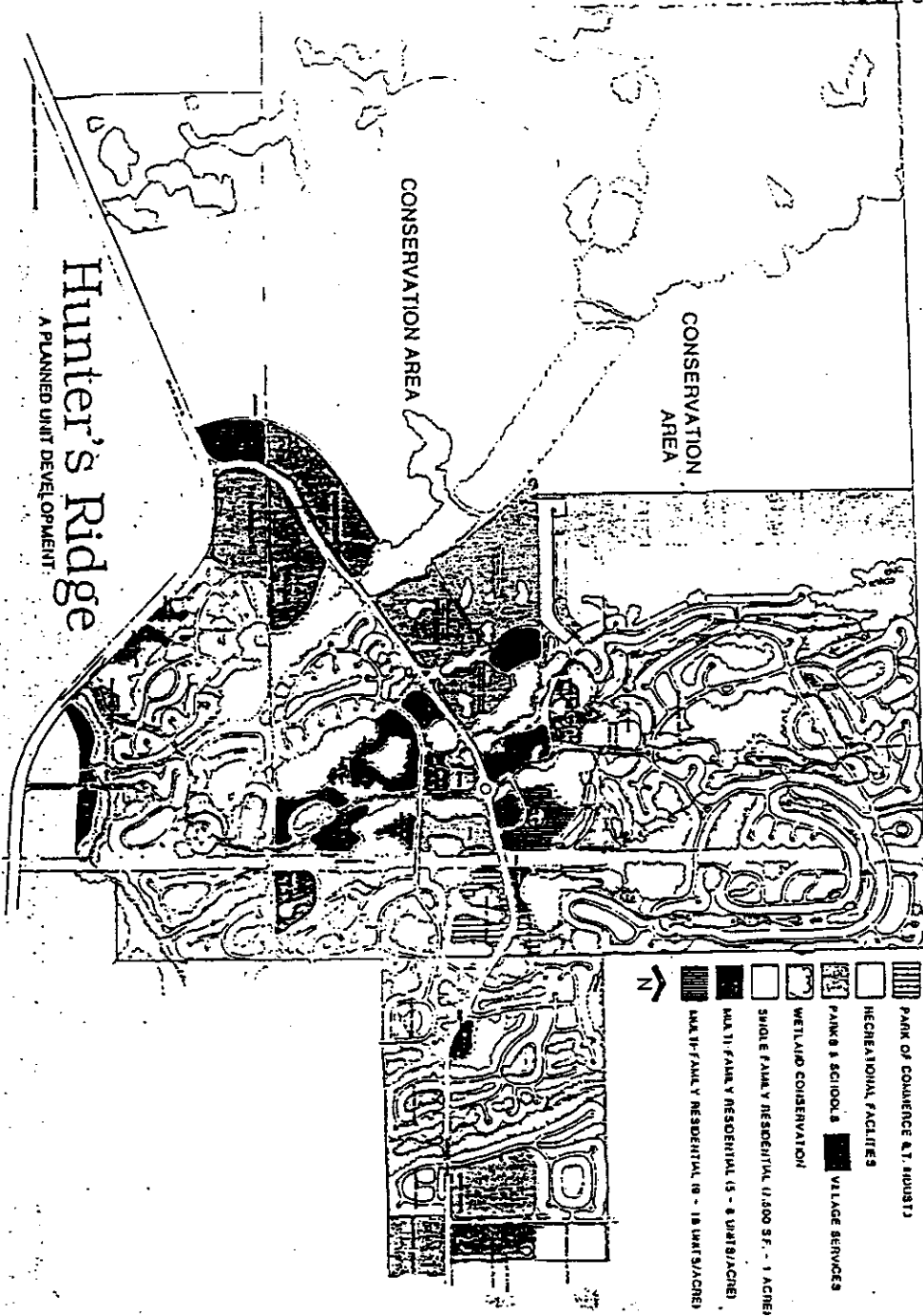


EXHIBIT "C"

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W. 40th St., Wm. Co., FL

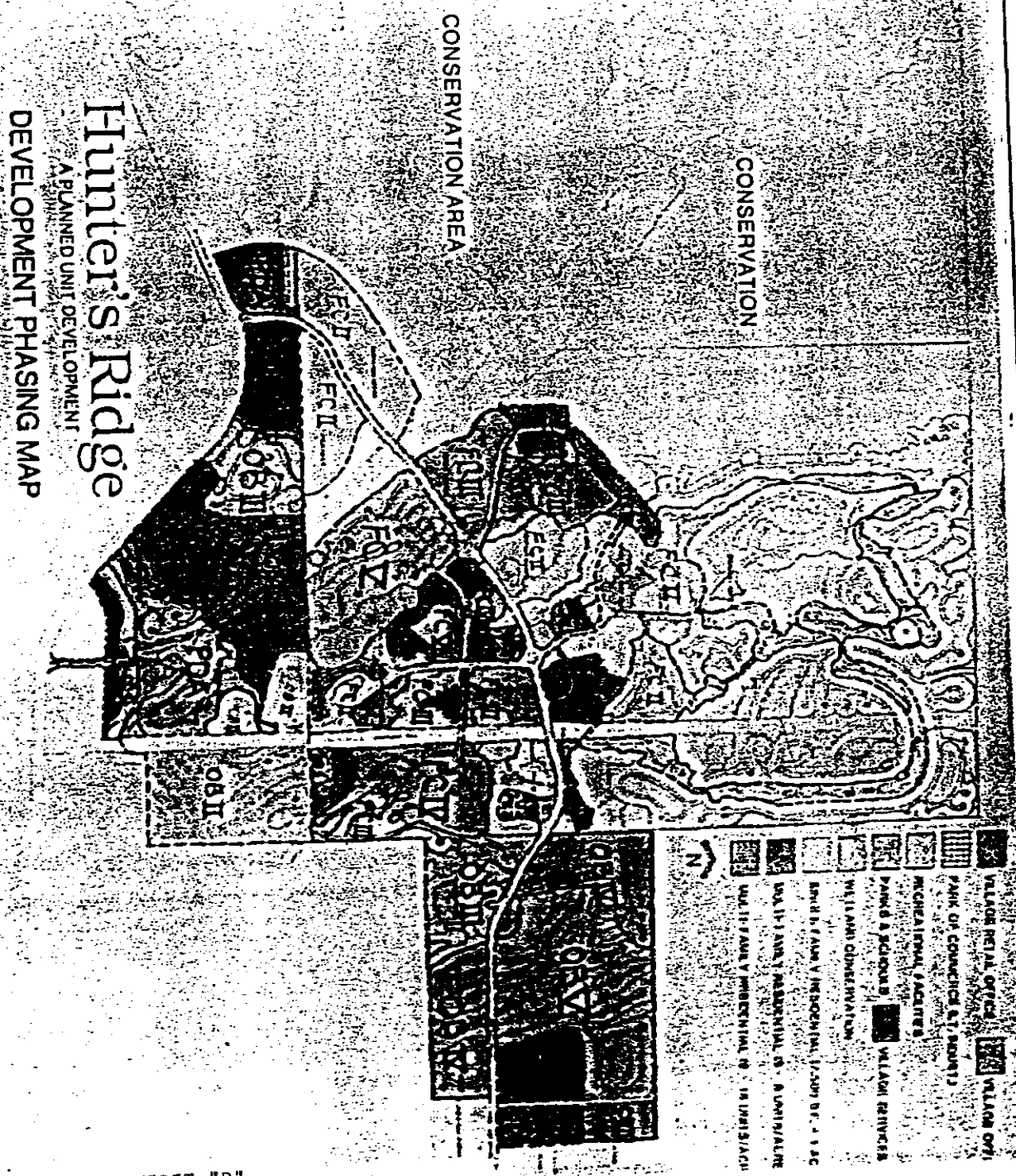


EXHIBIT "D"

LAND USE - HUNTER'S RIDGE

LAND USE	ORMOND BEACH	FLAGLER COUNTY	COMBINED TOTALS	%
Village Retail Office	0.00	11.61	11.61	0.42%
Village Office	0.00	5.71	5.71	0.21%
Light Industrial	0.00	16.68	16.68	0.60%
Village Services/Recreational	192.00	197.18	389.18	14.05%
Parks & Schools	30.61	90.89	121.50	4.39%
Multi-Family Residential (with Upland Buffer)	14.51	64.52	79.03	2.85%
Wetlands	174.54	259.34	433.88	15.66%
Roads, Drainage, Retention	110.95	146.93	257.88	9.31%
Lakes	28.65	52.90	81.55	2.94%
Golf Course	0.00	130.00	130.00	4.69%
FP&L Easement	17.32	57.25	74.57	2.69%
Single Family Residential (with Upland Buffer)	341.42	927.61	1,169.03	42.19%
TOTAL ACREAGE	910.00	1,860.62	2,770.62	100.00%

LAND USE	ORIGINAL	REVISED	CHANGED	%
Village Retail/Office	35.20	11.61	-23.59	-67.02%
Village Office	41.20	5.71	-35.49	-86.14%
Light Industrial	30.00	16.68	-14.12	-47.04%
Village Services/Recreational	164.00	389.18	225.18	137.30%
Parks & Schools	144.50	121.50	-23.00	-15.92%
Multi-Family Residential w/o Upland Buffers	191.00	64.03	-126.97	-66.48%
Single Family Residential w/o Upland Buffers	1,717.00	984.05	-732.95	-42.69%
Upland Buffers	644.00	199.98	-444.02	-68.95%
Wetlands	1,416.00	433.88	-982.12	-69.36%
Roads, Drainage, Golf Course, Retention, etc.	653.30	544.00	-109.30	-16.73%
TOTAL ACREAGE	5,037.00	2,770.62	-2,266.38	-44.99%

USE	EMPLOYMENT ESTIMATES *			
	ACRES	SQ. FT.	KSF	EMPLOYEES
Village Retail/Office (40% Office)	4.64	64,960	4/KSF	260
Village Retail/Office (60% Retail)	6.97	97,580	2.5/KSF	244
Village Office	5.71	79,940	4/KSF	320
Light Industrial/Office Warehouse	16.68	233,520	1.8/KSF	420
Golf & Tennis Club	N/A	N/A	AVERAGES	60
TOTAL EMPLOYEES				1,304

UNIT TYPE	FAMILY SIZE	DWELLING UNITS		POPULATION TOTALS
		ORMOND	FLAGLER	
Single Family	2.95	932	1237	6398
Multi-Family:				
(a) Townhouses & Villas	2.7	30	245	797
(b) Apartments & Condos	2.1	0	220	462
TOTALS		962	1702	7657
GROSS DWELLING UNITS PER ACRE		1.05	0.91	AVG .97 DUA

*Employment Estimates are Based on the Following Source:

ITE Trip Generation, 4th Edition

1. Village Office (40% of Village Retail/Office)
14,000 Square Feet of Building per Acre
4 Employees per KSF
2. Village Retail (60% of Village Retail/Office)
10,000 Square Feet of Building per Acre
2.5 Employees per KSF
3. Village Office
14,000 Square Feet of Building per Acre
4 Employees per KSF
4. Light Industrial/Office Warehouse
14,000 Square Feet of Building per Acre
1.8 Employees per KSF

NOTE: Substantial Deviation Land Area in Flagler County is 1004 Acres with 949 Dwelling Units or a gross density of .945 Dwelling Units per Acre.

EXHIBIT "F"

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DEVELOPMENT SCHEDULE 12/2/90

ORMOND BEACH			FLAGLER COUNTY		
YEAR	PHASE	DESCRIPTION	YEAR	PHASE	DESCRIPTION
Present	PDA	108 Single Family Dwelling Units Deed: Airport Road R.O.V. Deed: [REDACTED] Water and Water Plant Sites Deed Easement (Hudson Ver Field)	Present	PDA	Deed: Airport Road R.O.V.
1 AND 2	OB-I	135 Single Family Dwelling Units Deed: City Rec. Park Site St. Rd. 40 Deed: [REDACTED]			
3 AND 4	OB-II	135 Single Family Dwelling Units Construct Airport Rd. from East to West City Limits Deed Public Safety [REDACTED] Start Equestrian Center Church Sites-St. Rd. 40	3 and 4	FC-II	[REDACTED] Dwelling Units Construct Main Blvd to Airport Rd. Construct Airport Rd. from Elm. School East to City of D B Light Industry 30,000 Square Feet Deed Elementary School Site Deed Public Safety Site Construct 4 Tennis Courts Village Center (15,000 [REDACTED]) Start Charging Golf Course
5	OB-III	146 Single Family Dwelling Units 30 Multi-Family Dwelling Units	5	FC-III	Complete Golf Course Deed Community Recreation Park Light Industry 25,000 Square Feet Dog Care Facility Deed Middle School Site Complete Airport Rd. to St. Rd. 40 Deed Maintenance Yard Site Deed Regional Park Site 89 Single Family Dwelling Units 30 Multi-Family Dwelling Units Village Center Office 15,000 Sq. Ft.
6 and 7	OB-IV	200 Single Family Dwelling Units Deed City Recreation Park	6 and 7	FC-IV	Light Industry 25,000 Square Feet 102 Single Family Dwelling Units Church Site Complete Tennis Club Library Village Office 20,000 Square Feet
8 and 9	OB-V	170 Single Family Dwelling Units	8 and 9	FC-V	Light Industry 25,000 Square Feet 146 Single Family Dwelling Units 33 Multi Family Dwelling Units
			10	FC-VI	[REDACTED] Dwelling Units 28 Single Family Dwelling Units Village Center Retail 30,000 Sq. Ft. Village Center Office 20,000 Sq. Ft. Light Industry 25,000 Square Feet
			11	FC-VII	60 Multi Family Dwelling Units Light Industry 25,000 Square Feet Village Office 20,000 Square Feet
SUBSTANTIAL DEVIATION REQUEST IS REQUIRED FOR FUTURE PHASES					
			12	FC-VIII	Light Industry 30,000 Square Feet [REDACTED] Dwelling Units Village Office 20,000 Square Feet 130 Single Family Dwelling Units
			13	FC-IX	Village Center Retail 32,500 Sq. Ft. Light Industry 28,528 Square Feet Village Center Office 29,960 Sq. Ft. 230 Single Family Dwelling Units
			14	FC-X	250 Single Family Dwelling Units Village Office 19,940 Square Feet
			15	FC-XI	199 Single Family Dwelling Units

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124630

EXHIBIT "F"

October 17, 2023

Steven Spraker
Planning Director
City of Ormond Beach
22 S. Beach Street
Ormond Beach, FL 32174

Re: Notice of Non Compliance/ Ormond Beach- Hunter's Ridge DRI

Dear Mr. Spraker:

This office along with Kim Booker, Esq. represent Hunter's Ridge title owner US Capital Alliance LLC ("US Capital") and Hunter's Ridge Acquisition and Development Corp ("HRA&D") which manages the project. We have received your October 4 notice calling for an October 25 hearing regarding alleged failures to comply with certain governmental orders and mutual agreements affecting the project. It is understood that the only topic for the October 25 hearing is Hunter's Ridge.

Both HRA&D and US Capital deny the failure to comply with the items identified in your notice. For the City Commission's consideration in regard to the scheduled hearing, the attached response and associated documentation is provided. These materials demonstrate that HRA&D and US Capital have done all reasonably, legally and practically possible to complete the items identified by the City.

As might be expected, neither HRA&D nor US Capital can allow any possible resolution of non-compliance to go unchallenged –especially given all the work that has been done to both comply with all mandates and even explore other options to assist the City. It is however the sincere hope of both US Capital and HRA&D that the City Commission will reconsider its stance and work together to resolve the issues which the City thinks to exist.

It would be appreciated if you would circulate this letter, the tendered response and a flash drive containing all referenced exhibits. To allow distribution to all City Commissioners, counsel and yourself, we have created and supply 7 flash drives to ease review of the many pages of exhibits referenced in the response.

GIBBONS P.C.

Mr. Steven Sprager
October 17, 2023
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Representatives of HRA&D, US Capital and several witnesses able to provide relevant testimony will accompany the undersigned and Ms. Booker to the hearing. We all look forward to discussing this matter with you and the commissioners at that time.

Very truly yours,

A handwritten signature in dark ink, appearing to read "Philip W. Crawford". The signature is fluid and cursive, with a prominent "P" and "C".

Philip W. Crawford

cc: Glen Fishman
Jake Beren
Kim Booker, Esq.

RESPONSE OF DEVELOPER HUNTER'S RIDGE ACQUISITION AND
DEVELOPMENT CO. TO NONCOMPLIANCE NOTICE SERVED BY CITY OF
ORMOND BEACH DATED SEPTEMBER 18, 2023

On April 15, 2021, Hunter Ridge Acquisition and Development Co. ("HRA&D") purchased all of the interest in US Capital Alliance, LLC ("US Capital") which is the current property owner and "master developer" for the Hunter's Ridge development located both in Volusia and Flagler Counties and operating under two separate Development Orders. As fee simple title owner and by assignment of all development rights under the Ormond DRI and Flagler County DRI, US Capital acceded to all rights (and duties) either deeded to it or acquired by operation of permits, orders and agreements between title owners of record and all relevant governmental entities including the City of Ormond Beach ("City"), the County of Flagler ("Flagler") and the St. John's Water Management District ("SJRWMD").

Carved out of timber lands formerly owned by Georgia- Pacific, the history of the Hunter's Ridge Development is extensive and long; agreements and planning for it had been underway since 1988 when the DRI was submitted and adopted in Ormond in 1991. As two separate developments of regional impact orders "(DRI)", one encompassing the Flagler County area and the other encompassing the Ormond area, the relevant agreements and permits involve and affect different governmental entities.

The 1991 Ormond DRI Development order issued by the State of Florida Land and Water Adjudicatory Commission adopted an Amended Final Order granting the Application for

Development Approval for the Hunter's Ridge Development of Regional Impact which constitutes a land development order in the City of Ormond and which governs the Ormond Beach area of development. (Ex 7). This Ormond DRI has been amended three times after the initial approval in 1992, 1997 and 2003¹, all of which state that the development order was in full force and effect.

A separate Flagler County DRI was adopted and amended in 2010 which is the basis for Ormond's allegations of non-compliance to be discussed today regarding the 40 Grade Easement. Until now, the governmental entities have cooperatively worked together to further the development in both the County and Ormond under these separate and distinct development orders.

While the prior owner of record was dilatory in the performance of certain tasks, US Capital Alliance, LLC has been dedicated to prompt and proper performance in accord with law and agreements and has been working diligently towards project completion. It has repeatedly met with City officials, offered numerous options for resolving the issues identified by the City and continues to do so. It specifically rejects the City's claims that it not presented a good faith plan to assure compliance with prior governmental edicts and orders, especially since three different governmental entities are involved, US Capital Alliance, LLC objects to the City's notice of supposed non-compliance with the City Development Order and seeks by both this submittal and an in person presentation during

¹ First Amendment to Ormond DRI adopted April 7, 1992 recorded on OR Book 3739, page 1898 (Ex 7); Second Amendment to Ormond DRI dated November 18, 1997, OR Book 4257, Page 2955, (Ex 13) Third Amendment to Ormond DRI, Resolution 2003-212, dated November 19, 2003, OR Book 5212, Page 2589 (Ex 17), all Public Record of Volusia County, Florida.

the pending October 25, 2023 hearing to delineate all the reasons and evidence rebutting the City's claims. Quite the contrary, US Capital has fully performed and HRA&D stands ready to perform all required actions consistent with the Ormond DRI, agreements and development orders affecting its development.

In the City's notice of non-compliance, it sets forth five (5) separate alleged violations of the City DRI. Three of the alleged claims of non-compliance are virtually the same- all pertain to the quality of title for a land parcel (known as "Parcel B") to be conveyed to the City on which there is an easement in favor of Flagler County. The remaining two alleged violations deal with hydro-period studies and restoration activities.

This submittal references each supposed violation in the order presented in the City's notice and then sets out all the evidence, rationale and common sense rebutting the City's claims. Once the City reviews this information in connection to its claims of non-compliance, the City Commission must find that US Capital Alliance, LLC. is compliant and Ormond must not take any action to terminate services provided by a separate contract under the Flagler County DRI and Interlocal Agreement with Flagler County. US Capital Alliance is ready to move forward toward utility permit issuance and project completion under the Flagler County DRI. The Ormond DRI has been completed and the sole remaining item, once SJRWMD has completed its permits, will be to deed the conservation lands to SJRWMD and Ormond while reserving the rights retained by US Capital Alliance for, silviculture, and specified equestrian and hunting activities in the management plan for the Conservation Lands.

Alleged Developer Violations 1-3

1. Failure to convey Parcel B of conservation lands to the City in “fee simple”.
2. Conveying an easement on Parcel B to Flagler County which is supposed to be conveyed to the City in fee simple
3. Authorizing Flagler County and the Developer to “develop and construct a sixty foot wide public road through conservation land located in the City (which is supposed to be conveyed to the City in fee simple)

HRA&D Response

a. The reality is that US Capital Alliance, LLC has offered to convey fee simple title to Parcel B when it met with Ormond on August 18, 2021 and when it later sent a fee simple deed for same to the City for review and approval. See letter of Kim Booker, Esq. transmitting Parcel B deed dated September 23, 2022 and approving form of deed generated by SJRWMD and City. (Ex 64) The deed provided for one half undivided interest in the name of both SJRWMD and one half of an undivided interest in the City as expressly dictated by the 1991 Ormond DRI (Ex 7), and the 1990 Joint stipulation, attached to the DRI, between Former Hunter’s Ridge Developer Florida Georgia Venture Group, Flagler County, City of Ormond Beach and the Florida Audubon Society (Ex 6). The Ormond DRI and Joint Stipulation specified that a separate parcel denominated as Parcel B and similarly characterized as ‘conservations lands’ was to be transferred to both SJRWMD and the City. No time period for transfer was specified. See id. While parcel A in Ormond was conveyed by deed in 1996 to the City in conjunction with the development of the Chelsford Heights subdivision, it is important to note that neither the prior developers of Hunter’s Ridge nor the City apparently discussed the timing of transfer of Parcel B and the DRI does not establish a time frame for the conveyance. There is no

record of any demand by the City for title transfer until after US Capital Alliance, LLC referenced its willingness to transfer the land in late 2021 and early 2022.

Historically, conservation easements were recorded on the Conservation Lands as developments were approved by Ormond. The 278 acres in Parcel B ² in Ormond is restricted to Conservation uses except for the developer's reserved rights. Currently, 932 homes have been completed in Ormond and all development has been permitted, platted and building permits issued on substantially all of the lots without any objection being raised by the City as to either the transfer of Parcel B or the status of hydroperiod restoration.

b. A review of the title for the land within Parcel B does reference an easement in favor of various landowners in Flagler County for a dirt access way known as "40 Grade."³ 40 Grade runs through Parcel B in Flagler County and through Parcel B in Ormond Beach. This easement mirrors an existing real access way that has been in place without interruption for many years. This access way has existed prior to 1970 and provided critical access to fire personnel in the fires of 1998 and thereafter. It also has provided access for timbering, access for evacuations in times of flooding, performance of management plans required by SJRWMD, hydro-period restoration activities, mitigation work, and the activities retained by the developer. The access way existed long before

² ² According to survey, there are 276.4 acres in Parcel B. However, the parcel located in Ormond Beach has been identified as 287/ Parcel B as if there were 287 acres in it.

³ The accessway has been referred to alternately as "Forty Grade" or "40 Grade." The designation was apparently made by Georgia- Pacific or other owners of the land long before US Capital acquired an ownership interest.

US Capital acquired title to the land in 2016 and long before the inception of the Ormond DRI. In addition, the 40 Grade has always been utilized for emergency access to conservation lands owned by Flagler County.

The City even submitted an application to Flagler County requesting an easement on the 40 Grade and an easement to locate wells within the Flagler County conservation area.⁴ The County approved the drilling of wells and the easement on the 40 Grade to access and monitor the City water wells it desired to operate in Flagler County.⁵ It is understood that Flagler County has mowed and stabilized the 40 Grade access way (a simple dirt path) over the conservation lands both in Flagler County and the City to the terminus of the access way at State Road 40 Flagler County, with standing to address the City Planning Board (since its financial and governmental interests will be adversely affected by possible decisions of the City), will corroborate these statements at the pending hearing on October 25.

US Capital is bound to the restrictions on title as agreed by prior owners of the company. In 2017, long before HRA&D came to acquire its ownership interest in US Capital, the “40 Grade Easement” was entered between Flagler County and US Capital to legally memorialize the *de facto* existence of the Forty Grade access way. See “40 Grade Easement dated April 24, 2017 and recorded at Volusia County OR Book 7394 page 4702

⁴ This use would be in contravention of the Flagler County DRI which prohibits well drilling on the Conservation Lands.

⁵ It is notable that the easement requested by the City was subject to obtaining the consent of SJRWMD and the Florida Audubon Society. This easement also violates the rights of US Capital Alliance, LLC. in the Flagler County DRI and affiliated agreement referred to as the Conservation Park Agreement executed between the County of Flagler and US Capital Alliance, LLC.

(Ex. 28) This easement applied to US Capital's land in both Flagler and Volusia County including Parcel B. Flagler County wanted the easement to assure its public safety access and ability to manage the conservation lands and made the 40 Grade easement a condition in its DRI affecting Hunter's Ridge in 2010.

When a prior owner of US Capital had failed to issue the 40 Grade Easement, back in November 2016, Flagler County called for a hearing to discuss the situation and efforts to remediate same. The City received notice of the scheduled hearing . See letter to Kim Booker, Esq. dated November 16, 2016. (Ex 27) However, no objection was raised by the City and the easement was issued. See Ex 28.

c. The prior owner of US Capital provided the easement as a practical measure (since the access way already existed); there were also a number of easements in favor of third parties. All parties needed access to continue to manage the conservation area and because it was required in the 2010 Flagler County DRI Order controlling the Hunter's Ridge development in Flagler County (Ex 20).

The 2010 Flagler County DRI Order referenced the 40 Grade as follows:

The Forty Grade and existing jeep trails connected to the Forty Grade shall be required to remain open as an access road for emergency vehicles, as an emergency exit route, for land management, as potential equestrian trails, and other potential recreation uses as permitted, unless agreed to be closed by the Future Owners.

See 2010 DRI Order Section IV.7.f.2 (Ex 25)

The City received notice of the hearing to approve the 2010 Flagler County DRI. See August 18, 2010 notice setting October 25, 2010 hearing. (Ex 24) The City even questioned the status of an improved roadway (Strickland Lane) referenced in the proposed order but did not complain about the continued maintenance of 40 Grade. See July 12, 2010 letter of City to Flagler County. (Ex 23)

d. The City's demand that Parcel B be transferred without any easements thereon is also a legal impossibility regardless of the status of the 40 Grade easement since there has existed easements thereon since 1981. At that time, Hudson Pulp & Paper recorded an easement on what is now being identified as Parcel B. ⁶ This easement was transferred to Durrance Development Ltd. and it recognized that the easement passed to subsequent grantees. See Grant of Easement dated April 14, 1981 and recorded April 21, 1981 at Volusia County OR Book 2261, page 224. (Ex 1) Further easements on what is now known as Parcel B were recorded in 1997. See Grant of Easement dated August 14, 1997 and recorded on August 15, 1997 at Volusia County OR Book 4226 page 4106. (Ex 11) The same easement was also recorded on August 28, 1997 at Flagler County OR Book 591, page 536. (Ex 12)

e. The inclusion of an easement in a deed however does not destroy the ability to transfer ownership title in fee simple as required by the Ormond DRI. Although an easement is a real property interest in land, it is a right *distinct from ownership* of the land

⁶ The parcel is identified also as Volusia County Parcel ID No. 412800000020

itself and does not confer title to the land on which the easement is imposed. Platt v. Pietras, 382 So. 2d 414, 416 (Fla. 5th Dist. Ct. App. 1980) (emphasis added) ; Florida Power Corp. v. McNeely, 125 So. 2d 311, 315-16 (Fla. 2d Dist. Ct. App. 1960). A fee owner of lands impressed with an easement *retains both the fee simple and possession or constructive possession of the lands*, even though they are burdened with an easement enjoyed by another. 20 Fla Jur Easements and Licenses in Real Property § 76 (emphasis added)

f. Even without the aforementioned citations to Florida law, the City's current claim that a title transfer with an included easement somehow destroys the existence of fee simple title is inconsistent with reality. Legions of deeds conveying fee simple title include easements for utility passage and access; lands without adjoining public roads and streets are also common application of the easement concept that gives access to a party who does not own the land. In this case, the portion of Parcel B within Flagler County just north of Parcel B lying in Ormond does not have ready access to public thoroughfares- likely the reason that the 40 Grade accessway was built through to State Road 40.

The City position that fee simple title is not granted if the title is encumbered by easements is further refuted by the conduct of the City itself. When Parcel A of the Conservation Area was transferred by a prior title owner to the City and SJRWMD with each taking a one half undivided interest, that deed expressly stated that the fee simple title *was subject to all easements*, limitations and use restrictions set forth in the

Declarations of Covenants and Restrictions for the Hunter's Ridge Subdivision. See Parcel A deed dated November 22, 1996, recorded Dec 10, 1996 at Volusia County OR Book 4160, Page 4280 (emphasis added). (Ex 10) Parcel A was accepted by the City and no objection to the quality of the deed was asserted.

g. The City's call for the current transfer of title to Parcel B which is also not possible since SJRWMD is to be an undivided one half owner of the property and SJRWMD will not accept title until all permitting requirements have been met and issued as well as all Phase I review and title work is done. US Capital Alliance has completed the Phase I environmental review, and title work has been done but SJRWMD has not issued all necessary permitting. While this permitting should be issued in the next few months, in the interim, US Capital is caught between SJRWMD on the one not presenting seeking title and the City demanding it immediately. To address this issue, HRA&D has offered to place the deed in escrow until all conditions are satisfied for delivery of the deed. Finally, the Ormond DRI (Joint Stipulation) does not impose a timeframe for delivery of the deed and it has always been assumed that it would be done at the end of development and permitting like when all the conservation easements in favor of SJRWMD were completed and recorded.

h. Parcels A and B as contained in both Flagler County and the City have been designated since the 1990s in the Ormond DRI and the Flagler DRI as conservation land on which only limited passive recreation uses are permitted. No further development; well drilling, mining or other uses are permitted.

i. As a condition of its permits and approvals for development, SJRWMD also required the issuance of a conservation easement in its favor covering land in Ormond including a portion of Parcel B. This has been the customary practice of development since 1996 when the first conservation easement was recorded against 50 acres in Parcel B. (Ex 10). An additional conservation easement was granted to SJRWMD and recorded on May 31, 2023 in Volusia OR Book 8413 page 3915. (Ex 82) To be sure, the designation of the land as within a conservation zone was a long standing principle of the Ormond DRI and Ormond Beach Comprehensive Land Use Plan. (Ex 26). The easement, however, did not call for the removal of the 40 Grade access way. See SJRWMD Easement (Ex 82). Indeed, SJRWMD reserved the right to enter the property with equipment and vehicles to inspect and take other action. See id. at para. 2a.

j. The City also submitted an 2021 application to Flagler County for yet another an easement, but this time to drill wells and for access on the 40 Grade. Despite the fact that well drilling is contrary to the Flagler DRI and Ormond DRI as well drilling is specifically prohibited in the Conservation Lands, the County agreed to give Ormond an easement for access over the 40 Grade as well as to drill wells if the City obtained the consent of SJRWMD and Audubon. (See minutes from June 5, 2021 Flagler County meeting (Ex 31)) This easement mirrors effectively the access that Flagler County required of US Capital on Parcel B.

k. HRA&D stands ready to provide the deed from US Capital to the City for Parcel B. HRA&D gains no monetary advantage whether the parcel does or does not have a formal

easement for the 40 grade accessway (except that same was required by Flagler County). While HRA&D understands Flagler County's need for use of the 40 Grade accessway, how Flagler and the City arrange such access is an issue between them perhaps even as a part of an interlocal agreement if same is thought needed. Indeed, to show good faith and allow the City and Flagler County to resolve the dispute about the 40 grade accessway on their own schedule, HRA&D has proposed and continues to propose that its deed for transfer be tendered in escrow. Once transferred, the continued development of the Hunter's Ridge development should not be held hostage to any dispute between Flagler County and the City. US Capital Alliance, LLC. must however retain an access over 40 Grade to allow it to perform under its obligations under the Ormond DRI including ongoing management and to exercise its reserved rights.

If Ormond refuses to accept the deed for Parcel B without releases of all encumbrances or liens, it is impossible for US Capital Alliance, LLC. to do so as this land has been encumbered by access easements since 1981 and the conservation easements since 1996, which are both consistent with the uses established in the Ormond DRI and necessary for development. In addition, by operation of the DRI orders, the developer retains the right to use Parcel B for equestrian activities, limited silviculture and hunting of deer and feral hogs(for population management purposes). Access is also required for the continued management by US Capital Alliance, LLC of the entire area.

Alleged Developer Violations 4-5

4. Failing to Prepare Hydro-period restoration plan that is acceptable to SJRWMD, Flagler County and City of Ormond Beach

5. Complete Hydro-period Restoration Work more specifically:

- Plug or install water control structures to restore hydro-period of Hull Cypress Swamp (which is located in Flagler County)
- Install gaps in fill berm of Hull Cypress Swamp ditch to reflood wetlands and divert ditch flow through wetland
- Plug or install control structures in other manmade canals or ditches to restore historical hydro-period

HRA&D Response

a. HRA&D has only owned the Hunter's Ridge development project since April 15, 2021; however there has been extensive prior work done on hydrologic issues including restoration of the water flows to conservations lands within Hunter's Ridge previously affected by timber, mining and other activities in 1988 and thereafter.

b. The need for hydrologic work and hydro-period restoration was recognized in the 1990 Joint Stipulation of the Florida Audubon Society, Florida- Georgia Venture Group (and assigns), Flagler County and the City of Ormond Beach. (Ex 6). This work was also referenced in Special Condition 3.5 (H) of the 1990 Amended Final DRI Order (Ex 6)⁷. Please note that the work was to occur in Flagler County and not Ormond Beach. These stipulations and orders were entered long before the present operators of Hunter's Ridge took ownership.

⁷ The relevant portion of the Joint Stipulation regarding hydro-period restoration is included in the 1990 DRI Order which is attached as Ex6.

c. A summary of the work permitted and performed was tendered in a documentation study submitted to the City on February 10, 2023 via City Attorney Randal Hayes. See 2023-02-10 Email from Mike Chiumento to Randy Hayes (Ex. 72). This hydro- period work summary is submitted herewith again for ease of review. See Memorandum re: Hull Creek Restoration (Ex 67). The analysis was performed by the project engineer, Kimberly Buck, P.E. and attached all permits and annual reports to corroborate the statements in the summary. As noted in the documentation, Ms. Buck also participated in the permitting process and oversaw the performance of work. Ms. Buck is available to testify if needed.⁸ The documentation study shows that the restoration work was completed by 1998 . See id at pg.1.

After completion of this work, numerous subdivisions within the Hunter's Ridge Development were approved and then constructed within the City of Ormond Beach without revisited analysis of hydrologic studies. A representative approval was the Westlake Phase I subdivision approved in 2002. See Ormond Beach Staff Report re: Westlake Phase I Approval (Ex. 15). See also SJRWMD Mitigation Submittal for Westland Village (Ex. 16)

d. In accord with both the 1990 Amended Final DRI order (Ex 6) and the Joint Stipulation (see also ex 6) between then Hunter's Ridge developer (Florida Ventures0 , Flagler County, the City and the SJRWMD, it was determined that Hunter's Ridge was obligated to work with SJRWMD for the performance of the hydro-period repairs and restoration.

⁸ Hunter Ridge HOA President Wayne Griffin also participated in the performance of the hydroperiod restoration work and is available to testify.

As noted in the documentation study, that is exactly what was done with permitting issued by SJRWMD and notification of permitting being tendered to the City. See Memorandum (Ex 67)⁹ See also letter of SJRWMD to City of Ormond Beach dated August 4, 1988 tendering permits. (Ex 2).

After the documentation study was submitted to Attorney Hayes, no commentary regarding same was received back from the City. The City also has not adduced evidence or shared information which contradicts the historical information submitted by US Capital Alliance, LLC. Based on the tender many months ago of documentation showing completion of hydro-period restoration work, it is surprising that the City has cited HRA&D for non-compliance on this issue¹⁰ when clearly the evidence has been provided to establish the work was performed and completed. SJRWMD has also completed an inspection of the site which supports this conclusion.

e. The Joint Stipulation between Flagler, the City, SJRWMD and the Florida Audubon Society referenced hydro-period restoration work that needed to be done in and about Hull Creek Swamp. (See Ex 6) This waterway is exclusively within Flagler County. Recalling that all hydro-period restoration work was to be done as directed by SJRWMD, a recent request was made for a statement from the Water District on the performance of

⁹ In the documentation study, Ms. Buck also notes that the Annual Reports of Hunter's Ridge (wherein references to environmental work including hydro-period restoration activities) were sent to the City, Flagler and additional governmental agencies. See Memorandum at pg.1 (Ex 67).

¹⁰ A record of historical documentation also reveals no prior incidence where the City has complained of the failure to complete hydro-period restoration. With the Joint Stipulation and Amended Final Order both being entered in 1990, had the work not be completed, complaints regarding same would have been long ago been vetted. In this regard, it is notable that neither Flagler County nor SJRWMD have complained of any failure to perform the hydro-period restoration.

work. As noted in the email received from Christine Wentzel, Regulatory Manager for SJRWMD, the work that was required all was performed in Flagler County- no work was needed within the Parcel B land to be tendered to the City. See October 16, 2023 email from Christine Wentzel to Jacob Beren (Ex 91) . It is notable that SJRWMD does not cite any work still needed or incomplete.

Consequences of City Action / Inaction

The City closes its notice of non-compliance by noting

The City is prohibited from issuing any permits or approvals or providing any *extensions of service* if the Developer fails to act in substantial compliance with the Amended Final Order.

See Notice of Non-Compliance at pg.7 (emphasis added) (Ex 88)

While the City is somewhat obtuse as to the meaning of the referenced sentence, its language suggests that the City will not grant permits for extensions of potable water and wastewater service if it does not get what it wants. While US Capital Alliance, LLC believes it has acted in substantial compliance with City orders affecting its development, there can be no penalties regarding water service implemented by the City *even if* the City disagrees with the position of US Capital Alliance, LLC on the extent of its compliance with development orders.

In the above regard, the City entered into a 2017 retail water service and wastewater agreement which US Capital Alliance, LLC has relied upon to develop portions of the overall project which are now under construction or will be in the very near future. See

Retail Utility Service Agreement for Hunter's Ridge DRI Service Area (Flagler County) dated November 7, 2017. (Ex 29) In the agreement, the Developer is obligated to build out the potable water and waste system infrastructure and once tendered to the City, the City "shall" provide potable water and wastewater treatment at a fee equal to 125% of the charges assessed upon users within the City. This agreement did not contain any conditions to future water and wastewater services that required the Developer to tender rights to Parcel B, or perform hydro-period remediation studies or satisfy any of the alleged conditions of non-compliance the City has now asserted. See id.

As a consequence of its contractual agreement upon which HRA&D relied, the City cannot refuse to extend potable water and waste water treatment services to the subdivisions of Hunter's Ridge currently under development. The City has failed to identify any grounds to justify a service refusal.

In addition to the 2017 retail water service and wastewater agreement extant between US Capital and the City, there is a 2009 inter-local agreement executed by the City and Flagler County where the City promises to provide potable water and wastewater treatment for the aspects of the Hunter's Ridge development within Flagler County albeit just north and west of land within the City's jurisdiction. See Retail Water and Wastewater Service Agreement recorded December 10, 2009 at Flagler County OR 1748 page 696. (Ex 90) This agreement did not contain any conditions to future water and wastewater services that required the Developer to tender rights to Parcel B, or perform hydro-period

remediation studies or satisfy any of the alleged conditions of non-compliance the City has now asserted. See id

As a consequence of this additional contractual agreement upon which HRA&D relied in its dealings with Flagler County, the City cannot refuse to extend potable water and waste water treatment services to the subdivisions of Hunter's Ridge currently under development. The City has failed to identify any grounds to justify a service refusal.¹¹

In addition to the foregoing agreements compelling continued water service connections to the remaining Hunter's Ridge developments under construction¹², HRA&D has succeeded to rights and privileges included in a water wellfield and pipe line easement agreement dated July 21, 1989 and adopted by a resolution of the City of Ormond Beach dated August 1, 1989. See City of Ormond Beach Resolution 89-146- Water (Ex 5). This agreement allows the City of Ormond Beach to drill and operate a water well field and transmission pipe across the land now owned by US Capital and in return the City promised to provide access to the City's municipal water system at such time as the Hunter's Ridge project was developed. The agreement runs with the land and is binding "upon the parties and upon their successors and assigns." Id. at para 17. The agreement contains no conditions allowing the City to refuse to supply potable water to Hunter's

¹¹ Flagler County, on whose land the City promised to provide water and wastewater services, has standing to complain of any City refusal to provide extensions of water service to customers to be located in Flagler County. It is understood that representatives of Flagler County will ask to be heard during the pending October 25 hearing on this matter.

¹² Currently there are 516 single family homes and 2 commercial sites within Hunter's Ridge in Flagler County about to be built – all of which will require water and sewer service. If these utilities are denied, there will be significant monetary losses which would be caused by the City's conduct.

Ridge. Conversely, there are no conditions allowing Hunter's Ridge to refuse continued well access. However, if the City believes it can renege on its promises in the wellfield and retail water agreements, then HRA&D would be in its rights to terminate access to its land for water well operations. Indeed, if the City breaches the water wellfield agreement, it expresses allows HRA&D as successor in interest to litigate its claim and receive attorney's fees as a prevailing party.¹³

With HRA&D ready to transfer title to the land in Parcel B, which is both covered by a conservation easement required by SJRWMD and is land designated as conservation land in both the Flagler County and City DRI orders, the City's call for title transfer without easements and the rest of its notice of non-compliance seem to be a pretext to allow the City to deny Hunter's Ridge promised water services and instead serve other possible customers. Whether such moves are motivated by lucrative promises to supply water to new developments such as Avalon Park or others, or if water supplies do not exist for both Hunter's Ridge and new developments to be served, the promises to Hunter's Ridge have been long standing and take precedence over new opportunities.

Land Transfer Compensation Claim

In the 1991 Development order issued by the City (Ex 6), the following provisions are included:

¹³ It is also important to note that the City has recently approved the construction of a wastewater treatment plant and publicly available documents regarding the facility reveal that there will need to be piping run across land owned by US Capital. Currently there are no easements in place for this purpose.

3.5 The Applicant shall convey the lands enumerated (hereafter "Conservation Lands") in the Joint Stipulation dated December 6, 1990, (which is attached and incorporated herein as Exhibit B-B) and entered into by and among the Florida Audubon Society, the City of Ormond Beach, Flagler County, and the Applicant, in a manner consistent with said Joint Stipulation.

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I. The Applicant shall be entitled to claim "Mitigation Credits" for that part of the hydroperiod restoration work required by this Condition 3.5. and performed in Volusia County, in order to offset any mitigation requirement arising from the construction of the Hunter's Ridge DRI, but only to the extent allowable under the City of Ormond Beach land development regulations in effect at the time of application for final development approval of any portion of the project.

J. Impact fee credits for "Conservation Lands" will be awarded on a full-value basis, not to exceed the amount of applicable impact fees or the total value of such lands for conservation use based on an MAI appraisal to be submitted by the Applicant, whichever is less.

In compliance with the many agreements in place between Hunter's Ridge and the City, Flagler County and SJRWMD, US Capital is prepared to deed the 278 acre Parcel B to the City and SJRWMD but to date, the City has not provided details on how the mitigation credits due to US Capital are to be tendered. Similarly, US Capital is entitled to impact fees or payment for the value of the land to be tendered and again the City has only pressed for the execution of the deed for the land without addressing these compensation issues.

In accord with the Joint Stipulation, the City must tender proper credits for the extensive land parcel it is about to receive or make adjustments and accommodations with US Capital which resolve all the issues extant between them.

Conclusion

HRA&D, from time of ownership acquisition to the present, has offered to work with the City on all aspects of the project. Relevant to the issues regarding Parcel B, when the City wanted to explore the installation of water wells on the property, HRA&D provided access for inspection and survey and agreed to let the City explore how it might address the prohibitions on water well installation referenced in the Joint Stipulation long ago entered.

When the City had concerns about the quality of title it would receive to Parcel B, HRA&D offered to provide title in escrow while the City and Flagler County addressed the issues of the 40 Grade accessway including a possible interlocal agreement that defines the nature of the accessway and could substitute for the easement that Flagler County has required of Hunter's Ridge.

Despite the contrary claims in Mr. Spraker's cover letter regarding this matter, HRA&D has offered repeatedly to meet with City staff to discuss how it could deed Parcel B to the City and SJRWMD while assuring its receipt of the mitigation credits allowed by Joint Stipulation but to date has been refused. HRA&D even accepted the deed format proposed by the City and SJRWMD for the transfer of Parcel B so long as the credits

were issued. When HRA&D asked for a meeting to discuss this issue, it was told by City Staff that such a meeting was not needed. At the October 25 hearing, representatives of Flagler County will also be in attendance to speak to the inability to communicate and resolve the issues about the 40 Grade roadway, contract assured utility services and the uses of the parcels designated as conservation lands.

HRA&D continues to be willing to discuss reasonable means to resolve any perceived differences. However, on the record herein presented, HRA&D stands equally willing to vindicate its rights to continue and complete development and obtain water and wastewater services contractually promised to it and Flagler County.

Table of Contents for Exhibits for Non Compliance Hearing

Item Number	Date	Description of Item
1	4/14/1981	1981-04-14- Grant of Easement - OR Bk 2261 Pg 0224
2	8/4/1988	EREG 1765461 - permit notification
3	10/31/1988	EREG 1764980- Shadow Corssings Management & Storage of Surface Waters Technical Staff Report
4	11/15/1988	EREG 1764771 - Shadow Crossings Permit SJRWMD
5	8/3/1989	City of Ormond - Resolution No. 89-146-Water Wellfield and Transmission Line
6	10/1/1991	Notice of Adoption of Development Order for H.R. Development -OR Book 3696, Page 164; Joint Stip attached OR Bk 3739, Pg 1649
7	4/20/1992	Resolution No. 92-68 apprvg 1st Amendment to Amended Final Order for HR DRI- Book 3739, Page 1898
8	6/25/1992	Resolution re-recorded in Book 3754, Page 1692
9	7/1/1996	5th Annual Report
10	11/22/1996	Exhibit "A" Warranty Deed- Georgia Pacific to SJRWMD
11	8/14/1997	Grant of Easement recorded in Volusia County OR BK 4226 Pg 4106
12	8/28/1997	Grant of Easement recorded in Flagler County - OR Book 591 Pg 536
13	12/4/1997	Second Amendment to Development Order OR Bk 4257 Pg 2954
14	3/20/2002	Ormond Mitigation Submittal for Westland Village
15	8/22/2002	2002-08-22 - Westland Village Planning Board Staff Report
16	9/6/2002	2002-09-06 SJRWMD Mitigation Submittal for Westland Village - Copy
17	11/24/2003	Third Amendment to Development Order OR Bk 5212 Pg 2589
18	12/10/2003	Letter of Transmittal Airport Rd. Env. Report 1
19	1/13/2004	2004-01-13 ACOE Application Information for Westland Village - Partial - Copy
20	4/9/2004	Westland Village Mitigation Plan
21	2/14/2005	Letter of Transmittal Airport Rd. Env. Report 2
22	4/12/2005	Letter of Transmittal- Airport Rd. Env. Report 3
23	7/12/2010	Ormond Beach-Strickland Lane Status
24	8/18/2010	Letter to City of OB from Flagler County-NOPC Notice
25	11/15/2010	Amended DRI - Resolution - 2010-61 (Flagler) recorded Bk 1803 Pg 648
26	12/7/2010	Ormond Beach Comprehensive Land Use Plan as amended
27	11/16/2016	City Ltr to Kim Booker re Hearing
28	4/24/2017	40 Grade Easement - OR Book 7394, Pg 4702, Volusia County
29	11/7/2017	Retail Utility Service Agreement OR BK 2253 Page 502
30	12/14/2017	Interlocal Agreement - Flagler County & H.R. Oaks recorded 12-14-2017 OR Book 2247 Page 670
31	6/21/2021	Email from Smoylan with Board of County Comm. Mtg with attachmts - Easement; Application; 5/11/2021 meeting minutes.
32	8/18/2021	Memorandum of Meeting with City of Ormond
33	8/19/2021	Email to McKinnon;Shanahan;Simpson,Hayes re Memo re mtg 8 18 2021 US Capital & O.B.
34	8/19/2021	Email from Randy Hayes re: Memo of Mtg on 8/18/2021 & agreed to its veracity
35	8/26/2021	Email from Randy Hayes - Land regarding potential H.R. wells sites
36	8/27/2021	Ltr to Joyce Shanahan, City of O.B. - H.R. & City of O.B.
37	9/14/2021	Email to & from Randy Hayes re - Wells
38	11/8/2021	Email to KWest@sjrwmd, et al- re Conservation Area in City of O.B. within HR DRI - request zoom meeting
39	11/9/2021	Email to Kealey West; B.Hatchitt; RHayes, et al - HR Conservation Lands in O.B. under DRI
40	11/17/2021	Email to Jessica Quiggle, et al re Conservation Area in City of Ormond within H.R. DRI
41	11/30/2021	Chain of Emails from Randy Hayes, Kim Booker, MPerschnick - conservation area in Ormond Beach
42	1/6/2022	Email to & from Randy Hayes- meeting to discuss Conservation Area
43	2/3/2022	Email to Randy Hayes, Spraker, Finley, et al - status

Table of Contents for Exhibits for Non Compliance Hearing

Item Number	Date	Description of Item
44	2/4/2022	Email to and from Randy Hayes re: status.
45	2/24/2022	Email with letter to RHayes, NMCKinnon; JShanahan; Sfinley re:-proposed W.D. for Conservation lands with exhibits
46	2/24/2022	Letter to Thomas Mayton, SJRWMD re: Warranty Deed
47	2/28/2022	Email from Randy Hayes re: proposed Special Warranty Deed for Conservation Lands
48	3/10/2022	Email to Randy Hayes, JShanahan; SFinley; GFishman; JBeren & KBuck -H.R. Warranty Deed-Ormond
49	3/10/2022	Email from Randy Hayes to Kim Booker; NMCKinnon, et al - Conservation Lands - HR DRI
50	3/10/2022	Email to RHayes;NMckinnon, et al re - survey of conservation area
51	3/14/2022	Email to KBuck, GFishman & JBeren regarding email from Scott Simpson re: questions -HR proposed Deed to O.B.
52	3/23/2022	Email to Scott Simpson,et al re HR Warranty Deed, legal, permit
53	4/24/2022	Email from Kim Buck to Glen Fishman; Jake Beren & Kim Booker - SR 40 Borrow Pit
54	4/25/2022	Letter to Albert J Hadeed re: HR CDD Petition to Dissolve CDD
55	4/27/2022	Email from Adam Mengel 4 26 2022 - HR CDD No 1 maintenance obligations
56	5/13/2022	Letter to Randy Hayes & Joyce Shanahan re: Dissolution of CDD
57	5/13/2022	Email from Randy Hayes to SMoylan; AHadeed; AMengel, et al; re:Petition to Dissolve CDD
58	5/13/2022	Email to RHayes & JS with ltr & Assign. of Retail Water & Wastewater Service Agree to Assoc
59	5/14/2022	Email to RHayes, SMoylan, et al - re Petition to Dissolve HR CDD -2nd email
60	5/16/2022	Email from Randy Hayes to Kim Booker, et al; regarding Petition to Dissolve CDD
61	5/19/2022	Letter to Randy Hayes in response to his email of 5/16/2022 & response from Randy Hayes
62	7/15/2022	Email from Jessica Quiggle to Glen Fishman; JBeren & Kim Buck - regarding 2017 Deed from US Capital to Flagler County
63	9/16/2022	Email and letter to Adam Mengel & Sean Moylan; re: HR NOPC & response to letter dated 9/15/2022
64	9/23/2022	Email to JQuiggle, RHayes, et al -with letter SJRWMD & Ormond, HR Conservation Area Deed, survey of conservation area
65	11/15/2022	Email to Sean Moyer, Adam Mengel, et al; re: modifications to NOPC
66	12/5/2022	Letter to MChiumento re Developer's obligation to convey conserv. lands in HR DRI from City of O.B. & email from M.C.
67	1/24/2023	Memorandum regarding Hull Creek Restoration
68	2/5/2023	Email & letter from RHayes to AMengel-NMCKinnon representation comments on HR NOPC
69	2/5/2023	Letter to Al Hadeed from City of Ormond re HR NOPC-proposed development order
70	2/5/2023	Email from RHayes to Michael Chiumento & Kim Booker regarding H.R. issues & DO NOT contact his clients
71	2/6/2023	Response ltr to Al Hadeed & Randy Hayes- regarding H.R. DRI
72	2/10/2023	Email from Mike Chiumento to Randy Hayes - Hunters Ridge matter showing hydroperiod restoration to Randy
73	2/16/2023	Email chain sent by RHayes prohibiting KBooker or KBuck from attending mtg
74	2/16/2023	Letter from City of Ormond Beach to Adam Mengel - comments on H.R. NOPC 7th Amendment with attachments
75	2/16/2023	Email from Randy Hayes to MChiumento, KBooker, KBuck -O.B comments on HR NOPC
76	2/17/2023	Email to Glen Fishman; Jake Beren & Kim Buck - with comparison of ltr to Ormond Beach
77	2/17/2023	Letter to AHadeed; AMengel & Rhayes: re non-compliance of Ormond DRI - response to RHayes email w- attachments
78	2/17/2023	Ltr to City of Ormond from Flagler County -HR DRI NOPC response ltr to CoOB

Table of Contents for Exhibits for Non Compliance Hearing

Item Number	Date	Description of Item
79	2/20/2023	Resolution No. 2023-18; recorded March 17, 2023 in OR Book 2764, Page 108, Flagler County
80	3/23/2023	Email to Scott Simpson, et al - H.R. Warranty Deed to Ormond Beach
81	4/13/2023	Email from Christine Wentzel to SFinely, et al- Hunter's Ridge Parcel Site Visit Item Number 1465577
82	5/31/2023	Deed of Conservation Easement - OR Bk 8413 Pg 3915- Vol. County
83	9/18/2023	Letter from City of Ormond Beach; re: Notice of Noncompliance; O.B. H.R. DRI
84	9/18/2023	Email from Jake Beren; re: acknowledgment of memo & agree to veracity by Randy Hayes
85	9/20/2023	Draft Email from Jake Beren to City
86	9/21/2023	Email from Jacob Beren - O.B. Relationship & the History of Contention
87	10/11/2023	23-10-11 City of Ormond Beach LTR
88	10/11/2023	23-10-11 Notice of Noncompliance
89	2/19/1997	1997-02-19 Deed of Conservation - Georgia Pacific to SJRWMD OR Bk 4178 Pg 932
90	12/10/2009	Retail Water & Wastewater Service Agreement for HR DRI in Flagler-OR Bk 1748 Pg 696
91	10/16/2023	Email from Christine Wentzel to Jacob Beren regarding H.R. Hydro-period restoration

22610224

BOOK PAGE

This instrument prepared by:
MICHAEL WALKER, JR.
125 N. Ridgewood Ave.
Daytona Beach, Florida

GRANT OF EASEMENT

THIS INDENTURE, made this 14th day of April, 1981,
by and between HUDSON PULP & PAPER CORP., a Maine Corporation, Grantor,
and DURRANCE DEVELOPMENT LTD., a Limited Partnership, of the County
of Volusia, State of Florida, Grantee.

WHEREAS, the Grantor is seized in fee simple and in possession
of lands lying in Section 13, Township 14 South, Range 31 East, Volusia
County, Florida; and Section 23, Township 14 South, Range 31 East,
Volusia County, Florida; and Section 14, Township 14 South, Range 32
East, Volusia County, Florida; and Section 24, Township 14 South, Range
32 East, Volusia County, Florida; and that particular portion of it
described below; and

WHEREAS, the Grantee is seized in fee simple of a parcel of
land contiguous to the land of Grantor; and

WHEREAS, Grantor has agreed for the consideration of the sum
of \$10.00 and other good and valuable considerations to convey to
said Grantee and all other persons claiming by, through or under Gran-
tee, or any of them, their predecessors in title or their heirs,
assigns, or legal representatives, an easement or right of way over
the land described below, for the purposes and in the manner expressed
below,

NOW, this Indenture witnesseth that in pursuant of this Agree-
ment and in consideration of the sum of \$10.00 and other good and
valuable considerations, receipt of which is acknowledged, the Grantor
grants unto the Grantee, its heirs and assigns, full and free right
and liberty for them and their tenants, servants, visitors and licen-
sees, at all times hereafter, for all purposes connected with the use
and enjoyment of the land of the Grantee for whatever purpose the land
from time to time lawfully may be used and enjoyed, to pass and repass
along the provided roadway or roadways and install utilities lines on
or under, more particularly described as follows:

The Westerly 80 feet of Sections
16, 21, and 28, lying North of
State Road 40, Township 14 South,
Range 31 East, Volusia County,
Florida.

TO HAVE AND TO HOLD the easement or right of way hereby granted
unto Grantee, its heirs and assigns, as appurtenant to the land of
the Grantee.

IT IS FURTHER UNDERSTOOD that the Grantor, its heirs, assigns
and tenants in no way will be bound to improve, maintain or construct
a roadway, or to keep it in repair, nor does the Grantor, its heirs
and assigns, assume any liability or responsibility to Grantee, its
heirs and assigns, or any person using the land by invitation, express
or implied, or by reason of any business conducted with Grantee, its
heirs or assigns, or otherwise.

IT IS FURTHER UNDERSTOOD that this Easement shall pass as a
non-exclusive easement to a subsequent grantee of the Grantee herein
wherein any property lying in Section 14, Township 14 South, Range 31
East, Volusia County, Florida, is conveyed by the Grantee herein.

MAY 21 2 21 PM '81

034054

IN WITNESS WHEREOF, the Grantor has set its hand and seal
the day and year first above written.

Signed, sealed and delivered
in our presence:

HUDSON PULP & PAPER CORP.,
a Maine Corporation.

Terrie D. English
R.M. Perry

By: William S. Perry
Vice President

Attest: Phillip M. Armstrong
Assistant Secretary

Grantor

STATE OF GEORGIA)
COUNTY OF RICHMOND)

I HEREBY CERTIFY that on this day before me, an officer duly
qualified to take acknowledgments, personally appeared H. S. MERSEREAU
and PHILLIP M. ARMSTRONG,
well known to me to be the Senior Vice-President and Assistant Secretary,
respectively of HUDSON PULP & PAPER CORP., a Maine Corporation, who
acknowledged before me that they executed the foregoing Grant of Ease-
ment for the purposes therein expressed, on behalf of the Corporation
and being duly authorized by the Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official
seal in the State and County aforesaid this 14th day of April,
1981.

Carol A. Dukes
Notary Public, State of Georgia

My Commission Expires:

Notary Public, Richmond Co., Georgia
My Commission Expires June 27, 1982

DURRANCE DEVELOPMENT LTD., a
Limited Partnership

By: Tommy Durrance
General Partner

Grantee

STATE OF FLORIDA)
COUNTY OF VOLUSIA)

I HEREBY CERTIFY that on this day before me, an officer duly
qualified to take acknowledgments, personally appeared TOMMY DURRANCE
well known to me to be the General Partner

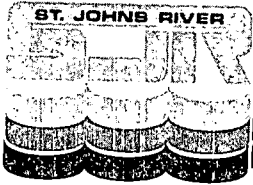
of DURRANCE DEVELOPMENT LTD., a Limited Partnership, who
acknowledged before me that they executed the foregoing Grant of Ease-
ment for the purposes therein expressed, on behalf of the Partnership
and being duly authorized by the Partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and official
seal in the State and County aforesaid this 14th day of April,
1981.

Robert M. Watson
Notary Public, State of Florida
at Large

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES APR 2 1982
BONDED THRU GENERAL INV. #1000000000



**WATER
MANAGEMENT
DISTRICT**

Henry Dean, Executive Director
Mildred G. Horton, Assistant Executive Director
John R. Wehle, Assistant Executive Director

POST OFFICE BOX 1429 • PALATKA, FLORIDA 32078-1429
904/328-8321

□ 2133 N. Wickham Rd.
Melbourne, FL 32935-8109
(407) 254-1761

□ 7775 Baymeadows Way
Suite 201
Jacksonville, FL 32256
(904) 730-6270

□ 618 E. South St.
Orlando, FL 32801
(407) 894-5423

August 4, 1988

Mr. Glenn R. Sweeney
Planner
City of Ormond Beach
22 South Beach Street
P.O. Box 277
Ormond Beach, Florida 32075-0277

SUBJECT: Information Request

Dear Mr. Sweeney:

In response to your recent request, attached are copies of the information for the projects referenced below:

1. #40-127-0116A
2. #4-127-0131A
3. #42-127-0712AN
4. #42-127-0717AN
5. #42-127-0726AN
6. #42-127-0733AN
7. #42-127-0758AN
8. #42-127-0766AN

If we can be of any further assistance, please do not hesitate to contact this office.

Sincerely,

Dannise T. Kemp, Director
Division of Records

Enclosure

DTK:sfc

JOHN L. MINTON
Chairman - Vero Beach

KELLEY R. SMITH, JR.
Vice Chairman - Palatka

SAUNDRA H. GRAY
Secretary - DeBary

RALPH E. SIMMONS
Treasurer - Fernandina Beach

JIM T. SWANN
Cocoa

THOMAS L. DURRANCE
Holly Hill

JOE E. HILL
Leesburg

SAM L. SWETT
Jacksonville

ALICE J. WEINBERG
Longwood

MANAGEMENT AND STORAGE OF SURFACE WATERS TECHNICAL STAFF REPORT
10/31/1988

OWNER: GEORGIA PACIFIC
133 PEACHTREE STREET N.E.
ATLANTA, GA 30303

AGENT: CHARLES BURKETT & ASSOC.
P. O. BOX 80689
DAYTONA BCH, FL 32155

COUNTY: Volusia Flagler

PROJECT NAME: SHADOW CROSSINGS

SECTION(S): 27 TOWNSHIP(S): 14S

RANGE(S): 31E

ACRES OWNED: 5037.000

PROJECT ACREAGE: 222.000

AUTHORITY: 40C-4.041(1)(2)(b)2, AND 40C-42.011, F.A.C.

GENERAL DESCRIPTION OF APPLICATION NO. 4-127-0131A:

APPLICATION IS FOR CONSTRUCTION OF STORMWATER TREATMENT AND SURFACE WATER MANAGEMENT FACILITIES CONSISTING OF ROADSIDE SWALES, INLETS, STORMSEWER, 4 WET DETENTION LAKES, 1 DRY RETENTION POND AND USE OF AN ISOLATED 9.8 ACRE WETLAND TO SERVE 288 SINGLE-FAMILY HOMESITES WITH ASSOCIATED ROADWAYS ON 222 ACRES LOCATED IMMEDIATELY NORTH OF THE LITTLE TOMOKA RIVER.

RECEIVING WATER BODY(IES): LITTLE TOMOKA RIVER (CLASS III)

EXISTING LAND USE: PINE PLANTATION, FORESTED AND HERBACEOUS WETLANDS

OPERATION AND MAINTENANCE ENTITY: HOMEOWNER'S ASSOCIATION

STAFF COMMENTS:

THE PROPOSED WORK IS TO SERVE A 222 ACRE PROJECT LOCATED NORTHEAST OF S.R. 40, NORTH OF AND ADJACENT TO THE LITTLE TOMOKA RIVER, WEST OF THE VOLUSIA/FLAGLER COUNTY LINE AND EAST OF S.R. 11 (SEE ATTACHMENT 1). SHADOW CROSSINGS IS PART OF A LARGER DEVELOPMENT OF REGIONAL IMPACT CALLED HUNTER'S RIDGE. THE DRI AREA APPROXIMATES 5,037 ACRES. THIS INITIAL STAGE OF DEVELOPMENT IS PART OF A PRELIMINARY DEVELOPMENT AGREEMENT (P.D.A.) BETWEEN THE APPLICANT AND THE DEPARTMENT OF COMMUNITY AFFAIRS.

HISTORICALLY, THE SHADOW CROSSINGS SITE AND THE LARGER DRI AREA HAVE BEEN MANAGED FOR SILVICULTURE. THE SITE IS DOMINATED BY PLANTED PINE PLANTATION AND FORESTED WETLANDS. THE UPLAND PINE PLANTATIONS ARE ALMOST ENTIRELY SLASH PINE. THERE IS A CENTRAL DRAINAGE CANAL CALLED HULL CYPRESS DRAINAGE CANAL WHICH BISECTS THE PROPERTY AND FLOWS SOUTH FROM HULL CYPRESS SWAMP TO THE LITTLE TOMOKA RIVER.

THERE ARE 38 ACRES OF WETLANDS ON-SITE THAT ARE ISOLATED FROM WATERS OF THE STATE, AND 24 ACRES OF WETLANDS THAT ARE CONNECTED TO WATERS OF THE STATE. THE 19.5 ACRES OF THE CONNECTED WETLANDS ARE LOCATED IN THE NORTHWEST PORTION OF THE SITE AND ARE CONNECTED TO THE HULL CYPRESS CANAL THROUGH BREACHES IN THE SPOIL BERM. THE SYSTEM IS STRESSED DUE TO THE PRESENCE OF THE CANAL WHICH HAS LOWERED THE WATER TABLE. ANOTHER 2.5 ACRES OF WETLANDS NORTH OF THE LITTLE TOMOKA RIVER HAS BEEN IMPACTED BY WILD HOGS; APPROXIMATELY 1 ACRE OF THIS HAS BEEN DEGRADED TO THE EXTENT THAT ITS VALUE AS WILDLIFE HABITAT HAS BEEN SUBSTANTIALLY DIMINISHED. AN ADDITIONAL 1.5 ACRES OF CONNECTED WETLANDS ARE LOCATED ADJACENT TO THE HULL CYPRESS DRAINAGE CANAL IN THE SOUTHEAST PORTION OF THE PROJECT.

ALL ON-SITE WETLANDS ARE DOMINATED BY CYPRESS, LOBLOLLY BAY, AND SWEETGUM EXCEPT FOR THE 1 ACRE HIGHLY DISTURBED AREA WHICH IS COMPRISED PRIMARILY OF IMMATURE LOBLOLLY BAY AND CORDGRASS.

THE 15 ACRES OF THE ISOLATED WETLANDS ARE PROPOSED TO BE REMOVED: 10 ACRES FOR THE CONSTRUCTION OF DETENTION POND #5, AND THE REMAINING 5 ACRES IS COMPRISED OF WETLAND SYSTEMS WHICH ARE ONE ACRE OR LESS. IMPACTS TO CONNECTED WETLANDS ARE LIMITED TO 1.5 ACRES: THE 1 ACRE HOG WALLOW AND 0.5 ACRE IN THE 19.5 ACRE WETLAND FOR CONSTRUCTION OF A SWALE.

TO OFFSET ADVERSE IMPACTS TO OFF-SITE AQUATIC AND WETLAND DEPENDENT SPECIES, THE APPLICANT IS PROPOSING TO:

1. CONSTRUCT AND PLANT LITTORAL ZONES AROUND ALL WET DETENTION PONDS,
2. RECORD CONSERVATION EASEMENTS AND/OR DEED RESTRICTIONS ON ALL UNDISTURBED ON-SITE WETLANDS, INCLUDING THOSE WHICH ARE ADJACENT TO RESIDENTIAL LOTS, AND
3. RESTORE APPROXIMATELY 20 ACRES OF WETLANDS (SEE ATTACHMENT 2).

RESTORATION WILL CONSIST OF THE FILLING OF 2 DRAINAGE DITCHES WHICH FLOW FROM THE WESTERN BOUNDARY OF THE PROPERTY AND THROUGH THE 20 ACRES OF WETLANDS DESCRIBED IN #3 ABOVE, EASTERLY TO THE HULL CYPRESS DRAINAGE CANAL. THESE WETLANDS WILL BE PART OF A PRESERVATION AREA WHICH WILL EVENTUALLY EXTEND FROM THE HULL CYPRESS SWAMP TO S.R. 40. THE APPLICANT HAS ALREADY COMMITTED TO PRESERVING THIS AREA (750 ACRES) AS PART OF THE PDA APPROVAL. THE 750 ACRE TRACT ENCOMPASSES PART OF THE HULL CYPRESS SWAMP AND A STRAND OF UPLANDS AND WETLANDS.

IN POST-DEVELOPMENT DRAINAGE WILL BE PROVIDED IN ROADSIDE SWALES WHICH WILL PROVIDE PRE-TREATMENT OF STORMWATER RUNOFF BEFORE IT IS COLLECTED BY THE STORMSEWER SYSTEM AND CONVEYED TO ONE OF THE WET DETENTION LAKES, DRY POND, OR ISOLATED WETLAND THAT PROVIDE FURTHER TREATMENT AND ATTENUATION OF PEAK FLOWS.

RETENTION POND #1 IS LOCATED IN THE 9.75 ACRE ISOLATED WETLAND IN THE SOUTHWEST CORNER OF THE PROPERTY. THIS AREA WILL BE LEFT UNDISTURBED EXCEPT FOR SOME RECONSTRUCTING OF THE 28 FOOT CONTOUR LINE WITHIN LOTS ADJACENT TO THE WETLAND ALONG ITS NORTHERN BANK. THE TWO INLET STRUCTURES DIRECTING RUNOFF FROM THE ENTRANCE ROAD TO THIS POND ARE LOCATED AS FAR AWAY AS POSSIBLE FROM THE STRUCTURE DIRECTING OVERFLOW FROM THE POND TO THE LITTLE TOMOKA RIVER TO PREVENT SHORT-CIRCUITING. THE POST-DEVELOPMENT PEAK RATE OF DISCHARGE WILL NOT EXCEED THE PRE-DEVELOPMENT RATE.

DETENTION POND #2 WILL BE ESTABLISHED WITHIN A .98 ACRE, A .79 ACRE AND A .73 ACRE ISOLATED WETLAND IN THE WESTERN PORTION OF THE PROPERTY, AND WILL BE INTERCONNECTED WITH DETENTION POND #3 TO BE LOCATED WITHIN A .64 ACRE ISOLATED WETLAND. THESE PONDS WILL PROVIDE TREATMENT OF RUNOFF USING WET DETENTION WITH BLEEDDOWN ORIFICE AND ATTENUATE THE PEAK RATE OF RUNOFF FOR THE 25 YEAR, 24 HOUR STORM EVENT.

THE 19.5 ACRE WETLAND NORTH OF PROPOSED DETENTION POND #3 WILL SERVE AS AN ADDITIONAL DETENTION AREA (#4) FOR EXCESS FLOWS FROM POND #3 DURING MAJOR STORM EVENTS. EXCESS WATER WILL DISCHARGE THROUGH PONDS #3 AND #2 AND EVENTUALLY TO THE HULL CYPRESS DRAINAGE CANAL. CONSTRUCTION OF POND #3 AT THE SOUTH OF THIS WETLAND IS NOT ANTICIPATED TO FURTHER ALTER THE HYDROPERIOD BECAUSE IT IS SMALL AND WILL BE LINED TO PREVENT GROUNDWATER SEEPAGE INTO IT FROM THE NORTH.

PROPOSED POND #5 ENCROACHES INTO AND WRAPS AROUND A 18 ACRE ISOLATED WETLAND LOCATED IN THE NORTHEAST PORTION OF THE SITE. THIS POND IS ALSO DESIGNED TO MEET THE DISTRICTS WET DETENTION GUIDELINES. DISCHARGE WILL BE DIRECTED TO A SWALE THAT WILL BE CONSTRUCTED ALONG THE NORTHERN BOUNDARY OF THIS PROJECT WHICH WILL CONVEY RUNOFF WEST OF THE HULL CYPRESS CANAL.

PROPOSED POND #6 IS A WET DETENTION POND LOCATED WITHIN THE PREVIOUSLY DESCRIBED 1 ACRE HIGHLY DISTURBED WETLAND CONNECTED TO WATER OF THE STATE. THE RECOVERY PIPE FOR THIS POND IS ROUTED AROUND THE WETLANDS ADJACENT TO POND #6 AND OUTFALLS INTO AN IMPROVED DITCH THAT FLOWS TO THE LITTLE TOMOKA RIVER. OVERFLOW WILL ENTER THIS ADJACENT WETLAND VIA A CONCRETE WEIR.

RETENTION POND #7 WILL ENCROACH WITHIN 0.13 ACRES OF CONNECTED WETLANDS IN THE SOUTHERN PORTION OF THE PROPERTY. THIS WILL BE A SMALL DRY BOTTOM RETENTION POND THAT WILL OVERFLOW VIA A 50 FOOT BROADCRESTED WEIR AFTER RETAINING THE REQUIRED POLLUTION ABATEMENT VOLUME. THIS POND WILL DISCHARGE INTO THE LITTLE TOMOKA RIVER.

STAFF BELIEVES THAT THIS PROJECT, AS PROPOSED AND CONDITIONED, WILL NOT ADVERSELY AFFECT NATURAL RESOURCES, FISH, AND WILDLIFE, OR HYDROLOGICALLY RELATED ENVIRONMENTAL FUNCTIONS AND IS CONSISTENT WITH THE CRITERIA SET FORTH IN CHAPTERS 40C-4, AND 40C-42, F.A.C., IMPLEMENTED DECEMBER 7, 1983, AND APRIL 1, 1986, RESPECTIVELY.

TOTAL WETLANDS INVOLVED: 62.0

TOTAL WETLANDS PRESERVED: 45.5

TOTAL WETLANDS DISTURBED: 0.0

TOTAL WETLANDS LOST: 16.5

TOTAL WETLANDS RESTORED/CREATED: 25.0

RECOMMENDATION: APPROVAL

CONDITIONS FOR APPLICATION NUMBER 4-127-0131A

GENERAL (SEE CONDITION SHEET): 1-7

SPECIAL (SEE CONDITION SHEET): 1, 2, 4, 9 & 14

STORMWATER (SEE CONDITION SHEET): 23

OTHER CONDITIONS:

1. The proposed stormwater management system must be constructed as per plans and calculations received by the District on October 28, 1988.
2. Lake 5 must be completely constructed to its full design size as part of Phase I construction.
3. The littoral zone plantings must be placed along the entire perimeter of each wet detention lake (Lakes 2, 3, 5, and 6) as soon as feasible to ensure their survival, but no later than the date construction of the major roadways on the site is completed or prior to occupancy of any dwellings that will drain to the lake.

4. Successful establishment of the created herbaceous wetlands and enhanced forested wetlands will have occurred when:

- A. At least an 80% cover of desired herbaceous vegetation occurs within 3 years of planting. AT least an 80% coverage must be maintained in perpetuity.
- B. At least 80% of the planted trees have survived and are showing signs of growth after 5 years as determined by District Staff.

Replacement or an alternative planting plan will be required if successful establishment of desired species does not occur within these time frames. Should an amended planting plan be required, the Permittee must submit revised plans to the District for Staff review, which include at a minimum the information listed in section 16.1.5, A.H. A statement listing probable causes of failure must also be submitted at this time. Time frames for successful establishment of the littoral zone will start over if greater than 20% of the planted vegetation has to be replaced during the 5 year monitoring period.

6. The Permittee must implement a monitoring plan of the mitigation areas which includes the information in A through E below. The Permittee must submit this information in report form to the District biannually for 5 years following completion of the planting (once before and once after the growing season) or until the mitigation is determined by District Staff to be successful.

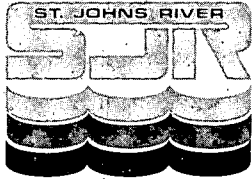
- A. Description of vegetative composition,
- B. Percent cover,
- C. Percent survival of each plant species,
- D. Maintenance practices and schedules including the number and species of new plants that are used to replace dead materials, and
- E. Location of sampling transects.

7. Nuisance species shall be controlled only by hand or mechanical removal.

8. Prior to commencement of construction, the Permittee shall cause to be recorded a conservation easement or deed restrictions pursuant to Section 704.06, F.S., prohibiting the activities described in paragraphs 704.06(2), (a) through (H), F.S., except that which is specifically authorized by this permit or future District permit within the conservation easement as shown on the plans entitled "Conservation Easement Area" received by the District on September 9, 1988. Said easement must be submitted to the District for review and approval prior to recording and must contain provisions as set forth in subsections 2 and 3 of section 704.06, F.S., as well as provisions stating that the easement is enforceable by the District and may not be amended without prior approval by the District.
9. The Permittee is responsible for the selection, implementation, and operation of all erosion and sediment control measures to prevent sediment discharge to preserved wetlands, and discharge of turbid water to waters of the state in violation of the standards set forth in Chapter 17-3, F.A.C., during any construction activities. In the event of a turbidity violation, the Permittee shall be responsible for all corrective and additional erosion control measures to prevent further violations during any construction of the permitted system. The Permittee should implement measures recommended by a soil erosion and sediment control professional or appropriate best management practices. An erosion control plan must be submitted to and approved by District Staff prior to beginning construction.
10. Prior to commencement of clearing, grading, or any construction within the 222 acre "Shadow Crossings" development, fill shall be placed in the ditches offsite in accordance with the proposed enhancement plan as received by the District on September 19, 1988. The Permittee must install 2 piezometers referenced to N.G.V.D. to monitor the shallow groundwater levels within the restored wetlands. The water levels shall be recorded monthly and a report which includes local rainfall and associated water levels must be submitted to the District annually for a period of 3 years after implementation of the restoration plan.
11. Prior to any construction within waters of the state, the Permittee must submit to the District copies of Dredge and Fill permits for all construction within "Waters of the State". Construction within "Waters of the State" includes, but may not be limited to, stormwater facilities within basin #6 and lots within the northwest corner of the site.

12. Within 30 days after completion of construction of the surface water management system, the Permittee must submit 1 set of as-built plans for the entire surface water management system, certified by a land surveyor or professional engineer registered in the state of Florida.

WYNN/SALAFRIO



WATER MANAGEMENT DISTRICT

Henry Dean, Executive Director
Mildred G. Horton, Assistant Executive Director
John R. Wehle, Assistant Executive Director

POST OFFICE BOX 1429 • PALATKA, FLORIDA 32078-1429
904/328-8321

November 15, 1988

□ 2133 N. Wickham Rd.
Melbourne, FL 32935-8109
(407) 254-1761

□ 7775 Baymeadows Way,
Suite 201
Jacksonville, FL 32256
(904) 730-6270

□ 618 E. South St.
Orlando, FL 32801
(407) 894-5423

GEORGIA PACIFIC
133 PEACHTREE STREET N.E.
ATLANTA, GA 30303

RE: Permit # 4-127-0131

Enclosed is your permit as authorized by the Governing Board of the St. Johns River Water Management District on September 13, 1988.

This permit is a legal document and should be kept with your other important documents. The attached Completion Report should be filled in and returned to the Palatka office within thirty days after the work is completed. By so doing, you will enable us to schedule a prompt inspection of the permitted activity.

In addition to the completion report, your permit also contains conditions which require submittal of additional information. All information submitted as compliance to permit conditions must be submitted to the Palatka office address.

Permit issuance does not relieve you from the responsibility of obtaining permits from any federal, state, and/or local agencies asserting concurrent jurisdiction for this work.

In the event you sell your property, the permit will be transferred to the new owner, if we are notified by you within ninety days of the sale. Please assist us in this matter so as to maintain a valid permit for the new property owner.

Thank you for your cooperation and if this office can be of any further assistance to you, please do not hesitate to contact us.

Sincerely,

Dan Kemp
Danise T. Kemp, Director
Division of Records

DTK:lh

Enclosures: Permit with Completion Report

cc: District Permit File
CHARLES E. BURKETT & ASSOC.

JOHN L. MINTON
Chairman - Vero Beach

KELLEY R. SMITH, JR.
Vice Chairman - Palatka

SAUNDRA H. GRAY
Secretary - DeBary

RALPH E. SIMMONS
Treasurer - Fernandina Beach

M.T. SWANN
Cocoa

THOMAS L. DURRANCE
Holly Hill

JOE E. HILL
Leesburg

SAM L. SWETT
Jacksonville

ALICE J. WEINBERG
Longwood



ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

Post Office Box 1429
Palatka, Florida 32078-1429

PERMIT NO. 4-127-0131

DATE ISSUED NOVEMBER 15, 1988

A PERMIT AUTHORIZING:

THE CONSTRUCTION OF THE SURFACE WATER AND STORMWATER MANAGEMENT SYSTEM
TO SERVE A 222 ACRE SINGLE-FAMILY HOMESITES TO BE KNOWN AS SHADOW
CROSSINGS.

LOCATION:

SECTION 27, TOWNSHIP 14 SOUTH, RANGE 31 EAST
VOLUSIA COUNTY

ISSUED TO:
(owner)

GEORGIA PACIFIC
133 PEACHTREE STREET N.E.
ATLANTA, GA 30303

Permittee agrees to hold and save the St. Johns River Water Management District and its successors harmless from any and all damages, claims, of liabilities which may arise from permit issuance. Said application, including all plans and specifications attached thereto, is by reference made a part hereof.

This permit does not convey to permittee any property rights nor any rights or privileges other than those specified herein, nor relieve the permittee from complying with any law, regulation or requirement affecting the rights of other bodies or agencies. All structures and works installed by permittee hereunder shall remain the property of the permittee.

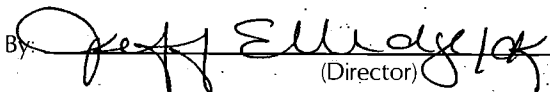
This Permit may be revoked, modified or transferred at any time pursuant to the appropriate provisions of Chapter 373, Florida Statutes:

PERMIT IS CONDITIONED UPON:

SEE CONDITIONS ON ATTACHED "EXHIBIT A", DATED NOVEMBER 15, 1988.

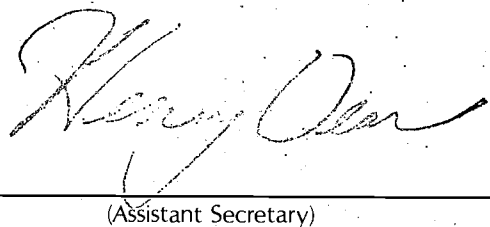
AUTHORIZED BY: St. Johns River Water Management District

Department of Resource Management Governing Board

By: 
(Director)

JEFF ELLEDGE

By:


(Assistant Secretary)

HENRY DEAN

"EXHIBIT A"

CONDITIONS FOR ISSUANCE OF PERMIT NUMBER 4-127-0131

GEORGIA PACIFIC

DATED NOVEMBER 15, 1988

1. Prior to lot or unit sales, or construction, whichever occurs first, the District must receive the Permittee's proposal of an entity to be responsible for operation and maintenance of the permitted system. With the designation of the proposed entity, the District must also receive a draft document enumerating enforceable affirmative obligations on the entity to properly operate and maintain the system for its expected life. The draft document may consist of a showing of compliance with the requirements of a public body that will result in that body's acceptance of the system for maintenance, articles of incorporation for a condominium or homeowner's association, plat or deed restrictions apportioning maintenance responsibility, or in the event the property is being developed for a corporate permittee's corporate use without contemplating sales of lots or units, a letter signed by the corporate officer authorized to bind the corporation stating the corporation's acceptance of permanent maintenance responsibility. Prior to the District's acceptance of a completed system, the submitted document must be approved by the District and recorded, if the latter is appropriate. Failure to submit the designated entity and the appropriate document will result in the permittee remaining personally liable for carrying out maintenance and operation of the permitted system.
2. All construction, operation and maintenance shall be as set forth in the plans, specifications and performance criteria as approved by this permit.
3. District authorized staff, upon proper identification, will have permission to enter, inspect and observe the system to insure conformity with the plans and specifications approved by the permit.
4. Turbidity barriers must be installed at all locations where the possibility of transferring suspended solids into the receiving waterbody exists due to the proposed work. Turbidity barriers must remain in place at all locations until construction is completed and soils are stabilized and vegetation has been established. Thereafter the permittee will be responsible for the removal of the barriers.
5. The operation phase of the permit shall not become effective until a Florida Registered Professional Engineer certifies that all facilities have been constructed in accordance with the design approved by the District. Within 30 days after completion of construction of the surface water management system, the permittee shall submit the certification or one set of plans which reflect the surface water management system as actually constructed and notify the District that the facilities are ready for inspection and approval. Upon approval of the completed surface water management system, the permittee shall request transfer of the permit to the responsible entity approved by the District.
6. If any other regulatory agency should require revisions or modification to the permitted project, the District is to be notified of the revisions so that a determination can be made whether a permit modification is required.

7. Within thirty (30) days after sale or conveyance of the permitted surface water management system or the land on which the system is located, the owner in whose name the permit was granted shall notify the District of such change of ownership. Transfer of this permit shall be in accordance with the provisions of Chapter 373, Florida Statutes, and Chapters 40C-4, 40C-40, and 40C-41, Florida Administrative Code. All terms and conditions of this permit shall be binding upon the transferee.
8. This permit for construction will expire five years from the date of issuance.
9. All swale and retention basin side slopes must be seeded and mulched within 30 days following their completion and a substantial vegetative cover must be established within one year of seeding.
10. Permanent vegetative cover must be established on all exposed land surfaces within one year from the date the construction is complete.
11. All detention, retention and out-flow structures must be built before any impervious area (pavement) is placed.
12. If dewatering is to occur during any phase of construction or thereafter and the surface water pump(s), wells or facilities are capable of withdrawing one million gallons of water per day or more or an average of 100,000 gallons per day or more over a year and any discharge is to be off-site, a Consumptive use Permit (40C-2) will be required prior to any dewatering.
13. The permittee must require the contractor to review and to maintain in good condition at the construction site a copy of this permit complete with all conditions, attachments, exhibits, and permit modifications issued for this permit. The complete permit copy must be available for review upon request by the District representatives.
14. The proposed stormwater management system must be constructed as per plans and calculations received by the District on October 28, 1988.
15. Lake 5 must be completely constructed to its full design size as part of Phase I construction.
16. The littoral zone plantings must be placed along the entire perimeter of each wet detention lake (Lakes 2, 3, 5, and 6) as soon as feasible to ensure their survival, but no later than the date construction of the major roadways on the site is completed or prior to occupancy of any dwellings that will drain to the lake.
17. Successful establishment of the created herbaceous wetlands and enhanced forested wetlands will have occurred when:
 - A. At least an 80% cover of desired herbaceous vegetation occurs within 3 years of planting. At least an 80% coverage must be maintained in perpetuity.
 - B. At least 80% of the planted trees have survived and are showing signs of growth after 5 years as determined by District Staff.

Replacement or an alternative planting plan will be required if successful establishment of desired species does not occur within these time frames. Should an amended planting plan be required, the Permittee must submit revised plans to the District for Staff review, which include at a minimum the information listed in section 16.1.5, A.H. A statement listing probable causes of failure must also be submitted at this time. Time frames for successful establishment of the vegetation has to be replaced during the 5 year monitoring period.

18. The Permittee must implement a monitoring plan of the mitigation areas which includes the information in A through E below. The Permittee must submit this information in report form to the District biannually for 5 years following completion of the planting (once before and once after the growing season) or until the mitigation is determined by District Staff to be successful.
 - A. Description of vegetative composition,
 - B. Percent cover,
 - C. Percent survival of each plant species,
 - D. Maintenance practices and schedules including the number and species of new plants that are used to replace dead materials, and
 - E. Location of sampling transects.
19. Nuisance species shall be controlled only by hand or mechanical removal.
20. Prior to commencement of construction, the Permittee shall cause to be recorded a conservation easement or deed restrictions pursuant to Section 704.06, F.S., prohibiting the activities described in paragraphs 704.06(2), (a) through (H), F.S., except that which is specifically authorized by this permit or future District permit within the conservation easement as shown on the plans entitled "Conservation Easement Area" received by the District on September 9, 1988. Said easement must be submitted to the District for review and approval prior to recording and must contain provisions as set forth in subsections 2 and 3 of section 704.06, F.S., as well as provisions stating that the easement is enforceable by the District and may not be amended without prior approval by the District.
21. The Permittee is responsible for the selection, implementation, and operation of all erosion and sediment control measures to prevent sediment discharge to preserved wetlands, and discharge of turbid water to waters of the state in violation of the standards set forth in Chapter 17-3, F.A.C., during any construction activities. In the event of a turbidity violation, the Permittee shall be responsible for all corrective and additional erosion control measures to prevent further violations during any construction of the permitted system. The Permittee should implement measures recommended by a soil erosion and sediment control professional or appropriate best management practices. An erosion control plan must be submitted to and approved by District Staff prior to beginning construction.
22. Prior to commencement of clearing, grading, or any construction within the 222 acre "Shadow Crossings" development, fill shall be placed in the ditches offsite in accordance with the proposed enhancement plan as received by the District on September 19, 1988. The Permittee must install 2 piezometers referenced to N.G.V.D. to monitor the shallow

groundwater levels within the restored wetlands. The water levels shall be recorded monthly and a report which includes local rainfall and associated water levels must be submitted to the District annually for a period of 3 years after implementation of the restoration plan.

23. Prior to any construction within waters of the state, the Permittee must submit to the District copies of Dredge and Fill permits for all construction within "Waters of the State". Construction within "Waters of the State" includes, but may not be limited to, stormwater facilities within basin #6 and lots within the northwest corner of the site.
24. Within 30 days after completion of construction of the surface water management system, the Permittee must submit 1 set of as-built plans for the entire surface water management system, certified by a land surveyor or professional engineer registered in the state of Florida.

CITY OF ORMOND BEACH

FLORIDA



The Birthplace of Speed

OFFICE OF CITY ATTORNEY

August 3, 1989

Mr. Richard M. George
Corporate Director
Minerals and Real Estate
Georgia-Pacific Corporation
133 Peachtree Street, N.E.
Atlanta, Georgia 30303

File No. U-20
Re: Water - West Ormond

Dear Mr. George:

I am pleased to enclose herewith a certified copy of Resolution No. 89-146, by which our City Commission approved the Agreement negotiated by your Company and the City. Also enclosed for your files is an executed original which needs only to be executed by your colleagues. The page endings are different due to it being printed from our word processor, but the content is the same. This can be easily verified by comparison with the copy attached to the Resolution.

It has been a pleasure working with you on this project so important to your Company's development interests as well as to the needs of our citizens for a reliable water source for the foreseeable future. For that, please accept our sincere appreciation.

If there are any questions, please let me hear from you.

Best regards,

FRED S. DISSELKOEN, JR.

FSD\mpl
Enclosures

cc: Bernard J. Murphy, Jr., City Manager
Marian A. Maxwell, City Clerk
Tommy Durrance



RESOLUTION NO. 89 - 146

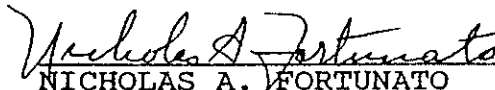
A RESOLUTION AUTHORIZING THE EXECUTION OF AN EASEMENT AGREEMENT FOR A WATER WELLFIELD AND TRANSMISSION LINE; SETTING FORTH AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA:

SECTION ONE. That the Mayor and the City Manager are hereby authorized and directed to execute that Water Wellfield/Line Easement Agreement between the City of Ormond Beach and Georgia-Pacific Corporation, a copy of which agreement is attached hereto and incorporated herein by reference.

SECTION TWO. That this Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED, this 1st day of August, 1989.


NICHOLAS A. FORTUNATO
Mayor

ATTEST:


MARIAN A. MAXWELL
City Clerk

JUL 2 3

WATER WELLFIELD/LINE
EASEMENT AGREEMENT

This Easement Agreement is made between GEORGIA-PACIFIC CORPORATION, a Georgia corporation ("GP"), whose mailing address is Post Office Box 105603, Atlanta, Georgia 30348, and the CITY OF ORMOND BEACH, Florida, a Florida municipal corporation ("City"), whose mailing address is Post Office Box 277, Ormond Beach, Florida 32074.

The following recitals of fact are a material part of this instrument:

a. GP is the owner of certain lands described as follows:

All of Sections 24 and 25, Township 15 South, Range 30 East and Section 19, Township 15 South, Range 31 East, LESS that portion of said sections conveyed to Florida Power & Light Company by deed dated June 14, 1983 (the "Lands").

b. The City is a municipality incorporated under the law of Florida which owns and operates various facilities for the procurement, transmission, treatment and distribution of potable water to the public, and it possesses the authority and power to enter into and execute this agreement.

c. GP wishes to grant and the City wishes to receive a blanket easement under, over and across the Lands so that the City may install and operate a well field and raw water transmission pipeline and thereby provide water service to members of the general public.

d. GP requires no monetary consideration for the easement granted herein, but the City agrees to abide by terms and conditions set forth herein which have been developed mutually by GP and the City to protect the water resources underlying GP's property, and to assure that such resources will be efficiently and usefully developed and thereby conserved. The terms and conditions hereof are also intended to avoid and to mitigate any damage to or limitation on the water resources underlying the easement premises or damage to GP's adjoining real property because of the presence of the well field or by reason of improper well field design, construction, or operation. Furthermore, the terms and conditions hereof are intended to avoid and to mitigate any damage to the present and future use of GP's adjoining real property by the promulgation of statutory or regulatory programs affecting the easement premises including wellfield protection ordinances.

NOW, THEREFORE, in consideration of the recitals set forth above and of other good and valuable considerations, including the covenants and use restrictions set forth herein, the following grants, covenants, and restrictions are made.

1. GRANT OF EASEMENT

GP hereby grants to the City an easement for ingress, egress, and other purposes as outlined in this instrument under, over, and across the Lands.

2. USE OF EASEMENT PREMISES

2.1 The City is authorized to use the Lands for any of the following purposes:

- a. Hydrologic testing.
- b. Construction and operation of wells for the production of raw water from the Floridian aquifer.
- c. Installation and operation of packing, screening, casing, concrete pads and any other facilities customarily associated with raw water supply wells.
- d. Installation and operation of pumps and pipes and all wiring, instrumentation, and other facilities customarily associated with the production, testing, and transmission of raw water.
- e. Installation of electric transformers and equipment customarily associated with transmission of power from electrical transmission lines to pumps.
- f. Buildings to house the facilities described in Paragraphs (a) through (e) above.
- g. Construction of such roads as are necessary for ingress to and egress from all wells constructed.
- h. Such grading and/or paving as may be necessary to provide service roads and parking for service vehicles.

2.2 The City is authorized to exercise, concurrently with GP, any and all rights held by GP under that warranty deed to Florida Power & Light Company dated June 14, 1983, in Official Record Book 2459, pages 315, et seq.

3. FENCING AND SCREENING OF WELL SITES

The City may erect chain link fences around all above-ground buildings and facilities on the Lands. Any fences constructed shall be at least six (6) feet in height with locking gates and three (3) strands of barbed wire on top, and they must

be adequate to keep animals and unauthorized persons from entering the enclosed areas. Upon request by GP, the City shall also provide natural vegetation to screen the easement premises and facilities thereon from surrounding or adjoining lands.

4. LONG RANGE SUPPLY OF WATER TO GRANTOR

The City agrees to conduct appropriate long-range planning to assure that GP (upon making the customary arrangements for the installation of pipes and facilities) will have access to potable water through the City's municipal water system at such time as GP develops the "Hunters' Ridge" DRI project. It is understood that should such development by GP occur prior to the installation of necessary pipes and facilities by the City then GP will be supplied with raw water, at an agreed upon reasonable price, until such time as the City makes potable water available.

5. HYDROLOGIC TESTING

The City shall conduct hydrologic testing on the well field parcels only in accordance with plans and specifications prepared by the City and approved in advance in writing by GP.

6. CONSTRUCTION SPECIFICATIONS

The City shall install or construct well, pipelines and related facilities only in accordance with plans and specifications prepared by the City and approved in advance in writing by GP. The City shall provide "as built" plans for all wells and pipelines, including values, and mark the location of buried installations at ground level. Location of the buried installations shall be tied to the Florida State Plane Co-ordinate System, East Zone, with co-ordinates shown on the "As Built" plans.

7. PROTECTION OF WATER RESOURCES UNDERLYING GP'S LAND

The following conditions are required to insure that water resources underlying all of GP's surrounding lands will be properly developed and protected from damage by over-pumping, improper well or well field design or construction, or any other activities by the City on the easement premises:

a. Baseline Water Levels

Prior to the initiation of any operational pumping by the city, the City shall provide GP with readings of the water levels referenced to mean sea level then existing in each well on the easement premises.

b. Drawdowns

The City agrees to limit its withdrawal of water from aquifers underlying GP's property to the quantities specified in the St. Johns River Water Management District (or successor).

Consumptive Use Permit(s) at all times during the life of this Easement Agreement. The City will provide upon request of GP copies of all documents pertaining to the easement premises submitted by the City to the St. Johns River Water Management District. All pumps shall be designed and operated so that the normal operating pumping water level does not drop below an elevation of five (5) feet above mean sea level. If pumping water levels drop below the five (5) feet elevation, the City shall take one or more of the following actions and initiate any other procedures deemed appropriate and reasonably calculated to induce recovery of the system:

- (1) Use standby or back-up wells;
- (2) Alter pumping schedule to allow well to recover,
- (3) Initiate water conservation measures, including, without limitation, (i) declare a water emergency; (ii) impose a moratorium on hook-ups; and (iii) ban lawn irrigation and car washing.

8. DURATION OF EASEMENT

The rights hereby granted shall be perpetual.

9. RIGHT OF FIRST REFUSAL

The City is hereby granted the right of first refusal to acquire all or any of the Lands and also GP's land in Sections 20, 30 and 31, Township 15 South, Range 31 East (the Lands plus Sections 20, 30 and 31 hereinafter collectively the "Option Property"). In the event GP desires to sell any or all of the Option Property, GP agrees to first offer to sell said property to the City at the then fair market value of said property as determined by the average of two (2) MAI appraisals, one obtained by GP and one obtained by the City.

If GP notifies the City of its desire to sell said property, GP and the City shall have a period of 30 days within which to obtain and furnish to the other an MAI appraisal. The City shall further have a period of ninety (90) days from receipt of the appraisals within which to determine whether or not it intends to purchase the property. If the City elects to purchase the property, it shall settle on the acquisition within one hundred eighty (180) days following the date of its election to purchase the property.

The City may assign its right of first refusal for the purchase of GP's land in Sections 20, 30 and 31, Township 15 South, Range 31 East, to the Halifax Regional Water Supply Authority, or its successor.

10. SUBORDINATE TO OTHER USES

It is understood by the City that GP is growing trees on the Land for the production of timber and other forest products and this Easement Agreement is subordinate to all such timber rights of GP and to any and all existing hunting leases on the Land. Each party shall use its best efforts to avoid unnecessary interference with the other party's use of the Land. GP will provide the City with a complete list of all pesticides used by it on the Lands during the term of this Easement Agreement. The City shall further give at least three (3) months to GP of its intention to cut any trees located on the Lands, so that GP may have an opportunity to remove them if it elects to do so, and the City shall pay GP or its assigns the then prevailing market value (based on stumpage price) for all trees cut by the City or its agents or assigns following the expiration of such notice, and shall own and remove the same.

11. REVERTER

In the event the City fails either to construct any type of water well, or any portion of any type of water transmission line, on any portion of the lands within three (3) years of the date of this Easement Agreement, then the easement herein granted shall automatically expire and revert to GP, its successors or assigns. Provided, however, that all of the City's rights of first refusal hereby granted shall remain in full force and effect and shall not be affected by any such reversion.



12. COMPLIANCE: ATTORNEY'S FEES

The parties may enforce their rights under this agreement by appropriate actions either at law or in equity. If the City fails to perform any of its obligations under this agreement or otherwise fails to comply with any provision hereof, GP may declare the City in default hereunder and terminate this agreement. Provided, however, GP shall not declare the City to be in default without giving the City, at least thirty (30) days in advance, written notice of intention to do so, during which time the City shall be entitled to remedy the default. In any litigation arising under this agreement, the prevailing party shall receive its reasonable costs and attorney's fees from the other party.

13. ADDITIONAL REMEDIES

In addition to any other remedies specifically identified in this agreement, GP's and the City's remedies include, but are not limited to damages, specific performance and injunctive relief.

14. INDEMNIFICATION

The City shall indemnify GP and hold GP harmless from and against every claim or demand with respect to bodily injury (including death), property damage, or nuisance caused or alleged to be caused by the City (including the City's employees, agents, representatives, or invitees) or otherwise arising out of or connected with the City's activities on or about the easement premises and not caused by the fault or negligence of GP. The City shall indemnify GP and hold GP harmless from and against any fine, penalty, liability, or cost arising out of the City's violation of any law, ordinance, or governmental regulation applicable to the City's use or occupancy of the easement premises or the City's activities on or about the easement premises.

15. NOTICE

Any notice or communication hereunder may be given to the parties (i) by registered or certified mail, or (ii) by regular U.S. mails or manual delivery. Notice given by registered or certified mail shall be deemed given when deposited in the U.S. mails, properly addressed and with postage prepaid. Notice otherwise given shall be deemed given only when received by the party to whom sent. If the last day for giving notice or performing any act hereunder falls on a Saturday, Sunday, or official post office holiday, the time shall be extended to the next day that is not a Saturday, Sunday, or post office holiday.

16. RELEASE OF EASEMENT

Provided all wells are first properly plugged or otherwise abandoned in accordance with applicable laws, ordinance and regulations, the City may withdraw from this Easement Agreement by recording a full release hereof in recordable form with directions for delivery of same to GP at its last address given pursuant hereto, whereupon all rights and duties of the City hereby created shall cease. The City shall not thereby be relieved of duties and liabilities, if any, arising before the date of recording. For convenience, the release instrument may run to "the owner or owners and parties interested" in the easement premises.

17. AGREEMENT TO RUN WITH LAND

This Easement Agreement shall run with the land and shall be binding upon the parties hereto and upon their successors and assigns. As such, the City may record this Easement Agreement in the public records of Volusia County, Florida, at its expense.

IN WITNESS WHEREOF, the undersigned authorized representatives of the parties have executed this agreement as of the 21st day of July, 1989.

Signed in the presence of

Richard W. George

William G. Bridges

Signed in the presence of

Marion A. Maxwell
Elizabeth M. Mohrbacker

GEORGIA-PACIFIC CORPORATION
a Georgia corporation

By: [Signature]
Its Vice President

Attest: [Signature]

THE CITY OF ORMOND BEACH
a Florida municipal
corporation

By: Nicholas A. Fortunato
Mayor - Nicholas A. Fortunato

Attest: [Signature]
City Manager
Bernard J. Murphy, Jr.

STATE OF GEORGIA)
) ss:
COUNTY OF FULTON)

The foregoing instrument was acknowledged before me this 21st day of July, 1989, by John F. Rasor and Joe K. Bridgforth, Vice President and Assistant Secretary, respectively, of GEORGIA-PACIFIC CORPORATION, a Georgia corporation, on behalf of the corporation.

Margaret D. Persons
NOTARY PUBLIC

State of Georgia

My Commission Expires:

MARGARET D. PERSONS
Notary Public, Dekalb County, Georgia
My Commission Expires May 15, 1990

STATE OF FLORIDA)

) SS:

COUNTY OF VOLUSIA)

this 2nd day of August, 1989, by NICHOLAS A. FORTUNATO and BERNARD J. MURPHY, JR., Mayor and City Manager, respectively, for THE CITY OF ORMOND BEACH, a Florida municipal corporation, on behalf of the corporation.

NOTARY PUBLIC

State of ~~Georgia~~ ^{FLORIDA}

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP SEPT 21, 1989
BONDED THRU GENERAL INS. UNID.

ATTACHMENT 3

RESOLUTION NO. 86-159

A RESOLUTION AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE AN AGREEMENT WITH DURRANCE DEVELOPMENT, LTD., ALLOWING THE CITY TO INSTALL WATER WELLS AND WATER MAINS UPON CERTAIN LANDS; SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City's Engineers have determined it to be necessary for the public health, safety and welfare to install a new water wellfield, and

WHEREAS, a water wellfield has been located upon certain lands owned by Hudson Pulp and Paper Corporation and under contract to Durrance Development, Ltd., and

WHEREAS, the City of Ormond Beach and Durrance Development, Ltd. have negotiated an agreement which will allow the City to install and maintain a water wellfield and water mains over and upon said lands, and

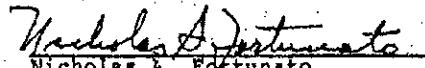
WHEREAS, the City Commission finds it to be in the best interests of the City to enter into such an Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA:

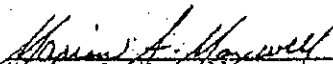
SECTION 1. That the Mayor and City Manager be and the same are hereby authorized and directed to execute an agreement between the City of Ormond Beach and Durrance Development, Ltd. to allow the City of Ormond Beach to install water wells and water mains upon certain lands, a copy of which Agreement is attached hereto and incorporated herein by reference.

SECTION 2. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED, this 16th day of December, 1986.


Nicholas A. Fortunato
Mayor - City Commissioner

ATTEST:


Marian A. Maxwell
City Clerk

AGREEMENT

BY THIS AGREEMENT dated this _____ day of _____, 1986, between the CITY OF ORMOND BEACH, a Florida municipal corporation, hereinafter referred to as "the City", and DURRANCE DEVELOPMENT, LTD., a Florida limited partnership, hereinafter referred to as "Durrance", in consideration of the mutual covenants hereby expressed and ten and no/100 (\$10.00) dollars, the said parties hereby agree as follows:

1. Durrance agrees to allow the City access over and upon those lands of which Durrance is the contract purchaser and which are described in Exhibit One attached hereto and incorporated herein, for the purpose of installing a 12-inch PVC water main and water wells to supply potable water to the City.

2. Durrance agrees to use its best efforts to have Hudson Pulp & Paper Corp., a Georgia corporation which is currently fee simple owner of the above described property execute an easement deed granting the aforesaid access to the City upon, across and under the property described in Exhibit "1". The failure of Durrance to obtain such a signed easement on behalf of the City within sixty (60) days after the execution hereof shall be a basis for the City, at its option, to rescind this Agreement. This option to rescind, however, shall only exist from the sixtieth day after execution hereof through the ninetieth day after execution hereof. If City does not exercise in writing its option to rescind within said thirty day period, said option shall expire. Durrance shall continue to use its best efforts to have said easement deed signed by Hudson Pulp & Paper Corp. through the ninetieth day after execution hereof.

3. The City agrees that it will bear all costs related to monitoring the wells installed upon the property described in Exhibit One.

4. The City understands that Durrance may, at some future time, desire to develop the lands immediately adjacent to those described in Exhibit "1" for residential and/or recreational uses.

5. The parties hereto are aware that the State of Florida, Department of Environmental Regulation (DER) is currently in the process of adopting new rules regulating uses of real property situated near potable water supplies.

6. As used in this Agreement the term "adjacent property" means (a) that real property falling within that area determined by DER or by its rules, regulations or the interpretation or application thereof, to be so close to a water well which supplies water to the City for treatment and distribution for human consumption that development is restricted or limited, and (b) all property so close to that property described immediately above whose development is restricted by DER, that it is either an enclave or of such a size or configuration as to be undevelopable (as that term is defined below). For clarification purposes the map attached hereto as Exhibit Two locates the thirteen proposed well sites (wells 30 through 42) and illustrates the location of the perimeter lines of the "adjacent property" assuming DER restricts development within the radius of the red circle around each well site.

7. In the event DER rules, regulations, or their interpretation or application make it economically unfeasible to develop the property falling within a specified radius of each potable water well site as an integral part of a single family residential subdivision with 1.2 dwelling lots per acre, then for purposes of this Agreement such property shall be deemed "undevelopable". In the event any of the property immediately surrounding a well site becomes undevelopable Durrance and the city will do the following:

- (a) Acting together select an MAI appraiser to determine the fair market value of the adjacent property or, if unable to agree on such an appraiser then each shall select one such appraiser and those two shall select a third MAI appraiser who shall determine the fair market value of the adjacent property. All determinations of fair market value shall be based upon the assumption the adjacent property is at that time zoned

for residential development at 1.2 dwelling units per acre and upon the assumption the wells have been capped and all DER restrictions limiting development on the property immediately surrounding each well are no longer applicable.

- (b) All surveyor fees, all appraiser fees and all related fees and costs generated by the above procedures shall be paid 50% by the City and 50% by Durrance.
- (c) Each party hereto shall be obligated to appoint an appraiser within ten (10) days after either party gives written notice to the other that, in its opinion, the parties are unable to agree on an appraiser. The failure of either party hereto to select an appraiser and to give written notice to the other party of the name of the appraiser within said ten day period shall constitute a waiver of the failing party's right to select an appraiser, in which case the appraiser which is selected by the other party shall determine the fair market value of the subject property based on the assumptions as provided herein. Similarly, the two MAI appraisers selected by each party hereto must, within ten (10) days after being selected, select the third MAI appraiser. Upon the failure of the two appraisers selected by the parties to timely select a third MAI appraiser, then either party hereto shall have the right, at its option, to demand that each of the two selected appraisers determine the fair market value of the property in light of the assumptions contained in this paragraph, and the average of these two appraisals shall be deemed the market value of the adjacent property. All appraisals must be completed within thirty days after selection of the appraiser making the appraisal.
- (d) Promptly after the fair market value has been determined, such determination of fair market value

shall be delivered in writing to the City Commission of the City for a decision as to whether the City will purchase the adjacent property at the said market value, including the well site and areas subject to access easements, or whether the City will cap the wells, deed the access easements back to the fee simple owner of the adjacent property and vacate the adjacent property. The City must commence its election (hold public hearing) at the first regular City Commission Meeting which occurs more than fifteen (15) days after the determination of market value has been delivered to the City Commission. The formal motion or resolution making the City's election must be adopted at the second regular City Commission Meeting which occurs after the determination of market value has been delivered to the City Commission.

- (e) In the event the City elects to purchase the adjacent property, the City must within three business days tender a deposit equal to 10% of the purchase price and simultaneously execute a contract of purchase and sale with Durrance (or Hudson Pulp & Paper Corp. if applicable). The contract shall be a standard purchase and sale agreement as used in Volusia County and approved by the Florida Association of Realtors and the Florida Bar, such contract shall call for the purchase price to be paid in cash and shall call for a closing no later than six (6) months after the determination of value.
- (f) In the event the City elects not to purchase the adjacent property or in the event the City fails to make an election within the time called for herein, then in either event the City shall be deemed to have elected to vacate the adjacent property and the City shall cap the wells, vacate the sites and deliver to the then fee simple owner of the subject property properly executed deeds of any well site and

access easements, all within thirty (30) days after the election, whether such election is made by action or inaction. Durrance and the then current fee simple owner or owners of all or part of the adjacent property shall have the right to specifically enforce by mandatory injunction the City's obligation to vacate, cap the wells and deliver easement deeds to the then current fee simple owner or owners of the adjacent property.

8.(a) At the place requested by Durrance the City shall place in the 12 inch PVC raw water transmission line a "T" with valves and a water meter. Durrance shall have the right to purchase and take that number of gallons per day (GPD) from the raw water transmission line as determined in good faith by the City's engineer will not substantially impair the value of the wells to the City. The cost per gallon to Durrance shall be reasonably determined by the parties hereto in light of the true cost to the City per gallon to pump the water and the true cost to Durrance to treat this raw water to make it fit for human consumption. Durrance to pay the reasonable expenses of installing said "T", valves and meter.

(b) The City's permit from the applicable regulatory entity or entities does not provide for such a "T". Thus, prior to the City being obligated to install such a "T" Durrance must obtain, at its expense, from the applicable regulatory entity or entities written permission and authority (whether by new permit, amendment to the City's permit or otherwise) for the City to install such "T". City shall cooperate with Durrance and shall not oppose Durrance in obtaining such written permission and authority.

9. Except for paragraph 8, this Agreement shall be assignable to any party or entity who becomes an owner of all or part of the adjacent property. Only Durrance shall have the

rights specified in paragraph 9 herein.

10. This Agreement shall be subject to ratification by the City Commission of the City.

IN WITNESS WHEREOF the parties hereto have placed their hands and seals on the date and year indicated below.

Date: December 17, 1986

CITY OF ORMOND BEACH

WITNESSES:

Mary A. Howard
Senior Master

BY: Nicholas A. Fortunato
Nicholas A. Fortunato, Mayor

ATTEST: Bernard J. Murphy, Jr.
City Manager

Date: _____

DURRANCE DEVELOPMENT, LTD.
a Florida Limited Partnership

WITNESSES:

James S. Miller
John R. Miller

BY: Thomas J. Durrance
General Partner

III. WELL SITES - VOLUSIA COUNTYA. Well #30:

Beginning at the southeast corner of Section 22, Township 14 South, Range 31 East, proceed westward a distance of 1,520 feet, more or less, along the south line of said Section 22, which is also the boundary of Flagler and Volusia Counties, to the east line of the existing Florida Power and Light Co. easement, thence southerly along the east line of said easement a distance of 1,800.00 feet to the Point of Beginning.

From said Point of Beginning, proceed 30.00 feet easterly, thence 30.00 feet southerly, thence 30.00 feet westerly, thence 30.00 feet northerly to the Point of Beginning.

B. Well #31:

Beginning at the southeast corner of Section 22, Township 14 South, Range 31 East, proceed westward a distance of 1,520 feet, more or less, along the south line of said Section 22, which is also the boundary of Flagler and Volusia Counties, to the east line of the existing Florida Power and Light Co. easement, thence southerly along the east line of said easement a distance of 900.00 feet to the Point of Beginning.

From said Point of Beginning proceeding 30.00 feet easterly, thence 30.00 feet southerly, thence 30.00 feet westerly, thence 30.00 feet northerly to the Point of Beginning.

IV. WELL SITES FLAGLER COUNTYA. Well #32:

Beginning at the southeast corner of Section 22, Township 14, South, Range 31 East, proceed westward a distance of 1,520 feet, more or less, along the south line of said Section 22, which is also the boundary of Flagler and Volusia Counties, to the east line of the existing Florida Power and Light Co. easement, which is the Point of Beginning.

From said Point of Beginning proceed 30.00 feet easterly, thence 30.00 feet northerly, thence 30.00 feet westerly, thence 30.00 feet southerly to the Point of Beginning.

B. Well #33:

Beginning at the southeast corner of Section 22, Township 14 South, Range 31 East, proceed westward a distance of 1,520 feet, more or less, along the south line of said Section 22, which is also the boundary of Flagler and Volusia Counties, to the east line of the existing Florida Power and Light Co. easement, thence northerly along the east line of said easement a distance of 1,000.00 feet to the Point of Beginning.

From said Point of Beginning proceed 30.00 feet easterly, thence 30.00 feet northerly, thence 30.00 feet westerly, thence 30.00 feet southerly to the Point of Beginning.

C. Well #34:

Beginning at the southeast corner of Section 22, Township 14 South, Range 31 East, proceed westward a distance of 1,520 feet, more or less, along the south line of said Section 22, which is also the boundary of Flagler and Volusia Counties, to the east line of the existing Florida Power and Light Co. easement, thence northerly along the east line of said easement a distance of 1,900.00 feet to the Point of Beginning.

From said Point of Beginning proceed 30.00 feet easterly, thence 30.00 feet northerly, thence 30.00 feet westerly, thence 30.00 feet southerly to the Point of Beginning.

D. Well #35:

Beginning at the southeast corner of Section 22, Township 14 South, Range 31 East, proceed westward a distance of 1,520 feet, more or less, along the south line of said Section 22, which is also the boundary of Flagler and Volusia Counties, to the east line of the existing Florida Power and Light Co. easement, thence northerly along the east line of said easement a distance of 2,800.00 feet to the Point of Beginning.

From said Point of Beginning proceed 30.00 feet easterly, thence 30.00 feet northerly, thence 30.00 feet westerly, thence 30.00 feet southerly to the Point of Beginning.

E. Well #36:

Beginning at the southeast corner of Section 22, Township 14 South, Range 31 East, proceed westward a distance of 1,520 feet, more or less, along the south line of said Section 22, which is also the boundary of Flagler and Volusia Counties, to the east line of the existing Florida Power and Light Co. easement, thence northerly along the east line of said easement a distance of 3,700.00 feet to the Point of Beginning.

From said Point of Beginning proceed 30.00 feet easterly, thence 30.00 feet northerly, thence 30.00 feet westerly, thence 30.00 feet southerly to the Point of Beginning.

F. Well #37:

Beginning at the southeast corner of Section 22, Township 14 South, Range 31 East, proceed northward a distance of 2,400.00 feet along the east line of said Section 22, which is also the boundary of Flagler and Volusia Counties, thence 20.00 feet westerly to a point on the west line of the utility easement described above in Item I, which is the Point of Beginning.

From said Point of Beginning proceed 30.00 feet westerly, thence 30.00 feet northerly, thence 30.00 feet easterly, thence 30.00 feet southerly along the west line of the said utility easement to the Point of Beginning.

G. Well #38:

Beginning at the southeast corner of Section 22, Township 14 South, Range 31 East, proceed northward a distance of 1,500.00 feet along the east line of said Section 22, which is also the boundary of Flagler and Volusia Counties, thence 20.00 feet westerly to a point on the west line of the utility easement described above in Item I, which is the Point of Beginning.

From said Point of Beginning proceed 30.00 feet westerly, thence 30.00 feet northerly, thence 30.00 feet easterly, thence 30.00 feet southerly along the west line of the said utility easement to the Point of Beginning.

H. Well #39:

Beginning at the southeast corner of Section 22, Township 14 South, Range 31 East, proceed northward a distance of 600.00 feet along the east line of said Section 22, which is also the boundary of Flagler and Volusia Counties, thence 20.00 feet westerly to a point on the west line of the utility easement described above in Item I, which is the Point of Beginning.

From said Point of Beginning proceed 30.00 feet westerly, thence 30.00 feet northerly, thence 30.00 feet easterly, thence 30.00 feet southerly along the west line of the said utility easement to the Point of Beginning.

I. Well #40:

Beginning at the southeast corner of Section 22, Township 14 South, Range 31 East, proceed westward a distance of 600.00 feet along the south line of said Section 22, which is also the boundary of Flagler and Volusia Counties, thence northerly 20.00 feet to the north line of the utility easement described above in Item I, which is the Point of Beginning.

From said Point of Beginning proceed 30.00 feet westerly along the north line of the said utility easement, thence 30.00 feet northerly, thence 30.00 feet easterly, thence 30.00 feet southerly to the Point of Beginning.

J. Well #41:

Beginning at the southeast corner of Section 22, Township 14 South, Range 31 East, proceed westward a distance of 2,400.00 feet along the south line of said Section 22, which is also the boundary of Flagler and Volusia Counties, thence northerly 20.00 feet to the north line of the utility easement described above in Item I, which is the Point of Beginning.

From said Point of Beginning proceed 30.00 feet westerly along the north line of the said utility easement, thence 30.00 feet northerly, thence 30.00 feet easterly, thence 30.00 feet southerly to the Point of Beginning.

K. Well #42:

Beginning at the southeast corner of Section 22, Township 14 South, Range 31 East, proceed westward a distance of 3,300.00 feet along the south line of said Section 22, which is also the boundary of Flagler and Volusia Counties, thence northerly 20.00 feet to the north line of the utility easement described above in Item I, which is the Point of Beginning.

From said Point of Beginning proceed 30.00 feet westerly along the north line of the said utility easement, thence 30.00 feet northerly, thence 30.00 feet easterly, thence 30.00 feet southerly to the Point of Beginning.

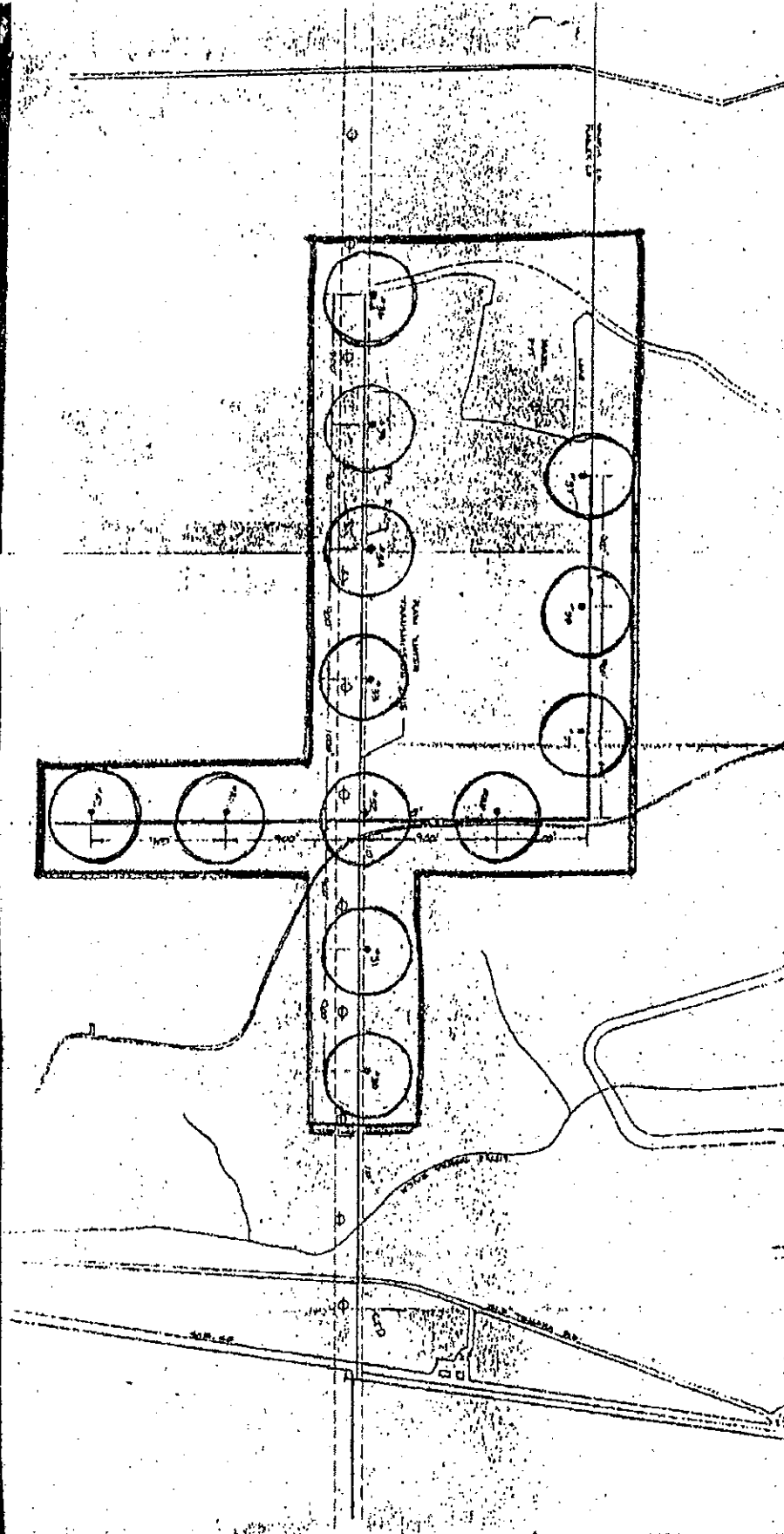


Exhibit Two

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II. USE OF EXISTING FLORIDA POWER AND LIGHT COMPANY EASEMENT IN
FLAGLER AND VOLUSIA COUNTIES
FLORIDA

A. 5 foot utility easement in Volusia County

Beginning at the southeast corner of Section 22, Township 14 South, Range 31 East, proceed westward 1,563.65 feet, more or less, which is also the southern boundary of the Flagler and Volusia Counties and Section 22 and northern boundary of Section 27 to the eastern boundary of the existing Florida Power and Light Company utility easement as the Point of Beginning.

From said Point of Beginning proceed southerly about 1,274 feet into Section 27 which is also the eastern boundary of the estimated 236 foot Florida Power and Light Company easement to the center line of the Old Tomoka Road right-of-way. Thence 5 foot westerly which is the centerline of said right-of-way, thence northerly about 3,274 feet parallel to the said eastern FP&L utility easement to the southern Volusia/Flagler County line, thence 5 feet easterly to said Point of Beginning.

B. 5 foot utility easement in Flagler County.

Beginning at the southeast corner of Section 22, Township 14, South, Range 31 East, proceed westward 1,563.65 feet, more or less, which is also the southern boundary of the Flagler and Volusia Counties and Section 22 to the eastern boundary of the existing Florida Power and Light Company utility easement, thence 20 feet northerly along eastern boundary of said FP&L utility easement which intersects the northern boundary of the 20 foot utility easement described in Part I as the Point of Beginning.

From the said Point of Beginning proceed northerly about 3,730 feet which is also the eastern boundary of the estimated 236 foot Florida Power and Light Company utility easement in said Section 22, thence westerly 5 feet, thence southerly about 3,730 feet parallel to said FP&L utility easement to the northern boundary of the 20 foot easement described in Part I, thence easterly 5 feet to the Point of Beginning.

NOTE: The above describes a 5 foot utility easement authorized by Florida Power and Light Company to be utilized by the City of Ormond Beach along the eastern 5 feet of the existing estimated 236 foot easement as shown on Page 7.

III. WELL SITES-VOLUSIA COUNTY

A. WELL SITE 30:

Beginning at the southeast corner of Section 22, Township 14 South, Range 31 East, proceed westward a distance of 1563.60 feet, more or less, along the south line of said Section 22, which is also the boundary of Flagler and Volusia Counties, to the east line of the existing Florida Power and Light Co. easement, thence southerly along the east line of said easement a distance of 1775.20 feet to the Point of Beginning.

From said Point of Beginning, proceed 30.38 feet easterly, thence 30.00 feet southerly, thence 30.38 feet westerly, thence 30.00 feet northerly to the Point of Beginning.

B. WELL SITE 31:

Beginning at the southeast corner of Section 22, Township 14 South, Range 31 East, proceed westward a distance of 1563.60 feet, more or less, along the south line of said Section 22, which is also the boundary of Flagler and Volusia Counties, to the east line of the existing Florida Power and Light Co. easement, thence southerly along the east line of said easement a distance of 875.23 feet to the Point of Beginning.

From said Point of Beginning, proceed 30.30 feet easterly, thence 30.00 feet southerly, thence 30.30 feet westerly, thence 30.00 feet northerly to the Point of Beginning.

IV. WELL SITES-FLAGLER COUNTY

A. WELL SITE 32:

Beginning at the southeast corner of Section 22, Township 14 South, Range 31 East, proceed westward a distance of 1563.60 feet, more or less, along the south line of said Section 22, which is also the boundary of Flagler and Volusia Counties, to the east line of the existing Florida Power and Light Co. easement, thence northerly along the east line of said easement a distance of 20.00 feet to the Point of Beginning.

From said Point of Beginning proceed 30.28 feet easterly, thence 39.01 feet northerly, thence 30.28 feet westerly, thence 39.01 feet southerly to the Point of Beginning.

B. WELL SITE 33:

Beginning at the southeast corner of Section 22, Township 14 South, Range 31 East, proceed westward a distance of 1563.60 feet, more or less, along the south line of said Section 22, which is also the boundary of Flagler and Volusia Counties, to the east line of the existing Florida Power and Light Co. easement, thence northerly along the east line of said easement a distance of 1016.07 feet to the Point of Beginning.

From said Point of Beginning proceed 30.00 feet easterly, thence 30.00 feet northerly, thence 30.00 feet westerly, thence 30.00 feet southerly to the Point of Beginning.

C. WELL SITE 34:

Beginning at the southeast corner of Section 22, Township 14 South, Range 31 East, proceed westward a distance of 1563.60 feet, more or less, along the south line of said Section 22, which is also the boundary of Flagler and Volusia Counties, to the east line of the existing Florida Power and Light Co. easement, thence northerly along the east line of said easement a distance of 1914.01 feet to the Point of Beginning.

From said Point of Beginning proceed 30.00 feet easterly, thence 30.00 feet northerly, thence 30.00 feet westerly, thence 30.00 feet southerly to the Point of Beginning.

30711666

PAUL
VOLUSIA COUNTY
10/12/12

D. WELL SITE 35:

Beginning at the southeast corner of Section 22, Township 14 South, Range 31 East, proceed westward a distance of 1563.60 feet, more or less, along the south line of said Section 22, which is also the boundary of Flagler and Volusia Counties, to the east line of the existing Florida Power and Light Co. easement, thence northerly along the east line of said easement a distance of 2654.05 feet to the Point of Beginning.

From said Point of Beginning proceed 30.00 feet easterly, thence 30.00 feet northerly, thence 30.00 feet westerly, thence 30.00 feet southerly to the Point of Beginning.

E. WELL SITE 36:

Beginning at the southeast corner of Section 22, Township 14 South, Range 31 East, proceed westward a distance of 1563.60 feet, more or less, along the south line of said Section 22, which is also the boundary of Flagler and Volusia Counties, to the east line of the existing Florida Power and Light Co. easement, thence northerly along the east line of said easement a distance of 3714.51 feet to the Point of Beginning.

From said Point of Beginning proceed 30.00 feet easterly, thence 30.00 feet northerly, thence 30.00 feet westerly, thence 30.00 feet southerly to the Point of Beginning.

F. WELL SITE 37:

Beginning at the southeast corner of Section 22, Township 14 South, Range 31 East, proceed northward a distance of 2410.00 feet along the east line of said Section 22, which is also the boundary of Flagler and Volusia Counties, thence 20.00 feet westerly to a point on the west line of the utility easement described above in Item I, which is the Point of Beginning.

From said Point of Beginning proceed 30.00 feet westerly, thence 30.00 feet northerly, thence 30.00 feet easterly, thence 30.00 feet southerly along the west line of the said utility easement to the Point of Beginning.

G. WELL SITE 38:

Beginning at the southeast corner of Section 22, Township 14 South, Range 31 East, proceed northward a distance of 1510.22 feet along the east line of said Section 22, which is also the boundary of Flagler and Volusia Counties, thence 20.00 feet westerly to a point on the west line of the utility easement described above in Item I, which is the Point of Beginning.

From said Point of Beginning proceed 30.15 feet westerly, thence 30.00 feet northerly, thence 30.15 feet easterly, thence 30.00 feet southerly along the west line of the said utility easement to the Point of Beginning.

H. WELL SITE 39:

Beginning at the southeast corner of Section 22, Township 14 South, Range 31 East, proceed northward a distance of 611.43 feet along the east line of said Section 22, which is also the boundary of Flagler and Volusia Counties, thence 20.00 feet westerly to a point on the west line of the utility easement described above in Item I, which is the Point of Beginning.

From said Point of Beginning proceed 34.31 feet westerly, thence 30.00 feet northerly, thence 34.31 feet easterly, thence 30.00 feet southerly along the west line of the said utility easement to the Point of Beginning.

I. WELL SITE 40:

Beginning at the southeast corner of Section 22, Township 14 South, Range 31 East, proceed westward a distance of 609.52 feet along the south line of said Section 22, which is also the boundary of Flagler and Volusia Counties, thence northerly 20.00 feet to the north line of the utility easement described above in Item I, which is the Point of Beginning.

From said Point of Beginning proceed 30.00 feet westerly along the north line of the said utility easement, thence 33.24 feet northerly, thence 30.00 feet easterly, thence 33.24 feet southerly to the Point of Beginning.

J. WELL SITE 41:

Beginning at the southeast corner of Section 22, Township 14 South, Range 31 East, proceed westward a distance of 2432.90 feet along the south line of said Section 22, which is also the boundary of Flagler and Volusia Counties, thence northerly 20.00 feet to the north line of the utility easement described above in Item I, which is the Point of Beginning.

From said Point of Beginning proceed 30.00 feet westerly along the north line of the said utility easement, thence 43.51 feet northerly, thence 30.00 feet easterly, thence 43.51 feet southerly to the Point of Beginning.

K. WELL SITE 42:

Beginning at the southeast corner of Section 22, Township 14 South, Range 31 East, proceed westward a distance of 3333.80 feet along the south line of said Section 22, which is also the boundary of Flagler and Volusia Counties, thence northerly 20.00 feet to the north line of the utility easement described above in Item I, which is the Point of Beginning.

From said Point of Beginning proceed 30.00 feet westerly along the north line of the said utility easement, thence 40.35 feet northerly, thence 30.00 feet easterly, thence 40.35 feet southerly to the Point of Beginning.

V. CHLORIDE MONITORING WELL

30711668

Beginning at the southeast corner of Section 22, Township 14 South, Range 31 East, proceed westward a distance of 1075.25 feet along the south line of said Section 22, which is also the boundary of Flagler and Volusia Counties, thence northerly 20.00 feet to the north line of the utility easement described above in Item I, which is the Point of Beginning.

From said Point of Beginning proceed 10.00 feet westerly along the north line of the said utility easement, thence 20.00 feet northerly, thence 10.00 feet easterly, thence 20.00 feet southerly to the Point of Beginning.

BOOK PAGE
3696 1648
Volume 1648

NOTICE OF ADOPTION OF DEVELOPMENT ORDER
PURSUANT TO FLORIDA STATUTES SECTION 380.06(15)(f)

Notice hereby is given, that on May 28, 1991, the State of Florida Land and Water Adjudicatory Commission adopted an Amended Final Order granting the Application for Development Approval for the Hunter's Ridge Development of Regional Impact. A certified copy of the Amended Final Order is attached to this Notice. The legal description of the property covered by the Amended Final Order is set forth in Exhibit "A" to the Amended Final Order. The Amended Final Order constitutes a land development regulation applicable to the property and may be examined in the offices of the City of Ormond Beach Planning Department. Pursuant to Florida Statute, §380.06(15)(f), the recording of this Notice shall not constitute a lien, cloud or encumbrance on the property, or actual or constructive notice of any such lien, cloud or encumbrance.

FILED FOR PUBLIC
RECORD VERIFIED
124630

91 OCT - 1 AM 9:08

CLERK OF THE CIRCUIT
JUDICIAL CIRCUIT VOLUSIA CO., FL

Witnessed:

FLORIDA-GEORGIA VENTURE GROUP

J. Dale & Zimmerman
Judith Hannon

By:

Thomas L. Durrance
Thomas L. Durrance,
Authorized Representative

Sworn to and subscribed before me
this 26 day of September, 1991.

J. Dale & Zimmerman
Notary Public, State of Florida at Large
My Commission expires:

BOOK PAGE
3696 1641

STATE OF FLORIDA
FLORIDA LAND AND WATER ADJUDICATORY COMMISSION

FLORIDA-GEORGIA VENTURE GROUP,)
)
 Petitioner,)
)
 vs.)
)
 CITY OF ORMOND BEACH)
)
 Respondent,)
)
 and)
)
 EAST CENTRAL FLORIDA REGIONAL)
 PLANNING COUNCIL, FLORIDA)
 AUDUBON SOCIETY, CITIZENS FOR)
 ORMOND BEACH, INC. and THE)
 DEPARTMENT OF COMMUNITY AFFAIRS)
)
 Intervenor,)
)

CASE NO. 90-3409DRI

NORTHEAST FLORIDA REGIONAL)
 PLANNING COUNCIL and THE)
 DEPARTMENT OF COMMUNITY AFFAIRS,)
)
 Petitioners,)
)
 vs.)
)
 FLAGLER COUNTY COMMISSION and)
 FLORIDA-GEORGIA VENTURE GROUP,)
)
 Respondents,)
)
 and)
)
 FLORIDA AUDUBON SOCIETY and)
 ANNIE JOHNSON AND THE FLAGLER)
 CITIZENS FOR AFFORDABLE HOUSING,)
)
 Intervenor.)

CASE NO. 90-3410DRI

AMENDED FINAL ORDER

These consolidated cases came before the Governor and
Cabinet sitting as the Florida Land and Water Adjudicatory

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Commission on May 28, 1991 for action to be ~~taken with regard~~ to the Recommended Order rendered on March 21, 1991 by the Division of Administrative Hearings and received by the Commission on March 25, 1991. Exceptions to the Recommended Order were filed by the Department of Community Affairs and by the City of Ormond Beach. By a vote of 7 - 0 the Commission authorized the Secretary of the Commission to enter this final order adopting the Recommended Order as the Final Order of the Commission except to the extent inconsistent with this order as stated below.

ACTION ON THE RECOMMENDED ORDER

The Commission adopts the Recommended Order (attached) except for Findings of Fact 53 and 59 (rejected for the reasons explained in the rulings on the Department's Exceptions, below,) and Findings of Fact 66, 68 and 69 (rejected by the Commission as irrelevant as a matter of law) and except for the changes made to the Recommended Order in the rulings, below, on the City's Exceptions. Attached to and incorporated into the Recommended Order are two stipulations, one between Florida-Georgia Venture Group (the Developer) and Flagler County and the other between the Developer Venture Group and the City of Ormond Beach. These stipulations, in turn, incorporate stipulations between the Developer and Florida Audubon Society and the Developer and the Department. All of these stipulations together with the Recommended Order¹ are incorporated into this Final Order.

¹ Except for Findings of Fact 53, 59, 66, 68 and 69 and the changes to the Recommended Order made in the rulings on exceptions.

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DCA's EXCEPTIONS

1. The Department of Community Affairs disputes the existence of competent substantial evidence in the record to support Finding of Fact 48 in the Recommended Order. We accept the finding to mean that solid waste is not an issue for this development in Flagler County because development cannot proceed pursuant to the stipulation with the County unless solid waste capacity is available. As the Department points out, however, the evidence showed that solid waste is an issue generally in the County because its landfill is closing. The exception, therefore, is granted in part, (the evidence establishes that solid waste is an issue in Flagler County), and denied in part, (solid waste is not an issue in this proceeding since development may not proceed without the availability of solid waste capacity.)

2. Finding of Fact 53 is rejected as a matter of law since it is not relevant to the issues in the proceeding. The Exception is GRANTED.

3. Finding of Fact 59 is rejected as a matter of law since it is not relevant to the issues in this proceeding. The Exception is GRANTED.

4. Exception 4 seeks to add to this order a portion of the stipulation between the developer and the Department. The exception is unnecessary since the stipulation is incorporated into the Recommended Order and therefore into this order.

5. Exception 5 also seeks to add a portion of the stipulation between the developer and the Department. Just as with Exception 4 the exception is unnecessary since the stipulation is incorporated into the Recommended Order and therefore into this order.

FINDINGS OF FACT REJECTED BY THE COMMISSION

Upon our own independent review of the Recommended Order we reject Findings of Fact 66, 68 and 69. These findings are not relevant to this proceeding in much the same manner as Findings of Fact 53 and 59 and therefore are rejected as a matter of law.

CITY OF ORMOND BEACH'S EXCEPTIONS

1. Exception 1 requests the reference to Florida-Georgia Exhibit 3 on page 4 line 7 of the Recommended Order be changed to Florida-Georgia Exhibit 7. The developer has no objection to this change. See Responses to City of Ormond Beach Exceptions to Recommended Order served May 21, 1991 (Developer's Response) by the Developer. The Exception is therefore GRANTED.

2. The exceptions contained in Section 2 of the City's Exceptions all relate to findings of fact. The developer has no objection to the following changes to the Recommended Order requested by the City. See Developer's Response. Exceptions 2. a., b., c., d., e., g., h., j., are therefore GRANTED as follows:

a. Paragraph 5, page 7, Line 3: "109" residential units is changed to "108".

b. Paragraph 12, Page 8, Line 5: Exhibit 7 is included in the list of cited exhibits.

c. Paragraph 13, Page 8, Line 9: the reference to "130.00" acres of Single Family Residential is changed to "827.61 acres.

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d. Paragraph 13, Pages 8, 9, last sentence: The sentence is changed to read: "The total number of dwelling units permitted in the County is 365 multi-family dwelling units and 388 single-family dwelling units, with 849 single-family dwelling units and 100 multi-family dwelling units subject to substantial deviation." See Exhibit F to the Development Order attached to the Stipulation between the County and the Developer.

e. Paragraph 18, Page 10, Line 2: The reference to Florida-Georgia Exhibit 5 is changed to Florida-Georgia Exhibit 7.

g. Paragraphs 35 through 41, inclusive and Paragraph 43, pages 12/13: The references to "Conditions of Approval" means "Development Orders and Conditions of Approval".

h. Paragraph 56, Page 14 is changed to read: "This project will be within an area which will require a new police patrol zone." "

j. Paragraph 63, Page 15 is changed to read: "The City has adopted the West Ormond Plan to establish a framework for the provision of utilities in the area encompassed by the Plan, which area includes Hunter's Ridge."

Exceptions 2. f., i., k., l., m., n., are DENIED. The City does not carry its burden of showing a lack of competent substantial evidence to support these exceptions to findings of fact in the Recommended Order.

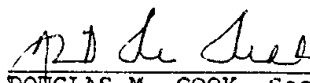
3. and 4. These two sections of the City's Exceptions take issue with Conclusions of Law of the Recommended Order. We do not disagree with the Hearing Officer's conclusions. The Exceptions contained in 3 and 4 are therefore DENIED.

WHEREFORE, pursuant to Section 380.07, Florida Statutes, the Development Order entitled "DECISION AND ORDER GRANTING THE APPLICATION FOR DEVELOPMENT APPROVAL FOR THE HUNTER'S RIDGE

DEVELOPMENT OF REGIONAL IMPACT, SUBJECT TO CERTAIN CONDITIONS" attached to the Joint Stipulation of Florida-Georgia Venture Group and Flagler County recommended for adoption in the Recommended Order is ADOPTED and the Development Order entitled "DECISION AND ORDER GRANTING THE APPLICATION FOR DEVELOPMENT APPROVAL FOR THE HUNTER'S RIDGE DEVELOPMENT OF REGIONAL IMPACT, SUBJECT TO CERTAIN CONDITIONS" attached to the Joint Stipulation of Florida-Georgia Venture Group and the City of Ormond Beach recommended for adoption in the Recommended Order is ADOPTED.

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DONE and ORDERED this 28th day of MAY, 1991.


for DOUGLAS M. COOK, Secretary
Florida Land and Water
Adjudicatory Commission
Office of the Governor
The Capitol
Tallahassee, Florida 32399
(904) 488-7734

FILED with the Clerk of the Florida Land and Water Adjudicatory Commission this 30th day of May 1991.


KELLY A. TUCKER
Florida Land and Water
Adjudicatory Commission

Any party to this order has the right to seek judicial review of the order pursuant to section 120.68, Florida Statutes, by the filing of a Notice of Appeal pursuant to Rule 9.110, Florida Rules of Appellate Procedure, with the Clerk of the Commission, Office of Planning and Budgeting, Executive Office of the Governor, Room 412 Carlton Building, 501 South Gadsden Street, Tallahassee, Florida 32399-0001; and by filing a copy of the Notice of Appeal, accompanied with the applicable filing fees, with the appropriate District Court of Appeal. Notice of Appeal must be filed within 30 days of the day this order is filed with the Clerk of the Commission.

for Terese B. Linker
DOUGLAS M. COCK, Secretary
Florida Land and Water
Adjudicatory Commission

I HEREBY CERTIFY that this is a true and correct copy.

Patricia P. McCray
Clerk, Florida Land and Water
Adjudicatory Commission

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was delivered to the following parties by U.S. Mail this 30th day of May 1991.

for Douglas M. Cook
DOUGLAS M. COOK, Secretary
Florida Land and Water
Adjudicatory Commission

J. Doyle Tumbleson, Esquire
Kinsey Vincent Pyle Professional
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Daytona Beach, Florida 32114

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Florida Audubon Society
1011 Audubon Way
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DIVISION OF
ADMINISTRATIVE
HEARINGS

STATE OF FLORIDA
DIVISION OF ADMINISTRATIVE HEARINGS

FLORIDA-GEORGIA VENTURE GROUP,
Petitioner,

vs.

CITY OF ORMOND BEACH,
Respondent,

CASE NO. 90-3409DRI

and

EAST CENTRAL FLORIDA REGIONAL
PLANNING COUNCIL, et al.,

Intervenors.

NORTHEAST FLORIDA REGIONAL
PLANNING COUNCIL, et al

Petitioners,

vs.

FLAGLER COUNTY COMMISSION, et al.,
Respondents,

CASE NO. 90-3410DRI

and

FLORIDA AUDUBON SOCIETY, et al.,
Intervenors.

JOINT STIPULATION
OF

FLORIDA-GEORGIA VENTURE GROUP and the CITY OF ORMOND BEACH

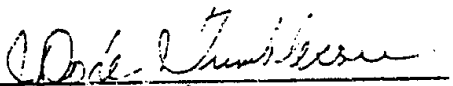
The FLORIDA-GEORGIA VENTURE GROUP (Fla-Ga) and the CITY OF ORMOND BEACH hereby stipulate that if the hearing officer in this proceeding rules in favor of Fla-Ga, the attached,

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proposed Decision and Order Granting the Application for Development Approval for the Hunter's Ridge Development of Regional Impact, Subject to Certain Conditions, is appropriate for the Hunter's Ridge DRI as submitted by Fla-Ga at the administrative hearing in this matter, is consistent with the Ormond Beach Comprehensive Plan and all Ormond Beach land development regulations, and is in compliance with the provisions of Chapter 380, Florida Statutes, and with all conditions precedent to the granting of development approval required by Chapter 380, Florida Statutes.

By executing this Joint Stipulation, the City shall not be deemed as having waived any right to recommend denial of the project as a whole, or to take exception to any recommended order which may be submitted to FLWAC.

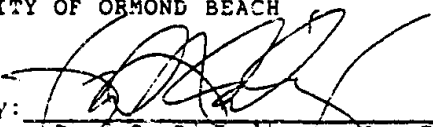
KINSEY VINCENT PYLE, PA

By: 

J. Doyle Tumbleson
Florida Bar No. 0129876
150 S. Palmetto Ave., Box A
Daytona Beach, FL 32114
(904) 252-1561
Attorneys for Petitioner,
Florida-Georgia Venture Group

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CITY OF ORMOND BEACH

By: 

Fred S. Disselkoe, Jr., Esq.
Florida Bar No. 237051
298 North Nova Road
P.O. Box 277
Ormond Beach, Fl. 32175-0277
(904) 676-3217
Attorney for City of Ormond
Beach

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished to the parties listed on the attached Service List, by U.S. mail this 14 day of December, 1990.


J. Doyle Tumbleson, Esquire

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DIVISION OF
ADMINISTRATIVE
HEARINGS

STATE OF FLORIDA
LAND AND WATER ADJUDICATORY COMMISSION

IN RE: RESOLUTION 90-20 ISSUED BY
THE CITY OF ORMOND BEACH, FLORIDA,
DENYING A DEVELOPMENT OF REGIONAL
IMPACT KNOWN AS HUNTER'S RIDGE

CASE NO. APP-90-012
(DOAH CASE NO. 90-3409 DRI)

DECISION AND ORDER GRANTING THE APPLICATION
FOR DEVELOPMENT APPROVAL FOR THE HUNTER'S
RIDGE DEVELOPMENT OF REGIONAL IMPACT,
SUBJECT TO CERTAIN CONDITIONS

WHEREAS, on January 26, 1988, a preapplication conference was held regarding a Development of Regional Impact (DRI) and was attended by representatives of Florida-Georgia Venture Group (Applicant) and representatives of East Central Florida Regional Planning Council; Department of Environmental Regulation (DER); St. John's River Water Management District (SJRWMD); Florida Game and Fresh Water Fish Commission (PGFWFC); Flagler County, Florida (County); and the City of Ormond Beach, Florida (City); and,

WHEREAS, the project lies within the jurisdiction of two regional planning councils (Northeast Florida Regional Planning Council and East Central Florida Regional Planning Council) and has undergone concurrent review (Note: Unless indicated otherwise, the designation "RPC" is intended to refer to East Central Florida Regional Planning Council); and

WHEREAS, the DRI/ADA also constitutes Applicant's application for planned unit development approval; and

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WHEREAS, pursuant to Sections 380.031 and 380.06, Florida Statutes, the City Commission of the City of Ormond Beach, Florida, (City), as the local government having jurisdiction, is authorized and required by law to consider the Hunter's Ridge DRI/ADA; and

WHEREAS, the East Central Florida Regional Planning Council did hold a public hearing on June 21, 1989, and did adopt the DRI/ADA subject to a series of conditions which have been received and reviewed by the City; and

WHEREAS, the City received and reviewed the comments and recommendations of its staff, which recommended approval of the DRI/ADA subject to the conditions adopted by the RPC as amended; and,

WHEREAS, pursuant to Section 380.06, Florida Statutes, notice of a public hearing on the DRI/ADA was published on June 15, 1989, in the Daytona Beach News Journal and was provided to the DCA, the RPC and other persons designated by DCA rules; and

WHEREAS, the City held a public hearing on August 15, 1989, which was continued to September 5, 1989, to September 19, 1989, to October 3, 1989, to October 17, 1989, and to January 30, 1990, on the Development Order and Agreement for the DRI/ADA at which all parties were afforded the opportunity to present evidence and argument on all issues, and any member of the general public requesting to do so was given an opportunity to present written or oral information; and

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WHEREAS, The DRI/ADA and the conditions of approval are consistent with all elements of the transmittal draft of the Comprehensive Plan of the City of Ormond Beach as adopted by Resolution 89-257 on December 13, 1989, and with the existing Comprehensive Plan now in effect; and

WHEREAS, the City at its public hearings fully considered the DRI/ADA, the conditions of approval, the City of Ormond Beach Comprehensive Plan, the report of the RPC, the City staff recommendations and the evidence of record presented at the public hearings, and was otherwise fully advised in the premises; and

WHEREAS, on January 30, 1990, the City adopted Resolution 90-20 denying the DRI/ADA for the portion of the Hunter's Ridge Development of Regional Impact located within the City; and

WHEREAS, the Applicant, pursuant to Section 380.07, Florida Statutes and Rules 42-2.002 through 42-2.011, Florida Administrative Code, timely filed a Notice of Appeal and Petition for Administrative Hearing with the State of Florida Land and Water Adjudicatory Commission (the "Commission"), whereby the applicant appealed the denial of approval by the City; and

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WHEREAS, this cause came before the Commission on May 22, 1990, for consideration of the appeal and the Petition for Administrative Hearing, and the Commission ordered that this matter be forwarded to the Division of Administrative Hearing for assignment of a hearing officer and further proceedings; and

WHEREAS, the Department of Administrative Hearings has concluded its proceedings in this matter and transmitted a recommended order to the Commission.

I. NOW, THEREFORE, THE COMMISSION MAKES THE FOLLOWING FINDINGS OF FACT:

1. The Applicant is Florida-Georgia Venture Group, 402 Clifton Avenue, Holly Hill, Florida 32117, and its authorized agent is Thomas L. Durrance, Managing Partner, 402 Clifton Avenue, Holly Hill, Florida 32117, (904) 255-6541. Applicant may designate a substitute authorized agent by delivering written notice of the substitution to the City.

2. The legal description of the property comprising the proposed Hunter's Ridge DRI is contained in the attached Exhibit A.

3. When developed in accordance with the conditions imposed by this development order, the Hunter's Ridge DRI:

a. will not have a significant negative impact on the environment and natural and historical resources of the region;

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b. will have a favorable economic impact on the economy of the region by providing new employment and businesses for the residents of the region;

c. will efficiently use water, sewer, solid waste disposal, public school facilities, and other necessary public facilities;

d. will efficiently use public transportation facilities;

e. will favorably affect the ability of people to find adequate housing, reasonably accessible to their places of employment; and

f. will not create an unreasonable additional demand for, or additional use of, energy and complies with other criteria for determining state and regional impacts as the RPC and DCA have deemed appropriate.

4. The proposed Hunter's Ridge DRI is not located in an area of critical state concern designated pursuant to the provisions of Section 380.05, Florida Statutes.

II. THE COMMISSION ADOPTS THE FOLLOWING CONCLUSIONS OF LAW:

1. The proceedings herein have been conducted in compliance with the provisions of Chapter 380, Florida Statutes, and all conditions precedent to the granting of development approval required by Chapter 380, Florida Statutes, have occurred.

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3. The proposed Hunter's Ridge DRI and planned unit development, when developed subject to the conditions imposed by this development order, will be consistent with the City of Ormond Beach Comprehensive Plan and with local land development regulations.

5. The proposed development is in all material respects consistent with all elements of the Comprehensive Plan of the City of Ormond Beach.

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III. BASED UPON THE FOREGOING THE COMMISSION HEREBY ORDERS
AS FOLLOWS:

1. The DRI/ADA and planned unit development for the Hunter's Ridge DRI hereby are approved subject to the special conditions of development contained in the attached Exhibit B.

2. This development order, together with all exhibits hereto, constitutes the development order pursuant to Section 380.06, Florida Statutes, for the Hunter's Ridge DRI. The DRI/ADA and sufficiency responses filed by the Applicant are incorporated herein by reference, and the proposed development shall be carried out substantially in conformance with the DRI/ADA, except to the extent that the DRI/ADA and the sufficiency responses are inconsistent with the other terms and conditions of this development order. The ADA and sufficiency responses are amended by any inconsistent terms of this development order.

3. The development of the Hunter's Ridge Development of Regional Impact hereby is authorized and approved consistent with this order and the attached exhibits, and subject to the conditions set forth herein and in the attached exhibits.

4. The City Planning Director is designated as the local official responsible for receiving and monitoring the annual reports. The procedures for review of Planned Unit Developments under the City's land development regulations, including R-S Zoning District classification and the Subdivision Regulations, Flood Damage Control, Wetland

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Protection, and Tree Protection and Landscaping Ordinances shall be followed to facilitate compliance and monitoring by the City Planning Director. The provisions of Section 380.06(17), Florida Statutes, shall apply to this development order.

5. This development order shall take effect upon adoption and shall remain in effect for the duration of the development as described in the DRI/ADA and as provided in paragraph III.8. below. The effective date of this development order may be extended by the City upon a showing by the Applicant of excusable delay. In no event shall the effective date of the development order be extended by five or more years, except as provided by Section 380.06(19)(C), Florida Statutes.

6. Pursuant to Section 380.06(18), Florida Statutes, and Rule 9J-2.025, Florida Administrative Code, as amended from time to time, Applicant shall provide an annual monitoring report relating to its activities to the City Planning Director, the RPC, and the DCA on July 1 of each year during the term of this development order, commencing on July 1, 1992. The annual report shall contain all information required by the applicable statutes and regulations, but at a minimum, the following information:

a. A description of any proposed changes to be made in the proposed plan of development, phasing, or in the representations contained in the ADA since the DRI received approval, and any actions (substantial deviation or

non-substantial deviation determinations) taken by local government to address these proposed changes.

b. A summary comparison of development activity proposed and actually conducted during the preceding calendar year, and projected for the ensuing calendar year, to include: site improvements; dwelling units constructed; gross floor area constructed by land use type; location; and phases with appropriate maps.

c. An identification by location, size, and buyer of any undeveloped tracts of land in the development that have been sold to a separate entity or developers (other than individual single family lots), with map(s) which show the parcel(s) or sub-parcel(s) involved.

d. A description of any lands purchased, leased or optioned by the Applicant adjacent to the original DRI site subsequent to issuance of the development order. Such land, its size, and intended use shall be identified on a site plan and map.

e. An assessment of the Applicant's and the City's compliance with conditions of approval contained in the development order and the commitments which are contained in the ADA and which have been identified by the City, the RPC, or the DCA as being significant.

f. Any known incremental DRI applications for development approval or requests for a substantial deviation determination that were filed in the reporting year and to be filed during the next year.

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g. An indication of a change, if any, in local government jurisdiction for any portion of the development since the development order was issued.

h. A copy of any recorded notice of the adoption of a development order or the subsequent modification of an adopted development order that was recorded by the Applicant pursuant to subsection 380.06(15)(f)1, Florida Statutes.

i. A listing of any significant local, state, and federal permits which have been obtained, applied for, or denied, during this reporting period, and specifying the agency, type of permit, parcel, location(s), and activity for each.

j. A description of any moratorium on development imposed by a regulatory agency specifying the type of moratorium, duration, cause, and remedy.

k. A synopsis of the operating parameters of the potable water, wastewater, and solid waste facilities serving the development area for the preceding year. A copy of any site or quality/quantity analysis performed by the regulatory agencies shall be included where available, along with any violation notices or enforcement action.

l. A listing as required by the RPC of the deed restrictions and/or covenants that were in place for the preceding year.

m. A description of specific construction plans, design criteria, and planting and maintenance programs for the stormwater treatment system prepared and submitted at the time of permitting review.

n. A description of any changes to the previously reported stormwater plans, design criteria, or planting and maintenance programs.

o. Copies of all regulatory permits issued for work within wetlands.

p. Copies of monitoring reports completed during the previous year on the created wetlands and stormwater/wetland systems.

q. Traffic reports shall be submitted to the Florida Department of Transportation (FDOT) District Office in Deland, as well as to the City of Ormond Beach, Volusia County, the RPC, and to DCA. The first traffic report shall be due at the time of the first annual report, and shall be provided annually until project buildout, unless more frequently specified by the RPC, the City, or the County. The timing of recommended traffic improvements will be based on the information contained in traffic monitoring reports. The following information shall be included:

(1) A description of current development by land use, type, location, and amount of commercial and light industrial square footage, along with the proposed construction schedule for the ensuing 12 month period, and appropriate maps.

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VOLUNTARY COMPL

(2) A description of new and/or improved roadways, traffic control devices or other transportation facility improvements to be constructed or provided by the Applicant or specified governmental entities to adequately accommodate the total existing and anticipated traffic demands.

r. A table showing the acreage of the Florida Land Use and Cover Classification System (FLUCCS) categories impacted, preserved, or reserved by the development as of the date of the report.

s. A synopsis of the irrigation systems that have been implemented within the project during the period for which the report is filed, with a chart showing the types of irrigation systems, areas (acreage) served, parties responsible for maintenance, and estimated gallons per year used by water source.

t. A statement certifying that the RPC, the DCA, the City, and all affected agencies have been sent copies of the annual report in conformance with Subsections 380.06(15) and (18), Florida Statutes.

7. Definitions contained in Chapter 380, Florida Statutes, shall control in the construction of this development order. It is understood that any reference herein to any governmental agency shall be construed to mean any future instrumentality which may be created and designated as successor in interest to, or which otherwise possesses any of

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the powers and duties of any referenced governmental agency in existence on the effective date of this Development Order. If the City is a party in any judicial or administrative proceeding to enforce this development order, the Applicant or its successor shall pay the City, if the City prevails, its reasonable attorney's fees and costs of such action. The City shall assist the Applicant in recovering its or the City's attorneys fees and costs from other parties when such fees and costs are authorized by law or contract. The venue for enforcement of this Development Order shall be the Circuit Court of Volusia City, Florida.

8. The Applicant shall commence physical development of the DRI within 5 years from the date of recordation of notice of this development order, and shall complete such development within 20 years thereafter, unless extended by the City. The development order shall terminate as of such completion of development. The commencement and completion dates shall be tolled during any period that the Applicant is prevented from commencing or performing physical development due to state or federal license requirements, moratoria, or judicial or administrative delays beyond the control of the Applicant. Any such tolling shall be subject to Section 380.06(19)(c), Florida Statutes.

9. Unless otherwise stated, the Applicant is responsible for the ongoing maintenance of capital facilities or systems

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described in the special conditions of this development order, and will remain so after the order terminates. However, the Applicant may transfer such responsibilities to City-approved private or governmental entities which assume such responsibilities, provided any such private entity presents reasonably sufficient indicia of solvency and permanence to qualify for this purpose.

10. The Applicant will be responsible for the costs of implementing this Development Order.

11. The ADA, the Hunter's Ridge sufficiency responses and the additional information submitted in writing to the RPC and the City by the Applicant during the review period between October, 1988, and March 16, 1989, are hereby made part of this development order.

12. Copies of all permit applications associated with the Hunter's Ridge DRI shall be submitted to the RPC, for informational purposes, simultaneously with submittal to the appropriate agencies.

13. In the event that any portion or section of this development order is determined to be invalid by a court of competent jurisdiction, the remaining portions or sections of this development order shall remain in full force and effect, if the remaining portions are consistent with the City of Ormond Beach Comprehensive Plan and Development regulations and the requirements of State regulatory agencies.

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14. During its term, this development order constitutes a land development regulation applicable to the property described in Exhibit A and shall run with the land. The term "Applicant" shall include Florida-Georgia Venture Group and its successors-in-interest who perform development activity on the property.

15. Any proposed change to the development approved by this development order which creates a reasonable likelihood of additional regional impact, or any type of regional impact created by the change not previously reviewed by the RPC, shall constitute a substantial deviation and shall cause the development to be subject to further development of regional impact review pursuant to Chapter 380, Florida Statutes.

16. Notice of the adoption of this development order resolution, with a certified copy of this resolution, shall be recorded by the Applicant in accordance with Section 380.06(15)(f), Florida Statutes. The notice of adoption of this development order shall include a legal description of the property covered by this development order, shall state the unit of government which adopted the development order, the date of adoption, the date of adoption of any amendments to the development order, the location where the adopted order with any modifications may be examined, and that the development order constitutes a land development regulation applicable to the property. The recording of this notice shall ^{not} constitute a

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WOLLSHA CO. FL

lien, cloud, or encumbrance on real property, or actual or constructive notice of any such lien, cloud, or encumbrance.

17. Local ordinances cited in this development order are incorporated herein by reference.

18. Unless otherwise specified herein, the codes, ordinances, statutes and rules cited in and relied upon in this development order shall be those in effect on the effective date of this development order. Applicant has elected to be bound by the rules adopted pursuant to Chapters 407 and 373, Florida Statutes, in effect at the date of the development order, in accordance with Section 380.06(5)(c), Florida Statutes.

19. Notices required by this development order between the Applicant and the City shall be by certified mail, return receipt requested, and shall be effective upon receipt.

20. The Commission shall transmit a certified copy of this development order by certified mail to the City, the DCA, the RPC, and the Applicant.

DONE AND ORDERED this _____ day of _____, 1990.

Paul R. Bradshaw, Secretary
FLORIDA LAND AND WATER ADJUDICATORY
COMMISSION

RE:433

HUNTER'S RIDGE
PORTION IN ORMOND BEACH, FLORIDA

BOOK 3695

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A PORTION OF SECTIONS 27, 28 AND 29, TOWNSHIP 14 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: FROM THE NORTHEAST CORNER OF SAID SECTION 27, RUN ON AN ASSUMED BEARING OF SOUTH 87 DEGREES 43 MINUTES 21 SECONDS WEST ALONG THE NORTH LINE OF SAID SECTION 27, BEING THE BEARING BASIS OF THIS DESCRIPTION, A DISTANCE OF 2633.52 FEET TO THE NORTH 1/4 CORNER OF SAID SECTION 27; THENCE SOUTH 88 DEGREES 20 MINUTES 11 SECONDS WEST ALONG THE NORTH LINE OF SAID SECTION 27 A DISTANCE OF 2658.27 FEET TO THE NORTHWEST CORNER OF SAID SECTION 27; THENCE SOUTH 87 DEGREES 27 MINUTES 06 SECONDS WEST ALONG THE NORTH LINE OF SAID SECTION 28 A DISTANCE OF 2645.11 FEET TO THE NORTH 1/4 CORNER OF SAID SECTION 28; THENCE SOUTH 87 DEGREES 26 MINUTES 15 SECONDS WEST ALONG THE NORTH LINE OF SAID SECTION 28 A DISTANCE OF 1230.47 FEET TO A POINT ON A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1953.34 FEET, A CENTRAL ANGLE OF 29 DEGREES 13 MINUTES 52 SECONDS, AND A CHORD BEARING OF SOUTH 01 DEGREES 50 MINUTES 20 SECONDS EAST; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 996.55 FEET; THENCE SOUTH 16 DEGREES 27 MINUTES 16 SECONDS EAST A DISTANCE OF 250.43 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF S.R. 40, A 200 FOOT RIGHT-OF-WAY; THENCE ALONG SAID RIGHT-OF-WAY LINE, RUN NORTH 66 DEGREES 18 MINUTES 14 SECONDS EAST A DISTANCE OF 608.85 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1978.08 FEET AND A CENTRAL ANGLE OF 64 DEGREES 41 MINUTES 53 SECONDS; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 2233.64 FEET; THENCE SOUTH 48 DEGREES 59 MINUTES 52 SECONDS EAST A DISTANCE OF 2292.89 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 1842.08 FEET, A CENTRAL ANGLE OF 21 DEGREES 32 MINUTES 09 SECONDS AND A CHORD BEARING OF SOUTH 59 DEGREES 45 MINUTES 57 SECONDS EAST; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 692.38 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, RUN NORTH 64 DEGREES 58 MINUTES 45 SECONDS EAST ALONG THE NORTHERLY EDGE OF OLD TOMOKA ROAD A DISTANCE OF 454.89 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 425.00 FEET AND A CENTRAL ANGLE OF 26 DEGREES 37 MINUTES 35 SECONDS; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE AND THE NORTHERLY EDGE OF OLD TOMOKA ROAD A DISTANCE OF 197.51 FEET; THENCE ALONG THE NORTHERLY EDGE OF SAID OLD TOMOKA ROAD, RUN SOUTH 88 DEGREES 23 MINUTES 39 SECONDS EAST A DISTANCE OF 1894.05 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 2531.58 FEET, A CENTRAL ANGLE OF 07 DEGREES 57 MINUTES 50 SECONDS, AND A CHORD BEARING OF SOUTH 84 DEGREES 24 MINUTES 44 SECONDS EAST; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 351.88 FEET TO THE WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 27; THENCE NORTH 01 DEGREES 23 MINUTES 08 SECONDS WEST ALONG SAID WEST LINE A DISTANCE OF 667.34 FEET; THENCE NORTH 88 DEGREES 11 MINUTES 00 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 27 A DISTANCE OF 1322.59 FEET TO THE EAST 1/4 CORNER OF SAID SECTION 27; THENCE NORTH 01 DEGREE 31 MINUTES 25 SECONDS WEST ALONG THE EAST LINE OF SAID SECTION 27 A DISTANCE OF 2651.68 FEET TO THE POINT OF BEGINNING.

VALID WITH
SIGNATURE &
EMBOSSED SEAL
ONLY

EXHIBIT "A"

TOGETHER WITH A PORTION OF SECTION 23, TOWNSHIP 14 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: FROM THE NORTHEAST CORNER OF SAID SECTION 27 RUN NORTH 01 DEGREES 47 MINUTES 18 SECONDS WEST ALONG THE WEST LINE OF SAID SECTION 23 A DISTANCE OF 1706.59 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID LINE, RUN NORTH 87 DEGREES 28 MINUTES 40 SECONDS EAST, PARALLEL WITH THE SOUTH LINE OF SAID SECTION 23 A DISTANCE OF 4319.06 FEET; THENCE NORTH 01 DEGREES 53 MINUTES 26 SECONDS WEST A DISTANCE OF 900.47 FEET; THENCE NORTH 87 DEGREES 41 MINUTES 20 SECONDS EAST A DISTANCE OF 969.34 FEET TO THE EAST LINE OF SAID SECTION 23; THENCE NORTH 01 DEGREE 53 MINUTES 26 SECONDS WEST ALONG THE EAST LINE OF SAID SECTION 23 A DISTANCE OF 30.00 FEET TO THE EAST 1/4 CORNER OF SAID SECTION 23; THENCE NORTH 01 DEGREE 56 MINUTES 28 SECONDS WEST ALONG THE EAST LINE OF SAID SECTION 23 A DISTANCE OF 119.25 FEET; THENCE DEPARTING SAID LINE, RUN SOUTH 88 DEGREES 19 MINUTES 45 SECONDS WEST A DISTANCE OF 157.43 FEET; THENCE NORTH 01 DEGREE 56 MINUTES 28 SECONDS WEST A DISTANCE OF 2515.40 FEET TO THE NORTH LINE OF SAID SECTION 23; THENCE SOUTH 87 DEGREES 52 MINUTES 19 SECONDS WEST ALONG THE NORTH LINE OF SAID SECTION 23 A DISTANCE OF 2482.04 FEET TO THE NORTH 1/4 CORNER OF SAID SECTION 23; THENCE SOUTH 87 DEGREES 52 MINUTES 21 SECONDS WEST ALONG THE NORTH LINE OF SAID SECTION 23 A DISTANCE OF 2639.94 FEET TO THE NORTHWEST CORNER OF SAID SECTION 23; THENCE SOUTH 01 DEGREE 47 MINUTES 18 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION 23 A DISTANCE OF 2652.93 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 23; THENCE SOUTH 01 DEGREE 47 MINUTES 18 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION 23 A DISTANCE OF 946.33 FEET TO THE POINT OF BEGINNING.

CONTAINING 890.0 ACRES.

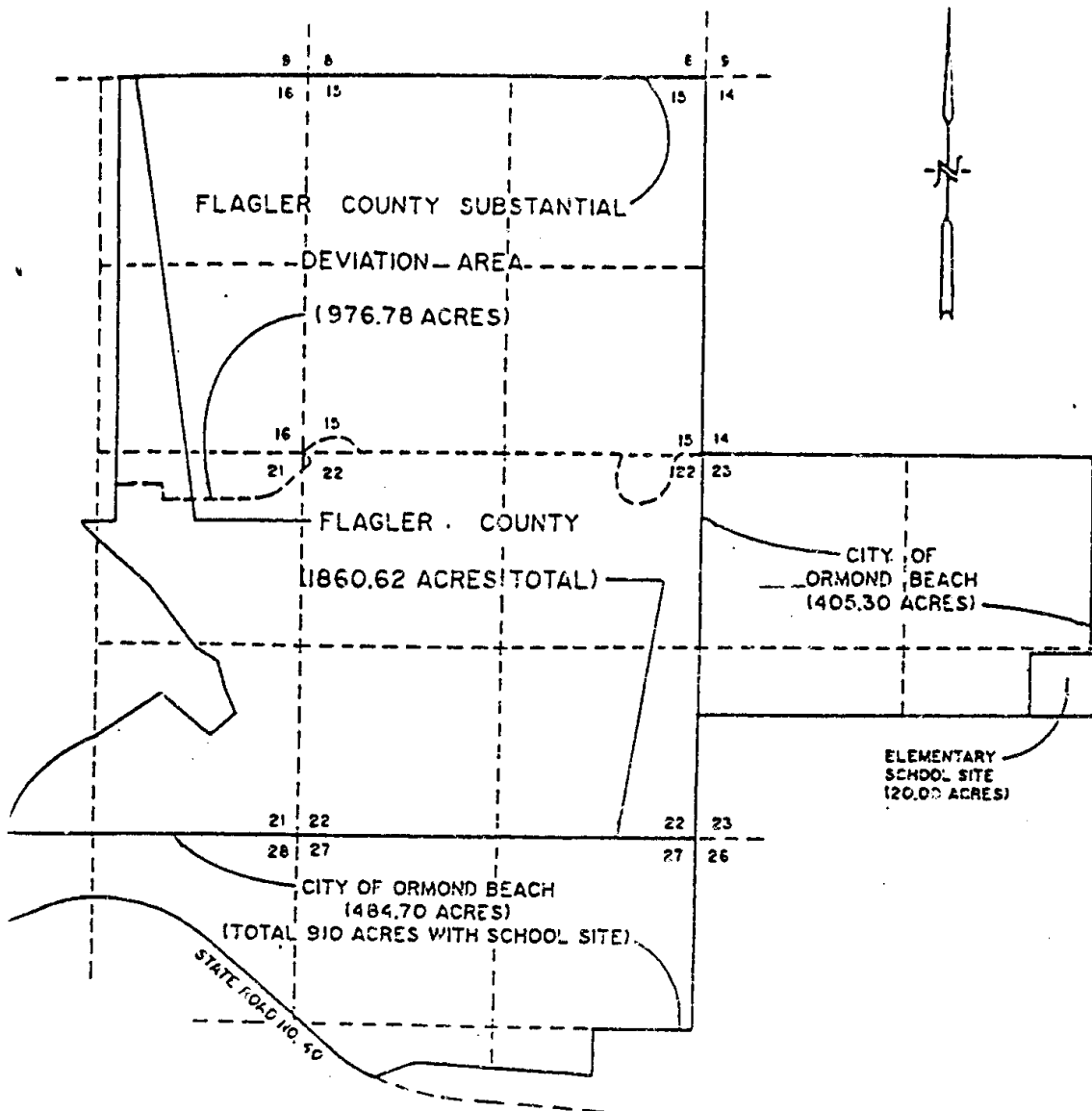
TOGETHER WITH THE PROPOSED ELEMENTARY SCHOOL SITE IN SECTION 23, TOWNSHIP 14 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: FROM THE EAST 1/4 CORNER OF SAID SECTION 23 RUN SOUTH 01 DEGREE 53 MINUTES 26 SECONDS EAST ALONG THE EAST LINE OF SAID SECTION 23 A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 01 DEGREE 53 MINUTES 26 SECONDS EAST ALONG SAID EAST LINE A DISTANCE OF 896.90 FEET; DEPARTING SAID EAST LINE, RUN SOUTH 87 DEGREES 28 MINUTES 40 SECONDS WEST, PARALLEL WITH THE SOUTH LINE OF SAID SECTION 23, A DISTANCE OF 969.37 FEET; THENCE NORTH 01 DEGREE 53 MINUTES 26 SECONDS WEST, PARALLEL WITH THE EAST LINE OF SAID SECTION 23 A DISTANCE OF 900.47 FEET; THENCE NORTH 87 DEGREES 41 MINUTES 20 SECONDS EAST A DISTANCE OF 969.34 FEET TO THE POINT OF BEGINNING.

CONTAINING 20.0 ACRES.

PREPARED BY SLIGER AND ASSOCIATES, INC. (90-3985).

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VOLUSIA CO., FL.

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VOLUSIA CO., FL



LOCATION SKETCH ONLY
NOT A BOUNDARY SURVEY

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ENCLOSURE

SPECIAL CONDITIONS

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NOTE: Citations to the RPC list of Applicant commitments
will appear after each topic heading.

Exhibit "B"

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VOLUSIA CO. FL

SPECIAL CONDITIONS

1.0 AIR QUALITY (RPC # 42, 43, 44, 45)

GOAL: To maintain a standard of high air quality.

The Applicant shall conduct construction activities in a manner which will reasonably protect the air quality on the project site. Additionally, the following air quality standards shall apply during buildout of the project:

1.1 Air modeling shall be accomplished using guidelines for indirect sources adopted by the FDER or, if none are adopted, using a methodology to be agreed upon by the City of Ormond Beach, Flagler County, Volusia County, the FDER, and the East Central Florida Regional Planning Council.

1.2 If the air modeling specified above results in any predictions of one hour or eight hour carbon monoxide (CO) concentrations at or above the Federal and State Standards, then ambient air monitoring for CO will be conducted at an appropriate location(s) to be determined by the City of Ormond Beach, Flagler County, Volusia County, FDER and the East Central Florida Regional Planning council. This monitoring will meet all applicable State and Federal standards for CO monitoring including season, location, duration, instrumentation, quality control and quality assurance.

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ADDITIONAL

1.3 Should the air monitoring specified above indicate that a violation of Florida Ambient Air Quality (FAAQ) standards has occurred, and the modeling indicates that ten percent or more of the CO is attributable to project traffic, then the Applicant shall pursue one or any combination of the following until modeling indicates that the FAAQS will be achieved:

- - not commence the next development or monitoring phase as described in condition 1.4 below,
- - participate in cost-sharing of roadway improvements,
- - implement an active Transportation Systems Management (TSM) program.

1.4 Should the traffic modeling/monitoring specified in Condition 11.7 indicate that the traffic study presented in the ADA has underpredicted traffic volumes by fifteen percent or more at any adversely impacted intersection where the project contributes a significant amount of traffic, then another air quality modeling study of CO shall be performed at these intersections by the Applicant with results furnished to the City of Ormond Beach, Volusia County, Flagler County, the Florida Department of Environmental Regulation and the East Central Florida Regional Planning Council.

1.5 The Applicant shall comply with all existing and future Ormond Beach and Volusia County Codes and ordinances related to preservation of air quality.

2.0 LAND RESOURCES

(RPC #22, 27, 30)

GOAL: Protect and preserve land resources.

The Applicant shall develop the project and conduct construction activities in a manner to reasonably best utilize and prevent adverse impacts on the land resources. Accordingly, the following standards and practices shall apply:

2.1 The project's site design shall be based on the official FEMA Flood Insurance Rate Maps (FIRM) unless the following exceptions become applicable:

A. FEMA approval of flood boundary modifications to resolve inconsistencies between the Volusia and Flagler County maps; and

B. Prior to any development beyond that approved in the Preliminary Development Agreement, the HEC II analysis shall be provided to the satisfaction of Flagler County and the City of Ormond Beach. At a minimum, the analysis must include consideration of an established, appropriate, known base-flood elevation, such as, at the confluence of the Little Tomoka and Tomoka Rivers, or other historically documented gauging station within the downstream watershed, agreeable to Flagler County and the City of Ormond Beach. The analysis shall also include all contributing on-site and

A. The Applicant shall comply with all Ormond Beach Subdivision and Surface Water Management Control and Wetland Protection Ordinances for that portion of the project in Ormond Beach. The developer will prepare a LOMR based upon 1' contour intervals and will establish base flood elevations for the total site, including all on-site floodplains whether

connected to Hull Creek or isolated. The revised analysis and LOMR application and mapping shall be reviewed by a qualified professional prior to City's acceptance for transmittal to FEMA. Once a LOMR is approved, this flood mapping shall serve as the basis for final holding capacity calculations to determine project densities. No local government development permits, (i.e., subdivision plat or building permit, except as provided for in the PDA) shall be issued for this project until the approved LOMR outlined above is provided to the City of Ormond Beach.

B. The Applicant, at Applicant's expense, shall be responsible for establishing the limits of the 100-year Flood Zones and certain elevations therein. Such studies shall be reviewed by the City Engineer prior to its submittal to FEMA.

C. The minimum finished occupied floor elevation shall not be less than 2 feet above the limits of the 100-year Flood Zone as established pursuant to the procedures set for above, or 2 feet above the crown of the road, whichever is greater.

2.3 The Applicant shall be responsible for implementing measures identified in the DRI/ADA Submittal documents prior to and during construction activities on the project site to ensure that sedimentation and/or erosion problems are not created in receiving wetlands or other water bodies.

2.4 Grassed/vegetated swales, other at-source stormwater treatment practices and other suitable mechanisms shall be employed to the greatest practicable extent in order to provide pretreatment of stormwater runoff prior to its discharge into the stormwater retention/detention ponds.

2.5 Oaks or other hardwood plant species, shall be planted and maintained in buffers and common areas to enhance the quality of wildlife habitat on the project.

2.6 The Applicant shall comply with all Ormond Beach land development regulations, including the City's Tree Protection and Landscaping Ordinances for that portion of the project within the City.

2.7 All wetlands shall be identified and dedicated to an appropriate public agency or HOA with appropriate conditions and covenants and a conservation easement providing for City enforcements if necessary for protection before the recording of a plat for the land area containing the wetland.

3.0 VEGETATION AND WILDLIFE (RPC #4,5,7,8,9,10,28,29,35 and 56)

GOAL: Protect and preserve wildlife, hardwood trees and other vegetation.

The Applicant shall develop the project and conduct such construction activities as approved by the City of Ormond Beach in a manner to maximize protection of natural vegetation, wetland areas and wildlife on the project site.

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SECTION 00.7L

3.1 To minimize dependence on ground irrigation and to promote retention of wildlife habitat, native hardwood vegetation shall be utilized in landscaping to the maximum extent possible. Ecologically viable portions of natural upland plant communities should be preserved and maintained in their original state (at least fifty percent of the required open space) to the greatest extent possible.

3.2 Oaks or similar hardwood plant species shall be planted and maintained in buffers and common areas to enhance the quality of wildlife habitat on the project.

3.3 The Applicant shall comply with the City's land development regulations, including but not limited to, the tree preservation and landscaping ordinances.

3.4 Site development related activities shall not result in the harming, pursuit or harassment of wildlife species classified as endangered, threatened or a species of special concern by either the State or Federal governments in contravention of applicable State or Federal laws. Should such endangered, threatened or species of special concern be determined to be residing on, or be otherwise significantly dependent upon the project site, the developer shall cease all activities and immediately notify both the Florida Game and Fresh Water Fish Commission, and the United States Fish and Wildlife Service and the development shall undergo substantial deviation review in order to proceed to develop. Proper protection and habitat management, to the satisfaction of all applicable agencies, shall be provided by the developer.

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"Harming" and "Harassment" as used in this recommendation shall be defined in the same manner as "Harm" and "Harass" respectively are defined in 50 CFR Section 17.3.

3.5 The Applicant shall convey the lands enumerated (hereafter "Conservation Lands") in the Joint Stipulation dated December 6, 1990, (which is attached and incorporated herein as Exhibit B-B) and entered into by and among the Florida Audubon Society, the City of Ormond Beach, Flagler County, and the Applicant, in a manner consistent with said Joint Stipulation.

A. The Conservation Lands shall be used and managed exclusively for the maintenance, preservation, and restoration of the native upland and wetland ecosystems historically existent on the Conservation Lands and used for compatible environmental educational activities (hiking, birdwatching, nature study, fishing, and like activities that do not require the construction of facilities otherwise prohibited by a conservation easement).

B. Any development activities, waste disposal, excavation, filling, well drilling, construction, (other than the excavation and filling necessary to restore the natural hydroperiod of the area and limited construction of environmental educational facilities such as nature trails and boardwalks) shall be strictly prohibited.

C. The use, or possession, of off road vehicles, such as all terrain vehicles, swamp or dune buggies, by members of the public will be strictly prohibited on the Conservation Lands.

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VOLUNTEER CO. FL

D. The hunting rights to the Conservation Lands shall be retained by the Applicant, its successors and assigns, for deer and feral hogs only. Otherwise, hunting shall be prohibited.

E. The Applicant shall retain the right to conduct equestrian activities on the Conservation Lands in a manner approved by the St. Johns River Water Management District.

F. To the extent permitted by the future grantees of the Conservation Lands, the Applicant shall assist, at its own expense with regard to the use of manpower and equipment, with certain environmental restoration activities necessary to reestablish a more natural hydroperiod on the Conservation Lands. The objective of this restoration shall be the elimination of drainage provided by all of the ditches that have been constructed through the Conservation Lands. This program will involve the installation of water control structures in existing ditches including, without limitation, the Hull Cypress Swamp Ditch, so that the current overdrainage of the area is reversed. Within six (6) months after the final action by the Florida Land and Water Adjudicatory Commission on this appeal, or within six (6) months after the issuance of a development order by the City of Ormond Beach or Flagler County for the project, or any portion thereof, (whichever occurs later) the Applicant shall assist the St. Johns River Water Management District, and as

may be permitted by the future grantees of the Conservation Lands in the completion of a plan for the restoration of the natural hydroperiod in the Conservation Lands. Within one (1) year after the completion of this plan, the Applicant shall assist the St. Johns River Water Management District with completion of the construction elements of the plan as may be permitted by the future grantees of the Conservation Lands. The Applicant shall provide, at its own expense, manpower and earth moving machinery to plug ditches, breach levees or fill berms, and all other physical earth moving work necessary to implement the restoration plan developed in conjunction with the St. Johns River Water Management District. This plan, generally, shall:

(i) provide for the plugging, or installation of water control structures in the Hull Cypress Swamp Ditch, to restore the hydroperiod of the Hull Cypress Swamp;

(ii) create openings in the fill berm along the Hull Cypress Swamp Ditch to reflood the wetland strand that exists parallel to the ditch, and divert the flow of the ditch through the wetland area in the strand adjacent to the ditch;

(iii) plug or install water control structures in all other manmade canals or ditches on the property as may be necessary to restore the historical hydroperiod.

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FLORIDA CO. FL

G. Any delay in the authorization or completion of work to restore the hydroperiod beyond the time frames specified above that may be occasioned by the future landowners, environmental permitting requirements, or other unforeseen events, shall not relieve the Applicant of the obligation to provide manpower and earth moving equipment to conduct the work specified above.

H. Any timber interests retained by the Applicant in the Conservation Lands shall be for limited silvicultural purposes relative to the harvest of pine trees. It is anticipated, and the Applicant agrees, that the hydroperiod restoration required under this condition will result in major portions of Parcel "B" of the Conservation Lands undergoing transition to a wetland state that will no longer facilitate the cultivation and harvest of pine. The Applicant may continue to exercise pine timber management and harvest on the property once the natural hydroperiod is restored, under a plan which is acceptable to the St. Johns River Water Management District, Flagler County, and the City of Ormond Beach, and which plan is designed to limit pine silvicultural practices to only those compatible with the restored hydroperiod of the area, and which plan provides a maximization of wildlife benefits, as determined by the St. Johns River Water Management District.

I. The Appliant shall be entitled to claim "Mitigation Credits" for that part of the hydroperiod restoration work required by this Condition 3.5. and performed in Volusia County, in order to offset any mitigation requirement arising from the construction of the Hunter's Ridge DRI, but only to the extent allowable under the City of Ormond Beach land development regulations in effect at the time of application for final development approval of any portion of the project.

J. Impact fee credits for "Conservation Lands" will be awarded on a full-value basis, not to exceed the amount of applicable impact fees or the total value of such lands for conservation use based on an MAI appraisal to be submitted by the Applicant, whichever is less.

3.6 Unavoidable losses of viable wetlands shall be mitigated through restoration of wetlands, creation of wetlands or preservation of functional wetlands, and/or uplands adjacent to wetlands, within the same watershed and in accordance with adopted rules and policies of the City of Ormond Beach and the St. Johns River Water Management District. Wetlands to be created or uplands to be retained as mitigation, shall, to the greatest practical extent, be located coterminously with one or more major habitat areas to be preserved so as to provide a continuity or expansion of natural habitat areas. Detention ponds, preservation of viable on-site wetlands, lakes or open water areas shall not be acceptable for wetland mitigation.

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However, the restoration of severely stressed wetlands and littoral zones created around detention ponds and lakes may qualify as newly created wetlands for mitigation purposes. The wildlife corridor and other specific preservation areas already defined by the PDA shall not be eligible for inclusion toward Upland Mitigation Credit for wetland impacts. Any approved upland mitigation credits shall apply to non-preservation uplands not previously specified at a minimum ratio of 4:1 (4 acres of upland preserved for one acre of wetlands impacted). Such areas shall be deed restricted and conveyed in perpetuity to an HOA or appropriate public agency.

3.7 In addition to the requirements of Condition 3.5, the on-site wetlands systems of Hull Swamp and its associated upland wildlife corridor and buffers, the Hull Swamp canal, and the Little Tomoka River and its associated buffer, shall be regarded as preservation areas for the purpose of protecting their natural attributes. These areas may be used for minor walkways and their appurtenances or for the road crossings of the canal. Other construction, vegetation removal, fencing, mowing or development activities which would reduce the effectiveness or character of these buffers shall not be allowed. These areas are identified in the Conceptual Development Plan attached hereto as Exhibit C. The portions in Ormond Beach may be conveyed in perpetuity to an appropriate public agency or to an HOA, provided that there is a conservation easement that would enable the City to enforce covenants and restrictions. Any Association formed to preserve,

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maintain and supervise the wetlands on-site shall only be empowered to the extent of the conditions of approval of the development order and shall work cooperatively with all public agencies. In the event of any conflict between this Condition, or Condition 3.8, and Condition 3.5, the provisions of Condition 3.5 shall control.

3.8 An upland buffer of native vegetation averaging 100' wide but no less than 50' wide shall be retained landward of the wetland jurisdictional line on both sides of the Little Tomoka River. Use of these buffers shall be limited to nature trails and other passive recreation uses and components of the stormwater management system and the portions of these areas in Ormond Beach shall be conveyed to a public agency or HOA as described in Condition 3.7 above. The use of pesticides, herbicides, or fertilizers shall be prohibited in these buffers and the wetlands they protect.

3.9 Buffer areas of native upland vegetation averaging 50 feet wide, but no less than 25 feet wide, shall be retained around all regionally significant wetlands (those that are FDER jurisdictional or 5 acres or more in size or which provide significant habitat for classified wildlife species). These buffer areas shall be dedicated as conservation easements in favor of the City of Ormond Beach, and may be platted as common or lot areas. The use of pesticides, herbicides or fertilizers shall be prohibited in these buffers. Clearing and maintenance within these buffer areas shall be limited to selective hand clearing and underbrushing practices. These buffer areas may be enhanced, however, by the planting of hardwood trees.

3.10 The Applicant shall consider redesign of the master development plan to provide for the protection of xeric oak communities. In areas where the applicant cannot preserve the xeric community, the applicant shall undertake sound silvicultural management practices and transplant the xeric community to a suitable location to establish a habitat commensurate with the existing conditions.

3.11 The minimum distance between the edge of each stormwater retention/detention pond and adjacent wetlands shall be 200 feet, unless the St. Johns River Water Management District accepts tests, calculations or other information furnished by the Applicant through the District's permitting process which clearly demonstrates that deviation from the 200 foot distance would not degrade the wetlands in any way. This buffer shall be landscaped with hardwood trees where appropriate. Whenever a DRA/DDA is allowed contiguous to or within 25' of a wetland identified on Figure 16-1 of the ADA, the depth of such excavation shall not be more than 6" below the seasonal high water elevation, except to provide for a sediment sump in accordance with SJRWMD rules (FAC 40C-4) or other exemption from such provision as approved by all applicable regulatory agencies.

3.12 The on-site wetlands system, other conservation tracts, and on/off site mitigation areas shall be regarded as preservation areas for the purpose of protecting their natural attributes and shall have developmental uses prohibited, except

as permitted herein, and these areas shall be conveyed to an HOA or public agency with a conservation easement in favor of the City of Ormond Beach. Dedication and conveyance of wetlands shall occur at the time the applicant determines the legal description for those areas, but prior to construction in areas adjacent to those areas.

3.13 Roadway designs in wetland areas will provide for the capture and diversion of stormwater runoff from roadway surfaces in wetland areas to upland stormwater retention/detention ponds for treatment prior to discharge to receiving water bodies.

3.14 All wetlands 1/2 acre or greater in areal extent shall not be impacted or otherwise altered without applicable City, state, and federal permits. In addition, the Applicant shall comply with the wetland protection and stormwater management requirements of Volusia County, Flagler County, City of Ormond Beach, applicable state agencies, and aforementioned regional planning council stipulations, whichever is most restrictive. SJRWMD, DER, and ACOE jurisdictional wetland surveys and NW 26 permits shall be submitted in conjunction with requests for subdivision plat approvals for purposes of providing legal descriptions and implementing the plans and conveyances noted above. As a general guideline, wetlands delineations for the areas shall involve at least two of the three parameters (vegetation, soils, hydrologic indicators) commonly employed for that task. For example, a site with hydric soils and a

predominance of hydrophytic vegetation would be a wetland, whereas the presence of hydric soils without a dominance of plants typically adapted for life in saturated soil conditions would not indicate a wetland.

4.0 HISTORICAL AND ARCHAEOLOGICAL SITES

(RPC #6)

GOAL: Protect and preserve historical and archaeological sites.

4.1 Project construction personnel shall be notified, through posted advisories or other methods, of the potential for artifact discoveries on the site and to report suspected findings to the project manager. In the event of discovery of artifacts of historical or archaeological significance during project construction, the Applicant shall stop construction at the site of discovery and immediately notify the City of Ormond Beach, the Regional Planning Council, and the Division of Historic Resources of the Florida Department of State. From the date of notification, construction shall be suspended within a 100 foot radius of the site of discovery for a period of up to 120 days to allow evaluation of the site. The applicant and any subsequent owner/developer or assignee shall be subject to all conditions determined by the Division of Historic Resources and the City of Ormond Beach.

5.0 EDUCATION (RPC # 16,17 and 36)

GOAL: Provide educational sites and facilities; minimize tax acts.

5.1 The Applicant shall donate the reserved school site to the Volusia County School Board upon notice that the site is needed to construct a school. The site shall not be located within the 100-year floodplain unless approved by the Volusia County School Board.

5.2 As the Applicant has indicated in the DRI/ADA, all finished floor slab elevations shall be a minimum 2.0 feet above the 100-year flood elevation or the crown of the road, whichever is higher.

5.3 All donations by Applicant of land for educational purposes and all construction by Applicant of educational facilities or contributions by Applicant for construction shall be entitled to credits against any required educational impact fees, but shall not be made retroactive to development that may have occurred prior to the establishment of such fees.

5.4 Sidewalks, bike paths, nature trails or other means of pedestrian access, separated from driving lanes, shall be provided throughout the project for access to school and park sites.

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6.0 WASTEWATER MANAGEMENT (RPC # 11,13,32 and 38)

GOAL: Make adequate provision for wastewater management facilities needed to accommodate the impacts of the development; minimize tax impacts.

6.1 Flagler County and the City of Ormond Beach shall seek to enter into an interlocal agreement for the City to provide wastewater treatment service and treated effluent for reuse irrigation to the Flagler County portion of the project prior to the issuance of any structural building permit for that portion of the project. Failure to enter into this agreement within 12 months after the effective date of this development order for this project

(by either Flagler County or the City of Ormond Beach) shall allow the Applicant to seek alternative means of addressing the wastewater treatment issue, in the Flagler County portion, including the construction of a private plant. Development shall occur concurrent with adequate central wastewater treatment service.

6.2 Treated wastewater effluent shall be the primary source of irrigation water for Hunter's Ridge, in accordance with the rules and policies of the St. Johns River Water Management District and the Florida Department of Environmental Regulation. Stormwater management ponds shall be the secondary source of irrigation water, with shallow wells as a tertiary source only. The Floridan aquifer shall not be used for irrigation on Hunter's

Ridge. The pumps, lines and other equipment used for irrigation and for make-up water in the re-use systems will be maintained by the City of Ormond Beach in the Ormond Beach portion of the site or for all of Hunter's Ridge if Flagler County and the City of Ormond Beach enter into an interlocal agreement to do so.

6.3 The Applicant shall monitor the shallow groundwater at locations down gradient of any spray irrigation or other wastewater disposal areas, with the principal parameters being measured to include nutrients and coliform bacteria. Disposal operations will be adjusted to maintain levels within established state and federal standards. The proposed sampling frequency, method(s) and locations must be approved by the St. Johns River Water Management District and the Florida Department of Environmental Regulation prior to use of the selected effluent disposal methods on the project site.

6.4 All wastewater treatment facilities shall be located outside of the 100-year floodplain (Zone A) as identified by the Federal Emergency Management Agency unless adequate floodproofing measures have been undertaken. Any and all pump stations located within the project boundaries shall be designed so that all electrical and mechanical equipment shall be protected from physical damage by the 100-year flood.

6.5. Other than the regional wastewater treatment plant site offered by the Applicant, all construction by Applicant of wastewater treatment facilities or main trunk lines by Applicant

shall be entitled to credits against any required wastewater facilities impact fees in accordance with the West Ormond Utilities Ordinance.

7.0 DRAINAGE RPC #21,23,24,25,26,27,28,30,31,33, 35,36,37,38 and 56)

GOAL: Provide safe, efficient drainage and stormwater management facilities; maximize wetland protection; prevent degradation of water quality to onsite and offsite wetlands and other water bodies.

7.1 The project's site design shall be based on the official FEMA Flood Insurance Rate Maps (FIRM) unless the following exceptions become applicable:

A. FEMA approval of flood boundary modifications resolve inconsistencies between the Volusia and Flagler County maps; and

B. Prior to any development beyond that approved in the Preliminary Development Agreement, the HEC II analysis shall be provided to the satisfaction of Flagler County and the City of Ormond Beach. At a minimum, the analysis must include consideration of an established, appropriate, known base-flood elevation, such as, at the confluence of the Little Tomoka and Tomoka Rivers, or other historically documented gauging station within the downstream watershed, agreeable to Flagler County and the City of Ormond Beach.

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FLOODPLAIN

The analysis shall also include all contributing on-site and off-site watersheds including swales, ditches, and connecting wetlands including Hull Swamp, as well as Hull Creek and the Little Tomoka River. The new analysis shall be based on one foot contours.

The assumptions and results of this new analysis will be submitted to FEMA for review and consideration prior to acceptance of new 100-year floodplain designation.

The development of Hunters Ridge will be based on the results of the new floodplain analysis as it relates to Development Order conditions or local government ordinances tied to this issue. The results of this analysis shall be submitted to DER, Flagler County, the City of Ormond Beach, Volusia County, FEMA, the NEFRPC and the ECFRPC. If the results of this analysis indicate the existence of wetlands or 100-year floodplains not originally indicated in the Application for Development Approval, the local government with jurisdiction may, at its discretion,, reallocate the residential density of the project.

C. Where there is a discrepancy between the floodplain map approved by FEMA and the floodplain analysis of the City Engineer, the most restrictive shall apply and FEMA shall be appraised of the difference. The developer, at his cost, shall provide all necessary data to FEMA for their review.

7.2 In addition to the foregoing, the project site design shall be based on the following requirements:

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A. The Applicant shall comply with all City of Ormond Beach land development regulations, including Subdivision, Wetland and Flood Control Ordinances for that portion of the project in Ormond Beach.

B. The Applicant, at Applicant's expense, shall be responsible for establishing the limits of the 100-year Flood Zones and certain elevations therein. The 100-year floodplain study shall be conducted by an expert acceptable to the City of Ormond Beach and subject to the review and approval of the City Engineer.

C. Minimum finished occupied floor elevation shall not be less than 2 feet above the limits of the 100-year Flood Zone as established pursuant to the procedures set forth above, or 2 feet above the crown of the road, whichever is higher. The basis for these determinations shall be the amended flood zone map as approved under Condition 7.1 above.

7.3 Sites for the creation of compensatory storage volume commensurate with any flood storage volume lost as a result of development activities (including roadways) in the 100-year floodplain shall be located near (above or below) the 100-year flood limit in order to provide for effective storage volume within the floodplain, but shall not be located within land areas identified for preservation purposes, as wildlife corridors, or as being within the jurisdictional limits of regulatory agencies, except for the purpose of providing pretreated stormwater storage

capacity. Calculations shall be based on the amended flood zone map in accordance with Condition 7.1 above.

7.4 Failure of any portion of the permitted stormwater management plan shall not be justification for additional alteration of wetlands whether protected, viable, transitional or altered.

7.5 Stormwater discharges leaving the Hunter's Ridge site after development shall not exceed predevelopment rates in terms of peak flow rates and velocity. Stormwater volume shall be monitored by the developer on an annual basis and the results shall be submitted to SJRWMD, ECFRPC, City of Ormond Beach and DCA.

7.6. All proposed stormwater treatment structures with the exception of outfall spreader structures shall be placed landward of the normal high water elevation (100-year floodplain).

7.7 The Applicant shall be responsible for implementing measures identified in the DRI/ADA Submittal documents prior to and during construction activities on the project site to ensure that sedimentation and/or erosion problems are not created in receiving wetlands or other water bodies.

7.8 The minimum distance between the edge of each stormwater retention/detention pond and adjacent wetlands shall be 200 feet, unless the St. Johns River Water Management District accepts tests, calculations or other information furnished by the Applicant through the District's permitting process which clearly

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demonstrate that deviation from the 200 foot distance would not degrade the wetlands in any way. This buffer shall be landscaped with hardwood trees where possible.

7.9 Grassed/vegetated swales, other at-source stormwater treatment practices and other suitable mechanisms shall be employed to the greatest practicable extent in order to provide pretreatment of stormwater runoff prior to its discharge into the stormwater retention/detention ponds.

7.10 In order to effectively monitor the project's effects on surface water conditions, the Applicant or its successors shall provide for the establishment and operation of a surface water and wetland biological monitoring program consisting of the following components:

A. Surface water samples shall be collected at the following locations:

1. At the ten (10) stations and four (4) additional stations depicted in Revised Exhibit 15.A1 in the Second Information Request Response to the DRI/ADA;
2. At the SR 40 bridge crossing on the Little Tomoka River upstream of the project site;
3. At the outfall weirs of stormwater retention/detention ponds of two or more stormwater management ponds adjacent to wetlands; and
4. At other sites as identified by the St. Johns River Water Management District.

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WETLANDS COMPL

B. Biological monitoring activities, including shallow ground water levels, shall be undertaken at the following locations for the purpose of evaluating wetland biological productivity and condition:

1. Near sampling stations HC1, HC2, HC3, PLS1;
2. The 624 wetlands strand west of the powerline in Section 22.

C. Water quality samples and flow measurements shall be collected at least four times annually on a seasonal basis from the earliest possible date prior to project construction to at least four years after construction buildout. Wetland assessments shall be done at least annually beginning before construction and continuing for at least four years after buildout.

D. Water quality and wetland biological parameters to be measured shall be determined by the St. Johns River Water Management District based on input from the following agencies. Within 30 days after the effective date of the last development order for the Hunter's Ridge project, the Applicant shall submit the details of a proposed water quality and wetland monitoring program to the Department of Community Affairs, Northeast Florida Regional Planning Council, East Central Florida Regional Planning Council, Florida Department of Environmental Regulation (FDER), St. Johns River Water Management District (SJRWMD), Department of

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Natural Resources, Flagler County, Volusia County and the City of Ormond Beach for review and comment with recommendations being submitted to the SJRWMD. The monitoring program shall be incorporated into the development order for the Hunter's Ridge project prior to any development within the project boundaries. Quarterly reports and cumulative annual reports shall be submitted to reviewing agencies within 15 days of receipt from the laboratory. Reviewing agencies shall reserve the right to recommend changes in sampling locations, parameters, and frequencies if warranted. However, the selected parameters shall be sufficient to provide a determination of water quality and wetland conditions, changes, and possible sources of contamination if such are discovered. Collected data shall be furnished to the jurisdictional local governments and the St. Johns River Water Management District.

E. If it is the opinion of the St. Johns River Water Management District that site development has caused the degradation of water or wetland quality and quantity, then the applicant shall take positive steps to correct or mitigate this degradation. Any wetland mitigation shall be accomplished consistent with other conditions of this order and applicable regulatory programs and shall be implemented through the subdivision review and approval process.

7.11 The Applicant shall incorporate additional water quality treatment methods into the project's surface drainage system to correct or mitigate any degradation if the measures implemented by the Applicant are found to adversely impact water quality conditions on and downstream of the project site.

7.12 Roadway designs in wetland areas will provide for the capture and diversion of stormwater runoff from roadway surfaces in wetland areas to upland stormwater retention/detention ponds for treatment prior to discharge to receiving water bodies.

7.13 As the Applicant has indicated in the DRI/ADA, all finished floor slab elevations shall be a minimum 2.0 feet above the 100-year flood elevation or the crown of the road. The donated school areas should not be located within designated wetlands or 100-year flood zones approved by the School Board.

7.14 Any transfer of title to any property within the project which is within the 100-year flood zone area shall be accompanied by a disclosure stating that the property in question is located within a 100-year flood area.

7.15 All wastewater treatment facilities shall be located outside of the 100-year floodplain (Zone A) as identified by the Federal Emergency Management Agency unless adequate floodproofing measures have been undertaken. Any and all pump stations located within the project boundaries shall be designed so that all electrical and mechanical equipment shall be protected from physical damage by the 100-year flood.

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7.16 The Applicant shall comply with the wetland protection and stormwater management requirements of Volusia County, Flagler County, City of Ormond Beach, applicable state agencies, and aforementioned regional planning council stipulations, whichever is most restrictive. Surface water management plans for development in Flagler County shall be submitted to the City Engineer for his review and comment at the same time they are submitted to Flagler County. If possible, an interlocal agreement should be entered into to provide for the more restrictive of the City's or the County's conditions to prevail. In any case, the City's review and comments shall be considered by the County and all regulatory agencies.

8.0 WATER SUPPLY (RPC # 12,14,32 and 39)

GOAL: Make adequate provision for the potable water needs and facilities required to accommodate the impacts of the development; minimize impacts on ground water resources and existing water users.

8.1 All potable water needs within the City of Ormond Beach shall be provided by the City in accordance with the West Ormond Utilities Ordinance. An interlocal agreement between Flagler County and the City of Ormond Beach regarding the provision of the potable water shall attempt to be entered into prior to the issuance of any structural building permit for the Flagler County

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portion of the project. Failure to enter into this agreement within 12 months of the issuance of this development order shall allow the Applicant to seek alternative means of providing potable water, including the construction of a privately owned water treatment plant.

8.2 All existing ground water wells and all wells discovered during the development process on Hunter's Ridge shall be reported immediately to the St. Johns River Water Management District (SJRWMD). All wells shall be adequately identified and protected from construction activities by such means as notifying the construction contractor of the well locations, identifying the well locations on construction plans, and fencing wells prior to any construction activities on the Hunter's Ridge site. FDER shall be allowed at least six months to acquire the Floridan test well in the northwest quadrant of the Site, as well as any other on-site Floridan wells which cease to be used for public supply potable water, for use as a monitoring well. All ground water wells which are not acquired for monitoring and/or which cease to be used for public supply potable water shall be properly plugged and abandoned by a SJRWMD licensed water well contractor and registered driller immediately, unless otherwise stipulated by the SJRWMD.

8.3 The Applicant shall monitor the shallow ground water at locations down gradient of any spray irrigation or other wastewater disposal areas, with the principal parameters being

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VELOSITY

measured to include nutrients and coliform bacteria. Disposal operations, will be adjusted to maintain levels within established state and federal standards. The proposed sampling frequency, method(s) and locations must be approved by the St. Johns River Water Management District and the Florida Department of Environmental Regulation prior to use of the selected effluent disposal methods on the project site.

8.4 Prior to any use of the shell aquifer, the Applicant will plan and perform an exploratory drilling and aquifer testing program with the approval of and in cooperation with the St. Johns River Water Management District for the purpose of developing a wellfield design and withdrawal plan that will not have unacceptable environmental impacts on natural resources.

9.0 SOLID WASTE

9.1 Solid waste shall be collected and disposed of in the City in accordance with generally applicable ordinances, regulations and procedures.

10.0 PUBLIC SAFETY (RPC #52)

GOAL: Provide adequate public safety facilities and services needed to accommodate the impacts of the development.

10.1 In the interest of safety, the Applicant shall construct a system of bike ways or provide for bicycles in the

construction of the internal roadway system which will provide safe bicycle travel between:

- - homes and schools
- - homes and employment centers
- - homes and neighborhood commercial centers

External bicycle systems which provide for bicycle traffic to adjacent and nearby external residential, employment and educational centers shall be considered. Construction standards shall conform to the latest applicable local government or state criteria.

10.2 The public safety site on Airport Road, referred to in Paragraph 13.26, shall be conveyed to the City of Ormond Beach within thirty (30) days of final action in the Chapter 380 litigation encompassing the subject project. The Applicant shall, prior to the completion of construction of a public safety facility on the site, construct Airport Road west to the site to all City road standards and shall construct all-weather access roads from the site to all developed portions of the subject project including, but not limited to, Shadow Crossings.

11.0 TRANSPORTATION (RPC # 34,35,42,44,45,46,47,
48,49,50,51,52,53, and 54)

GOAL: Provide adequate transportation facilities needed to accommodate the impacts of the development; minimize impacts on existing facilities.

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WELLSVILLE, OHIO

11.1 Roadway crossing of the Little Tomoka River shall not be permitted unless the Applicant can demonstrate to the satisfaction of the ECFRPC, the jurisdictional local government, and other permitting agencies that such a crossing is in the public interest and there is no practical alternative which reduces or avoids impacts to the river system. Any allowed crossing shall be constructed by bridging from upland edge to upland edge, as determined by approved wetland jurisdiction lines.

11.2 Roadway designs in wetland areas will provide for the capture and diversion of stormwater runoff from roadway surfaces in wetland areas to upland stormwater retention/detention ponds for treatment prior to discharge to receiving water bodies.

11.3 Should the traffic modeling/monitoring specified in Condition 11.7 indicate that the traffic study presented in the DRI/ADA has underpredicted traffic volumes by fifteen percent or more at any adversely impacted intersection where the project contributes a significant amount of traffic, then another air quality modeling study for carbon monoxide (CO) shall be performed at these intersections by the Applicant with results furnished to the City of Ormond Beach, Volusia county, Flagler County, the Florida Department of Environmental Regulation and the regional planning councils. If the results of this study indicate that the development is significantly contributing to the air quality denigration as defined by the reviewing agencies, building permits beyond the current phase will cease to be issued.

11.4 If the modeling specified above results in any predictions of one hour or eight hour carbon monoxide (CO) concentrations at or above the Federal and State Standards, then ambient air monitoring for CO will be conducted at an appropriate location(s) determined by the City of Ormond Beach, Flagler County, Volusia County, FDER and the East Central Florida Regional Planning Council. This monitoring will meet all applicable State and Federal standards for CO monitoring including season, location, duration, instrumentation, quality control and quality assurance.

11.5 Should the air monitoring specified above indicate that a violation of Florida Ambient Air Quality (FAAQ) standards has occurred, and the modeling indicates that ten percent or more of the CO is attributable to project traffic, then the Applicant shall pursue one or any combination of the following until modeling indicates that the FAAQS will be achieved:

- - not commence the next development or monitoring phase as described in Condition 11.7 below
- - participate in cost-sharing of roadway improvements
- - implement an active Transportation Systems Management (TSM) program.

11.6 For the purpose of the transportation recommendations, the Hunter's Ridge project shall be divided into the following transportation subphases, based upon external trip generations:

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<u>Phase</u>	<u>Per Phase</u>	<u>Cumulative</u>
Ia	8,250	8,250
Ib	8,250	16,500
IIa	7,970	24,470
IIb	7,970	32,440
IIC	7,970	40,410
IIIa	8,440	48,850
IIIb	8,440	57,290
IIIc	8,440	65,730

11.7 Prior to the initiation of each transportation subphase as identified in the previous recommendation, a monitoring/modeling program shall be performed to ascertain the LOS on facilities where the Hunter's Ridge project is estimated to contribute an amount of traffic greater than or equal to ten percent of the LOS "C" service volume. The methodology of the monitoring/modeling program shall be agreed upon by the East Central Florida Regional Planning Council, Volusia County, Flagler County, the City of Ormond Beach, the Florida Department of Transportation and the Applicant. A list of facilities, together with all signalized intersections along these roadways, may include but shall not be limited to the following:

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ROADWAY LINK

11th Street

Nova Road to Clyde Morris Blvd.
Clyde Morris Blvd. to Williamson Blvd.
West of Williamson Boulevard US 92

Clyde Morris Boulevard

SR 40 to 11th Street
11th Street to US 92

I-95

SR 40 to 11th Street
11th Street to US 92

Airport Road

SR 40 to Tymber Creek Road
Tymber Creek Road to US 1

Tymber Creek Road

US 1 to Airport Road
SR 40 to Airport Road
SR 40 to 11th Street

I-95/US 92 Ramps

I-95/US 1 Ramps

I-95/SR 40 Ramps

US 92

11th Street to I-4 Ramp
11th Street to I-95
95 to Williamson Blvd.
Williamson Blvd. to Clyde Morris Blvd.

SR 40

SR 11 to US 17

Airport Road Ext. to SR 11
Airport Road Ext. to Tymber Creek Road
Tymber Creek Road to I-95
I-95 to Williamson Blvd.
Williamson Blvd. to Clyde Morris Blvd.

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Clyde Morris Blvd. to Nova Road (SR 5)
Nova Road to US 1
East of US1 to Beach Street

Nova Road/SR 5

US 1 to SR 40
South of SR 40 to 11th Street

Williamson Boulevard

SR 40 to 11th Street
11th Street to US 92

SR 11

SR 304 to SR 40
SR 40 to US 17

11.8 The Hunter's Ridge project shall not commence beyond transportation Phase Ia (see 11.6 above) or beyond an equivalent 8,250 external average daily trips (ADT) into transportation Phase Ib where service levels are below service level "D" (LOS "C" on rural facilities) peak hour and the project contributes ten percent or greater to the capacity of the roadway or intersection at service level "C" as determined by the monitoring program required in the preceding recommendations, unless mitigation measures and/or improvements are secured and committed to occur during transportation Phase Ib. Prior to the commencement of transportation Phase Ib and all subsequent transportation phases, the Applicant must also demonstrate, by means of a modeling study projecting such phase traffic, to the satisfaction of Volusia County, Flagler County, the City of Ormond Beach, the East Central Florida Regional Planning Council,

and the Florida Department of Transportation that, where the project contributes ten percent or greater to the LOS "C" service volume of a facility, the applicable subphase of traffic (along with cumulative project traffic) will not adversely effect service levels (below service level "D" peak hour or "C" in rural areas), or demonstrate that the necessary improvements are committed to occur during said applicable sub-phase. When determining LOS, the developer's traffic consultant will utilize the 1985 Highway Capacity Manual computer software for analyzing intersections, and will utilize the FDOT Generalized Daily Level of Service Maximum Values for Florida's Urban/Urbanized Areas tables or some other method based on the 1985 Highway Capacity Manual for analyzing roads. Proof of mitigation must include identification of committed funding source and a reasonable guarantee of a scheduling within the required time frame. Otherwise, further building permits shall not be issued by the City of Ormond Beach.

11.9 Toward the achievement of the objective in the two (2) preceding conditions, an agreement(s) among Flagler, County, Volusia County, the City of Ormond Beach and the Applicant shall be entered into within twelve months after the effective date of the last development order for this project by either Flagler County or the City of Ormond Beach. Said agreement(s) shall address and clarify such issues related to equity in the application of fees for roadway improvements. Said fees shall

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be based on a fair-share basis with respect to the improvements to be constructed and not solely on the basis of impact fees. However, such an agreement would not alter or waive the provisions of the two preceding recommendations as a mitigative measure for the aforementioned recommendations. If in the event that one of the designated parties to the agreement (other than the Applicant) fails to execute said interlocal agreement within the specified time, then the Applicant may proceed with the project based upon the monitoring/modeling schedule and all other recommendations specified herein.

11.10 All construction within the Flagler County portion of the Hunters Ridge Project shall pay an assessment fee equal to the amount of transportation impact fees for similar construction assessed by Volusia County at the time of building permit application. This assessment shall be in addition to any transportation impact fee collected by Flagler County, and shall be not credited against any impact fee collected by Flagler County. The assessment shall be periodically paid to Volusia County by Flagler County for road improvements caused by the Project in a Flagler-Volusia jointly defined Hunters Ridge Transportation impact area. Payment of impact fees shall not alter or waive the stipulations in items 11.9 or 11.11 nor shall any road improvements agreed to as voluntary contributions by the developer be used to offset the payment of impact fees.

11.11 The Applicant shall fund the construction of left and right-turn deceleration lanes at all project entrances. Project entrances on SR 40 shall be limited to the minimum number required to provide safe access to the site as determined by FDOT. These improvements shall be constructed when such project entrances are created. The Applicant shall fund the cost of signalization at project entrances when deemed warranted by the appropriate governmental entity.

11.12 In the interest of safety, the Applicant shall construct a system of bike ways or provide for bicycles in the construction of the internal roadway system which will provide bicycle travel between:

- - homes and schools
- - homes and employment centers
- - homes and neighborhood commercial centers

External bicycle systems which provide for bicycle traffic to adjacent and nearby external residential, employment and educational centers shall be considered. Construction standards shall conform to the latest applicable local government or state criteria.

11.13 Bicycle lockers or bicycle racks, transit passenger shelters and transit parking bays shall be constructed where necessary to augment and facilitate the operations of off-site transit and bicycle facilities. The Applicant shall designate an employee as a ride-sharing coordinator or include covenants which

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will require tenants or future landowners to collectively hire and manage a ride-sharing coordinator when the Hunter's Ridge project reaches 2,900 residential units. This person will be responsible for conducting ride-sharing campaigns within the project, publicity, processing applications, distributing information (including transit information), etc.

11.14 In addition to the regional transportation conditions set forth in the preceding paragraphs, the following conditions shall be observed prior to the recording of any plats or requesting any development approvals in Ormond Beach, other than for public improvements and infrastructure for the project phases described in the attached Exhibits "D" and "F".

A. Prior to the recording of any plats or requesting any development approvals other than for public improvements and infrastructure, in OB-II and FC-II the following transportation improvements or funding shall occur.

1. Mini-monitoring will be performed. The monitoring shall include an analysis of traffic volumes in the impact areas, supplemental traffic counts on SR-40 at a location between The Trails South entrance and Nova Road to determine peak hour counts by direction and speed/delay study for level of service (LOS) determination; all data shall be provided to the City; and

2. Airport Road shall be in place from Tymber Creek Road to the project site as a two lane paved road; and

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3. SR-40 shall be in place or under construction as a four lane divided roadway from Nova Road to I-95; or, if SR-40 has an average daily traffic volume of 27,000 or below between The Trails entrance and Nova Road, then SR-40 shall be funded for construction the FDOT Work Program as a four-lane divided roadway from Nova Road to I-95 within two (2) years after commencement of said phases.

B. Prior to the recording of any plats or requesting any development approvals, other than for public improvements and infrastructure in OB-III and PC-III the following shall occur:

1. The monitoring required herein shall be performed within the project impact area.

2. Nova Road shall be in place or under construction as a four lane or six lane divided road from Wilmette Avenue to Brentwood, or shall be funded for construction within the FDOT Five-year Work Program.

3. Turn lanes will be in place at all approaches to the intersection of SR-40 and the project entrance;

4. The intersection of Airport Road and US-1 shall be signalized if warranted as per the Manual on Uniform Traffic Control Devices (MUTCD) and the Florida Department of Transportation.

C. Prior to recording any plats or requesting any development approvals, other than for public improvements and infrastructure, for OB-IV and PC-IV the following shall occur:

1. Mini-monitoring will be performed in a manner as described in Paragraph 11.14.A.1, above.

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2. SR-40 shall be complete as a four lane divided roadway from Nova Road to I-95 or under construction.

3. Nova Road shall be in place or under construction or funded for construction within two years in the FDOT Work Program as a four or six lane divided roadway from Wilmette Avenue to Brentwood.

3. Airport Road shall be in place as at least a two lane paved road from Tymber Creek Road to SR-40.

D. Prior to recording any plats or requesting any development approvals, other than for public improvements and infrastructure, for OB-V and FC-V the following shall occur:

1. Mini-monitoring will be performed in a manner as described in Paragraph 11.14.A.1, above.

2. Nova Road shall be in place or under construction as a four lane or six lane divided roadway from Wilmet Avenue to Brentwood.

3. SR-40 shall be under construction or completed as a four lane divided roadway from I-95 to Tymber Creek Road.

E. The traffic monitoring program shall be conducted on an annual basis by the Applicant beginning one year after approval of the development order. The monitoring program should provide an analysis of the development's traffic impact on major streets and intersections in the DRI/ADA impact area. The improvements set forth in the preceding paragraphs of this condition 11.14 shall be subject to the results of the monitoring program. In the event the monitoring program demonstrates that

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the project is not impacting the designated roads in excess of the DRI/ADA standards, then the Applicant shall be permitted to proceed with development. If the monitoring program demonstrates the need for additional improvements, however, such additional improvements will be required prior to continued development activities.

11.15 All road improvements constructed outside the project boundaries by the Applicant (other than as listed above), or land dedication or financial contributions by the Applicant for construction outside the project boundaries, shall be entitled to credits against any required transportation impact fees, in accordance with the Volusia County Road Impact Fee Ordinance. The following road improvements and dedications have voluntarily been offered by the Applicant and shall not be subject to road impact fee credits or reimbursements:

- - Airport Road from Tymber Creek to SR 40 100' dedication; construction of 2 lanes.
- - All roads within Hunter's Ridge.
- - All turning lanes, acceleration & deceleration lanes.
- - All traffic signals as noted above.

12. DENSITY, BUILDING SPACING, LAND USE, CLASSIFICATION AND OTHER DEVELOPMENT REQUIREMENTS

(RPC # 1,2,3,18,29,36,37,40,41,55 and 57)

GOAL: Provide development requirements ensuring the most efficient use of the property with the least impact upon the environment.

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12.1 The project shall be developed in accordance with the information, data, plans and commitments contained in the Hunter's Ridge DRI/ADA and supplemental information unless otherwise directed by the recommendations enumerated below. For the purpose of this condition, the Application for Development Approval shall consist of the following items;

- A. Application for Development Approval dated October, 1988;
- B. Additional Information dated January 17, 1989;
- C. Additional Information, Second Submittal, dated March 16, 1989; and
- D. Commitments made during the review as presented in Appendix A of the Regional report.
- E. The conceptual development plan dated November 20, 1990, hereby is incorporated as Exhibit "C" and shall be generally adhered to with regard to land uses and road patterns.
- F. The phasing map dated November 20, 1990, hereby is incorporated as Exhibit "D" and, along with Exhibit "F" shall be generally adhered to with regard to phasing of the project.
- G. The table of land uses dated 12/2/90, hereby is incorporated as Exhibit "E" and shall be generally adhered to with regard to land use designations, numbers of dwelling units and density.

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H. The development phasing schedule dated December 2, 1990, hereby is incorporated as Exhibit "F" and along with Exhibit "D" shall be generally adhered to with regard to phasing of the project. The phasing schedule in the City may be altered without a substantial deviation review pursuant to Section 380.06(19), Florida Statutes, if the Applicant in the City agreed to the revised phasing proposal.

12.2 The Ormond Beach portion of the project shall consist of no more than a total of 932 single family units and 50 multi-family units including, but not limited to patio, cluster or town house units. Any deviation from the number of residential lots or their locations, which deviation results in larger lot sizes and lower densities shall be permitted. Areas generally depicted on Exhibit "C" as single family residential may be developed to include patio or cluster type lots ("zero-lot-line" lots) provided there is no increase in overall density. However, changes resulting in smaller lot sizes or higher densities shall require an amendment to this development order in accordance with applicable law.

12.3 If five percent of Phase I of the project (14 dwelling units) is not constructed within five years of the effective date of the development order, then the development order shall expire.

12.4 To assist in providing for the recreational needs of the project's residents, the Applicant shall participate in the City's Recreation Impact Fee program.

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12.5 The on-site wetlands system, other conservation tracts, and on/off-site mitigation areas shall be regarded as preservation areas for the purpose of protecting their natural attributes and shall have developmental uses prohibited, except as permitted herein. Except for the Conservation Lands described in Condition 3.5, which shall be conveyed as provided therein, and these areas shall be conveyed to a state, federal, or county agency acceptable to the City of Ormond Beach or to an HOA for which covenants and restrictions for wetland protection have been included to the satisfaction of the City Attorney together to allow the City to enforce such wetland protection covenants and restrictions, if necessary. Dedication and conveyance of Wetlands shall occur at the time the applicant determines the legal description for those areas, but prior to construction in areas adjacent to those areas.

12.6 As the Applicant has indicated in the DRI/ADA, all finished floor slab elevations shall be a minimum 2.0 feet above the 100-year flood elevation or the crown of the road, whichever is higher. The donated school site shall not be located within designated wetlands or 100-year flood zones unless accepted by the Volusia County School Board.

12.7 Any transfer of title to any property within the project which is within the 100-year flood zone area shall be accompanied by a disclosure stating that the property in question is located within a 100-year flood area.

12.8 Developers, contractors, subcontractors, and other purchasers of project properties should be required to contact

the local Private Industry Council, Job Service of Florida and other similar agencies for information on their job training programs and employment referral services.

12.9 On the basis of the affordable housing need estimates, there will be a requirement that 52 very low income household dwelling units and 201 low income household dwelling units be provided within a 20 minute commute of the non-residential development of the Hunter's Ridge project. Before the responsible governmental authorities issue building permits for each phase of the development, they each shall determine whether there exists available very low or low income units within the commuting distance. If none exists, or if insufficient numbers exist, the affordable dwelling units necessary to meet the phasing schedule in paragraph A below shall be provided prior to the issuance of additional permits.

A. The following affordable housing phasing schedule shall be utilized:

<u>Phase</u>	<u>Year</u>	<u>Very Low Income Units</u>	<u>Low Income Units</u>
II	4	7	27
III	5	4	18
IV	7	5	19
V	9	3	10
VI	10	9	32
VII	11	<u>5</u>	<u>19</u>
		33	125/158

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B. The maximum rent for the very low income household dwelling units shall be \$289 (1990 dollars), with a typical rent of \$220. The maximum rent for the low income household dwelling units shall be \$507 (1990 dollars).

C. The maximum sale price for owner-occupied low income household dwelling units shall be \$54,364 (1990 dollars), with a typical sale price of \$46,016 if located in Ormond Beach. The maximum sale price for owner-occupied low income household dwelling units shall be \$58,233 (1990 dollars), with typical sale price of \$46,016 if located in Flagler County.

(Note: Of the low income dwelling units at least 50% must be for sale dwelling units.)

D. The affordable housing units that are provided on site shall be integrated throughout the project to ensure that very low and low income dwelling units are not geographically isolated and segregated from other residential units.

E. Rent and resale restrictions shall be required to ensure the continued affordability of very low income and low income dwelling units.

F. In the event the Ormond Beach Comprehensive Plan shall be more restrictive than the foregoing affordable housing requirements, then the Ormond Beach Comprehensive Plan shall control.

12.10 Unless specifically directed otherwise by the terms and conditions of the development order, all authorized

development shall proceed only if the public facilities and services necessary to meet the need generated by the development are available concurrent with the demand.

12.11 Any interlocal agreements required shall be fully executed prior to the issuance of any building permits by the City of Ormond Beach beyond City Phase II, and incorporated into the Development Orders for the project.

12.12 Application for approval shall be filed in accordance with the Planned Unit Development (PUD) procedures provided by the City's land development regulations, currently located in SECTION 700.00 R-S Residential Suburban District, of the City's zoning ordinance . The PUD shall be of such size and shape as to be essentially freestanding with regard to traffic circulation and emergency access: utilities, recreation and open space; drainage, detention and retention; other public and HOA infrastructure and proximity to existing development and infrastructure. The limits of the PUD shall generally not exceed the limits of any development phase as identified on Exhibit "C" hereto. PUD submittals may be accompanied by one or more preliminary plats, each freestanding with regard to the above criteria and containing no more than 250 dwelling units.

12.13 In order to avoid excessive dispersion of services within Hunter's Ridge, deterioration of infrastructure due to lack of use and/or maintenance, reductions in property values due to oversupply of building lots in relation to market conditions and a negative ambient character created by undeveloped expanses

of urban roads and other infrastructure, no plat or portion of a plat may be recorded beyond City Phase II (416 lots) until such time as at least fifty percent of all previously recorded lots within Hunter's Ridge, including the Flagler County portion, have been developed or have been issued building permits.

13.0 PUBLIC FACILITIES AND SERVICE NEEDS

(RPC # 11,12,14,50,51,52,53,55 & 57)

GOAL: Provide adequate public facilities and services needed to accommodate the impacts of the development; minimize impacts upon taxpayers outside of the Project.

13.1 Wastewater treatment shall be provided by the City of Ormond Beach within the portion in Ormond Beach in accordance with the West Ormond Utilities ordinance. Flagler County and the City of Ormond Beach shall attempt to develop an interlocal agreement regarding wastewater treatment prior to the issuance of any structural building permit for the Flagler County portion of the project. Failure to enter into this agreement within 12 months of the issuance of a development order for this project (by either Flagler County or the City of Ormond Beach) shall allow the Applicant to seek alternative means of addressing the wastewater treatment issue, in the Flagler County portion, including the construction of a private plant. Development shall occur concurrent with adequate central wastewater treatment service.

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FLORIDA

13.2 An interlocal agreement between Flagler County and the City of Ormond Beach regarding the provision of the potable water shall be sought prior to the issuance of any structural building permit for the Flagler County portion of the project. Failure to enter this agreement within 12 months of the issuance of this development order shall allow the Applicant to seek alternative means of providing potable water in the Flagler County portion, including the construction of a privately owned water treatment plant.

13.3 All existing ground water wells and all wells discovered during the development process on Hunter's Ridge shall be reported immediately to the St. Johns River Water Management District (SJRWMD). All wells shall be adequately identified and protected from construction activities by such means as notifying the construction contractor of the well locations, identifying the well locations on construction plans, and fencing wells prior to any construction activities on the Hunter's Ridge site. FDER shall be allowed at least six months to acquire the Floridan test well in the northwest quadrant of the site, as well as any other on-site Floridan wells which cease to be used for public supply potable water, for use as a monitoring well. All ground water wells which are not acquired for monitoring and/or which cease to be used for public supply potable water shall be properly plugged and abandoned by a SJRWMD licensed water well contractor and registered driller immediately, unless otherwise stipulated by the SJRWMD.

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13.4 Sidewalks, bike paths, nature trails or other means of pedestrian access, separated from driving lanes, shall be provided throughout the project for access to school and park sites.

13.5 All construction within the Hunter's Ridge Project shall pay an assessment fee equal to the amount of transportation impact fees for similar construction assessed by Volusia County at the time of building permit application. This assessment shall be in addition to any transportation impact fee collected by Flagler County, and shall be not credited against any impact fee collected by Flagler County. The assessment shall be periodically paid to Volusia County by Flagler County for road improvements caused by the Project in a Flagler-Volusia Jointly defined impact area.

13.6 The Applicant shall fund the construction of left and right-turn deceleration lanes at all project entrances. Project entrances on SR 40 shall be limited to the minimum number required to provide safe access to the site as determined by FDOT. These improvements shall be constructed when such project entrances are created. The Applicant shall fund the cost of signalization at project entrances when deemed warranted by the appropriate governmental entity.

13.7 In the interest of safety, the Applicant shall construct a system of bike ways or provide for bicycles in the construction of the internal roadway system which will provide bicycle travel between:

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- - homes and schools
- - homes and employment centers
- - homes and neighborhood commercial centers

External bicycle systems which provide for bicycle traffic to adjacent external residential, employment and educational centers shall be considered. Construction standards shall conform to the latest applicable local government or state criteria.

13.8 Bicycle lockers or bicycle racks, transit passenger shelters and transit parking bays shall be constructed where necessary to augment and facilitate the operations of off-site transit and bicycle facilities. The Applicant shall designate an employee as a ride-sharing coordinator or include covenants which will require tenants or future landowners to collectively hire and manage a ride-sharing coordinator when the Hunter's Ridge project reaches 2,900 residential units. This person will be responsible for conducting ride-sharing campaigns within the project, publicity, processing applications, distributing information (including transit information), etc.

13.9 All authorized development shall proceed only if the public facilities and services necessary to meet the need generated by the development are available concurrent with the demand.

13.10 Any interlocal agreements required shall be fully executed prior to the issuance of any building permits by Flagler County, and incorporated into the Development orders for the project.

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13.11 In addition to the foregoing commitments by the Applicant, the Applicant has agreed to donate to the City of Ormond Beach the following land areas as shown on the Development Plan dated November 20, 1990 for public facilities, but shall not be entitled to credits against any required impact fees:

A. Wastewater Treatment Plant Site/Recreation Site - 40+ Acres (Located on N. side of Airport Road on Project Easterly Boundary - may be used for one or both uses at the City's election)

B. West Ormond Recreation/Cultural Facilities Site 38+ Acres (Located at N.E. Corner intersection Airport Road extension and S.R. 40).

C. Water Treatment Plant Site - 15+ acres

D. Airport Road Public Safety Site - 3.75+ acres

E. S.R. 40 Public Safety Site - 1.5 acres (May be used by Applicant for Church or institutional purposes if City determines not needed for public safety site).

13.12 The City shall reconvey to the Applicant the lands heretofore conveyed to it for use as a water treatment plant site and for that portion of Airport Road south of the Flagler County Line, in exchange for the Applicant's conveyance of the relocated water treatment plant site and the relocated said portion of Airport Road, as shown on the conceptual development plan (Exhibit "C") dated November 20, 1990.

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14.0 GENERAL LAND USE (RPC # 1,2,3 and 22)

GOAL: Permit development consistent with holding capacity of land; minimize impacts on environment.

14.1. The project shall be developed in accordance with the information, data, plans and commitments contained in the Hunter's Ridge DRI/ADA and supplemental information unless otherwise directed by the recommendations enumerated below. For the purpose of this condition, the Application for Development Approval shall consist of the following items;

A. Application for Development Approval dated October, 1988;

B. Additional Information dated January 17, 1989;

C. Additional Information, Second Submittal, dated March 16, 1989; and

D. Commitments made during the review as presented in Appendix A of the Regional report.

E. The conceptual development plan dated November 20, 1990, hereby is incorporated as Exhibit "C" and shall be generally adhered to with regard to land uses and road patterns.

F. The phasing map dated November 20, 1990, hereby is incorporated as Exhibit "D" and, along with Exhibit "F" shall be generally adhered to with regard to phasing of the project.

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G. The table of land uses dated 12/2/90, hereby is incorporated as Exhibit "E" and shall be generally adhered to with regard to land use designations, numbers of dwelling units and density.

H. The development phasing schedule dated December 2, 1990, hereby is incorporated as Exhibit "F" and along with Exhibit "D" shall be generally adhered to with regard to phasing of the project.

14.2 The Ormond Beach portion of the project shall consist of no more than a total of 932 single family units, 50 multi-family units including, but not limited to patio, cluster or town house units. Any deviation from the number of residential lots or their locations, which deviation results in larger lot sizes and lower densities shall be permitted. Areas generally depicted on Exhibit "C" as single family residential, may be developed to include patio or cluster type lots ("zero-lot-line" lots) provided there is no increase in overall density. However, changes resulting in smaller lot sizes or higher densities shall require an amendment to this development order in accordance with applicable law.

14.3 If five percent of RPC Phase I of the project (14 dwelling units) is not constructed within five years of the effective date of the development order, then the development order shall expire.

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14.4 The project's site design shall be based on data contained in the U.S. Soil Conservation Service's Volusia and Flagler County soils reports unless a detailed soils analysis is undertaken. The methodology and results of this new analysis shall be reviewed and approved by Flagler County, Ormond Beach, and the USDA SCS regional field or state soil scientist.

14.5 Oaks or other hardwood plant species shall be planted and maintained in buffers and common areas to enhance the quality of wildlife habitat on the project.

14.6 All development shall conform to the City of Ormond Beach land development regulations, including Landscaping and Tree Protection Ordinances.

14.7 All wetlands shall be identified and dedicated to a public agency or HOA for protection under the conditions previously identified before the recording of a plat for the land area containing the wetland.

15.0 PARKS (RPC #8, 9, 18, 28, 29)

GOAL: Provide adequate active and passive recreational facilities and opportunities for project and other Ormond Beach and Volusia County residents.

15.1 Unavoidable losses of viable wetlands shall be mitigated through restoration of wetlands, creation of wetlands or preservation of functional wetlands, and/or uplands adjacent

to wetlands, within the same watershed and in accordance with adopted rules and policies of the City of Ormond Beach and the St. Johns River Water Management District. Wetlands to be created or uplands to be retained as mitigation, shall, to the greatest practical extent, be located coterminously with one or more major habitat areas to be preserved so as to provide a continuity or expansion of natural habitat areas. Detention ponds, preservation of viable on-site wetlands, lakes or open water areas shall not be acceptable for wetland mitigation. However, the restoration of severely stressed wetlands and littoral zones created around detention ponds and lakes may qualify as newly created wetlands for mitigation purposes. The wildlife corridor and other specific preservation areas already defined by the PDA shall not be eligible for inclusion toward Upland Mitigation Credit for wetland impacts. Any approved upland mitigation credits shall apply to non-preservation uplands not previously specified at a minimum ratio of 4:1 (4 acres of upland preserved for one acre of wetlands impacted). Such areas shall be deed restricted and conveyed in perpetuity to an BOA or appropriate public agency.

15.2 In addition to the requirements of Condition 3.5, the on-site wetlands systems of Hull Swamp and its associated upland wildlife corridor and buffers, the Hull Swamp canal, and the Little Tomoka River and its associated buffer, shall be regarded as preservation areas for the purpose of protecting their natural attributes. These areas may be used for minor walkways and their appurtenances or for the road crossings of the canal. Other

construction, vegetation removal, fencing, mowing or development activities which would reduce the effectiveness or character of these buffers shall not be allowed. These areas are identified in the Conceptual Development Plan attached hereto as Exhibit C. The portions in Ormond Beach may be conveyed in perpetuity to an appropriate public agency or to an HOA, provided that there is a conservation easement that would enable the City to enforce covenants and restrictions. Any Association formed to preserve, maintain and supervise the wetlands on-site shall only be empowered to the extent of the conditions of approval of the development order and shall work cooperatively with all public agencies. In the event of any conflict between this Condition, or Condition 15.3, and Condition 3.5, the provisions of Condition 3.5 shall control.

15.3 An upland buffer of native vegetation averaging 100' wide but no less than 50' wide shall be retained landward of the wetland jurisdictional line on both sides of the Little Tomoka River. Use of these buffers shall be limited to nature trails and other passive recreation uses and components of the stormwater management system and the portions of these areas in Ormond Beach shall be conveyed to a public agency or HOA as described in Condition 15.1 above. The use of pesticides, herbicides, or fertilizers shall be prohibited in these buffers and the wetlands they protect.

15.4 To assist in providing for the recreational needs of the project's residents, the Applicant shall participate on a

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fair share basis in any mechanism (including impact fees) adopted by Flagler County, Volusia County, and/or the City of Ormond Beach to upgrade their community and urban district park system.

15.5 The Applicant will provide water and sewer service to the boundary of each park or other public facility at a point to be determined by the City of Ormond Beach.

15.6 Sidewalks, bike paths, nature trails or other means of pedestrian access, separated from driving lanes, shall be provided throughout the project for access to school and park sites.

15.7 The minimum distance between the edge of each stormwater retention/detention pond and adjacent wetlands shall be 200 feet, unless the St. Johns River Water Management District accepts tests, calculations or other information furnished by the Applicant through the District's permitting process which clearly demonstrates that deviation from the 200 foot distance would not degrade the wetlands in any way. This buffer shall be landscaped with hardwood trees where possible.

15.8 The on-site wetlands system, other conservation tracts, and on/off-site mitigation areas shall be regarded as preservation areas for the purpose of protecting their natural attributes and shall have developmental uses prohibited, except as permitted herein, and these areas shall be conveyed as noted above. Dedication and conveyance of wetlands shall occur at the time the applicant determines the legal description for those areas, but prior to construction in areas adjacent to those areas.

[END OF EXHIBIT B]

RE:432

EXHIBIT "B-B"

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STATE OF FLORIDA
DIVISION OF ADMINISTRATIVE HEARINGS

FLORIDA-GEORGIA VENTURE GROUP,)

Petitioner,)

vs.)

CITY OF ORMOND BEACH,)

Respondent,)

and)

EAST CENTRAL FLORIDA REGIONAL
PLANNING COUNCIL, FLORIDA
AUDUBON SOCIETY, CITIZENS OF
ORMOND BEACH, INC. and THE
DEPARTMENT OF COMMUNITY AFFAIRS)

Intervenors.)

CASE NO. 90-3409DRI

NORTHEAST FLORIDA REGIONAL
PLANNING COUNCIL and THE
DEPARTMENT OF COMMUNITY AFFAIRS,)

Petitioners,)

vs.)

FLAGLER COUNTY COMMISSION and
FLORIDA-GEORGIA VENTURE GROUP,)

Respondents,)

and)

FLORIDA AUDUBON SOCIETY and
ANNIE JOHNSON AND THE FLAGLER
CITIZENS FOR AFFORDABLE
HOUSING,)

Intervenors.)

CASE NO. 90-3410DRI

JOINT STIPULATION OF THE FLORIDA AUDUBON SOCIETY, FLORIDA
GEORGIA VENTURE GROUP, FLAGLER COUNTY, AND CITY OF ORMOND BEACH

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VOLUSIA CO., FL

Intervenor, Florida Audubon Society, and Petitioner/Respondent Florida Georgia Venture Group, Flagler County, and the City of Ormond Beach hereby stipulate that the entry of a Recommended Order in this proceeding approving the development of regional impact applications of Florida Georgia Venture Group in both the City of Ormond Beach and Flagler County would satisfactorily resolve issues concerning wetlands, wildlife habitat, and endangered species, provided that:

1. The developer removes from development and agrees to convey the lands identified as parcels "A" and "B" on Exhibit A an undivided one half interest in parcels "A" and "B" to the St. Johns River Water Management District and an undivided one half interest to Flagler County for those portions of parcels "A" and "B" located within Flagler County, and an undivided one half interest to the City of Ormond Beach for those portions of Parcels "A" and "B" located within the City of Ormond Beach, subject to the following:

(a) Conveyance of Parcel A shall be by Fee Simple Warranty Deed.

(b) Conveyance of Parcel B shall be by Fee Simple Warranty Deed, reserving to the grantor and its heirs, successors and assigns certain specified timber interests, equestrian use rights, and hunting interests, as further specified below.

2. The above conveyances shall be subject to the following specific deed restrictions:

(a) The use and management of the lands conveyed shall be exclusively for the maintenance, preservation, and restoration of the native upland and wetland ecosystems historically existent on the property and use for compatible environmental education activities and passive recreational activities. No use for any purpose other than those specified above shall be permitted. Any development activities, waste disposal, excavation,

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filling, well drilling, construction, (other than the excavation and filling necessary to restore the natural hydroperiod of the area and limited construction of environmental education facilities such as nature trails and boardwalks) shall be strictly prohibited. Passive Recreation, as used herein shall mean hiking, birdwatching, nature study, fishing, and like activities that do not require the construction of facilities otherwise prohibited by the conservation easement. The use, or possession of off road vehicles, such as all terrain motorcycles, swamp or dune buggies by members of the public will be strictly prohibited on the property. Hunting shall be prohibited, except as specified in Paragraph 5 below. The Florida Audubon Society, a Florida non-profit corporation, shall have standing to enforce the provisions of these deed restrictions, and said fact shall be incorporated in the conveyance of the property in parcels "A" and "B" as provided in Paragraph 1 of this stipulation.

3. Florida Georgia Venture Group agrees to conduct, as may be permitted by the future owners of the property as specified in paragraph (1) above, and at its expense with regard to the use of manpower and equipment, certain environmental restoration activities necessary to reestablish a more natural hydroperiod in parcels "A" and "B" above. The objective of this restoration shall be the elimination of drainage provided by all of the ditches that have been constructed through parcels "A" and "B" as described above. This program will include installation of water control structures in existing ditches, including, without limitation the Hull Cypress Swamp Ditch, so that the current overdrainage of the area is reversed. Within 6 months of the final action by the Land and Water Adjudicatory Commission on this appeal, or within 6 months of the issuance of a Development Order by the City of Ormond Beach or Flagler County for

the Hunters Ridge Project, or any portion thereof, (whichever occurs later) Florida Georgia shall complete, in cooperation with the St. Johns River Water Management District, and as may be permitted by the future owners of the property as specified in Paragraph 1 above, a plan for the restoration of the natural hydroperiod in the above described area. Within one year subsequent to the completion of this plan, the construction elements of the plan shall be completed by Florida Georgia, in cooperation with the St. Johns River Water Management District as may be permitted by the future property owners as specified in Paragraph 1 above. Florida Georgia agrees that it will provide at its own expense, manpower and earthmoving machinery to plug ditches, breach levees or fill berms, and all other physical earth moving work necessary to implement the restoration plan developed in conjunction with the St. Johns River Water Management District. This plan, generally, shall:

(a) Provide for the plugging, or installation of water control structures in the Hull Cypress Swamp Ditch, to restore the hydroperiod of the Hull Cypress Swamp.

(b) Provide for gaps in the fill berm along the Hull Cypress Swamp Ditch to reflood the wetland strand that exists parallel to the ditch, and divert the flow of the ditch through the wetland area in the strand adjacent to the ditch.

(c) Plug, or install water control structures in all other manmade canals or ditches on the property as may be necessary to restore the historical hydroperiod.

Any delay in the authorization of work to restore the hydroperiod beyond the time frames specified above that may be occasioned by the future landowners, environmental permitting requirements, or other unforeseen

events shall not relieve Florida Georgia of the obligation to provide manpower and earthmoving equipment to conduct the work specified above.

4. The timber interests retained by Florida Georgia and its heirs, successors and assigns in Parcel "B" shall be for limited silvicultural purposes relative to the harvest of pine trees. It is anticipated, and Florida Georgia agrees, that the hydroperiod restoration required under this stipulation will result in major portions of Parcel "B" undergoing transition to a wetland state that will no longer facilitate the cultivation and harvest of pine. Florida Georgia may continue to exercise pine timber management and harvest on the property once the natural hydroperiod is restored, under a plan acceptable to the St. Johns River Water Management District, Flagler County, and the City of Ormond Beach which is designed to limit pine silvicultural practices to only those compatible with the restored hydroperiod of the area, and which provide a maximization of wildlife benefits, as determined by the St. Johns River Water Management District.

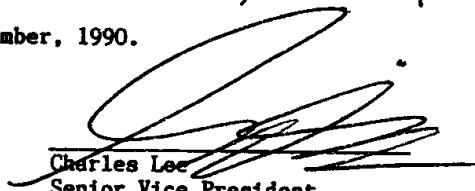
5. Florida Georgia, its heirs, successors and assigns shall retain the right to (in a manner approved by the St. Johns River Water Management District), to conduct equestrian activities on the lands conveyed to the district. The hunting rights to the property shall be retained by Florida Georgia, its heirs, successors, and assigns, for deer and feral hogs only.

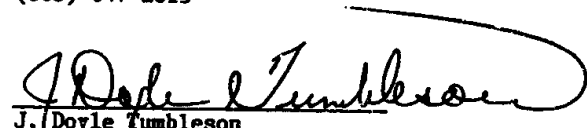
6. Florida Georgia and its heirs, successors and assigns shall be entitled to claim "Mitigation Credits" for the hydroperiod restoration work required by Paragraph 3 above to offset any mitigation requirement arising from the construction of the Hunters Ridge Development, including both those phases authorized by the development orders issued as a result of this proceeding, and any future substantial deviation that is specified in

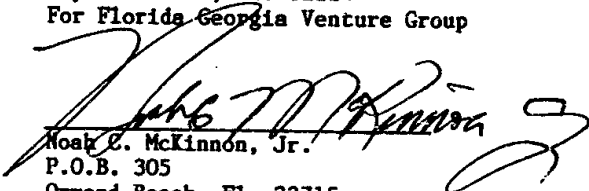
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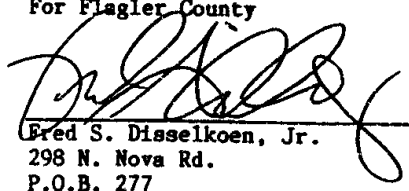
this proceeding. Said mitigation credits shall be available to Florida Georgia provided that such credits are acceptable to the various state and federal regulatory agencies that are not parties to this proceeding. Said credits shall only be applicable on an acre per acre basis within the City of Ormond Beach, and Flagler County, respectively, as to future approvals of substantial deviations, and credits obtained within the jurisdiction of one local government shall not transfer to the other, unless otherwise provided by law.

Dated this 6th day of December, 1990.


Charles Lee
Senior Vice President
Florida Audubon Society
1101 Audubon Way
Maitland, Fl. 32751
(305) 647-2615


J. Doyle Tumbleson
Kinsey Vincent Pyle Professional
Association
150 S. Palmetto Ave.
Daytona Beach, Fl. 32114
For Florida Georgia Venture Group

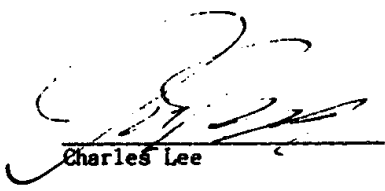

Noah C. McKinnon, Jr.
P.O.B. 305
Ormond Beach, Fl. 32715
For Flagler County


Fred S. Disselkoen, Jr.
298 N. Nova Rd.
P.O.B. 277
Ormond Beach, Fl. 32175
For City of Ormond Beach

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VOLUNTEER CO., FL

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy of the foregoing has been provided by U.S. Mail to the following this 6th day of December, 1990: J. Doyle Tumbleson, 150 S. Palmetto Ave. BOX A, Daytona Beach, Fl. 32114; Fred S. Disselkoen, Jr. City of Ormond Beach, POB 277, Ormond Beach, Fl. 32175-0277; Gerald S. Livingston, P.O.B. 2151, Orlando, Fl. 32802; Timothy Keyser, POB 92, Interlachen, Fl. 32148; Jonathan Hewett, Central Florida Legal Services, 216 S. 6th St. Palatka, Fl. 32177; Julia Johnson, David Russ, David Jordan, and Steven Pfeiffer, Office of General Counsel, Department of Community Affairs, 2740 Centerview Dr. Tallahassee, Fl. 32399-2100; Linda Loomis Shelley, 902 North Gadsden St. Tallahassee, Fl. 32303; and Noah McKinnon, 595 West Granada Blvd. Ormond Beach, Fl. 32075


Charles Lee

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BOOK

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DEVELOPMENT, CO., FL

CONSERVATION AREA

CONSERVATION AREA

Hunter's Ridge

A PLANNED UNIT DEVELOPMENT

- LEGEND
- VILLAGE RETAIL OFFICE
 - VILLAGE OFFICE
 - PARK OF COMMERCE & INDUSTRY
 - RECREATIONAL FACILITIES
 - PARKS & SCHOOLS
 - VILLAGE SERVICES
 - WETLAND CONSERVATION
 - SINGLE FAMILY RESIDENTIAL (1,500 SF - 1 ACRE)
 - MULTI-FAMILY RESIDENTIAL (3 - 8 UNITS/ACRE)
 - MULTI-FAMILY RESIDENTIAL (9 - 16 UNITS/ACRE)

EXHIBIT "C"

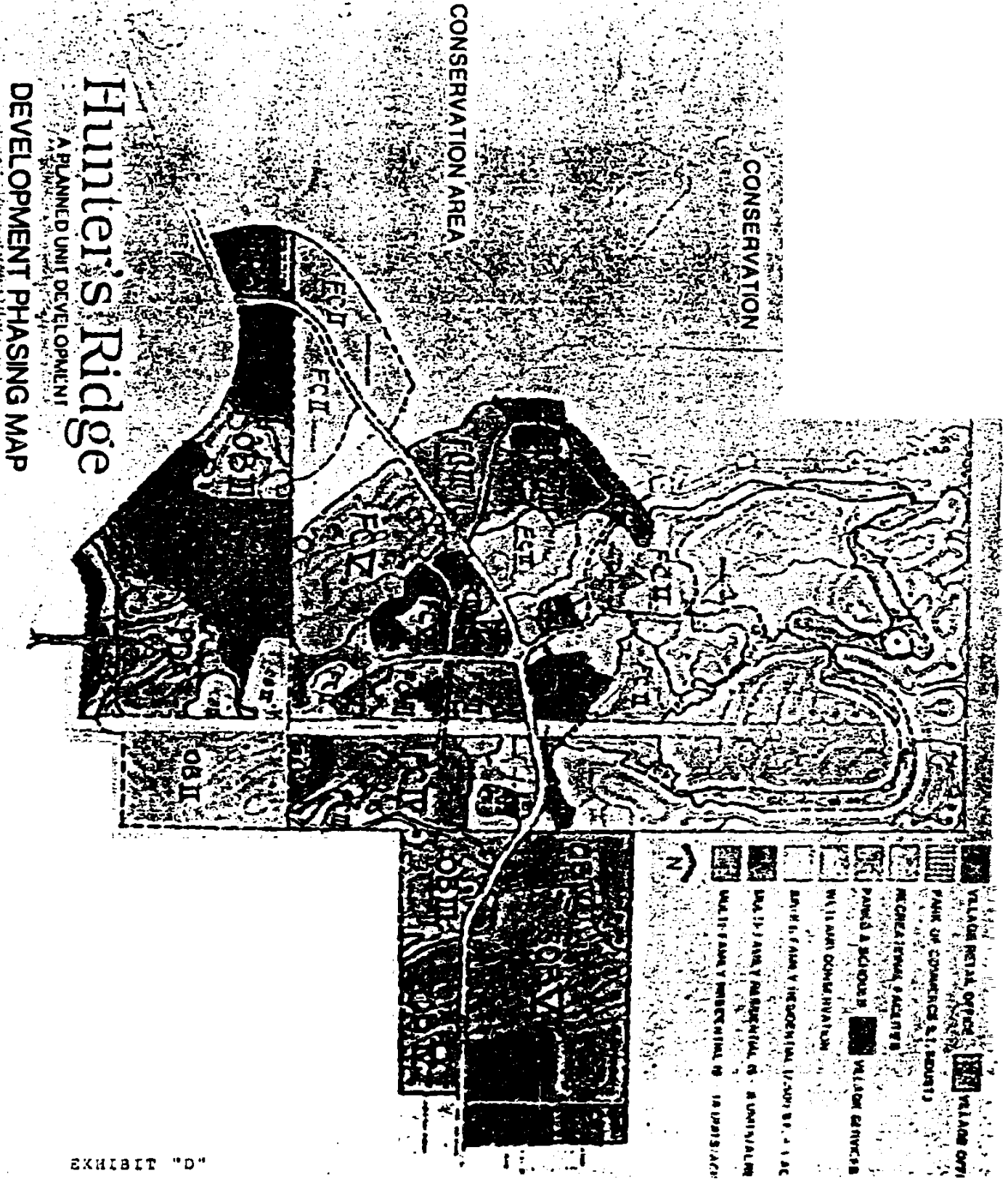


EXHIBIT "D"

LAND USE - HUNTER'S RIDGE

LAND USE	ORMOND BEACH	FLAGLER COUNTY	COMBINED TOTALS	%
Village Retail/Office	0.00	11.61	11.61	0.42%
Village Office	0.00	5.71	5.71	0.21%
Light Industrial	0.00	16.68	16.68	0.60%
Village Services/Recreational	192.00	197.18	389.18	14.09%
Parks & Schools	30.61	90.89	121.50	4.39%
Multi-Family Residential (with Upland Buffer)	14.31	64.32	79.03	2.85%
Wetlands	174.34	259.34	433.88	15.66%
Roads, Drainage, Retention	110.95	146.98	257.98	9.31%
Lakes	28.65	32.90	61.55	2.34%
Golf Course	0.00	130.00	130.00	4.69%
FP&L Easement	17.32	57.25	74.57	2.69%
Single Family Residential (with Upland Buffer)	341.42	827.61	1,169.03	42.19%
TOTAL ACREAGE	910.00	1,860.62	2,770.62	100.00%

LAND USE	ORIGINAL	REVISED	CHANGED	%
Village Retail/Office	25.20	11.61	-23.59	-7.02%
Village Office	41.20	5.71	-35.49	-86.14%
Light Industrial	30.80	16.68	-14.12	-45.84%
Village Services/Recreational	164.00	389.18	225.18	137.30%
Parks & Schools	144.30	121.50	-23.00	-15.92%
Multi-Family Residential w/o Upland Buffers	191.00	64.08	-126.97	-66.48%
Single Family Residential w/o Upland Buffers	1,717.00	984.05	-732.95	-42.69%
Upland Buffers	644.00	199.98	-444.02	-68.98%
Wetlands	1,416.00	433.88	-982.12	-69.36%
Roads, Drainage, Golf Course, Retention, etc.	653.30	544.00	-109.30	-16.73%
TOTAL ACREAGE	5,037.00	2,770.62	-2,266.38	-44.99%

USE	EMPLOYMENT ESTIMATES*			
	ACRES	SQ. FT.	KSF	EMPLOYEES
Village Retail/Office (40% Office)	4.64	64,960	4/KSF	260
Village Retail/Office (60% Retail)	6.97	97,580	2.5/KSF	244
Village Office	5.71	79,940	4/KSF	320
Light Industrial/Office Warehouse	16.68	233,320	1.8/KSF	420
Golf & Tennis Club	N/A	N/A	AVERAGES	60
TOTAL EMPLOYEES				1,304

UNIT TYPE	FAMILY SIZE	DWELLING UNITS		POPULATION TOTALS
		ORMOND	FLAGLER	
Single Family	2.95	932	1237	6398
Multi-Family:				
(a) Townhouses & Villas	2.7	30	245	797
(b) Apartments & Condos	2.1	0	220	462
TOTALS		962	1702	7657
GROSS DWELLING UNITS PER ACRE		1.08	0.91	AVG .97 DUA

*Employment Estimates are Based on the Following Source:

ITE Trip Generation, 4th Edition

1. Village Office (40% of Village Retail/Office)
14,000 Square Feet of Building per Acre
4 Employees per KSF
2. Village Retail (60% of Village Retail/Office)
10,000 Square Feet of Building per Acre
2.5 Employees per KSF
3. Village Office
14,000 Square Feet of Building per Acre
4 Employees per KSF
4. Light Industrial/Office Warehouse
14,000 Square Feet of Building per Acre
1.8 Employees per KSF

NOTE: Substantial Deviation Land Area in Flagler County is 1004 Acres with 949 Dwelling Units or a gross density of .945 Dwelling Units per Acre.

EXHIBIT "E"

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VOLUSIA CO., FL

DEVELOPMENT SCHEDULE 12/2/90

ORTON BEACH			FLAGLER COUNTY		
YEAR	PHASE	DESCRIPTION	YEAR	PHASE	DESCRIPTION
Present	PDA	108 Single Family Dwelling Units Deed: Airport Road R.O.V. Deed: Regional Water and Water Plant Sites Deed: Esplanade (Hudson Ver Field)	Present	PDA	Deed: Airport Road R.O.V.
1 AND 2	GB-I	133 Single Family Dwelling Units Deed: City Res. Park Site St. Rd. 40 Deed: Middle School Site			
3 AND 4	GB-II	133 Single Family Dwelling Units Construct Airport Rd. from East to West City Limits Deed Public Safety Site-Airport Rd. Start Equestrian Center Church Site-St. Rd. 40	3 and 4	FC-II	100 Multi-Family Dwelling Units Construct Main Blvd to Airport Rd. Construct Airport Rd. from Elm. School East to City of O B Light Industry 30,000 Square Foot Deed Elementary School Site Deed Public Safety Site Construct 4 Tennis Courts Village Center (15,000 Sq. Ft. Retail) Start Clearing Golf Course
5	GB-III	146 Single Family Dwelling Units 30 Multi-Family Dwelling Units	5	FC-III	Complete Golf Course Deed Community Recreation Park Light Indust. 20,000 Square Foot Day Care Facility Deed Middle School Site Complete Airport Rd. to St. Rd. 40 Deed Maintenance Yard Site Deed Regional Park Site 89 Single Family Dwelling Units 30 Multi-Family Dwelling Units Village Center Office 15,000 Sq. Ft.
6 and 7	GB-IV	200 Single Family Dwelling Units Deed City Recreation Park	6 and 7	FC-IV	Light Industry 25,000 Square Foot 103 Single Family Dwelling Units Church Site Complete Tennis Club Library Village Office 20,000 Square Foot
8 and 9	GB-V	170 Single Family Dwelling Units	8 and 9	FC-V	Light Industry 25,000 Square Foot 166 Single Family Dwelling Units 55 Multi Family Dwelling Units
			10	FC-VI	120 Multi Family Dwelling Units 28 Single Family Dwelling Units Village Center Retail 30,000 Sq. Ft. Village Center Office 20,000 Sq. Ft. Light Industry 25,000 Square Foot
			11	FC-VII	60 Multi Family Dwelling Units Light Industry 25,000 Square Foot Village Office 20,000 Square Foot
SUBSTANTIAL DEVIATION REQUEST IS REQUIRED FOR FUTURE PHASES					
			12	FC-VIII	Light Industry 30,000 Square Foot 100 Multi Family Dwelling Units Village Office 20,000 Square Foot 150 Single Family Dwelling Units
			13	FC-IX	Village Center Retail 52,500 Sq. Ft. Light Industry 28,520 Square Foot Village Center Office 29,960 Sq. Ft. 250 Single Family Dwelling Units
			14	FC-X	250 Single Family Dwelling Units Village Office 19,940 Square Foot
			15	FC-XI	199 Single Family Dwelling Units

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EXHIBIT "F"

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VOLusia CO., FL

RESOLUTION NO. 92 - 68

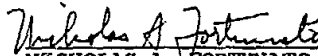
A RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A FIRST AMENDMENT TO THE DEVELOPMENT ORDER FOR THE "HUNTER'S RIDGE" DEVELOPMENT OF REGIONAL IMPACT; SETTING FORTH AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA:

SECTION ONE. That the City Commission of the City of Ormond Beach, Florida, hereby approves that First Amendment to Amended Final Order, a copy of which is attached hereto and incorporated herein by reference, and hereby further authorizes the Mayor and the City Clerk to execute and issue the same.

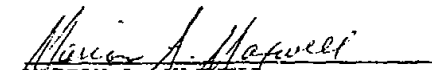
SECTION TWO. That this Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED, this 7th day of April, 1992.


NICHOLAS A. FORTUNATO
Mayor

050745
RECORDED FOR RECORD
VERIFIED

ATTEST:


MARIAN A. MAXWELL
City Clerk

5245773 4112-33
CLERK OF THE CIRCUIT
JUDICIAL DISTRICT VOLUSIA CO., FL.

3739 1899
VOLUSIA CO., FL

BEFORE THE
CITY COMMISSION
OF THE
CITY OF ORMOND BEACH, FLORIDA

IN RE: "Hunter's Ridge"
Development of Regional Impact

FIRST AMENDMENT TO
AMENDED FINAL ORDER

This matter having come on for hearing before the City Commission of the City of Ormond Beach, Florida, upon the request by the Developer, FLORIDA-GEORGIA VENTURE GROUP, for approval of a proposed change to that Amended Final Order heretofore entered by the Florida Land and Water Adjudicatory Commission, the City Commission finds as follows:

1. That, on May 28, 1991, the Florida Land and Water Adjudicatory Commission adopted an Amended Final Order granting the Application for Development Approval for the "Hunter's Ridge" development of regional impact.

2. That a "Notice of Adoption of Development Order Pursuant to Florida Statutes Section 380.06(15)(f)" was recorded by the Florida-Georgia Venture Group on October 1, 1991, in Official Records Book 3696 at Pages 1640 through 1745, inclusive, of the Public Records of Volusia County, Florida.

3. That, in accordance with Section 380.06(19)(f), Florida Statutes (1991), and Rule 9J-2.010(1)(h), Florida Administrative Code, the FLORIDA-GEORGIA VENTURE GROUP did submit simultaneously to the City, to Flagler County, to the East Central Florida Regional Planning Council, to the Northeast Florida Regional

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3739 1900
VOLusia CO., FL

Planning Council, and to the Florida Department of Community Affairs, a request for approval of proposed changes to the said Amended Final Order.

4. That the FLORIDA-GEORGIA VENTURE GROUP has asserted that the proposed changes do not create a substantial deviation requiring further development of regional impact review.

5. That the City has given the required notice and scheduled and conducted a public hearing to consider the proposed changes.

6. That the East Central Florida Regional Planning Council has expressed the opinion "that the changes proposed do not result in an automatic substantial deviation determination pursuant to the threshold criteria of section 380.06(19)(b), Florida Statutes, nor is it expected that it will cause new or increased impacts to regional resources or facilities when considered independently or cumulatively with prior project changes," and has recommended against submitting the proposed changes for additional regional review by the Council.

7. That after giving consideration to the provisions of paragraphs (a) and (e) of Section 380.06(19), Florida Statutes (1991), the thresholds set forth in paragraph (b) of Section 380.06(19), Florida Statutes (1991), and the presumptions set forth in paragraphs (c) and (d) and subparagraphs (e)(1) and (e)(3) of Section 380.06(19), Florida Statutes (1991), the City Commission determines that the proposed changes do not require further

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VOLusia CO., FL

development of regional impact review.

Thereupon and in consideration thereof, it is ORDERED:

A. That Subparagraph 3.7 of the Special Conditions incorporated into the said Amended Final Order be and the same is hereby amended to read as follows:

3.7 In addition to the requirements of Condition 3.5, the on-site wetlands systems of Hull Swamp and its associated upland wildlife corridor and buffers, the Hull Swamp canal, and the Little Tomoka River and its associated buffer, shall be regarded as preservation areas for the purpose of protecting their natural attributes. These areas may be used for minor walkways and their appurtenances or for the road crossings of the canal. Other construction, vegetation removal, fencing, mowing or development activities which would reduce the effectiveness or character of these buffers shall not be allowed. These areas are identified in the revised Conceptual Development Plan attached hereto as Exhibit "C" Revised. The portions in Ormond Beach may be conveyed in perpetuity to an appropriate public agency or to an HOA, that there is a conservation easement that would enable the City to enforce covenants and restrictions. Any Association formed to preserve, maintain and supervise the wetlands on-site shall only be empowered to the extent of the conditions of approval of the development order and shall work cooperatively with all public agencies. In the event of any conflict between this Condition; or Condition 3.8, and Condition 3.5, the provisions of Condition 3.5 shall control.

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VOLUSIA CO., FL

B. That Subparagraph 11.14 of the Special Conditions incorporated into the said Amended Final Order be and the same is hereby amended to read as follows:

11.14 In addition to the regional transportation conditions set forth in the preceding paragraphs, the following conditions shall be observed prior to the recording of any plats or requesting any development approvals in Ormond Beach, other than for public improvements and infrastructure for the project phases described in the attached Exhibits "D Revised, dated December 1, 1991" and Exhibit "F Revised, dated December 1, 1991".

C. That Subparagraph 12.1(E) of the Special Conditions incorporated into the said Amended Final Order be and the same is hereby amended to read as follows:

E. The revised conceptual development plan dated December 1, 1991, hereby is incorporated as Exhibit "C Revised" and shall be generally adhered to with regard to land uses and road patterns.

D. That Subparagraph 12.1(F) of the Special Conditions incorporated into the said Amended Final Order be and the same is hereby amended to read as follows:

F. The revised phasing map dated December 1, 1991, hereby is incorporated as Exhibit "D Revised" and, along with Exhibit "F Revised dated December 1, 1991" shall be generally adhered to with regard to phasing of the project.

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VOLUNT. CO., FL

E. That Subparagraph 12.1(G) of the Special Conditions incorporated into the said Amended Final Order be and the same is hereby amended to read as follows:

G. The revised table of land uses dated December 1, 1991, hereby is incorporated as Exhibit "E" Revised and shall be generally adhered to with regard to land use designation, numbers of dwelling units and density.

F. That Subparagraph 12.1(H) of the Special Conditions incorporated into the said Amended Final Order be and the same is hereby amended to read as follows:

H. The revised development phasing schedule dated December 1, 1991, hereby is incorporated as Exhibit "F" Revised and along with Exhibit "D" Revised shall be generally adhered to with regard to phasing of the project. The phasing schedule in the City may be altered without a substantial deviation review pursuant to Section 380.06(19), Florida Statutes, if the Applicant and the City agreed to the revised phasing proposal.

G. That Subparagraph 12.2 of the Special Conditions incorporated into the said Amended Final Order be and the same is hereby amended to read as follows:

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POLK CO., FL

12.2

The Ormond Beach portion of the project shall consist of no more than a total of 932 single family units and 50 multi-family units including but not limited to patio, cluster or town house units. Any deviation from the number of residential lots or their locations, which deviation results in larger lot sizes and lower densities shall be permitted. Areas generally depicted on Exhibit "C" Revised as single family residential may be developed to include patio or cluster type lots ("zero-lot-line" lots) provided there is no increase in overall density. However, changes resulting in smaller lot sizes or higher densities shall require an amendment to this development order in accordance with applicable law.

H. That Subparagraph 12.12 of the Special Conditions incorporated into the said Amended Final Order be and the same is hereby amended to read as follows:

12.12 Application for approval shall be filed in accordance with the Planned Residential ~~Unit~~ Development (PRD) ~~(PUD)~~ procedures provided by the City's land development regulations, currently located in Section 10.04 700/00//RFS ~~Residential/Suburban/District~~ of the City's Land Development Code Zoning/Ordinance. The PRD ~~PUD~~ shall be of such size and shape as to be essentially freestanding with regard to traffic circulation and emergency access; utilities, recreation and open space; drainage, detention and retention; other public and HOA infrastructure and proximity to existing development and infrastructure. The limits of the PRD ~~PUD~~ shall generally not exceed the limits of any development phase as identified on Exhibit "C" Revised hereto. PRD ~~PUD~~ submittals may be accompanied by one or more preliminary plats, each freestanding with regard to the above criteria and containing no more than 250 units.

I. That Subparagraph 13.12 of the Special Conditions

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0733 1905
VOLusia CO., FL

incorporated into the said Amended Final Order be and the same is hereby amended to read as follows:

13.12 The City shall reconvey to the Applicant the lands heretofore conveyed to it for use as a water treatment plant site and for that portion of Airport Road south of the Flagler County Line, in exchange for the Applicant's conveyance of the relocated water treatment plant site and the relocated said portion of Airport Road, as shown on the revised conceptual development plan (Exhibit "C" Revised) dated December 1, 1991.

J. That Subparagraph 14.1(E) of the Special Conditions incorporated into the said Amended Final Order be and the same is hereby amended to read as follows:

E. The revised conceptual development plan dated December 1, 1991, hereby is incorporated as Exhibit "C" Revised and shall be generally adhered to with regard to land uses and road patterns.

K. That Subparagraph 14.1(F) of the Special Conditions incorporated into the said Amended Final Order be and the same is hereby amended to read as follows:

F. The revised phasing map dated December 1, 1991, hereby is incorporated as Exhibit "D" Revised and, along with Exhibit "F" Revised dated December 1, 1991, shall be generally adhered to with regard to phasing of the project.

L. That Subparagraph 14.1(G) of the Special Conditions incorporated into the said Amended Final Order be and the same is

3739 1906
VOLUNTA, CO., FL

hereby amended to read as follows:

G. The revised table of land uses dated December 1, 1991, hereby is incorporated as Exhibit "E" Revised and shall generally adhered to with regard to land use designations, numbers of dwelling units and density.

M. That Subparagraph 14.1(H) of the Special Conditions incorporated into the said Amended Final Order be and the same is hereby amended to read as follows:

H. The revised development phasing schedule dated December 1, 1991, hereby is incorporated as Exhibit "F" Revised and along with Exhibit "D" Revised dated December 1, 1991, shall be generally adhered to with regard to phasing of the project.

N. That Subparagraph 14.2 of the Special Conditions incorporated into the said Amended Final Order be and the same is hereby amended to read as follows:

14.2 The Ormond Beach portion of the project shall consist of no more than a total of 932 single family units, 50 multi-family units including, but not limited to patio, cluster or town house units. Any deviation from the number of residential lots or their locations, which deviation results in larger lot sizes and lower densities shall be permitted. Areas generally depicted on Exhibit "C" Revised as single family residential, may be developed to include patio or cluster type lots ("zero-lot-line" lots) provided there is no increase in overall density. However, changes resulting in smaller lots sizes or higher densities shall require and amendment to this development order in accordance with applicable law

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COLLIERIA CO., FL

O. That Subparagraph 15.2 of the Special Conditions incorporated into the said Amended Final Order be and the same is hereby amended to read as follows:

15.2 In addition to the requirements of Condition 3.5, the on-site wetlands systems of Hull Swamp and its associated upland wildlife corridor and buffers, the Hull Swamp canal, and the Little Tomoka River and its associated buffer, shall be regarded as preservation areas for the purpose of protecting their natural attributes. These areas may be used for minor walkways and their appurtenances or for the road crossings of the canal. Other construction, vegetation removal, fencing, mowing or development activities which would reduce the effectiveness or character of these buffers shall not be allowed. These areas are identified in the Revised Conceptual Development Plan attached hereto as Exhibit "C" Revised. The portions in Ormond Beach may be conveyed in perpetuity to an appropriate public agency or to an HOA, provided that there is a conservation easement that would enable the City to enforce covenants and restrictions. Any Association formed to preserve, maintain and supervise the wetlands on-site shall only be empowered to the extent of the conditions of approval of the development order and shall work cooperatively with all public agencies. In the event of any conflict between this Condition, or Condition 15.3, and Condition 3.5, the provisions of Condition 3.5 shall control.

P. That Exhibit C to the Special Conditions incorporated into the said Amended Final Order be and the same is hereby deleted and replaced with Exhibit C Revised, a copy being attached hereto and incorporated herein by reference.

Q. That Exhibit D to the Special Conditions incorporated into the said Amended Final Order be and the same is hereby deleted and replaced with Exhibit D Revised, a copy being attached hereto

FOR PAGE
3739 1908
VOLUSIA CO., FL

and incorporated herein by reference.

R. That Exhibit E to the Special Conditions incorporated into the said Amended Final Order be and the same is hereby deleted and replaced with Exhibit E Revised, Dated December 1, 1991, a copy being attached hereto and incorporated herein by reference.

S. That Exhibit F to the Special Conditions incorporated into the said Amended Final Order be and the same is hereby deleted and replaced with Exhibit F Revised, Dated December 1, 1991, a copy being attached hereto and incorporated herein by reference.

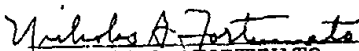
T. That the final design for the cluster neighborhood shall address the impact of having a through street providing access to the new church site, recreational facilities and Airport Road, with the through street being designed to City standards for the average daily traffic projected to utilize such street.

U. That, except as otherwise amended hereby, the said Amended Final Order be and the same is hereby ratified and confirmed.

V. That the Developer, FLORIDA-GEORGIA VENTURE GROUP, shall forthwith, and at its expense, record in the public records of Volusia County, Florida, the Notice required by Section 380.06(15)(f), Florida Statutes (1991).

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3739 1909
VOLusia CO., FL

ORDERED in Chambers at the Ormond Beach City Hall this the
7th day of April, 1992.


NICHOLAS A. FORTUNATO
Mayor

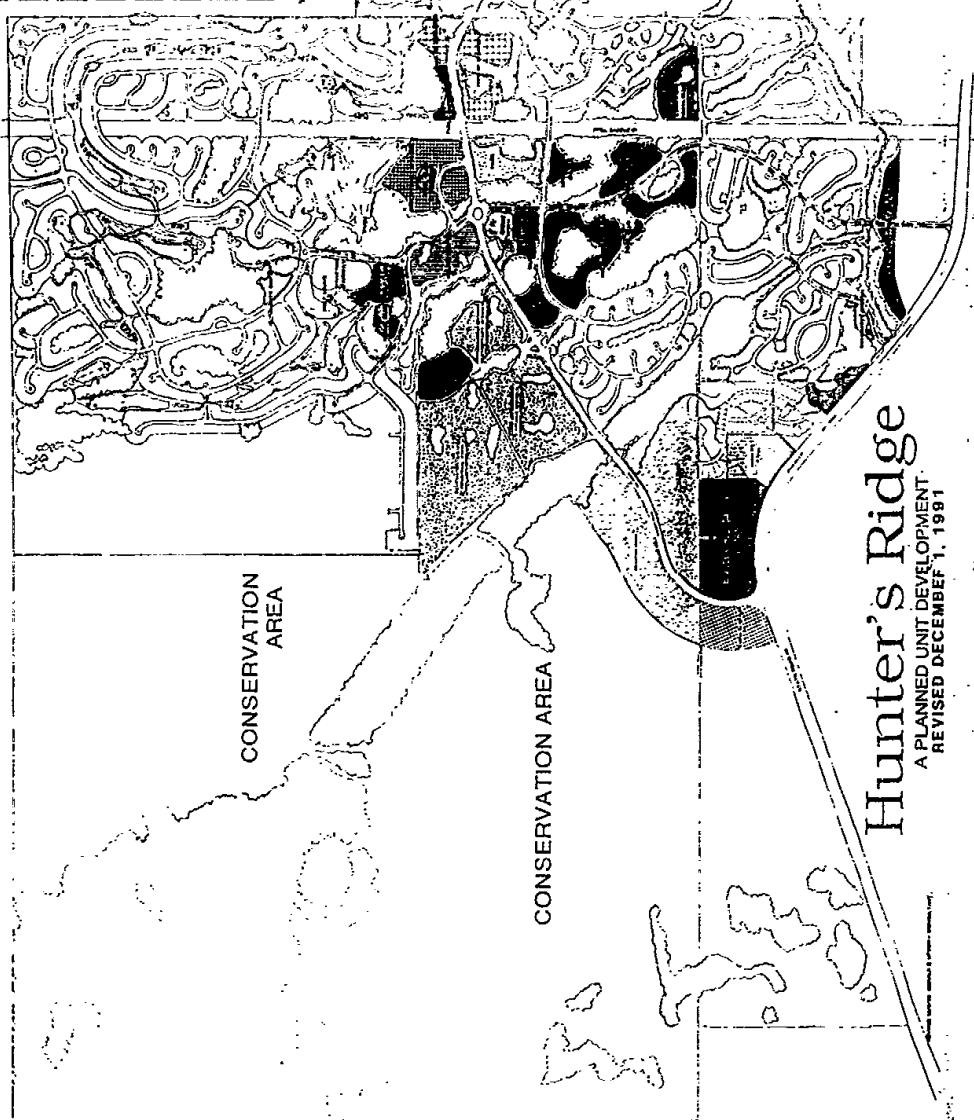
ATTEST:


MARIAN A. MAXWELL
City Clerk

EXHIBIT "C" *Renss*

LEGEND

-  VILLAGE RETAIL OFFICE
-  PARK OF COMMERCIAL USE
-  RECREATIONAL FACILITIES
-  PARKS & SCHOOLS
-  WETLAND CONSERVATION
-  SINGLE FAMILY RESIDENTIAL
-  MULTI-FAMILY RESIDENTIAL
-  MULTI-FAMILY RESIDENTIAL



Hunter's Ridge

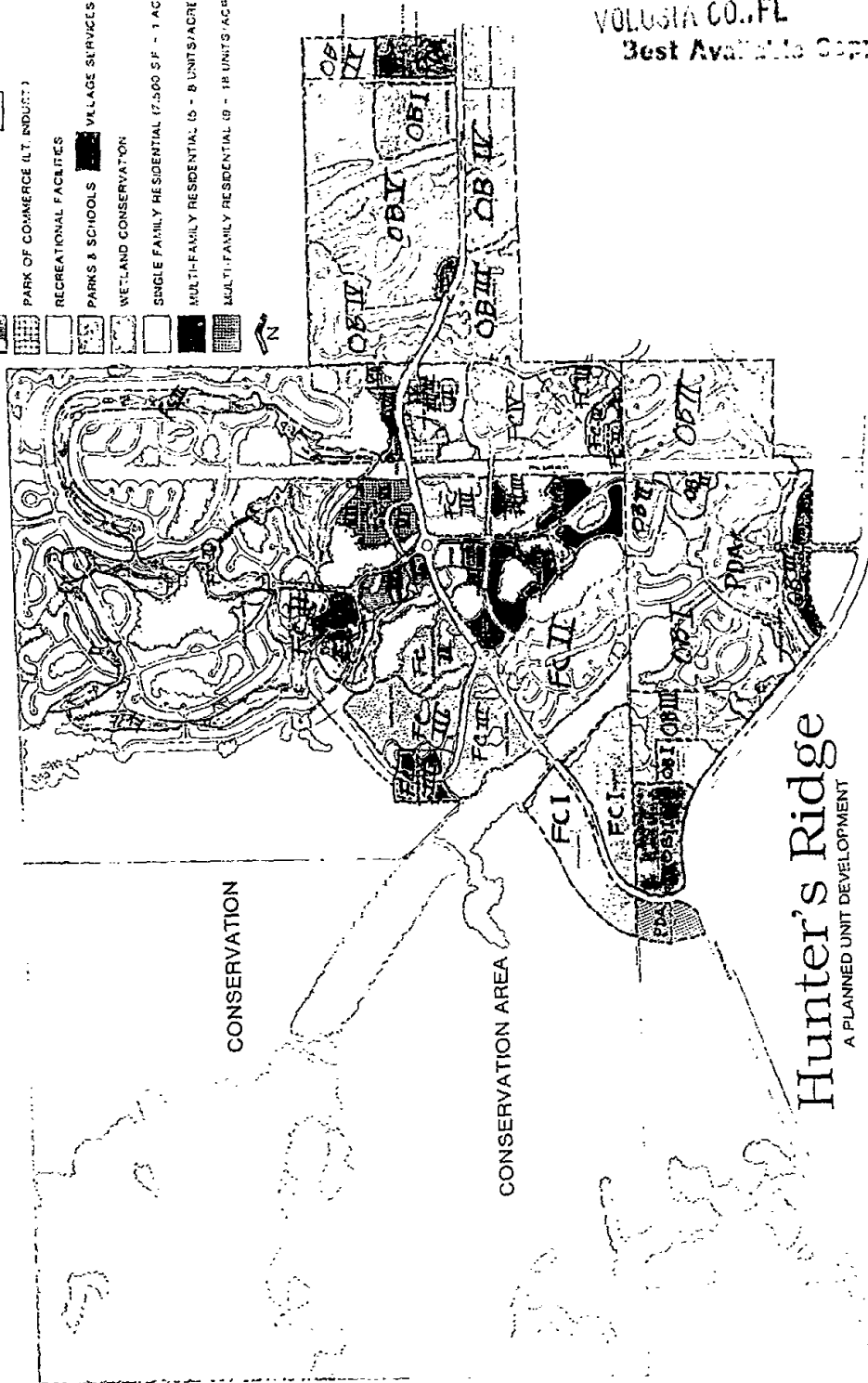
A PLANNED UNIT DEVELOPMENT
REVISED DECEMBER 1, 1991

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VOLUNTA CO., FL
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QUEST

	VILLAGE RETAIL OFFICE		VILLAGE OFFICE
	PARK OF COMMERCE (L.T. INDUSTRIAL)		VILLAGE SERVICES
	RECREATIONAL FACILITIES		PARKS & SCHOOLS
	WETLAND CONSERVATION		SINGLE FAMILY RESIDENTIAL (7,500 S.F. - 1 ACRE)
	MULTI-FAMILY RESIDENTIAL (5 - 8 UNITS/ACRE)		MULTI-FAMILY RESIDENTIAL (9 - 18 UNITS/ACRE)

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Hunter's Ridge

DEVELOPMENT PHASING MAP
REVISED DECEMBER 1, 1991

EXHIBIT "E" REVISED

HUNTER'S RIDGE LAND USE - REVISED 12/1/91

LAND USE	ORMOND BEACH	FLAGLER COUNTY	COMBINED TOTALS	%
Village Retail Office	0.00	11.61	11.61	0.42%
Village Office	0.00	5.71	5.71	0.21%
Light Industrial	0.00	16.68	16.68	0.60%
Village Services/Recreational	* 204.55	197.16	401.73	14.50%
Parks & Schools	80.61	90.89	121.50	4.39%
Multi-Family Residential (with Upland Buffer)	14.51	64.52	79.03	2.85%
Wetlands	174.54	259.34	433.88	15.66%
Roads, Drainage, Retention	110.95	146.93	257.88	9.31%
Lakes	28.65	52.90	81.55	2.94%
Golf Course	0.00	130.00	130.00	4.69%
FP&L Easement	17.32	57.25	74.57	2.69%
Single Family Residential (with Upland Buffer) *	328.87	827.61	1,156.48	41.74%
TOTAL ACREAGE	910.00	1,860.62	2,770.62	100.00%

* REVISED

LAND USE	ORIGINAL	REVISED	CHANGED	%
Village Retail Office	85.20	11.61	-23.59	-67.02%
Village Office	41.20	5.71	-35.49	-86.14%
Light Industrial	30.80	16.68	-14.12	-45.84%
Village Services/Recreational	164.00	* 400.68	236.68	144.32%
Parks & Schools	144.50	121.50	-23.00	-15.92%
Multi-Family Residential w/o Upland Buffers	191.00	64.03	-126.97	-66.48%
Single Family Residential w/o Upland Buffers	1,717.00	* 967.05	-749.95	-43.68%
Upland Buffers	644.00	199.98	-444.02	-68.95%
Wetlands	1,416.00	433.88	-982.12	-69.36%
Roads, Drainage, Golf Course, Retention, etc.	653.30	* 549.50	-103.80	-15.89%
TOTAL ACREAGE	5,037.00	2,770.62	-2,266.38	-44.99%

* REVISED

USE	EMPLOYMENT ESTIMATES*			
	ACRES	SQ. FT.	KSF	EMPLOYEES
Village Retail/Office (40% Office)	4.64	64,960	4/KSF	260
Village Retail/Office (60% Retail)	6.97	97,500	2.5/KSF	244
Village Office	5.71	79,940	4/KSF	320
Light Industrial/Office Warehouse	16.68	233,520	1.8/KSF	420
Golf & Tennis Club	N/A	N/A	AVERAGES	60
TOTAL EMPLOYEES				1,304

UNIT TYPE	FAMILY SIZE	DWELLING UNITS		POPULATION TOTALS
		ORMOND	FLAGLER	
Single Family	2.95	932	1237	6396
Multi-Family:				
(a) Townhouses & Villas	2.7	50	245	797
(b) Apartments & Condo's	2.1	0	220	462
TOTALS		982	1702	7657
GROSS DWELLING UNITS PER ACRE		1.08	0.91	AVG .97 DUA

*Employment Estimates are Based on the Following Source:

ITE Trip Generation, 4th Edition

- Village Office (40% of Village Retail/Office)
14,000 Square Feet of Building per Acre
4 Employees per KSF
- Village Retail (60% of Village Retail/Office)
10,000 Square Feet of Building per Acre
2.5 Employees per KSF
- Village Office
14,000 Square Feet of Building per Acre
4 Employees per KSF
- Light Industrial/Office Warehouse
14,000 Square Feet of Building per Acre
1.8 Employees per KSF

NOTE: SUBSTANTIAL DEVIATION LAND AREA IN FLAGLER COUNTY IS
1004 ACRES WITH 949 DWELLING UNITS OR A GROSS DENSITY
OF .945 DWELLING UNITS PER ACRE.

3739 1912
VOLUME CO. FL
PAGE

EXHIBIT "F" Revised

REVISED DEVELOPMENT SCHEDULE DECEMBER 1, 1991

ORMOND BEACH			FLAGLER COUNTY		
YEAR	PHASE	DESCRIPTION	YEAR	PHASE	DESCRIPTION
Present	PDA	108 Single Family Dwelling Units Deed: Airport Road R.O.V. Deed: Regional Water & Sewer Plant Sites Deed: Easement (Hudson Well Field)	Present	PDA	Deed: Airport Road R.O.V.
1 AND 2	OB-I	155 Single Family Dwelling Units Deed: City Rec. Park Site-State Road 40 Deed: Middle School Site	1 AND 2	FC-I	Start Equestrian Center & Polo Fields
3 AND 4	OB-II	153 Single Family Dwelling Units Construct Airport Rd. from East to West City Limits Deed Public Safety Site - Airport Road	3 AND 4	FC-II	100 Multi-Family Dwelling Units Construct Main Blvd to Airport Road Construct Airport Rd. from Elm School East to City of OB Light Industry 50,000 Square Feet Deed Elementary School Site Deed Public Safety Site Construct 4 Tennis Courts Village Center (15,000 Square Feet - Retail) Start Clearing for Golf Course
5	OB-III	146 Single Family Dwelling Units 50 Multi-Family Dwelling Units	5	FC-III	Complete Golf Course Deed Community Recreation Park Light Industry 25,000 Square Feet Day Care Facility Deed Middle School Site Complete Airport Road to State Road 40 Deed Maintenance Yard Site Deed Regional Park Site 89 Single Family Dwelling Units 30 Multi-Family Dwelling Units Village Center Office 15,000 Square Feet
6 AND 7	OB-IV	Church Site - State Road 40 Deed City Recreation Park - Airport Road 200 Single Family Dwelling Units	6 AND 7	FC-IV	Light Industry 25,000 Square Feet 105 Single Family Dwelling Units Church Site Complete Tennis Club Library Village Office 20,000 Square Feet
8 AND 9	OB-V	170 Single Family Dwelling Units	8 AND 9	FC-V	Light Industry 25,000 Square Feet 166 Single Family Dwelling Units 55 Multi-Family Dwelling Units
			10	FC-VI	120 Multi-Family Dwelling Units 28 Single Family Dwelling Units Village Center Retail 30,000 Square Feet Village Center Office 20,000 Square Feet Light Industry 25,000 Square Feet
			11	FC-VII	60 Multi-Family Dwelling Units Light Industry 25,000 Square Feet Village Office 20,000 Square Feet
SUBSTANTIAL DEVIATION REQUEST IS REQUIRED FOR FUTURE PHASES					
			12	FC-VIII	Light Industry 30,000 Square Feet 100 Multi-Family Dwelling Units Village Office 20,000 Square Feet 150 Single Family Dwelling Units
			13	FC-IX	Village Center Retail 52,580 Square Feet Light Industry 20,520 Square Feet Village Center Office 29,960 Square Feet 250 Single Family Dwelling Units
			14	FC-X	250 Single Family Dwelling Units Village Office 19,940 Square Feet
			15	FC-XI	199 Single Family Dwelling Units

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VOLUSIA CO. FL

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VOLUSIA CO., FL

RESOLUTION NO. 92 - 68

A RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A FIRST AMENDMENT TO THE DEVELOPMENT ORDER FOR THE "HUNTER'S RIDGE" DEVELOPMENT OF REGIONAL IMPACT; SETTING FORTH AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA:

SECTION ONE. That the City Commission of the City of Ormond Beach, Florida, hereby approves that First Amendment to Amended Final Order, a copy of which is attached hereto and incorporated herein by reference, and hereby further authorizes the Mayor and the City Clerk to execute and issue the same.

SECTION TWO. That this Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED, this 7th day of April, 1992.

Nicholas A. Fortunato
NICHOLAS A. FORTUNATO
Mayor

ATTEST:

Marian A. Maxwell
MARIAN A. MAXWELL
City Clerk

NOTE: Re-recorded to reflect corrected Development Phasing Map

085498

FILED FOR RECORD
RECORD VERIFIED

92 APR 25 AM 9:10

CLERK OF THE CIRCUIT
& COUNTY VOLUSIA CO., FL.

050746

FILED FOR RECORD
RECORD VERIFIED

92 APR 29 AM 10:33

CLERK OF THE CIRCUIT
& COUNTY VOLUSIA CO., FL.

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3754	1693	3739	1899
VOLUSIA CO. FL.		VOLUSIA CO..FL	

BEFORE THE
CITY COMMISSION
OF THE
CITY OF ORMOND BEACH, FLORIDA

IN RE: "Hunter's Ridge"
Development of Regional Impact

FIRST AMENDMENT TO
AMENDED FINAL ORDER

This matter having come on for hearing before the City Commission of the City of Ormond Beach, Florida, upon the request by the Developer, **FLORIDA-GEORGIA VENTURE GROUP**, for approval of a proposed change to that Amended Final Order heretofore entered by the Florida Land and Water Adjudicatory Commission, the City Commission finds as follows:

1. That, on May 28, 1991, the Florida Land and Water Adjudicatory Commission adopted an Amended Final Order granting the Application for Development Approval for the "Hunter's Ridge" development of regional impact.

2. That a "Notice of Adoption of Development Order Pursuant to Florida Statutes Section 380.06(15)(f)" was recorded by the Florida-Georgia Venture Group on October 1, 1991, in Official Records Book 3696 at Pages 1640 through 1745, inclusive, of the Public Records of Volusia County, Florida.

3. That, in accordance with Section 380.06(19)(f), Florida Statutes (1991), and Rule 9J-2.010(1)(h), Florida Administrative Code, the **FLORIDA-GEORGIA VENTURE GROUP** did submit simultaneously to the City, to Flagler County, to the East Central Florida Regional Planning Council, to the Northeast Florida Regional

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VOLUSIA CO. FL		VOLUSIA CO., FL	

Planning Council, and to the Florida Department of Community Affairs, a request for approval of proposed changes to the said Amended Final Order.

4. That the FLORIDA-GEORGIA VENTURE GROUP has asserted that the proposed changes do not create a substantial deviation requiring further development of regional impact review.

5. That the City has given the required notice and scheduled and conducted a public hearing to consider the proposed changes.

6. That the East Central Florida Regional Planning Council has expressed the opinion "that the changes proposed do not result in an automatic substantial deviation determination pursuant to the threshold criteria of section 380.06(19)(b), Florida Statutes, nor is it expected that it will cause new or increased impacts to regional resources or facilities when considered independently or cumulatively with prior project changes," and has recommended against submitting the proposed changes for additional regional review by the Council.

7. That after giving consideration to the provisions of paragraphs (a) and (e) of Section 380.06(19), Florida Statutes (1991), the thresholds set forth in paragraph (b) of Section 380.06(19), Florida Statutes (1991), and the presumptions set forth in paragraphs (c) and (d) and subparagraphs (e)(1) and (e)(3) of Section 380.06(19), Florida Statutes (1991), the City Commission determines that the proposed changes do not require further

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development of regional impact review.

Thereupon and in consideration thereof, it is ORDERED:

A. That Subparagraph 3.7 of the Special Conditions incorporated into the said Amended Final Order be and the same is hereby amended to read as follows:

3.7 In addition to the requirements of Condition 3.5, the on-site wetlands systems of Hull Swamp and its associated upland wildlife corridor and buffers, the Hull Swamp canal, and the Little Tomoka River and its associated buffer, shall be regarded as preservation areas for the purpose of protecting their natural attributes. These areas may be used for minor walkways and their appurtenances or for the road crossings of the canal. Other construction, vegetation removal, fencing, mowing or development activities which would reduce the effectiveness or character of these buffers shall not be allowed. These areas are identified in the revised Conceptual Development Plan attached hereto as Exhibit "C" Revised. The portions in Ormond Beach may be conveyed in perpetuity to an appropriate public agency or to an HOA, that there is a conservation easement that would enable the City to enforce covenants and restrictions. Any Association formed to preserve, maintain and supervise the wetlands on-site shall only be empowered to the extent of the conditions of approval of the development order and shall work cooperatively with all public agencies. In the event of any conflict between this Condition, or Condition 3.8, and Condition 3.5, the provisions of Condition 3.5 shall control.

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VOLUSIA CO. FL		VOLUSIA CO. FL	

B. That Subparagraph 11.14 of the Special Conditions incorporated into the said Amended Final Order be and the same is hereby amended to read as follows:

11.14 In addition to the regional transportation conditions set forth in the preceding paragraphs, the following conditions shall be observed prior to the recording of any plats or requesting any development approvals in Ormond Beach, other than for public improvements and infrastructure for the project phases described in the attached Exhibits "D" Revised, dated December 1, 1991 and Exhibit "F" Revised, dated December 1, 1991.

C. That Subparagraph 12.1(E) of the Special Conditions incorporated into the said Amended Final Order be and the same is hereby amended to read as follows:

E. The revised conceptual development plan dated December 1, 1991, hereby is incorporated as Exhibit "C" Revised and shall be generally adhered to with regard to land uses and road patterns.

D. That Subparagraph 12.1(F) of the Special Conditions incorporated into the said Amended Final Order be and the same is hereby amended to read as follows:

F. The revised phasing map dated December 1, 1991, hereby is incorporated as Exhibit "D" Revised and, along with Exhibit "F" Revised dated December 1, 1991 shall be generally adhered to with regard to phasing of the project.

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E. That Subparagraph 12.1(G) of the Special Conditions incorporated into the said Amended Final Order be and the same is hereby amended to read as follows:

G. The revised table of land uses dated December 1, 1991, hereby is incorporated as Exhibit "E" Revised and shall be generally adhered to with regard to land use designation, numbers of dwelling units and density.

F. That Subparagraph 12.1(H) of the Special Conditions incorporated into the said Amended Final Order be and the same is hereby amended to read as follows:

H. The revised development phasing schedule dated December 1, 1991, hereby is incorporated as Exhibit "F" Revised and along with Exhibit "D" Revised shall be generally adhered to with regard to phasing of the project. The phasing schedule in the City may be altered without a substantial deviation review pursuant to Section 380.06(19), Florida Statutes, if the Applicant and the City agreed to the revised phasing proposal.

G. That Subparagraph 12.2 of the Special Conditions incorporated into the said Amended Final Order be and the same is hereby amended to read as follows:

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12.2 The Drmond Beach portion of the project shall consist of no more than a total of 932 single family units and 50 multi-family units including but not limited to patio, cluster or town house units. Any deviation from the number of residential lots or their locations, which deviation results in larger lot sizes and lower densities shall be permitted. Areas generally depicted on Exhibit "C" Revised as single family residential may be developed to include patio or cluster type lots ("zero-lot-line" lots) provided there is no increase in overall density. However, changes resulting in smaller lot sizes or higher densities shall require an amendment to this development order in accordance with applicable law.

H. That Subparagraph 12.12 of the Special Conditions incorporated into the said Amended Final Order be and the same is hereby amended to read as follows:

12.12 Application for approval shall be filed in accordance with the Planned Residential Unit Development (PRD) ~~(PUD)~~ procedures provided by the City's land development regulations, currently located in Section 10.04 ~~700.00//R/S~~ Residential/Suburban/District of the City's Land Development Code ~~Zoning/Ordinance~~. The PRD ~~PUD~~ shall be of such size and shape as to be essentially freestanding with regard to traffic circulation and emergency access; utilities, recreation and open space; drainage, detention and retention; other public and HOA infrastructure and proximity to existing development and infrastructure. The limits of the PRD ~~PUD~~ shall generally not exceed the limits of any development phase as identified on Exhibit "C" Revised hereto. PRD ~~PUD~~ submittals may be accompanied by one or more preliminary plats, each freestanding with regard to the above criteria and containing no more than 250 units.

I. That Subparagraph 13.12 of the Special Conditions

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incorporated into the said Amended Final Order be and the same is hereby amended to read as follows:

13.12 The City shall reconvey to the Applicant the lands heretofore conveyed to it for use as a water treatment plant site and for that portion of Airport Road south of the Flagler County Line, in exchange for the Applicant's conveyance of the relocated water treatment plant site and the relocated said portion of Airport Road, as shown on the revised conceptual development plan (Exhibit "C" Revised) dated December 1, 1991.

J. That Subparagraph 14.1(E) of the Special Conditions incorporated into the said Amended Final Order be and the same is hereby amended to read as follows:

E. The revised conceptual development plan dated December 1, 1991, hereby is incorporated as Exhibit "C" Revised and shall be generally adhered to with regard to land uses and road patterns.

K. That Subparagraph 14.1(F) of the Special Conditions incorporated into the said Amended Final Order be and the same is hereby amended to read as follows:

F. The revised phasing map dated December 1, 1991, hereby is incorporated as Exhibit "D" Revised and, along with Exhibit "F" Revised dated December 1, 1991, shall be generally adhered to with regard to phasing of the project.

L. That Subparagraph 14.1(G) of the Special Conditions incorporated into the said Amended Final Order be and the same is

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hereby amended to read as follows:

G. The revised table of land uses dated December 1, 1991, hereby is incorporated as Exhibit "E" Revised and shall generally adhered to with regard to land use designations, numbers of dwelling units and density.

M. That Subparagraph 14.1(H) of the Special Conditions incorporated into the said Amended Final Order be and the same is hereby amended to read as follows:

H. The revised development phasing schedule dated December 1, 1991, hereby is incorporated as Exhibit "F" Revised and along with Exhibit "D" Revised dated December 1, 1991, shall be generally adhered to with regard to phasing of the project.

N. That Subparagraph 14.2 of the Special Conditions incorporated into the said Amended Final Order be and the same is hereby amended to read as follows:

14.2 The Ormond Beach portion of the project shall consist of no more than a total of 932 single family units, 50 multi-family units including, but not limited to patio, cluster or town house units. Any deviation from the number of residential lots or their locations, which deviation results in larger lot sizes and lower densities shall be permitted. Areas generally depicted on Exhibit "C" Revised as single family residential, may be developed to include patio or cluster type lots ("zero-lot-line" lots) provided there is no increase in overall density. However, changes resulting in smaller lots sizes or higher densities shall require and amendment to this development order in accordance with applicable law

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3754 1701
VOLUSIA CO. FL

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O. That Subparagraph 15.2 of the Special Conditions incorporated into the said Amended Final Order be and the same is hereby amended to read as follows:

15.2 In addition to the requirements of Condition 3.5, the on-site wetlands systems of Hull Swamp and its associated upland wildlife corridor and buffers, the Hull Swamp canal, and the Little Tomoka River and its associated buffer, shall be regarded as preservation areas for the purpose of protecting their natural attributes. These areas may be used for minor walkways and their appurtenances or for the road crossings of the canal. Other construction, vegetation removal, fencing, mowing or development activities which would reduce the effectiveness or character of these buffers shall not be allowed. These areas are identified in the Revised Conceptual Development Plan attached hereto as Exhibit "C" Revised. The portions in Ormond Beach may be conveyed in perpetuity to an appropriate public agency or to an HOA, provided that there is a conservation easement that would enable the City to enforce covenants and restrictions. Any Association formed to preserve, maintain and supervise the wetlands on-site shall only be empowered to the extent of the conditions of approval of the development order and shall work cooperatively with all public agencies. In the event of any conflict between this Condition, or Condition 15.3, and Condition 3.5, the provisions of Condition 3.5 shall control.

P. That Exhibit C to the Special Conditions incorporated into the said Amended Final Order be and the same is hereby deleted and replaced with Exhibit C Revised, a copy being attached hereto and incorporated herein by reference.

Q. That Exhibit D to the Special Conditions incorporated into the said Amended Final Order be and the same is hereby deleted and replaced with Exhibit D Revised, a copy being attached hereto

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and incorporated herein by reference.

R. That Exhibit E to the Special Conditions incorporated into the said Amended Final Order be and the same is hereby deleted and replaced with Exhibit E Revised, Dated December 1, 1991, a copy being attached hereto and incorporated herein by reference.

S. That Exhibit F to the Special Conditions incorporated into the said Amended Final Order be and the same is hereby deleted and replaced with Exhibit F Revised, Dated December 1, 1991, a copy being attached hereto and incorporated herein by reference.

T. That the final design for the cluster neighborhood shall address the impact of having a through street providing access to the new church site, recreational facilities and Airport Road, with the through street being designed to City standards for the average daily traffic projected to utilize such street.

U. That, except as otherwise amended hereby, the said Amended Final Order be and the same is hereby ratified and confirmed.

V. That the Developer, FLORIDA-GEORGIA VENTURE GROUP, shall forthwith, and at its expense, record in the public records of Volusia County, Florida, the Notice required by Section 380.06(15)(f), Florida Statutes (1991).

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VOLUSIA CO. FL

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3739 1909
VOLUSIA CO..FL

ORDERED in Chambers at the Ormond Beach City Hall this the
7th day of April, 1992.


NICHOLAS A. FORTUNATO
Mayor

ATTEST:

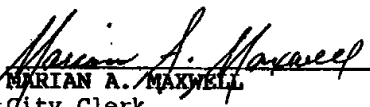
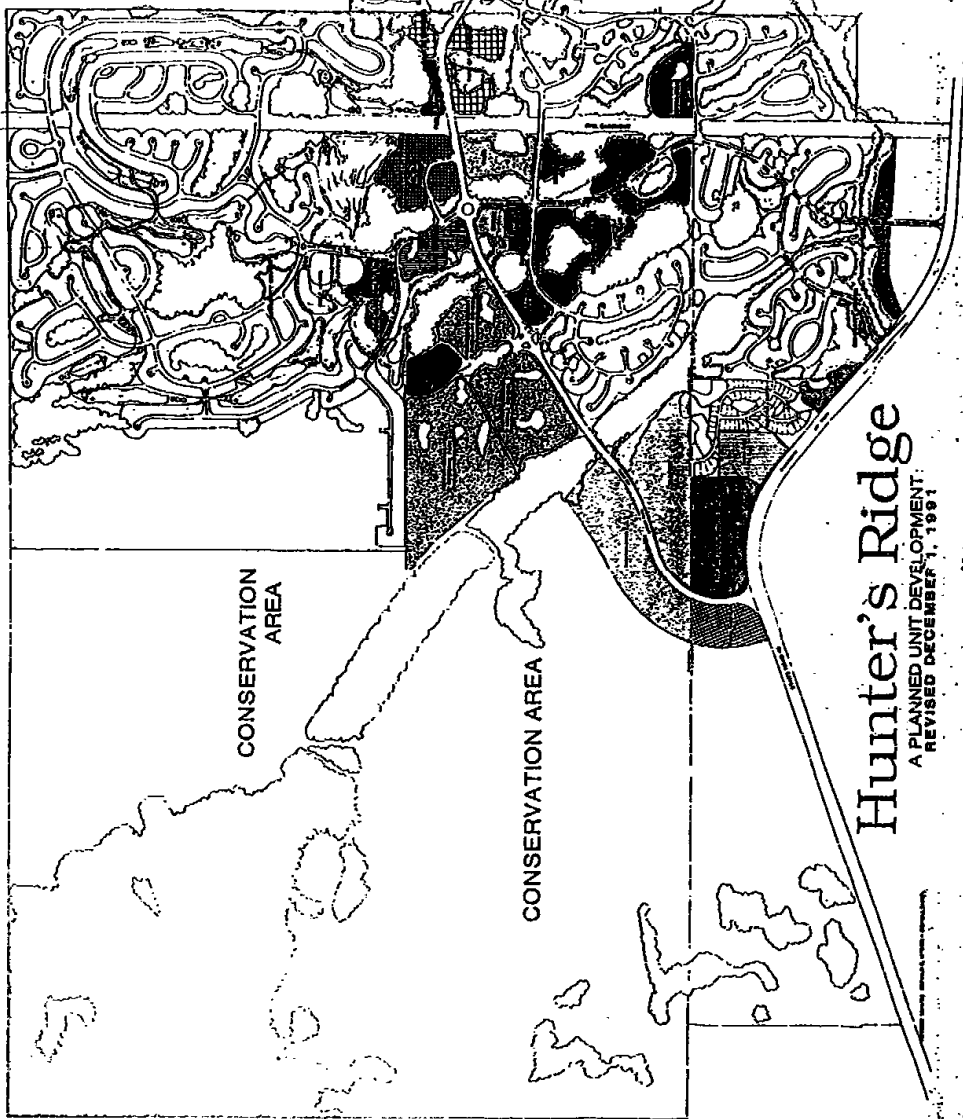

MARIAN A. MAXWELL
City Clerk

EXHIBIT "C" *Renss*

- LEGEND
- VILLAGE RETAIL OFFICE
 - PARK OF COMMERCE (LT. INDUST.)
 - RECREATIONAL FACILITIES
 - PARKS & SCHOOLS
 - WETLAND CONSERVATION
 - SINGLE FAMILY RESIDENTIAL (7,500 SQ. FT. - 1 ACRE)
 - MULTI-FAMILY RESIDENTIAL (5 - 4 UNITS/ACRE)
 - MULTI-FAMILY RESIDENTIAL (9 - 18 UNITS/ACRE)
 - VILLAGE OFFICE
 - VILLAGE SERVICES



BOOK 3739 1910
VOLUSIA CO., FL
Best Available Copy

BOOK 3754 1704
VOLUSIA CO., FL

Hunter's Ridge

A PLANNED UNIT DEVELOPMENT
REVISED DECEMBER 1, 1991

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VOLUSIA CO. FL

CONSERVATION AREA

CONSERVATION AREA

Hunter's Ridge

A PLANNED UNIT DEVELOPMENT
REVISED DECEMBER 11, 1991

DEVELOPMENT PHASING MAP

- LEGEND
- VILLAGE RETAIL OFFICE
 - VILLAGE OFFICE
 - PARK OF COMMERCE & INDUSTRY
 - RECREATIONAL FACILITIES
 - PARKS & SCHOOLS
 - VILLAGE SERVICES
 - WETLAND CONSERVATION
 - SINGLE FAMILY RESIDENTIAL (7,500 S.F. - 1 ACRE)
 - MULTI-FAMILY RESIDENTIAL (5 - 8 UNITS/ACRE)
 - MULTI-FAMILY RESIDENTIAL (9 - 18 UNITS/ACRE)

- POA
- SUBSTANTIAL DEVIATION AREA
 - OS-I & FC-I
 - OS-II & FC-II
 - OS-III & FC-III
 - OS-IV & FC-IV
 - OS-V & FC-V
 - FC-VI
 - FC-VII

EXHIBIT "E" REVISED

HUNTER'S RIDGE LAND USE - REVISED 12/1/91

LAND USE	ORMOND BEACH	FLAGLER COUNTY	COMBINED TOTALS	%
Village Retail Office	0.00	11.61	11.61	0.42%
Village Office	0.00	5.71	5.71	0.21%
Light Industrial	0.00	16.68	16.68	0.60%
Village Services/Recreational	* 204.53	197.18	401.73	14.50%
Parks & Schools	30.61	90.89	121.50	4.39%
Multi-Family Residential (with Upland Buffer)	14.51	64.52	79.03	2.85%
Wetlands	174.54	259.24	433.88	15.66%
Roads, Drainage, Retention	110.95	146.93	257.88	9.31%
Lakes	29.65	52.90	81.55	2.94%
Golf Course	0.00	130.00	130.00	4.69%
FP&L Easement	17.32	57.25	74.57	2.69%
Single Family Residential (with Upland Buffer) *	328.87	827.61	1,156.48	41.74%
TOTAL ACREAGE	910.00	1,860.62	2,770.62	100.00%

* REVISED

LAND USE	ORIGINAL	REVISED	CHANGED	%
Village Retail/Office	35.20	11.61	-23.59	-67.02%
Village Office	41.20	5.71	-35.49	-86.14%
Light Industrial	30.80	16.68	-14.12	-45.84%
Village Services/Recreational	164.00	* 400.68	236.68	144.32%
Parks & Schools	144.50	121.50	-23.00	-15.92%
Multi-Family Residential w/o Upland Buffers	191.00	64.03	-126.97	-66.48%
Single Family Residential w/o Upland Buffers	1,717.00	* 967.05	-749.95	-43.68%
Upland Buffers	644.00	199.98	-444.02	-68.95%
Wetlands	1,416.00	433.88	-982.12	-69.36%
Roads, Drainage, Golf Course, Retention, etc.	653.30	* 549.50	-103.80	-15.89%
TOTAL ACREAGE	5,057.00	2,770.62	-2,286.38	-44.99%

* REVISED

USE	EMPLOYMENT ESTIMATES*			
	ACRES	SQ. FT.	KSF	EMPLOYEES
Village Retail/Office (40% Office)	4.64	64,960	4/KSF	260
Village Retail/Office (60% Retail)	6.97	97,580	2.5/KSF	244
Village Office	5.71	79,940	4/KSF	320
Light Industrial/Office Warehouse	16.68	233,520	1.8/KSF	420
Golf & Tennis Club	N/A	N/A	AVERAGES	60
TOTAL EMPLOYEES				1,304

UNIT TYPE	FAMILY SIZE	DWELLING UNITS		POPULATION TOTALS
		ORMOND	FLAGLER	
Single Family	2.95	932	1237	6398
Multi-Family:				
(a) Townhouses & Villas	2.7	50	245	797
(b) Apartments & Condos	2.1	0	220	462
TOTALS		982	1702	7657
GROSS DWELLING UNITS PER ACRE		1.08	0.91	AVG .97 DUA

*Employment Estimates are Based on the Following Source:
ITE Trip Generation, 4th Edition

1. Village Office (40% of Village Retail/Office)
14,000 Square Feet of Building per Acre
4 Employees per KSF
2. Village Retail (60% of Village Retail/Office)
10,000 Square Feet of Building per Acre
2.5 Employees per KSF
3. Village Office
14,000 Square Feet of Building per Acre
4 Employees per KSF
4. Light Industrial/Office Warehouse
14,000 Square Feet of Building per Acre
1.8 Employees per KSF

NOTE: SUBSTANTIAL DEVIATION LAND AREA IN FLAGLER COUNTY IS
1004 ACRES WITH 949 DWELLING UNITS OR A GROSS DENSITY
OF .945 DWELLING UNITS PER ACRE.

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VOLUSIA CO., FL VOLUSIA CO., FL

EXHIBIT 'F' REVISED

REVISED DEVELOPMENT SCHEDULE DECEMBER 1, 1991

ORMOND BEACH			FLAGLER COUNTY		
YEAR	PHASE	DESCRIPTION	YEAR	PHASE	DESCRIPTION
Present	PDA	108 Single Family Dwelling Units Deed: Airport Road R.O.V. Deed: Regional Water & Sewer Plant Sites Deed: Easement (Hudson Vail Field)	Present	PDA	Deed: Airport Road R.O.V.
1 AND 2	OB-I	155 Single Family Dwelling Units Deed: City Rec. Park Site-State Road 40 Deed: Middle School Site	1 AND 2	FC-I	Start Equestrian Center & Polo Fields
3 AND 4	OB-II	153 Single Family Dwelling Units Construct Airport Rd. from East to West City Limits Deed Public Safety Site - Airport Road	3 AND 4	FC-II	100 Multi-Family Dwelling Units Construct Main Blvd to Airport Road Construct Airport Rd. from Elm School East to City of OB Light Industry 50,000 Square Feet Deed Elementary School Site Deed Public Safety Site Construct 4 Tennis Courts Village Center (15,000 Square Feet - Retail) Start Clearing for Golf Course
5	OB-III	146 Single Family Dwelling Units 50 Multi-Family Dwelling Units	5	FC-III	Complete Golf Course Deed Community Recreation Park Light Industry 25,000 Square Feet Day Care Facility Deed Middle School Site Complete Airport Road to State Road 40 Deed Maintenance Yard Site Deed Regional Park Site 89 Single Family Dwelling Units 30 Multi-Family Dwelling Units Village Center Office 15,000 Square Feet
6 AND 7	OB-IV	Church Site - State Road 40 Deed City Recreation Park - Airport Road 200 Single Family Dwelling Units	6 AND 7	FC-IV	Light Industry 25,000 Square Feet 105 Single Family Dwelling Units Church Site Complete Tennis Club Library Village Office 20,000 Square Feet
8 AND 9	OB-V	170 Single Family Dwelling Units	8 AND 9	FC-V	Light Industry 25,000 Square Feet 166 Single Family Dwelling Units 53 Multi-Family Dwelling Units
			10	FC-VI	120 Multi-Family Dwelling Units 28 Single Family Dwelling Units Village Center Retail 30,000 Square Feet Village Center Office 20,000 Square Feet Light Industry 25,000 Square Feet
			11	FC-VII	60 Multi-Family Dwelling Units Light Industry 25,000 Square Feet Village Office 20,000 Square Feet
SUBSTANTIAL DEVIATION REQUEST IS REQUIRED FOR FUTURE PHASES					
			12	FC-VIII	Light Industry 30,000 Square Feet 100 Multi-Family Dwelling Units Village Office 20,000 Square Feet 150 Single Family Dwelling Units
			13	FC-IX	Village Center Retail 52,500 Square Feet Light Industry 28,520 Square Feet Village Center Office 29,960 Square Feet 250 Single Family Dwelling Units
			14	FC-X	250 Single Family Dwelling Units Village Office 19,940 Square Feet
			15	FC-XI	199 Single Family Dwelling Units

Page 1

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050746

This Instrument Prepared By:
Harold C. Hubka, Esquire
BLACK, CROTTY, SIMS, HUBKA,
BURNETT, BIRCH & SAMUELS
Post Office Box 265669
Daytona Beach, FL 32126-5669
(904) 253-8195

12/10/1996 11:35
Instrument # 96208966
Book: 4160
Page: 4280

Grantee City's Tax I.D. #: 59-1600398

Grantee District's Tax I.D.#: _____

WARRANTY DEED

THIS WARRANTY DEED is made this 22nd day of November, 1996, by
GEORGIA-PACIFIC INVESTMENT COMPANY, an Oregon corporation, 133 Peachtree
Street, N.E., Atlanta, GA 30303 (hereinafter the "Grantor") and delivered to the **CITY
OF ORMOND BEACH, FLORIDA**, a Florida municipal corporation, Post Office Box 277,
Ormond Beach, FL 32175-0277 and the **ST. JOHNS RIVER WATER MANAGEMENT
DISTRICT**, Post Office Box 1429, Palatka, FL 32178-1429 (hereinafter the City of
Ormond Beach, Florida and the St. Johns River Water Management District are
inclusively referred to as the "Grantees").

WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten (\$10.00) Dollars
and other good and valuable consideration, receipt of which is hereby acknowledged,
hereby deeds, transfers, grants, bargains, sells, remises, conveys and confirms unto
the Grantees, as tenants in common, fee simple title to certain land situated in
Ormond Beach, Volusia County, Florida, located within Volusia County Property
Appraiser's Tax Parcel Identification Number 4127-00-00-0010, and more particularly
described and shown as Parcel "A" on the Plat of Chelsford Heights, Unit 5, Phase I
of Hunter's Ridge Subdivision as recorded in Map Book 45, Pages 181 through 183
, Public Records of Volusia County, Florida, with St. Johns River Water Management
District and the City of Ormond Beach, Florida each taking an undivided one-half

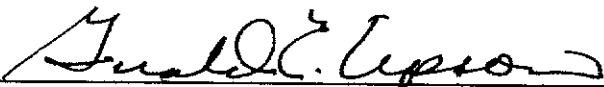
interest in the land, subject, however, to all easements, limitations and use restrictions of record or reflected in said Plat or reflected in the Declaration Of Covenants And Restrictions for the Hunter's Ridge Subdivision, recorded in Official Records Book 3457, Pages 1623-1676, Public Records of Volusia County, Florida, as amended,

Together with all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining to said land.

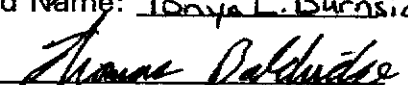
And the Grantor hereby covenants with said Grantees that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except as specifically provided hereinabove.

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents on the day and year first above written.

GRANTOR:
GEORGIA-PACIFIC INVESTMENT COMPANY,
an Oregon corporation

BY: 
GERALD E. UPSON, Project Management
authorized to sign for Georgia-Pacific
Investment Company

Signed, sealed in the
presence of:


Printed Name: Tonya L. Burnside

Printed Name: TOM R. RIDDLE

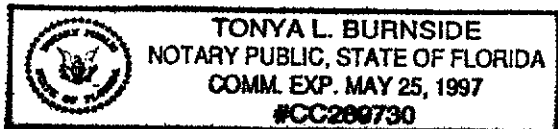
ACKNOWLEDGEMENT

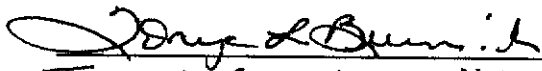
Book: 4160
Page: 4282
Diane M. Matousek
Volusia County, Clerk of Court

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me for the purposes expressed therein this 22nd day of November, 1996 by GERALD E. UPSON, Project Manager authorized to sign on behalf of GEORGIA-PACIFIC INVESTMENT COMPANY and who is personally known to me and who did/did not take an oath.




Tonya L. Burnside, Notary Public
State of Florida-at-Large
My commission expires:

(NOTARIAL SEAL)

08/15/1997 15:14
Instrument # 97135959
Book: 4226
Page: 4106

GRANT OF EASEMENT

THIS GRANT OF EASEMENT, is made this 14th day of ^{August}~~July~~, 1997, by and between Durrance Development, Ltd., a Florida limited partnership, with its office in Volusia County, Florida (hereinafter "Grantor"), and Leonard Durrance, whose mailing address is Post Office Box 730549, Ormond Beach, Florida 32173-0549 (hereinafter "Grantee").

WHEREAS, Grantor is the holder of an easement across the Westerly 80' of Section 16 and Section 21, Township 14 South, Range 31 East, Flagler County, Florida and across the Westerly 80' of Section 28, Township 14 South, Range 31 East, Volusia County, Florida, pursuant to that Grant Of Easement dated April 14, 1981, and recorded in Official Records Book 2261, Page 0224 and 0225, Public Records of Volusia County, Florida; and

WHEREAS, said Grant Of Easement on its face is transferable,

NOW, THEREFORE, in consideration of the sum of Ten (\$10.00) Dollars and other valuable consideration, receipt of which is hereby acknowledged, Grantor hereby conveys, transfers and assigns to the Grantee, his heirs and assigns an easement or right of way over the land described below, for the purposes and in the manner expressed in that Grant Of Easement recorded at O.R. Book 2261, Page 0224 and 0225, Public Records of Volusia County, Florida, including, but not limited to the right to pass and repass along the provided roadway or roadways on the following land:

"The Westerly 80' of Sections 16 and 21, Township 14 South, Range 31 East, Flagler County, Florida, and the Westerly 80' of Section 28 of Volusia County, Florida, all lying North of State Road 40."

TO HAVE AND TO HOLD the Easement hereby granted unto Grantee, his heirs and assigns.

IN WITNESS WHEREOF, the Grantor has set his hand and seal this 14th day of ^{July}~~August~~, 1997.

Signed, sealed and delivered
in the presence of:

Acacie Goff

Margaret King

DURRANCE DEVELOPMENT, LTD.

BY:

Thomas L. Durrance

THOMAS L. DURRANCE, General Partner

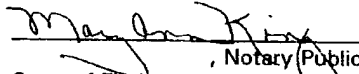
Book: 4226
Page: 4107
Diane M. Matousek
Volusia County, Clerk of Court

ACKNOWLEDGEMENT

STATE OF FLORIDA

COUNTY OF VOLUSIA

Before me, the undersigned authority, personally appeared Thomas L. Durrance as General Partner of Durrance Development, Ltd. who is personally known to me and who executed the foregoing for the purposes expressed therein this 14th day of ~~July~~^{August}, 1997.


_____, Notary Public
State of Florida at Large
My Commission Expires: April 7th, 2001



Mary Ann King
MY COMMISSION # 00636304 EXPIRES
April 7, 2001
BONDED THRU TROY FAH INSURANCE, INC.

THIS INSTRUMENT PREPARED BY:

Thomas L. Durrance
Durrance Development, Ltd.
Post Office Box 730549
Ormond Beach, FL 32173-0549
(904) 676-0200

08/15/1997 15:14
Instrument # 97135959
Book: 4226
Page: 4106

Inst No: 97015716 Date: 08/28/1997
Doc Stamp-Deed : 0.70
BY: SYD CROSBY FLAGLER County
D.C. Time: 12:27:1

GRANT OF EASEMENT

OFF REC 0591 PAGE 0536

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IN WITNESS WHEREOF, the Grantor has set his hand and seal this ^{August} 14th day of July, 1997.

Signed, sealed and delivered
in the presence of:

Debbie Gray

Margaret King

DURRANCE DEVELOPMENT, LTD.

BY:

Thomas L. Durrance
THOMAS L. DURRANCE, General Partner

Book: 4226
Page: 4107
Diane M. Matousek
Volusia County, Clerk of Court

ACKNOWLEDGEMENT

OFF REC 0591 PAGE 0537

STATE OF FLORIDA

COUNTY OF VOLUSIA

Before me, the undersigned authority, personally appeared Thomas L. Durrance as General Partner of Durrance Development, Ltd. who is personally known to me and who executed the foregoing for the purposes expressed therein this 14th day of July, 1997. *August*

Mary Ann King
_____, Notary Public
State of Florida at Large
My Commission Expires: *April 7th, 2001*



Mary Ann King
MY COMMISSION # CC636304 EXPIRES
April 7, 2001
BONDED THRU TROY FAIR INSURANCE, INC.

RT! Harold C. Hubka
P.O. Box 265669
Daytona Beach, FL
32126-5669

THIS INSTRUMENT PREPARED BY:

Thomas L. Durrance
Durrance Development, Ltd.
Post Office Box 730549
Ormond Beach, FL 32173-0549
(904) 676-0200

RESOLUTION NO. 97 - 221

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A SECOND AMENDMENT TO THE DEVELOPMENT ORDER FOR THE "HUNTER'S RIDGE" DEVELOPMENT OF REGIONAL IMPACT; SETTING FORTH AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The City Commission of the City of Ormond Beach, Florida, hereby approves that Second Amendment to Amended Final Order, a copy of which is attached hereto and incorporated herein by reference, and hereby authorizes the Mayor and the City Clerk to execute and issue the same.

SECTION TWO. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this 18th day of November, 1997.



DAVE HOOD
Mayor

ATTEST:



VERONICA PATTERSON
City Clerk

**BEFORE THE CITY COMMISSION
OF THE
CITY OF ORMOND BEACH, FLORIDA**

IN RE: "Hunter's Ridge"
Development of Regional Impact

SECOND AMENDMENT TO AMENDED FINAL ORDER

This matter having come on for hearing before the City Commission of the City of Ormond Beach, Florida, upon the request by the Developer, GEORGIA-PACIFIC INVESTMENT COMPANY, for approval of a proposed change to that Amended Final Order heretofore entered by the Florida Land and Water Adjudicatory Commission, as previously amended (collectively, "the Development Order"), the City Commission finds that:

1. On May 28, 1991, the Florida Land and Water Adjudicatory Commission adopted an Amended Final Order granting the Application for Development Approval for the "Hunter's Ridge" development of regional impact.
2. A "Notice of Adoption of Development Order Pursuant to Florida Statutes Section 380.06(15)(f)" was recorded by the Florida-Georgia Venture Group on October 1, 1991, in Official Records Book 3696, at Pages 1640 through 1745, inclusive, of the Public Records of Volusia County, Florida.
3. On April 7, 1992, the City Commission approved and authorized the execution of a First Amendment to the Amended Final Order which First Amendment was

recorded on April 20, 1992, in Official Records Book 3739, at Pages 1898 through 1913, inclusive, of the Public Records of Volusia County, Florida.

4. In accordance with Section 380.06(19)(f), *Florida Statutes (1997)*, and Rule 9J-2.010(1)(i), *Florida Administrative Code*, the GEORGIA-PACIFIC INVESTMENT COMPANY did submit simultaneously to the City, to Flagler County, to the East Central Florida Regional Planning Council, to the Northeast Florida Regional Planning Council, and to the Florida Department of Community Affairs, a request for approval of proposed changes to the Development Order.

5. The GEORGIA-PACIFIC INVESTMENT COMPANY has asserted that the proposed changes do not create a substantial deviation requiring further development of regional impact review.

6. The City has given the required notice and scheduled and conducted a public hearing to consider the proposed changes.

7. The East Central Florida Regional Planning Council has expressed the opinion "that these proposed changes do not result in an automatic substantial deviation determination pursuant to the threshold criteria of Section 380.06(19), *Florida Statutes*," and that "it is not expected that the changes will cause new or increased impacts to regional resources or facilities when considered independently or cumulatively with prior project changes," and has recommended against submitting the proposed changes for additional regional review by the Council.

8. After giving consideration to the provisions of paragraphs (a) and (e) of Section 380.06(19), *Florida Statutes (1997)*, the thresholds set forth in paragraph (b) of Section 380.06(19), *Florida Statutes (1997)*, and the presumptions set forth in paragraphs (c) and (d) and subparagraphs (e)(1) and (e)(3) of Section 380.06(19), *Florida Statutes (1997)*, the City Commission determines that the proposed changes do not require further development of regional impact review.

Thereupon and in consideration thereof, it is ORDERED that:

A. Subparagraph 11.14 of the Special Conditions incorporated into the Development Order be and the same is hereby amended to read as follows:

11.14 In addition to the regional transportation conditions set forth in the preceding paragraphs, the following conditions shall be observed prior to the recording of any plats or requesting any development approvals in Ormond Beach, other than for public improvements and infrastructure for the project phases described in the attached Exhibits "D" Revised, dated September 30, 1997 ~~December 1, 1991~~ and Exhibit "F" Revised, dated September 30, 1997 ~~December 1, 1991~~

B. Subparagraph 12.1(F) of the Special Conditions incorporated into the Development Order be and the same is hereby amended to read as follows:

F. The revised phasing map dated September 30, 1997 ~~December 1, 1991~~, is hereby is incorporated as Exhibit "D" Revised and, along with Exhibit "F" Revised, dated September 30, 1997 ~~December 1, 1991~~, shall be generally adhered to with regard to phasing of the project.

C. Subparagraph 12.1(H) of the Special Conditions incorporated into the Development Order be and the same is hereby amended to read as follows:

H. The revised development phasing schedule dated September 30, 1997 ~~December 1, 1991~~, is hereby incorporated as Exhibit "F" Revised and, along with Exhibit "D" Revised, dated September 30, 1997, shall be generally adhered to with regard to phasing of the project. The phasing schedule in the City may be altered without a substantial deviation review pursuant to Section 380.06(19), *Florida Statutes*, if the Applicant and the City agreed to the revised phasing proposal.

D. Subparagraph 14.1(F) of the Special Conditions incorporated into the Development Order be and the same is hereby amended to read as follows:

F. The revised phasing map dated September 30, 1997 ~~December 1, 1991~~, is hereby incorporated as Exhibit "D" Revised and, along with Exhibit "F" Revised dated September 30, 1997 ~~December 1, 1991~~, shall be generally adhered to with regard to phasing of the project.

E. Subparagraph 14.1(H) of the Special Conditions incorporated into the Development Order be and the same is hereby amended to read as follows:

H. The revised development phasing schedule dated September 30, 1997 ~~December 1, 1991~~, is hereby incorporated as Exhibit "F" Revised and, along with Exhibit "D" Revised dated September 30, 1997 ~~December 1, 1991~~, shall be generally adhered to with regard to phasing of the project.

F. Exhibit D to the Special Conditions incorporated into the Development Order be and the same is hereby deleted and replaced with Exhibit "D" Revised September 30, 1997, a copy being attached hereto and incorporated herein by reference.

G. Exhibit F to the Special Conditions incorporated into the Development Order be and the same is hereby deleted and replaced with Exhibit "F" Revised, being a Revised

Development Schedule September 30, 1997, a copy being attached hereto and incorporated herein by reference.

H. Except as otherwise amended hereby, the Development Order be and the same is hereby ratified, confirmed and continued in full force and effect.

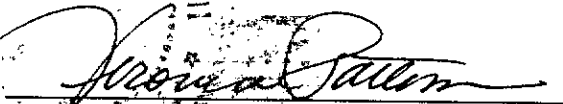
I. The Developer, GEORGIA-PACIFIC INVESTMENT COMPANY, shall forthwith, and at its expense, record in the public records of Volusia County, Florida, the Notice required by Section 380.06(15)(f), *Florida Statutes (1997)*.

SO ORDERED this the 18th day of November, 1997.



DAVE HOOD
Mayor

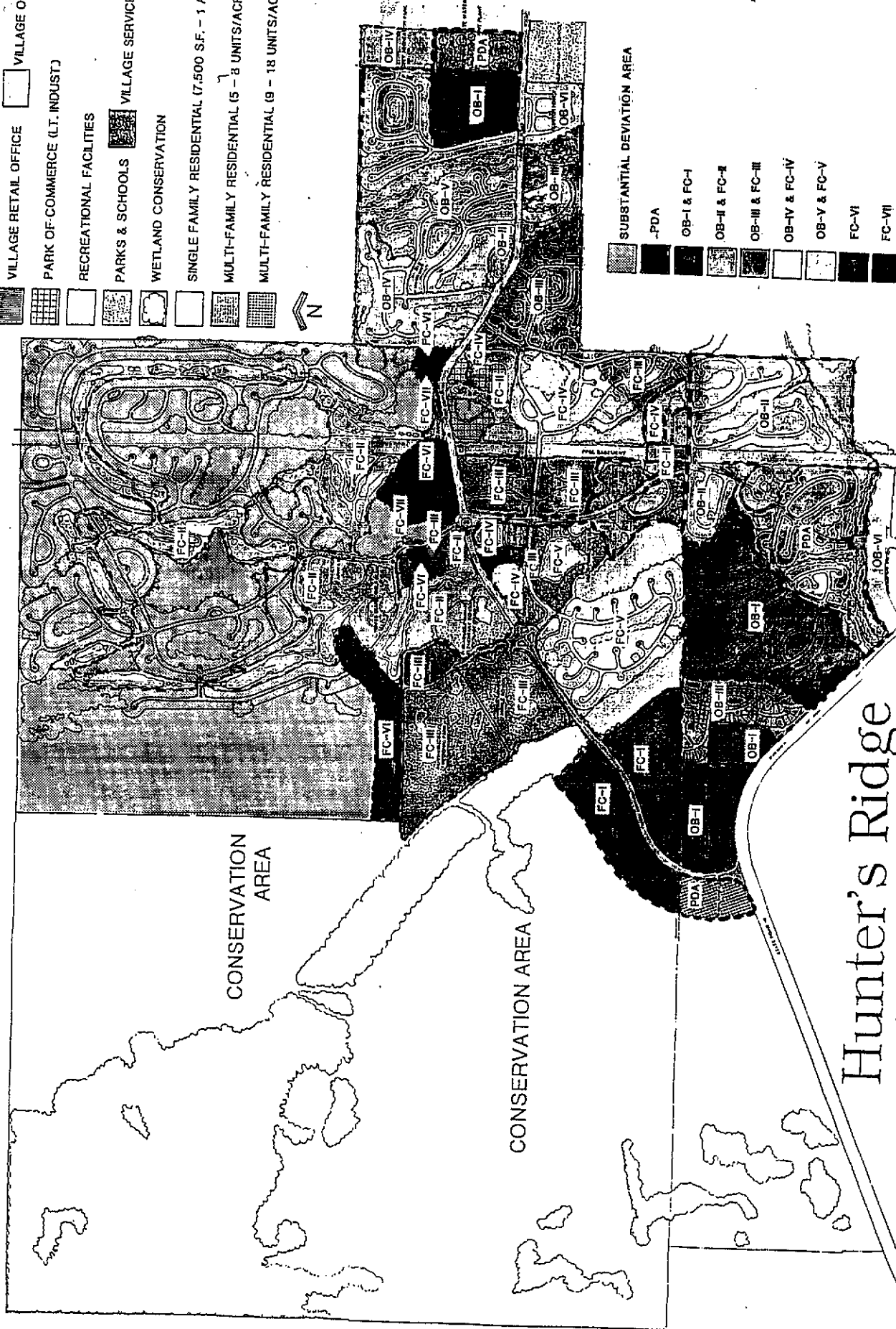
ATTEST



VERONICA PATTERSON
City Clerk

LEGEND

- VILLAGE RETAIL OFFICE
- VILLAGE OFFICE
- PARK OF COMMERCE (I.T. INDUST.)
- RECREATIONAL FACILITIES
- PARKS & SCHOOLS
- VILLAGE SERVICES
- WETLAND CONSERVATION
- SINGLE FAMILY RESIDENTIAL (7,500 S.F. - 1 ACRE)
- MULTI-FAMILY RESIDENTIAL (5 - 8 UNITS/ACRE)
- MULTI-FAMILY RESIDENTIAL (9 - 18 UNITS/ACRE)



- SUBSTANTIAL DEVIATION AREA
- PDA
 - OB-I & FC-I
 - OB-II & FC-II
 - OB-III & FC-III
 - OB-IV & FC-IV
 - OB-V & FC-V
 - FC-VI
 - FC-VII

DEVELOPMENT PHASING MAP

Hunter's Ridge

A PLANNED UNIT DEVELOPMENT
REVISED SEPTEMBER 30, 1997

MADE & CO., INC. - CHICAGO, ILL.

EXHIBIT P REVISAO

REVISED DEVELOPMENT SCHEDULE SEPTEMBER 30, 1997

Book: 4257
Page: 2961

ORMONDO BEACH			FLAGLER COUNTY		
YEAR	PHASE	DESCRIPTION	YEAR	PHASE	DESCRIPTION
Present	PDA	108 Single Family Dwelling Units Deed: Airport Road R.O.V. Deed: Regional Water & Sewer Plant Sites Deed: Excessment (Hudson Well Field)	Present	PDA	Deed: Airport Road R.O.V.
1 AMO 2	OB-I	153 Single Family Dwelling Units Deed: City Rec. Park Site-State Road 40 Deed: Middle School Site	1 AMO 2	FC-I	Start Equestrian Center & Polo Fields
3 AMO 4	OB-II	153 Single Family Dwelling Units Construct Airport Rd. from East to West City Limits Deed Public Safety Site - Airport Road	3 AMO 4	FC-II	100 Multi-Family Dwelling Units Construct Main Blvd to Airport Road Construct Airport Rd. from Elm School East to City Light Industry 50,000 Square Feet Deed Elementary School Site Deed Public Safety Site Construct 4 Tennis Courts Village Center (15,000 Square Feet - Retail) Start Clearing for Golf Course
5	OB-III	195 Single Family Dwelling Units	5	FC-III	Complete Golf Course Deed Community Recreation Park Light Industry 25,000 Square Feet Day Care Facility Deed Middle School Site Complete Airport Road to State Road 40 Deed Maintenance Yard Site Deed Regional Park Site 89 Single Family Dwelling Units 30 Multi-Family Dwelling Units Village Center Office 15,000 Square Feet
6 AMO 7	OB-IV	Church Site - State Road 40 Deed City Recreation Park - Airport Road 151 Single Family Dwelling Units 50 Multi Family Dwelling Units	6 AMO 7	FC-IV	Light Industry 25,000 Square Feet 105 Single Family Dwelling Units Church Site Complete Tennis Club Library Village Office 20,000 Square Feet
8 AMO 9	OB-V	170 Single Family Dwelling Units	8 AMO 9	FC-V	Light Industry 25,000 Square Feet 166 Single Family Dwelling Units 55 Multi-Family Dwelling Units
			10	FC-VI	120 Multi-Family Dwelling Units 28 Single Family Dwelling Units Village Center Retail 30,000 Square Feet Village Center Office 20,000 Square Feet Light Industry 25,000 Square Feet
			11	FC-VII	60 Multi-Family Dwelling Units Light Industry 25,000 Square Feet Village Office 20,000 Square Feet
SUBSTANTIAL DEVIATION REQUEST IS REQUIRED FOR FUTURE PHASES					
			12	FC-VIII	Light Industry 30,000 Square Feet 100 Multi-Family Dwelling Units Village Office 20,000 Square Feet 150 Single Family Dwelling Units
			13	FC-IX	Village Center Retail 52,580 Square Feet Light Industry 28,520 Square Feet Village Center Office 29,960 Square Feet 250 Single Family Dwelling Units
			14	FC-X	250 Single Family Dwelling Units Village Office 19,940 Square Feet
			15	FC-XI	199 Single Family Dwelling Units

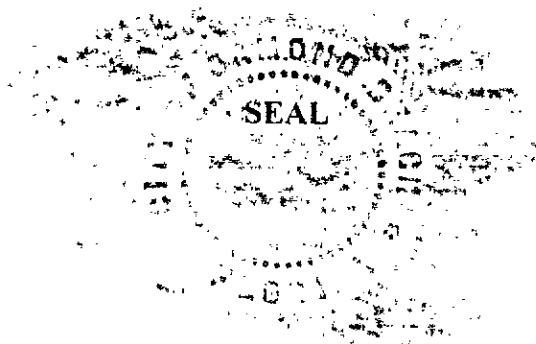
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Page: 2962
Diane M. Matousek
Volusia County, Clerk of Court

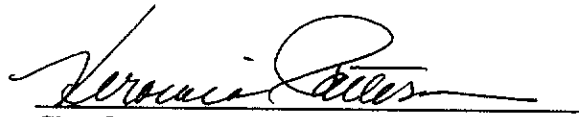
CERTIFICATE

STATE OF FLORIDA
COUNTY OF VOLUSIA
CITY OF ORMOND BEACH

I, Veronica Patterson, as City Clerk of the City of Ormond Beach, Florida, do hereby certify that the foregoing is a true, correct and complete copy of Resolution No. 97-221 as the same appears of record at City Hall, City of Ormond Beach, Florida.

Date this 25th day of November, 1997.





City Clerk
CITY OF ORMOND BEACH, FLORIDA

City of Ormond Beach Wetlands Management Plan
Hunter's Ridge D. R. I.
WESTLAND VILLAGE DEVELOPMENT SITE
[Law: Ormond Beach LDC Chapter 12.11: Wetlands Protection]

1.0
INTRODUCTION

1.1 Topics Covered by This Report; Topics Covered by Project Engineer
This Report:

1. 12.11(E)(1, 6) Detailed Description of Natural Systems, On-Site & Adjacent Land Uses: Pre-, Post-Development.
2. 12.11(E)(2) Project Description and Purpose.
3. 12.11(E)(4) Wetlands/Surface Waters Delineation/Agency Validation.
4. 12.11(E)(8) Existing Environmental/Hydrologic Conditions on the Site.
5. 12.11(E)(10)(c) Ability of wetland to provide filtration and nutrient assimilation.
6. 12.11(E)(10)(d) Ability of wetland to provide habitat and significant ecological function.
7. 12.11(E)(10)(f) The cumulative impacts of the proposed development on the broader system in combination with other developments, existing or planned, in the same basin.
8. 12.11(E)(10)(g) The capacity of the wetland to provide environmental benefits due to maturity, size, degree of prior alteration, juxtaposition, and adjacent land-uses.

The Project Engineer: To evaluate the following, please see project drawings prepared by Alann Engineering Group, Ormond Beach.

1. 12.11(E)(5) Soil Types.
2. 12.11(E)(7) Elevations at 1-foot contours where called for.
3. 12.11(E)(9) Measures for Controlling Erosion/Sedimentation.
4. 12.11(E)(10)(a) Ability of wetlands to receive, store, discharge surface water run-off.
5. 12.11(E)(10)(b) Ability of wetlands to recharge.
6. 12.11(E)(10)(e) Ability of wetland to function as an integral part of any waterbody or water course.

1.2 Project Description and Purpose

Westland Village:	33.86 Acres
Off-Site Drainage Easement:	1.48 Acres
[Phase II: Northwest Corner; Reserved:	6.76 Acres

Area in Class II Wetlands:	14.62 Acres
<u>Area in 30 Foot Class II Buffer:</u>	<u>5.93 Acres</u>
Total Area; Wetland Systems	20.55 Acres

Total Impacts:	1.23 Acres
Percent of Existing Class II Wetlands:	6.60 %

Total Preservation:	16.84 Acres
Mitigation Ratio	13.7 : 1

Designed for 48 single family residential lots.

City of Ormond Beach Wetlands Management Plan
Hunter's Ridge D. R. I.
WESTLAND VILLAGE DEVELOPMENT SITE
[law: Ormond Beach LDC Chapter 12.11: Wetlands Protection]

Wetland Delineation:

Wetlands were delineated by Dial, Cordy and Associates and Surveyed by Phillips Surveying, Holly Hill, October 1996.

2.0

THE ENVIRONMENT [On and Immediately Adjacent to the Site]

2.1 Natural Systems/Land Use Descriptions

Wetlands: Please see DRAFT ENVIRONMENTAL MAP.
All wetlands are dominated by Pond cypress. Fires in July 1998 inflicted severe damage to all stands. Recovery has been adequate in the form of cypress root sprouts.

Intervening low-lying stands include post-fire herbaceous prairie that is moderately well stocked with new, post-fire slash pine regeneration. These areas experience shallow, temporary inundation during periods of heavy rainfall. Higher stands include saw palmetto, occasional surviving pine timber and adequate, young slash pine regeneration.

3.0

**PRE-DEVELOPMENT CONDITIONS,
ANTICIPATED POST-DEVELOPMENT EFFECTS
OF DEVELOPMENT ACTIVITIES**

3.1 Filtration/Nutrient Assimilation

Preserved wetlands and intervening preserved low-lying pinelands will provide the necessary capacity, vegetative cover and resident time resulting from normal storm events to sufficiently infiltrate and assimilate most constituents of run-off that have not been captured and processed by the retention-detention system.

3.2 Habitat/Ecological Function for Fauna and Flora

No change is anticipated from the pre-development condition to the post-development status of spatial and vegetative features in on-site wetlands and preserved pinelands. After development, wildlife diversity can be expected to assume more urban characteristics, i.e., and utilization by more ecotonal species that readily adapt to human presence. Numerous site inspections have shown that no listed vertebrates occur in the vicinity of the development site.

3.2 Cumulative Impacts in Concert with Other Same-Basin Development

Shadow Crossing, already in place, currently operates an in-situ drainage system essentially isolated from the Westland Village Site. No change in other same-basin developments is expected.

City of Ormond Beach Wetlands Management Plan
Hunter's Ridge D. R. I.
WESTLAND VILLAGE DEVELOPMENT SITE
[law: Ormond Beach LDC Chapter 12.11: Wetlands Protection]

3.3 Local Importance due to Size, Age, Integrity, Juxtaposition

Wetlands are all undergoing rapid, post-fire secondary succession back to their original condition. As such, these stands will be energy rich and structurally diverse for several years to come, or until canopy closure begins to suppress understory and groundcover vegetation. As such, these sites can be expected to support larger than usual populations of small mammalian and avifauna. Since this condition exists over about 80% of the Hunter's Ridge Tract as a result of fire, the Westland sites will not be considered unique or locally important.

4.0
PROPOSED MITIGATION PLAN

4.1 To compensate the unavoidable loss of 1.23 acres of Class II Wetlands, preservation of 16.84 acres of Class II Wetlands, and intervening undeveloped early successional low, pinelands is being proposed.

Should it be determined that additional compensation may be required, such mitigation will be provided under the provisions of the Hunter's Ridge D. R. I. and Development Order by preserving land within the City portion of either Conservation Area A or Conservation Area B of the Hunter's Ridge Tract.

If so mandated, these areas will be placed under permanent legal protection by means of Conservation Easement that meets the requirements of the City of Ormond Beach.

5.0
TECHNICAL FEASIBILITY and POTENTIAL
SUCCESS OF PROPOSED MITIGATION

Mitigation as proposed in Section 4.0 above will be determined as part of the processing for a State Environmental Resource Permit. The target Conservation areas are operated under restrictions specified in the City Development Order for Hunter's Ridge, and the overall comprehensive enhancement program for these areas is designed to achieve long-term restoration to drainage, native plant communities, and wildlife. Restorative activities already in place are being monitored under other programs.

A G E N D A**ORMOND BEACH DEVELOPMENT REVIEW BOARD****Regular Meeting**

August 22, 2002

7:00 PM

City Commission Chambers

Ormond Beach City Hall

22 South Beach Street

Ormond Beach, FL

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES, IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE DEVELOPMENT REVIEW BOARD WITH RESPECT TO ANY MATTER CONSIDERED AT THIS PUBLIC MEETING, SAID PERSON WILL NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSE, SUCH PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDING IS MADE, INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

PERSONS WITH A DISABILITY, SUCH AS A VISION, HEARING OR SPEECH IMPAIRMENT, OR PERSONS NEEDING OTHER TYPES OF ASSISTANCE, AND WHO WISH TO ATTEND CITY COMMISSION MEETINGS OR ANY OTHER BOARD OR COMMITTEE MEETING MAY CONTACT THE CITY CLERK IN WRITING, OR MAY CALL 677-0311 FOR INFORMATION REGARDING AVAILABLE AIDS AND SERVICES.

I. ROLL CALL**II. INVOCATION****III. PLEDGE OF ALLEGIANCE****IV. NOTICE REGARDING ADJOURNMENT**

THE DEVELOPMENT REVIEW BOARD WILL NOT HEAR NEW ITEMS AFTER 10:00 PM UNLESS AUTHORIZED BY A MAJORITY VOTE OF THE BOARD MEMBERS PRESENT. ITEMS WHICH HAVE NOT BEEN HEARD BEFORE 10:00 PM MAY BE CONTINUED TO THE FOLLOWING THURSDAY OR TO THE NEXT REGULAR MEETING, AS DETERMINED BY AFFIRMATIVE VOTE OF THE MAJORITY OF THE BOARD MEMBERS PRESENT (PER DEVELOPMENT REVIEW BOARD RULES OF PROCEDURE, SECTION 2.7).

V. APPROVAL OF MINUTES

A. July 25, 2002

VI. PLANNING DIRECTOR'S REPORT**VII. PUBLIC HEARINGS**

- A. **PBD 02-41 CiCi's Pizza at the Winn-Dixie Shopping Center (Planned Business Development Amendment)**: A request by Mr. Lee Stein, of Cornerstone Management, for a change to the Winn Dixie Plaza Planned Business Development (PBD) to allow a Restaurant Type "C" to replace a previously approved retail use. The site is located on the western edge of the shopping center adjacent to North Orchard Street and is zoned B-4 (Central Business).

VIII. OTHER ITEMS

- A. **S-02-42 Westland Village Phase I (Preliminary Plat)**: A request by Kim Buck, P.E., of Alann Engineering, on behalf of Seamax of Hunter's Ridge, LLC, for Preliminary Plat approval of a 48-lot cluster-type subdivision located on a 33.86-

acre site on the north side of West Granada Boulevard/SR 40, approximately 3.25 miles west of I-95. The property is zoned SR (Suburban Residential) and is part of the Hunter's Ridge Development of Regional Impact (DRI).

- IX. MEMBER COMMENTS**
- X. ADJOURNMENT**

STAFF REPORT

City of Ormond Beach
Department of Planning

DATE: August 16, 2002

SUBJECT: Westland Village (at Hunter's Ridge), Phase 1 -
Preliminary Plat

APPLICANT: Kimberly Buck, P.E.

NUMBER: S-02-42

PROJECT PLANNER: Jim Burnett, AICP, Senior Planner

INTRODUCTION: Kimberly Buck, P.E., on behalf of Felix Amon of Seamax of Hunter's Ridge, LLC, requests Preliminary Plat approval for Westland Village, Phase 1. The project is located within the Hunter's Ridge Development of Regional Impact (DRI), west of Huntsman Look (Unit 3, Phase 1) and Foxfords Chase (Unit 2, Phase 1), and south of the Flagler County line. The plat includes approximately 33.86 acres and 48 single-family cluster-type residential lots.

BACKGROUND: On January 30, 1990, the City Commission adopted Resolution No. 90-20, denying the DRI Application for Development Approval (ADA) for the portion of the Hunter's Ridge DRI located within the City. The applicant then filed an appeal with the Florida Land and Water Adjudicatory Commission (FLWAC). The FLWAC referred the case to the Division of Administrative Hearings, where Hearing Officer Diane Kiesling rendered a 24-page Recommendation Order. On May 28, 1992, the FLWAC voted to approve the Recommendation Order with minor revisions. The approved Order covers the entire DRI, which is located within both the City of Ormond Beach and Flagler County.

The Hunter's Ridge DRI includes 2,770.62 acres, 1,237 acres of which lie within the City of Ormond Beach. Of the 1,237 acres, 910 acres will be developed, with the remaining 327 acres to be preserved as conservation area. The Hunter's Ridge Development Order permits up to 932 single-family and 50 multi-family residential units to be developed in the City. At this time, development within the DRI has not extended into the Flagler County phases.

As of August 2001, building permits for 298 single-family residences had been issued within the Hunter's Ridge DRI. Plats for all the subdivisions within the first two (2) phases of Hunter's Ridge in Ormond Beach have been approved. To date, the City Commission has approved final plats for Shadow Crossings (Units 1 - 4), Chelsford Heights (Units 5 - 6), Forest Quest, and Deer Ridge within the Hunter's Ridge DRI. The City Commission also approved final plats for both phases of Briargate on September 3, 1997. However, the final plat approvals for Briargate expired before a site

S-02-42 / Westland Village (at Hunter's Ridge), Phase 1 - Preliminary Plat
Kimberly Buck, P.E.

August 16, 2002
Page 2

development permit was issued. The City Commission approved preliminary plat re-approval of Briargate Phases 1 & 2 through the adoption of Ordinance Nos. 2001-35 and -36 on October 2, 2001. The Commission has since approved the final plat for Briargate Phase 1 on February 5, 2002 through the adoption of Ordinance No. 2002-01.

PROJECT DESCRIPTION: The Westland Village subdivision is located west of Huntsman Look (Unit 3, Phase 1) and Foxfords Chase (Unit 2, Phase 1), and south of the Flagler County line. The subdivision consists of 48 cluster-type lots located on four (4) streets, accessed from Foxhunter Flat. The project is designed in the midst of an Ormond Beach (as opposed to St. John's) Class 2 wetland system, with 96.5% of the wetlands designated for protection under a conservation easement. Four (4) retention ponds will also be created, which will also be designated as conservation.

Hunter's Ridge DRI has a "Suburban Low Density Residential" land use designation. This Future Land Use Designation allows for development in accordance with the overall carrying capacity of the land and the protection of ecological systems. The site is zoned Suburban Residential (SR), which conforms to the SLDR land use designation. This district is intended to promote creative design through variety in structures and site layout. In accordance with the DRI Development Order, single-family cluster-type homes in a Planned Residential Development (PRD) must meet the following minimum dimensional standards:

Minimum Lot Area: 6,750 sq. ft.

Width: 60'

Depth: no set depth

Setbacks: Front: 20'

Side: 7 1/2 '

Rear: 20'

Side Corner: 20'

In this case, the applicant is proposing larger than minimum size lots, at 7,500 square feet, with front setbacks at thirty (30') feet from edge of curb. All other setbacks will be the norm. Article V, Section 5.02(I) Supplemental Regulations of the Land Development Code (LDC), requires that there be no more than sixteen (16) units within a cluster. Clusters should be broken up by landscaped or open space/common areas. In this case, the design of the subdivision was bound by the limits of the wetland and upland areas. The applicant was able to craft a layout that breaks up the number of housing units through the insertion of a common area, per the LDC requirement. In essence, the first cluster consists of twelve (12) homes along Westland Run and Foxfield Look, separated from a 2nd cluster of six (6) homes by a set of common areas on either side of Foxfield Look. A 3rd and 4th cluster further west on Westland Run are broken up yet again by one of these common areas, which will serve to break up the row house effect on the street if the new construction architecture does not do so. Streets are fifty (50') foot rights-of-way with a sidewalk proposed on the west and south sides of said streets.

On the southern end of the subdivision, ponds and an upland area serve as a buffer between the subdivision and SR 40. Rather than placing a wall or fence along the north side of the SR 40 right-of-way, the applicant has coordinated with the City's Landscape

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Architect to create a heavily landscaped berm along the southern edge of the development, similar to the type of berm located along the western edge of the main US 1 entrance to Ormond Lakes. Similar berms have also been constructed along the backsides of Aberdeen along Hand Avenue. Additional buffering will be required when the institutional properties to the west and south are developed (there are no development plans for those properties at this time).

ANALYSIS:

Comprehensive Plan and Zoning: The proposed subdivision is designated as "Suburban Low Density Residential" on the City's Future Land Use Map (FLUM), and has a zoning classification of SR (Suburban Residential). The Hunter's Ridge Master Plan designates this unit for cluster-type homes. The proposed plat is consistent with the land use designation and the zoning classification of the property.

Adjacent land uses and zoning are as follows:

	Current Land Use	Land Use Designation	Zoning
North	Hunter's Ridge in Flagler County (DRI shows future Equestrian Ctr.)	Flagler County Mixed Use Low (Low-Medium) Intensity	unknown
South	Vacant, SR 40 right-of-way	City Government/Institutional	SR (Suburban Residential)
East	Huntsman Look & Foxfords Chase (Hunter's Ridge)	City Suburban Low Density Residential (SLDR)	SR
West	Vacant Church Site - Undeveloped Hunter's Ridge	City Government/Institutional & SLDR	SR

Site Characteristics:

Soils: According to the Soil Survey of Volusia County, the development site includes the following soils groups: No. 27, Hontoon Mucky Peat; No. 31, Malabar Fine Sand; No. 49, Pomona Fine Sand; and, No. 56, Samsula Muck. Please see the soils attachments for a description of the soils found on-site.

Wetlands/Flood Zone: Only a small portion in the northeast corner of the proposed platted area lies within the 100-year flood zone, as indicated on the attached plat and flood zone map. Development of the property must be done in accordance with the City's Land Development Code, which limits the amount of fill permitted within that area which is located within the 100-year flood zone. As shown, no lots within Phase 1 of Westland Village are located within the 100-year floodzone.

The plat also indicates wetland areas within the plat classified as and covered under conservation easements. Only 0.43 acres of wetland are proposed to be disturbed, the bulk of it as a necessary roadway encroachment for Westland Run.

Vegetation: Please see the soils attachments for a description of the vegetation associated with the on-site soils.

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Water and Sewer: The City will be providing water and sewer services to the site. There is adequate capacity available to meet the estimated demand. A detailed concurrency determination will be provided prior to plat recordation.

Transportation: Based on the ITE Trip Generation Manual, the proposed development will generate an additional 456 trips per day on average. The trips generated with this development will not adversely impact the Level-of-Service (LOS) of area roadways. The approved DRI Development Order establishes thresholds for development within the DRI, which corresponds to necessary traffic improvements. At this time, the necessary improvements have been completed, allowing for approval of this phase of development within the Hunter's Ridge DRI.

Stormwater Management: The applicant has submitted drainage and engineering plans for the project. A final stormwater management plan has been approved.

Solid Waste: The proposed project will generate an estimated 629 pounds per day of solid waste. The site will be provided solid waste services by the City. Sufficient facilities for collection and disposal of the estimated waste are available.

Other Services: This area is served by City police and fire protection services. The subdivision is located within an approximate 3-4 minute response time for police protection services and a 3-5 minute response time for fire protection services from the Airport Road facility.

CONCLUSION:

There are certain criteria that must be evaluated before a Preliminary Plat can be approved. According to Article I of the Land Development Code, the Development Review Board shall consider the following in making its recommendation:

(1) Conformance to the standards and requirements of this Code.

The Site Plan Review Committee (SPRC) has reviewed the proposed Preliminary Plat. The proposed plat is consistent with the requirements for Preliminary Plats. It is recommended that this Preliminary Plat be approved subject to the conditions and final approval of the Site Plan Review Committee.

(2) Consistency with the Comprehensive Plan.

Hunter's Ridge DRI has a "Suburban Low Density Residential" land use designation. This Future Land Use Designation allows for development in accordance with the overall carrying capacity of the land and the protection of ecological systems. The site is zoned Suburban Residential (SR), which conforms to the SLDR land use designation. This district is intended to promote creative design through variety in structures and site layout. The Hunter's Ridge Master Plan designates this unit for single-family cluster-type homes. The proposed plat is consistent with the land use designation and the zoning classification of the property.

(3) Any impacts on environmentally sensitive lands or natural resources, including but not limited to water bodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells.

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All plats must be in accordance with the DRI Development Order requirements, and the requirements of the City's Land Development Code. Prior to start of construction, all environmental permits must be obtained. As shown on the attached plat, a small portion of the property is within the 100-year flood zone and there are wetlands located within the area of the proposed plat.

(4) Noise, odor, glare or visual impacts on the neighborhood and adjoining properties.

The proposed development is consistent with the overall development plan approved with the Hunter's Ridge Development of Regional Impact (DRI). The subdivision is located west of Huntsman Look (Unit 3, Phase 1) and Foxfords Chase (Unit 2, Phase 1), and south of the Flagler County line. Property to the west, north, and east are all part of the Hunter's Ridge DRI. Although undeveloped at this time, the proposed subdivision is consistent with the adjacent land uses. SR 40 lies to the south, and properties further south are owned by Consolidated Tomoka Land Company and intended someday for residential development. As proposed, the plat for Westland Village, Phase 1, will not create noise, odor, glare or other adverse impacts on adjacent properties.

(5) Adequacy of public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds.

The proposed development will have ample facilities available to adequately serve the site.

(6) On- and off-site traffic impacts, pedestrian safety and adequate access and egress for City service and emergency vehicles.

The proposed preliminary plat provides for safe access on and off the site, as well as internally. As proposed, the development will not have an adverse impact on area roadways, as there is adequate capacity on area roadways to support the development.

(7) Use of space from a functional and aesthetic perspective.

The proposed plat is consistent with the Overall Development Plan for the Hunter's Ridge Development of Regional Impact. The project incorporates the natural features of the area into the proposed residential development, allowing for an aesthetic, natural design, while ensuring the preservation of the natural systems.

(8) Safety of occupants and visitors.

The overall design indicates safe movement on the site. As proposed, the development will provide for the safety of occupants and visitors.

(9) Proposed use of materials and architectural features in relationship to neighborhood character and aesthetic considerations.

Lots will be developed individually. Architecture and design shall be regulated based on the governing documents for the development.

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RECOMMENDATION: It is recommended that the Development Review Board endorse approval of the Preliminary Plat for the Westland Village, Phase 1, subdivision, subject to the following outstanding comments of the Site Plan Review Committee.

1. The landscape plan needs to reflect the updated site plan. Lot #34 missing and two (2) lots omitted, which will be green space.
2. Sheet 7 – silt fencing should be provided along with construction fencing to protect wetlands.
3. Unable to review water main and LPS calcs. Please revise with additional information provided by Tim Sheahan and include NODE diagrams.
4. Sheet 9 – Station 2+39 Profile: The two- (2") inch water main is out of position W.R.T. the plan location at Station 2+06.
5. Further comments regarding stormwater and wetlands will be forwarded upon completion of review. [Engineering is wanting the applicant to provide water service via a four (4") inch water line rather than the two (2") inch water line proposed by the applicant. The issue has not yet been resolved by the City Engineer.]
6. Pressure recording provided to Engineering, copy attached. Pressure record is at intersection of Foxford's Chase Way and Fox Hunter's Flat on potable water.
7. Low pressure sewer pressures are being monitored and will be provided at a later date prior to sign-off.

WESTLAND VILLAGE at HUNTER'S RIDGE

SEAMAX of HUNTER'S RIDGE

ENVIRONMENTAL ISSUES

StJRWMD Individual Environmental Resource Permit

Application No. 4-127-22838-11 and USACOE Tracking No. 200204406 (IP-JBC)

I. Background:

This application is for a permit to construct a surface water management system to serve the proposed WESTLAND VILLAGE RESIDENTIAL SUBDIVISION compassing +/-35.30 acres in Section 28, Township 14S, Range 31E in THE City of Ormond Beach, Volusia County. project lies in the Northern Coastal Basin, Planning Unit 9A: Halifax River Unit; PU-ID 11 (Unnamed Ditches). Run-off generated by the proposed project will be directed through pre-treatment, wet retention to ditches leading to Little Tomoka Creek, an Outstanding Florida Water.

The project is generally centered on N Latitude

Overview of Site: The Project Area is currently broken down as follows:

Description	FLUCFCS Type Code	Estimated Acres	Percentage of Area
Wetlands - Forested			
Cypress	621	12.525	35.484%
Low Pine Flatwoods	625	13.363	37.859%
TOTAL WETLANDS		25.888	73.343%
Uplands Forested			
Pine Flatwoods	411	9.304	26.359%
Ditch Berm (Ditch Off-Site)	743	0.105	0.298%
TOTAL UPLANDS		9.409	26.657%
TOTAL SITE		35.297	100.000%

Wildfires between July 1 and 4, 1998 burned 100% of the uplands and wetlands on the site. No post-fire replanting or seeding has been carried out. Post-fire recovery has been dominated by secondary herbaceous succession and palmetto recovery in uplands, along with scattered tree recovery in the form of slash pine regeneration in upland and low flatwoods sites, and some recovery of surviving cypress and numerous cypress resprouts in the shallow cypress depressions.

Wetlands Delineation Activities; : The landward extent of depressional pine flatwoods wetlands was carried out according to Federal and State Wetland Delineation Criteria in 1996 by Dial, Cordy & Associates, Inc. and subsequently inspected by Sandy McGee of the St. Johns

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River Water Management District (date unknown, estimated January 1997). Subsequent flagging of the limits of City of Ormond Beach wetlands was carried out by Coleman Holt, M. F. S. in July 1999.

Agency Site Visits: On-Site Pre-Application Meetings have been conducted with Sandy McGee (StJRWMD) on September 26, 1997 and on July 11, 2002 to discuss site characteristics and issues affecting future development.

In addition to this application to the USACOE, applications currently under review for this project are as follows:

1. St. Johns River Water Mgmt. District Application No. 4-127-22838-11 (ERP),
2. City of Ormond Beach Application No. 02-03-0833

II. Proposed Direct Wetland Impacts:

(A) The following proposed direct, permanent impacts are proposed.

	Wetlands	Adjacent Upland Buffer
(1) Cypress:	0.459 acres	n/a
(2) Low Flatwoods Sites:	9.115 acres	2.532 acres
(3) Ditches:	n/a	n/a
(4) Total Impacts:	9.574 acres	2.532 acres

III. Proposed Mitigation:

(A) **On-Site Mitigation:** The following proposed on-site mitigation is proposed.

	Wetlands	Adjacent Upland Buffer
(1) Cypress:	12.066 acres	n/a
(2) Low Flatwoods Sites:	4.248 acres	2.593 acres
(3) Ditches:	n/a	n/a
(4) Total On-Site Mitigation:	16.314 acres	2.593 acres

Ratio Achieved by On-Site Mitigation: 18.907 acres Preservation vs. 12.106 acres Fill, or a ratio of 1.56 : 1

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(B) Off-Site Mitigation: To provide additional off-site mitigation, we propose, as provided for by the City of Ormond Beach Development Order for the Hunter's Ridge DRI, to utilize acreage located on the Hunter's Ridge Tract (Conservation Area "B") in Section 29 along SR 40. This area, located in the City of Ormond Beach, is comprised of depressional cypress, low flatwoods and upland flatwoods systems in proportions similar to those found on the Westland Village site.

IV. SECTION E INFORMATION

(A) SECTION E, PART I: Site Information:

Project Area and Vicinity Maps, recent Aerial Photographs and wet season high water table are presented in the engineering drawings provided with this application. Attached herewith are three drawings adapted from engineering drawings supplied by Alann Engineering, Inc. and labeled:

- a) PROPOSED ENVIRONMENTAL IMPACTS, and
- b) PROPOSED ON-SITE MITIGATION PLAN
- c) VEGETATION COMMUNITY MAP

Form 40C-4.900(1) Project Impact and Mitigation Summary Tables are included at the end of this document.

(B) SECTION E, PART II - Environmental Considerations:

(1): Threatened & Endangered Species Survey: The following report is provided regarding the presence or potential presence of listed (endangered, threatened, special concern or commercially exploited) species on the Westland Village project site.

The Site: The subject tract is situated upland flatwoods, low pine-herbaceous flatwoods, and cypress wetlands. The land is currently recovering from nearly complete fire-top-kill that occurred during late June and early July 1968. Cypress stands (FLUCFCS Code 621) dominate the deeper wetlands on the site. Low, depressional pine flatwoods (FLUCFCS Code 625) are marginally hydric systems supporting an overstory of recently regenerated slash pine and an understory/groundcover of sparse wax myrtle and either a wiregrass/goobergrass association or mixed sedges and grasses (bluestems, *Carex*, *Rhynchospora*, *Cyperus*, blackberry, saw palmetto and various FAC, FACW forbs. Other wetlands on the tract include one small wet prairie system

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Survey: A review was made of existing lists of plant and animal species having the potential to exist on the subject habitats in Volusia County as reported by the U. S. Fish and Wildlife Service (USFWS), the Florida Game and Fresh Water Fish Commission (FGFWFC) and the Florida Natural Areas Inventory (FNAI). Since the area has been severely burned (June/July 1998), plant species common to comparatively undisturbed sites were not in evidence; the site being dominated by early successional opportunistic species. Having been engaged on the project area since 1987, I have relied heavily on past on-site experience and an earlier ADA-DRI reporting prepared during 1987-88 for the Shadow Crossing PDA, located immediately to the east of the project site.

Table 1, below, provides a listing of special status species which are known to occur or may potentially occur in Volusia County and adjacent Flagler County on habitats similar to that of the subject tract, their listing status with the USFWS and/or the FGFWFC and whether or not they were observed.

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**BEFORE THE CITY COMMISSION
OF THE
CITY OF ORMOND BEACH, FLORIDA**

IN RE: "Hunter's Ridge"
Development of Regional Impact

THIRD AMENDMENT TO AMENDED FINAL ORDER

This matter having come on for hearing before the City Commission of the City of Ormond Beach, Florida, upon the request by the Developers, **HUNTER'S RIDGE RESIDENTIAL GOLF PROPERTIES, INC.**, a Florida corporation, **HUNTER'S RIDGE TIMBER COMPANY, INC.**, a Florida corporation, and **HUNTER'S RIDGE GOLF COMPANY, INC.**, a Florida corporation, as tenants in common, each as to their undivided interest, as successors-in-interest to **GEORGIA-PACIFIC INVESTMENT COMPANY**, an Oregon corporation, granted by that Limited Warranty Deed dated March 25, 1998, and recorded in Official Book 4290, pages 3232-3247, inclusive of the Public Records of Volusia County, Florida, for approval of a proposed change to that Amended Final Order heretofore entered by the Florida Land and Water Adjudicatory Commission, as previously amended (collectively, "the Development Order"), the City Commission finds that:

1. On May 28, 1991, the Florida Land and Water Adjudicatory Commission adopted an Amended Final Order granting the Application for Development Approval for the "Hunter's Ridge" development of regional impact.

-1-

2. A "Notice of Adoption of Development Order Pursuant to Florida Statutes Section 380.06(15)(f)" was recorded by the Florida-Georgia Venture Group on October 1, 1991, in Official Records Book 3696, at Pages 1640 through 1745, inclusive, of the Public Records of Volusia County, Florida.

3. On April 7, 1992, the City Commission approved and authorized the execution of a First Amendment to the Amended Final Order which First Amendment was recorded on April 20, 1992, in Official Records Book 3739, at Pages 1898 through 1913, inclusive, of the Public Records of Volusia County, Florida.

4. On November 18, 1997, the City Commission approved and authorized the execution of a Second Amendment to the Amended Final Order which Second Amendment was recorded on December 4, 1997, in Official Records Book 4257, at Pages 2954 through 2962, inclusive, of the Public Records of Volusia County, Florida.

5. In accordance with Section 380.06(19)(f), *Florida Statutes*, and Rule 9J-2.010(1)(i), *Florida Administrative Code*, the Developers, **HUNTER'S RIDGE RESIDENTIAL GOLF PROPERTIES, INC.**, a Florida corporation, **HUNTER'S RIDGE TIMBER COMPANY, INC.**, a Florida corporation, **and HUNTER'S RIDGE GOLF COMPANY, INC.**, a Florida corporation, as tenants in common, did submit simultaneously to the City, to Flagler County, to the East Central Florida Regional Planning Council, to the

Northeast Florida Regional Planning Council, and to the Florida Department of Community Affairs, a request for approval of proposed changes to the Development Order.

6. The Developers, **HUNTER'S RIDGE RESIDENTIAL GOLF PROPERTIES, INC.**, a Florida corporation, **HUNTER'S RIDGE TIMBER COMPANY, INC.**, a Florida corporation, and **HUNTER'S RIDGE GOLF COMPANY, INC.**, a Florida corporation, as tenants in common, have asserted that the proposed changes do not create a substantial deviation requiring further development of regional impact review.

7. The City has given the required notice and scheduled and conducted a public hearing to consider the proposed changes.

8. The East Central Florida Regional Planning Council has expressed the opinion "that these proposed changes do not result in an automatic substantial deviation determination pursuant to the threshold criteria of Section 380.06(19), *Florida Statutes*," and "nor is it expected that it will cause new or increased impacts to regional resources or facilities when considered independently or cumulatively with prior project changes," and has recommended against submitting the proposed changes for additional regional review by the Council.

9. After giving consideration to the provisions of paragraphs (a) through (h) of Section 380.06(19), *Florida Statute*, specifically including the thresholds set forth in paragraph (b) of Section 380.06(19), *Florida Statutes*, and the presumptions set forth in

paragraphs (c) and (d), and subparagraphs (e)(1), (e)(2) and (e)(3) of Section 380.06(19), *Florida Statutes*, the City Commission determines that the proposed changes do constitute substantial deviations and do not require further development of regional impact review.

Thereupon and in consideration thereof, it is ORDERED that:

A. Subparagraph 3.7 of the Special Conditions incorporated into the Development Order be and the same is hereby amended to read as follows:

3.7 In addition to the requirements of Condition 3.5, the on-site wetlands systems of Hull Swamp and its associated upland wildlife corridor and buffers, the Hull Swamp canal, and the Little Tomoka River and its associated buffer, shall be regarded as preservation areas for the purpose of protecting their natural attributes. These areas may be used for minor walkways and their appurtenances or for the road crossings of the canal. Other construction, vegetation removal, fencing, mowing or development activities which would reduce the effectiveness or character of these buffers shall not be allowed. These areas are identified in the revised Conceptual Development Plan attached hereto as Exhibit "C", Revised, dated December 1, 1991 dated September 5, 2003. The portions in Ormond Beach may be conveyed in perpetuity to an appropriate public agency or to an HOA, provided that there is a conservation easement that would enable the City to enforce covenants and restrictions. Any Association formed to preserve, maintain and supervise the wetlands on-site shall only be empowered to the extent of the conditions of approval of the development order and shall work cooperatively with all public agencies. In the event of any conflict between this Condition, or Conditions 3.8, and Conditions 3.5, the provisions of Conditions 3.5 shall control.

B. Subparagraph 11.14 of the Special Conditions incorporated into the Development Order be and the same is hereby amended to read as follows:

11.14 In addition to the regional transportation conditions set forth in the preceding paragraphs, the following conditions shall be observed prior to the recording of any plats or requesting any development approvals in Ormond Beach, other than for public improvements and infrastructure for the project phases described in the attached Exhibits "D" Revised, dated September 5, 2003 ~~September 30, 1997~~, and Exhibit "F" Revised, dated September 5, 2003 ~~September 30, 1997~~.

C. Subparagraph 12.1(E) of the Special Conditions incorporated into the Development Order be and the same is hereby amended to read as follows:

E. The revised conceptual development plan dated September 5, 2003 ~~December~~ [REDACTED] hereby incorporated as Exhibit "C" Revised September 5, 2003 and shall be generally adhered to with regard to land uses and road patterns.

D. Subparagraph 12.1(F) of the Special Conditions incorporated into the Development Order be and the same is hereby amended to read as follows:

F. The revised phasing map dated September 5, 2003 ~~September 30, 1997~~, is hereby incorporated as Exhibit "D" Revised and, along with Exhibit "F" Revised, dated Exhibit "C" Revised September 5, 2003 ~~September 30, 1997~~, shall be generally adhered to with regard to phasing of the project.

E. Subparagraph 12.1(G) of the Special Conditions incorporated into the Development Order be and the same is hereby amended to read as follows:

G. The revised table of land uses dated September 5, 2003 ~~December 1, 1991~~, is hereby is incorporated as Exhibit "E" Revised September 5, 2003 and shall be generally adhered to with regard to land use designations, numbers of dwelling units and density.

F. Subparagraph 12.1(H) of the Special Conditions incorporated into the Development Order be and the same is hereby amended to read as follows:

H. The revised development phasing schedule dated September 5, 2003 ~~September 30, 1997~~, is hereby incorporated as Exhibit "F" Revised and, along with Exhibit "D" Revised, dated September 30, 1997, shall be generally adhered to with regard to phasing of the project. The phasing schedule in the City may be altered without a substantial deviation review pursuant to Section 380.06(19), *Florida Statutes*, if the Applicant and the City agree to the revised phasing proposal.

G. Subparagraph 12.2 of the Special Conditions incorporated into the Development Order be and the same is hereby amended to read as follows:

12.2 The Ormond Beach portion of the project shall consist of no more than a total of 932 single family units and 50 multi-family units including, but not limited to patio, cluster or town house units. Any deviation from the number of residential lots or their locations, which deviation results in larger lot sizes and lower densities shall be permitted. Areas generally depicted on Exhibit "C" Revised September 5, 2003, ~~December 1, 1994~~ as single family residential may be developed to include patio or cluster type lots ("zero-lot-line" lots) provided there is no increase in overall density. However, changes resulting in smaller lot sizes or higher densities shall require an amendment to this development order in accordance with applicable law.

H. Subparagraph 12.12 of the Special Conditions incorporated into the Development Order be and the same is hereby amended to read as follows:

12.12 Application for approval shall be filed in accordance with the Planned Residential Development (PRD) procedures provided by the City's land development regulations, currently located in Section 10.04 of the City's Land Development Code. The PRD shall be of such size and shape as to be essentially freestanding with regard to traffic circulation and emergency access; utilities, recreation and open space; drainage, detention and retention; other public and HOA infrastructure and proximity to existing development and infrastructure. The limits of the PRD shall generally not exceed the limits of any development phase as identified on Exhibit "C" Revised September 5, 2003 attached December 1, 1991 hereto. PRD submittals may be accompanied by one or more preliminary plats, each freestanding with regard to the above criteria and containing no more than 250 units.

I. Subparagraph 13.12 of the Special Conditions incorporated into the Development Order be and the same is hereby amended to read as follows:

13.12 The City shall reconvey to the Applicant the lands heretofore conveyed to it for use as a water treatment plant site and for that portion of Airport Road south of the Flagler County Line, in exchange for the Applicant's conveyance of the relocated water treatment plant site and the relocated said portion of Airport Road, as shown on the revised conceptual development plan (Exhibit "C" Revised) dated September 5, 2003 December 1, 1991.

J. Subparagraph 14.1(E) of the Special Conditions incorporated into the Development Order be and the same is hereby amended to read as follows:

E. The revised conceptual development plan dated September 5, 2003 ~~December 1, 1991~~, is hereby incorporated as Exhibit "C" Revised September 5, 2003 and shall be generally adhered to with regard to land uses and road patterns.

K. Subparagraph 14.1(F) of the Special Conditions incorporated into the Development Order be and the same is hereby amended to read as follows:

F. The revised phasing map dated September 5, 2003 ~~September 30, 1997~~, is hereby incorporated as Exhibit "D" Revised September 5, 2003 and, along with Exhibit "F" Revised dated September 5, 2003 ~~September 30, 1997~~, shall be generally adhered to with regard to phasing of the project.

L. Subparagraph 14.1(G) of the Special Conditions incorporated into the Development Order be and the same is hereby amended to read as follows:

G. The revised table of land uses dated September 5, 2003 ~~December 1, 1991~~, is hereby incorporated as Exhibit "E" Revised September 5, 2003 and shall be generally adhered to with regard to land use designations, numbers of dwelling units and density.

M. Subparagraph 14.1(H) of the Special Conditions incorporated into the Development Order be and the same is hereby amended to read as follows:

H. The revised development phasing schedule dated September 5, 2003 ~~September 30, 1997~~, is hereby incorporated as Exhibit "F" Revised and, along with Exhibit "D" Revised dated September 5, 2003 ~~September 30, 1997~~, shall be generally adhered to with regard to phasing of the project.

N. Subparagraph 14.2 of the Special Conditions incorporated into the Development Order be and the same is hereby amended to read as follows:

14.2 The Ormond Beach portion of the project shall consist of no more than a total of 932 single family units, 50 multi-family units including, but not limited to patio, cluster or town house units. Any deviation from the number of residential lots or their locations which deviation results in larger lot sizes and lower densities shall be permitted. Areas generally depicted on Exhibit "C" Revised dated September 5, 2003 ~~December 1, 1991~~ as single family residential, may be developed to include patio or cluster type lots (zero-lot-line" lots) provided there is no increase in overall density. However, changes resulting in smaller lots sizes or higher densities shall require and amendment to this development order in accordance with applicable law.

O. Subparagraph 15.2 of the Special Conditions incorporated into the Development Order be and the same is hereby amended to read as follows:

15.2 In addition to the requirements of Condition 3.5, the on-site wetlands systems of Hull Swamp and its associated upland wildlife corridor and buffers, the Hull Swamp canal, and the Little Tomoka River and its associated buffer, shall be regarded as preservation areas for the purpose of protecting their natural attributes. These areas may be used for minor walkways and their appurtenances or for the road crossings of the canal. Other construction, vegetation removal, fencing, mowing or development activities which would reduce the effectiveness or character of these buffers shall not be allowed. These areas are identified in the Revised Conceptual Development Plan dated December 1, 1991 dated September 5, 2003, attached hereto as Exhibit "C" Revised September 5, 2003. The portions in Ormond Beach may be conveyed in perpetuity to an appropriate

public agency or to an HOA, provided that there is a conservation easement that would enable the City to enforce covenants and restrictions. Any Association formed to preserve, maintain and supervise the wetlands on-site shall only be empowered to the extent of the conditions of approval of the development order and shall work cooperatively with all public agencies. In the event of any conflict between this Condition, or Condition 15.3, and Condition 3.5, the provisions of Condition 3.5 shall control.

P. Exhibit "C" to the Special Conditions incorporated into the Development Order be and the same is hereby deleted and replaced with Exhibit "C" Revised September 5, 2003, a copy being attached hereto and incorporated herein by reference.

Q. Exhibit "D" to the Special Conditions incorporated into the Development Order be and the same is hereby deleted and replaced with Exhibit "D" Revised September 5, 2003, a copy being attached hereto and incorporated herein by reference.

R. Exhibit "E" to the Special Conditions incorporated into the Development Order be and the same is hereby deleted and replaced with Exhibit "E" Revised September 5, 2003, a copy being attached hereto and incorporated herein by reference.

S. Exhibit "F" to the Special Conditions incorporated into the Development Order be and the same is hereby deleted and replaced with Exhibit "F" Revised, being a Revised Development Schedule September 5, 2003, a copy being attached hereto and incorporated herein by reference.

Book: 5212
Page: 2599

T. Except as otherwise amended hereby, the Development Order be and the same is hereby ratified, confirmed and continued in full force and effect.

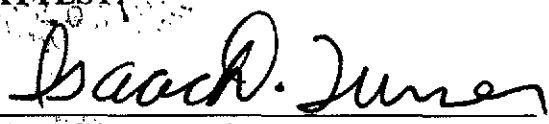
U. The Developers, **HUNTER'S RIDGE RESIDENTIAL GOLF PROPERTIES, INC.**, a Florida corporation, **HUNTER'S RIDGE TIMBER COMPANY, INC.**, a Florida corporation, and **HUNTER'S RIDGE GOLF COMPANY, INC.**, a Florida corporation, as tenants in common shall forthwith, and at their expense, record in the public records of Volusia County, Florida, the Notice required by Section 380.06(15)(f), *Florida Statutes*.

SO ORDERED this the 18th day of November, 2003.



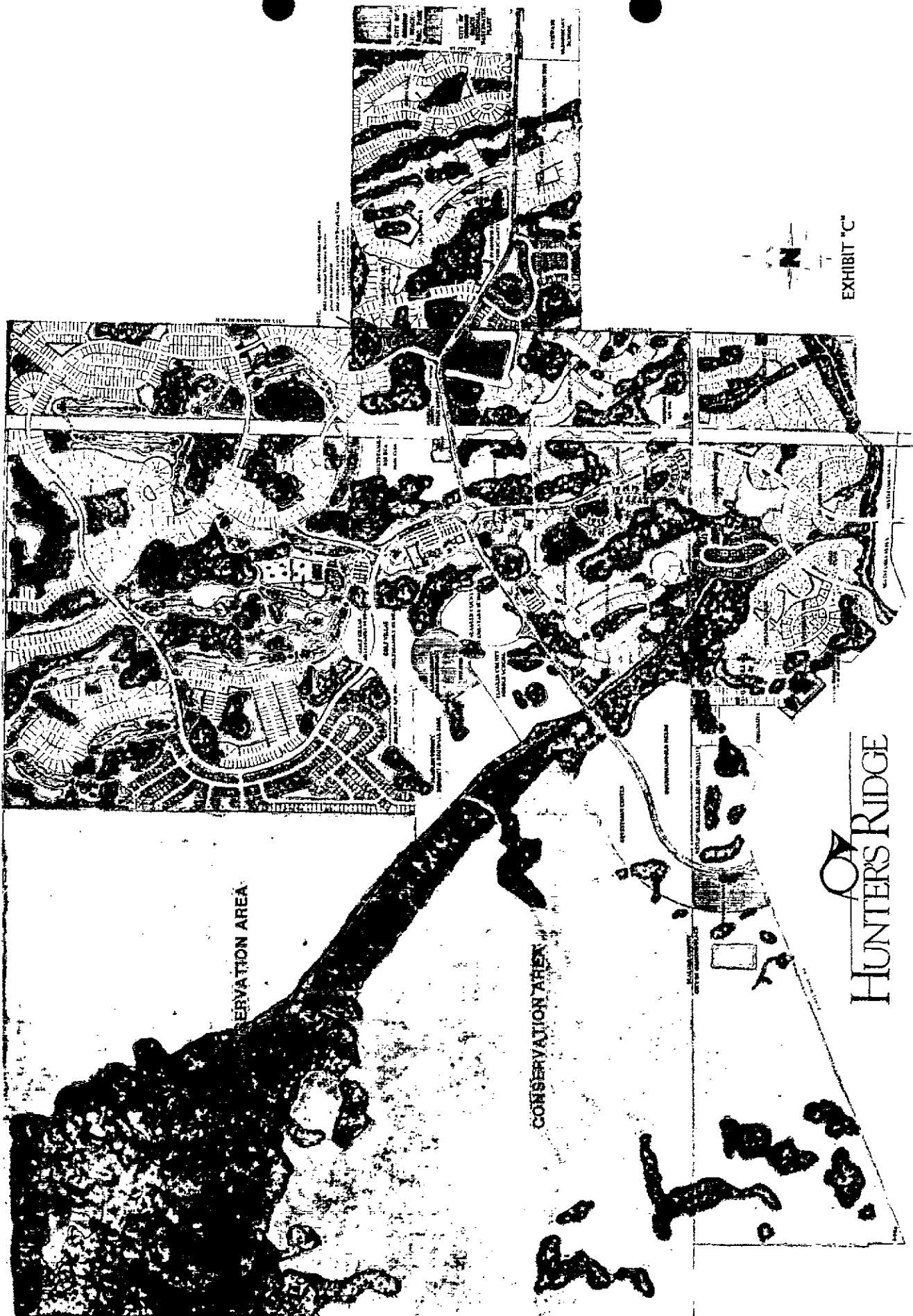
FRED COSTELLO
Mayor


ATTEST:



ISAAC D. TURNER
City Manager

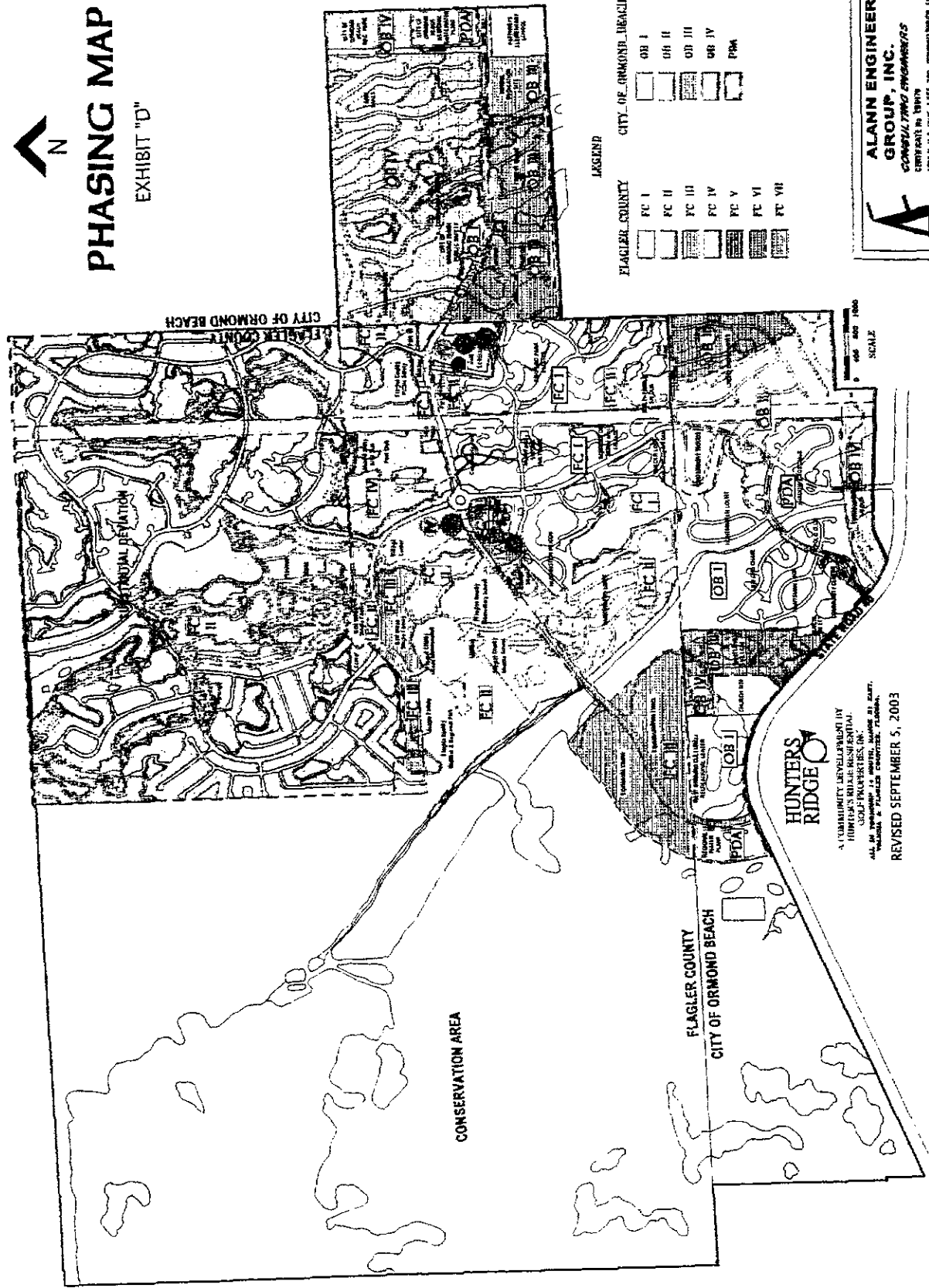
Book: 5212
Page: 2600



Revised September 5, 2003

PHASING MAP

EXHIBIT "D"



**HUNTERS
RIDGE**

A COMMUNITY DEVELOPMENT BY
HUNTER'S RIDGE RESIDENTIAL.
GOLF PROPERTIES, INC.
ALL IN TOWNSHIP 14 NORTH, RANGE 31 EAST,
TALAMON & FLEMING CENSUS TRACT, FLORIDA.

**ALANN ENGINEERING
GROUP, INC.**
CONSULTING ENGINEERS
CENTRALE 160 10176
1200 N. W. 5. HWY. 1 485 200 MEMPHIS TENN. 37124
TEL: (901) 373-7948 FAX: (901) 373-3877

EXHIBIT "E"
HUNTER'S RIDGE LAND USE
Revised September 5, 2003

LAND USE	ORMOND BEACH	FLAGLER COUNTY	COMBINED TOTALS	%
Village Retail Office	0.00	11.61	11.61	0.42%
Village Office	0.00	5.71	5.71	0.21%
Light Industrial	0.00	16.68	16.68	0.60%
Village Services/Recreational	204.55	197.18	401.73	14.50%
Parks & Schools	** 18.80	90.89	109.69	3.96%
Multi-Family Residential (with Upland Buffer)	14.51	84.52	79.03	2.85%
Wetlands	174.54	259.34	433.88	15.66%
Roads, Drainage, Retention	110.95	146.93	257.88	9.31%
Lakes	28.65	52.90	81.55	2.94%
Golf Course	0.00	130.00	130.00	4.69%
FP&L Easement	17.32	57.25	74.57	2.69%
Single Family Residential (with Upland Buffer)	** 340.68	827.61	1168.29	42.17%
TOTAL ACREAGE	910.00	1860.62	2770.62	100.00%

** REVISED

LAND USE	ORIGINAL	REVISED	REVISED	CHANGED	%
		<i>per 1991 Revision</i>	<i>per 2003 Revision</i>		
Village Retail/Office	35.20	11.61	11.61	0.00	0.00%
Village Office	41.20	5.71	5.71	0.00	0.00%
Light Industrial	30.80	16.68	16.68	0.00	0.00%
Village Services/Recreational	164.00	400.68	400.68	0.00	0.00%
Parks & Schools	144.50	121.50	** 109.69	-11.81	-9.72%
Multi-Family Residential w/o Upland Buffers	191.00	84.03	64.03	0.00	0.00%
Single Family Residential w/o Upland Buffers	1717.00	967.05	** 978.86	11.81	1.22%
Upland Buffers	644.00	199.98	199.98	0.00	0.00%
Wetlands	1416.00	433.88	433.88	0.00	0.00%
Roads, Drainage, Golf Course, Retention, etc.	653.30	549.50	549.50	0.00	0.00%
TOTAL ACREAGE	5037.00	2770.62	2770.62	0.00	0.00%

** REVISED

USE	EMPLOYMENT ESTIMATES			
	ACRES	SQ. FT.	KSF	EMPLOYEES
Village Retail/Office (40% Office)	4.64	64,960	4/KSF	260
Village Retail/Office (60% Retail)	6.97	97,580	2.5/KSF	244
Village Office	5.71	79,940	4/KSF	320
Light Industrial/Office Warehouse	16.68	233,520	1.8/KSF	420
Golf & Tennis Club	N/A	N/A	AVERAGES	60
TOTAL EMPLOYEES				1,304

UNIT TYPE	FAMILY SIZE	DWEELLING UNITS		POPULATION TOTALS
		ORMOND	FLAGLER	
Single Family	2.95	932	1237	6398
Multi-Family:				
(a) Townhouses & Villas	2.7	50	245	797
(b) Apartments & Condo's	2.1	0	220	462
TOTALS		982	1702	7657
GROSS DWELLING UNITS PER ACRE		1.08	0.91	AVG .97 DUA

*Employment Estimates are Based on the Following Source:

- ITE Trip Generation, 4th Edition
- 1. Village Office (40% of Village Retail/Office)
14,000 Square Feet of Building per Acre
4 Employees per KSF
- 2. Village Retail (60% of Village Retail/Office)
10,000 Square Feet of Building per Acre
2.5 Employees per KSF
- 3. Village Office
14,000 Square Feet of Building per Acre
4 Employees per KSF
- 4. Light Industrial/Office Warehouse
14,000 Square Feet of Building per Acre
1.8 Employees per KSF

NOTE: SUBSTANTIAL DEVIATION LAND AREA IN FLAGLER COUNTY IS
1004 ACRES WITH 949 DWELLING UNITS OR A GROSS DENSITY
OF .945 DWELLING UNITS PER ACRE.

EXHIBIT "F"

Revised Development Schedule September 5, 2003

Diane M. Matousek

Volusia County, Clerk of Court

ORMOND BEACH

FLAGLER COUNTY

Year	Phase	Description	Year	Phase	Description
Completed	PDA PDA	Deed: Easement (Rima Ridge Well Field) 108 Single Family Dwelling Units Deed: Airport Rd. R.O.W. Deed: Regional Water & Sewer Plant Sites Deed: Easement (Hudson Well Field)	Completed	PDA	Deed Airport Rd. R.O.W.
Completed	OB-I	129 Single Family Dwelling Units Deed: Public Safety Site Deed: Church Site SR 40	Present Thru 3	FC-I	167 Single Family Dwelling Units 193 Multi Family Dwelling Units Construction HR Blvd. To Airport Rd. Construction Airport Rd. from HR Blvd. To City Limits E. Deed Public Safety Site Deed Community Recreation Park Day Care Facility
Completed	OB-II	99 Single Family Dwelling Units Construct Airport Rd. from East to West City Limits	4 Thru 7	FC-II	Light Industry 50,000 Square Feet Deed Library Site Village Center Retail 15,000 Square Feet Light Industry 25,000 Square Feet Construct Airport Rd. west to School Sites Deed Middle School Site Deed Elementary School Site Deed Church Site Deed Maintenance Yard Site Deed Regional Park Site Village Center Office 15,000 Square Feet 156 Single Family Dwelling Units 50 Multi Family Dwelling Units Complete Golf Course
Present	OB-III	204 Single Family Dwelling Units Deed Middle School Site	8	FC-III	Complete Airport Road to SR 40 Village Office 20,000 Square Feet Light Industry 25,000 Square Feet Start Equestrian Center 65 Single Family Dwelling Units
1 Thru 3	OB-IV	392 Single Family Dwelling Units 50 Multi Family Units Deed City Recreational Park @ Airport Rd.	9 & 10	FC-IV	Light Industry 25,000 Square Feet 50 Multi-Family Dwelling Units Village Center Retail 30,000 Square Feet Village Center Office 20,000 Square Feet Light Industry 50,000 Square Feet Village Office 20,000 Square Feet 72 Multi-Family Dwelling Units
SUBSTANTIAL DEVIATION REQUEST IS REQUIRED FOR FUTURE PHASES					
			11	FC-V	Light Industry 30,000 Square Feet 100 Multi-Family Dwelling Units Village Office 20,000 Square Feet 150 Single Family Dwelling Units
			12	FC-VI	Village Center Retail 52,580 Square Feet Light Industry 28,520 Square Feet Village Center Office 29,860 Square Feet 250 Single Family Dwelling Units
			13	FC-VII	250 Single Family Dwelling Units Village Office 19,940 Square Feet
			14	FC-VIII	199 Single Family Dwelling Units

COLEMAN HOLT, M. F. S.
Private Environmental Consultant
32710 Equestrian Trail
Sorrento, Florida 32776
Tel:(352) 735-0463
Fax:(352) 735-0464

LETTER OF TRANSMITTAL

Gill Rd

To: St. Johns River Water Management District
4049 Reid Street
Palatka, Florida 32177

Date: December 10, 2003	Job No.	
To: Sandy McGee		
Hunter's Ridge Boulevard/Airport Road Extension ERP Appl. 4-035-69473-1		
Courier		

WE ARE SENDING YOU ☒ Attached ☐ Under separate cover via _____ the following items

- ☐ Shop Drawings ☐ Prints ☐ Plans ☐ Samples
☐ Report(s) ☐ Change Order ☐ Specifications ☐ Copy of Letter(s)

☒ StJRWMD RAI Response – Telephone Request dated 12-08-2003; S. McGee

COPIES	DATE	NO.	DESCRIPTION
3	12-10-2003	1	Cover Letter
		1	Exhibit 4 – Aerial Photo of HRB/APR Project Site
		1	Exhibit 5 – Aerial Photo of Off-Site Mitigation Area
		1	Revised pages 4, 5 and 6, for RAI response dated 11-12-2003
		1	Revised "Wetland Impacts/On-Site Mitigation Drawing –HRB/APR Project Site

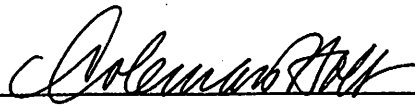
THESE ARE TRANSMITTED as checked below:

- ☒ As requested ☒ For your information ☒ Resubmit __ copy(ies) for approval.
☒ For approval ☐ Approved as submitted or noted ☐ Return _____ corrected print(s)
☒ For review/comment ☐ Returned for corrections ☐ Return _____ copy(ies) for our files.
☒ For your use ☐ MATERIAL RETURNED THAT WAS LOANED TO US
☒ For your files ☐ _____
☐ FOR BIDS DUE: _____, 19 ____

REMARKS:

Copy to: Tonya Griffin, HRRGPI (1)
Kimberley A. Buck, AEG (1)
File (1)

Sincerely,

Signed: 

If enclosures are not as noted, please notify us at once.

c:\general\ltrans.dot



COLEMAN HOLT, M.F.S.

Private Environmental Consultant

32710 EQUESTRIAN TRAIL
SORRENTO, FLORIDA 32776

OFFICE: (352) 735-0463
FAX: (352) 735-0464

December 10, 2003

Ms. Sandy McGee, Regulatory Scientist
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
4049 Reid Street
Palatka, Florida 32177

Re: *Application No. 4-035-69473-1; Airport Road/Hunter's Ridge Boulevard Extension*
 Hunter's Ridge D. R. I., Flagler County, Florida
 Response to Telephoned Request for Additional Information; 12-08-2003 from
 Sandy McGee to Coleman Holt, M. F. S.

Dear Sandy:

Here is the material you requested on 8 December 2003 regarding the Airport Road/Hunter's Ridge Boulevard Extension E. R. P. Application referenced above.

In your call, you requested:

1. Aerial photography available for the Airport Road/Hunter's Ridge Boulevard project site, showing proposed activities. This is provided as Exhibit 4, attached.
2. Aerial photography available for the 9.76-acre Off-Site Mitigation Area in Section 20 of Conservation Area "B", depicting the major vegetation types. See Exhibit 5, attached.

The imagery of both is influenced by the monotony of the post-1998 fire cover characteristics. Very little taller live cypress or pine is present, and the dead snags don't show up on the photos.

In Exhibit 4, Project Site, I have overlaid the CADD drawing which is also enclosed. It is somewhat faint, but readable. In Exhibit 5, Off-Site Mitigation Area, I have hand-drawn the key features.

Also, the canopied cover on the 1993 photos formerly used to photo-interpret the cover distribution yielded different acreage estimates than the post-burn cover of the Flagler 2000 photos. Therefore, I had to revise the table on page 4 of our recent response to your RAI of January 23, 2003. It was also necessary to revise pages 5 and 6. These three pages are attached.

We look forward to your follow up on any matters that still require discussion and hope that we can handle them by telephone in view of the fast approaching January Board. As usual, we really appreciate your work on our projects. Thank you again for your assistance.

Sincerely,

Coleman Holt, M. F. S.
Private Environmental Consultant

Attachments

cc: Kimberley A. Buck, P. E. , Alann Engineering Group
 Tonya Griffin, Project Manager, Hunter's Ridge Residential Golf Properties, Inc.

HUNTER'S RIDGE D.R.I.
AIRPORT ROAD/HUNTER'S RIDGE BOULEVARD EXTENSIONS
S23, T14S, R32E; FLAGLER/VOLUSIA COUNTIES, FL
[Response to SJRWMD Request for Additional Information dated January 23, 2003]
Application No. 4-035-69473-1

MITIGATION PROPOSAL:

Direct Impacts: For 0.96 acres of direct wetland impacts and for 0.45 acres of direct impacts to 25-foot secondary impact buffers, total 1.410 acres, we propose the following **13.96 acres of compensation on-site. (Please see Exhibit 4).** We also provide **9.76 acres of off-site mitigation located in Conservation Area "B", Section 20, T14S, R31E, in the western end of the Hunter's Ridge tract (Please see Exhibit 5).**

ON-SITE CONSERVATION	Type	Acres	Mit. Ratio	Mit. Credits
On-Site Conservation Tract A	Upl. Pres.	0.20		0.0182
On-Site Conservation Tract B	Upl. Pres.	0.17		0.0155
On-Site Conservation Tract C	Upl. Pres.	0.76		0.0691
On-Site Conservation Tract D	Upl. Pres.	0.45		0.0409
On-Site Conservation Tract E	Upl. Pres.	0.13		0.0118
On-Site Conservation Tract F	Upl. Pres.	0.50		0.0455
		2.21	11:1	0.2010
On-Site Conservation Tract H	Wetl. Pres.	2.78		0.1390
On-Site Conservation Tract I	Wetl. Pres.	4.30		0.2150
On-Site Conservation Tract J	Wetl. Pres.	4.67		0.2335
		11.75	20:1	0.5875
OFF-SITE CONSERVATION				
Conservation Area "B"	Upl. Pres.	5.43	11:1	0.4936
Former 404-Acre Golf Course	Wetl. Pres.	4.33	20:1	0.2165
Mitigation Area in Section 20		9.76		0.7101
TOTAL CREDITS PROVIDED				1.4986
TOTAL CREDITS REQUIRED				1.410

Secondary Impacts: the District as has identified Potential secondary impacts attributable to the presence of the road itself:

- * the potential for an increase in wildlife mortality,
- * for the fragmentation of affected wetlands,
- * for the reduction in wetland area

resulting from the improvements to the existing corridor. A 25-ft. average, 15 foot minimum, upland buffer around preserved wetlands will be the minimum buffer configuration used on this project. Where required by local entity, a 50 foot buffer may be required.

Wildlife mortality: Deer, of primary concern in matters related to driver safety as well as to the deer themselves, are a common victim of highway traffic. At the speed limits expected to be in place on this neighborhood access thoroughfare, the hazard should be well below highway levels, but nevertheless a factor to be considered. Incidents involving smaller vertebrates such as raccoons, opossums, and reptiles will likely be of greater importance as further extension of

Coleman Holt, M. F. S.
Private Environmental Consultant

Amended December 10, 2003

HUNTER'S RIDGE D.R.I.
AIRPORT ROAD/HUNTER'S RIDGE BOULEVARD EXTENSIONS
S23, T14S, R32E; FLAGLER/VOLUSIA COUNTIES, FL
[Response to StJRWMD Request for Additional Information dated January 23, 2003]
Application No. 4-035-69473-1

the road becomes justified. However, the shortness of the reaches being currently proposed should keep speeds low and driver-reaction-time higher. Concerns with regard to the higher potential incidence of animal crossings at the wetland strand near the round-about are lessened by the need for vehicular speeds to be greatly reduced to negotiate the turn. A vegetated buffer between Pond No. 4 and the south side of the round-about and a similar buffer around the northeast quadrant will not be likely to reduce road kills; in fact they may have the opposite effect by drawing smaller critters closer to a crossing point before they make the attempt. We consider this hazard only moderate at this time.

Wetland fragmentation as a result of this project will not increase significantly more than what already exists. This is for two reasons.

Airport Road has been in place for in excess of 25 years, before Water Management District regulations were put into effect, and the extent and width of wetland crossings established at original construction will be subject to only minimal change in order to meet current standards. Substandard culverts which "blew out" or overflowed on occasion due to excessive rainfall will be replaced with systems that meet current standards and that will be sized such that during periods of no flow wildlife can use them as crossing points.

The **Hunter's Ridge Boulevard** extension is routed to avoid any major wetland crossings. The corridor impacts 3 isolated depressions. Each of two, which are shallow, intermittently wet slash pine depressions, does not exceed 0.13 acre in size. We propose to fill these systems completely. The third, a 0.68 acre, mixed gum/cypress/pine/wax myrtle site, is proposed for filling on 0.11 acres of its eastern, grassy fringe. Thus, fragmentation impacts are considered to be minimal for this project.

Wetland Reduction: As discussed above, all major crossings of the proposed road lie in a pre-existing corridor, or where new, will be placed such that they will have a minimal affect on the reduction in size and dimensional integrity of affected wetlands.

Mitigation proposed to compensate for potential secondary impacts has been combined with on-site mitigation for direct impacts. It appears that potential secondary impacts will be minimal at this stage of the development of Airport Road. Thus, we have carefully chosen the locations for the placement of mitigation for direct impacts by selecting on-site locations that enhance habitat. One area is the upland/wetland interface along the east side of the proposed Hunter's Ridge Boulevard extension. Second, the other was chosen in the vicinity of the southwestern corner of Airport Road and the FP&L power line right-of-way where an adjacent community park has been planned for future development. *Undedicated areas of wetlands and are being reserved for future development in the region, during which time activities appropriate as upland habitat margins will also be selected for dedication.*

COMMENT 3:

Please provide a letter from Florida Power & Light, which authorizes the applicant to use the area located in the easement area for the proposed surface water management system.

RESPONSE 3:

This comment is being responded to by Alann Engineering Group, Inc., Project Engineer.

Coleman Holt, M. F. S.
Private Environmental Consultant

Amended December 10, 2003

HUNTER'S RIDGE D.R.I.
AIRPORT ROAD/HUNTER'S RIDGE BOULEVARD EXTENSIONS
S23, T14S, R32E; FLAGLER/VOLUSIA COUNTIES, FL
[Response to SJRWMD Request for Additional Information dated January 23, 2003]
Application No. 4-035-69473-1

COMMENT 4:

The District has not received any application fee for this application. Please submit the required \$3000.00 application fee payable to the St. Johns River Water Management District.

RESPONSE 4:

Alann Engineering Group, Inc., Project Engineer, is responding to this comment.

This concludes our response to your above comments. In view of the tight time frames we face on this project, should you have any further questions, please feel free to call.

Sincerely,



Coleman Holt, M. F. S.

Private Environmental Consultant

Appendix: *Exhibit 1, Letter Requesting Modification to Permit 4-035-0067A ERP*
 Exhibit 2, Photo evidence of Former Golf Course Site Alterations
 Exhibit 3: Aerial Photo Depicting Permitted Activities on the Now-Abandoned
 Hunter's Ridge Golf Course Project;
 Permit No. Permit 4-035-0067A ERP
 Exhibit 4, Aerial Photo of Hunter's Ridge Boulevard/Airport Road Project Site.
 Exhibit 5, Aerial Photo Showing Off-Site Mitigation Area; S20, T14S, R31E.

cc: Kimberley A. Buck, Alann Engineering
 Tonya Griffin, Hunter's Ridge Residential Golf Properties, Inc.

COLEMAN HOLDINGS

PRIVATE ENVIRONMENTAL CONSULTANT

22740 Southerner Trail - Sorrento, FL 32776
(352) 385-8872 Fax (352) 735-0464

HP 236
EASEMENT

UPPER CONSERVATION
AREA "B" - 0.17 AC
WETLAND CONSERVATION
AREA "B"

Exhibit 5
AERIAL PHOTO
OF
HUNTERS RIDGE BOULEVARD
AIRPORT ROAD
OFF-SITE MITIGATION AREA
CONSERVATION AREA "B"
S20, T14S, R31E
Flagler County, FL

N
▲

SCALE 1" = 400'

COLEMAN HOLT, M.F.S.
PRIVATE ENVIRONMENTAL CONSULTANT

32710 Equestrian Trail, Sorrento, FL 32776
(352) 735-0463 Ph. Fax: (352) 735-0464

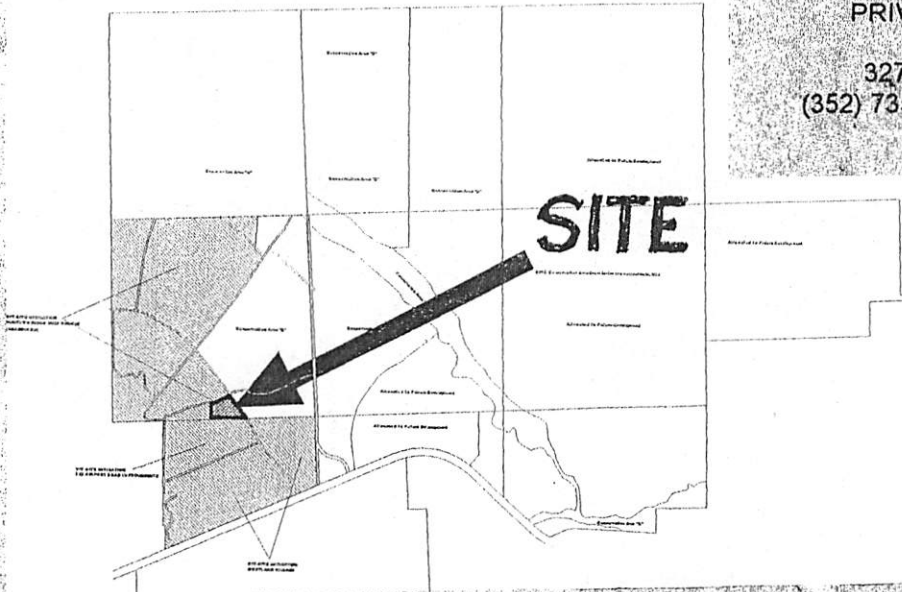
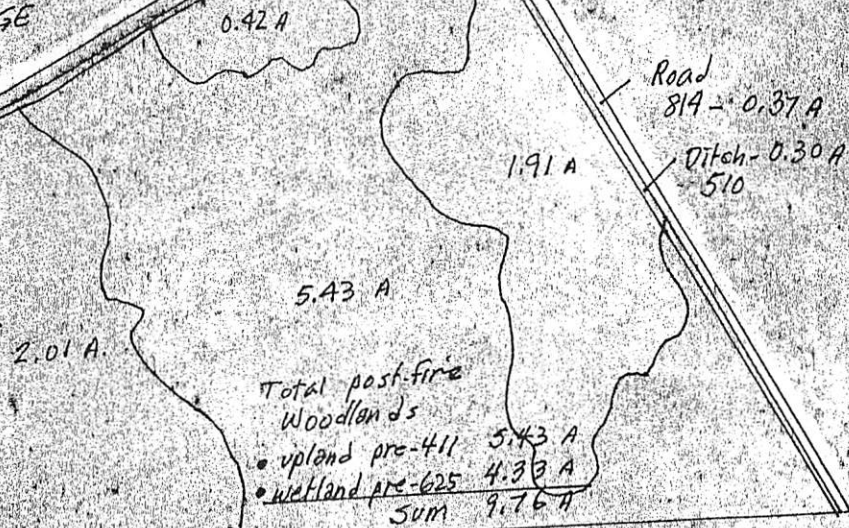


Exhibit 4
AERIAL PHOTO
OF
HUNTER'S RIDGE BOULEVARD
AIRPORT ROAD
PROJECT SITE
S22, T14S, R31E
Flagler County, FL

S20 T14S R31E

SA John's River W.M.D.
Application # 4-035-69473-1 ERP
AIRPORT ROAD/HUNTER'S RIDGE
BOULEVARD EXTENSIONS
OFF-SITE MITIGATION



Flagler Co.
Volusia Co.
(City of Ormond Beach)

Total Dedication: 10.43 A.

S29 T14S R31E

WESTLAND VILLAGE AT HUNTER'S RIDGE
PROJECT DESCRIPTION, WRAP AND ALTERNATIVES ANALYSIS
U. S. ARMY CORPS OF ENGINEERS
APPLICATION NO. 200204406 (IP-JBC)

1. INTRODUCTION:

The following information is provided to the Jacksonville District of the U. S. Army Corps of Engineers pursuant to additional information it has requested regarding our application for a Department of the Army permit pursuant to Section 404 of the Clean Water Act (33 U.S.C. 1344) as described below.

APPLICANT: Felix Amon

Seamax of Hunter's Ridge
211 E. ISB, Suite 213
Daytona Beach, Florida 32118

PROJECT LOCATION AND ACCESS:

Location: The 37.86-acre project site lies between SR 40 and the Flagler County line to the north, generally in the E1/2 of the NE1/4 of Section 28, Township 16 South, Range 31 East. It is in the City of Ormond Beach, Volusia County about 4.5 miles west on SR-40 from Interstate 95.

The latitudinal & longitudinal coordinates at the approximate center of the project site are Latitude 29° 15' 46.5" North, and Longitude 81° 10' 5.0" West.

Access: Direct from SR-40, the project site can be accessed from the north side of SR 40 about 0.25 miles west of Shadow Crossing Boulevard, where the boundary extends along the highway from the end of a white rail fence westerly for about 1600 feet. To access the property from inside the existing development, turn right (north) onto Shadow Crossing Blvd. from SR-40. Then turn left (westerly) on Huntsman's Look, then left (westerly) on Fox

Coleman Holt, M. F. S.
Private Environmental Consultant

January 13, 2004

WESTLAND VILLAGE AT HUNTER'S RIDGE
PROJECT DESCRIPTION, WRAP AND ALTERNATIVES ANALYSIS
U. S. ARMY CORPS OF ENGINEERS
APPLICATION NO. 200204406 (IP-JBC)

Hunter Flat, then left (west) at the first "stub-out" intersection leading into undeveloped lands at the edge of the development site. [Please see LOCATION MAP, attached.]

Existing Site Conditions: The entire Westland Village project area can be characterized as being in a post-fire, naturally regenerating condition brought about by severe, killing fires that occurred in early July 1998. The site supports about 12.29 acres of cypress wetlands, 13.36 acres of former hydric slash pine plantation wetlands, 9.30 acres of slash pine plantation uplands and 0.23 acres of herbaceous wetlands (wet prairie). All areas have been equally affected by the recent wildfires. Though secondary succession is progressing well naturally, former pine sites are visually similar to wet prairie and palmetto brush-land, with scattered slash pine saplings throughout. Burned over cypress sites are presently stark and snaggy, with multiple stump-sprout, sapling-sized cypress, and beds of hydric grasses, sedges, and forbs, predominately maidencane, sawgrass, water hoarhound, pickerelweed, and Carex spp. Low wet pine flatwoods sites were bedded in former times to enhance drainage, but have rarely experienced long-term inundation in this area. Generally when present, water has been puddled in these areas. Broad areas of inundation occur only during periods of significant and frequent rainfall. Water level in cypress-pine depressions has been variable with most months dry to barely wet at the surface. but toward the dryer end of the spectrum.

Proposed Project: The applicant proposes works subject to the Jurisdiction of the U. S. Army Corps of Engineers (USACOE) that include the discharge of fill material into approximately 8.97-acres of the waters of the United States

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(federal wetlands). The purpose of these activities is to facilitate development of a 48-lot subdivision integrated within the master-planned Hunter's Ridge D. R. I.

Stormwater Management: The stormwater management plan conforms fairly closely to natural run-off characteristics. After development, forward portions of all lots will drain toward the street where excess run-off will be picked up and conveyed to retention-detention areas for pre-treatment in accordance with Water Management District guidelines. Rearward portions will drain to 25-foot vegetated upland buffers and thus filtered before entering receiving local depressions, also in conformance to WMD guidelines. Road drainage from areas fronting on Lots 19 through 29 in the northwest will drain northerly to Pond # 1 along the north boundary of the tract. Overflow from this pond will be to existing east-west ditch that drains easterly to Hull Creek and eventually to Little Tomoka Creek. Roads draining from areas fronting on all other lots will drain south-westerly to Pond # 2 in the southwest corner of the tract along SR-40. Drainage from Pond # 2 will be southeasterly to Pond # 3 also bordering SR-40 and eventually via an overflow structure at the easterly end of Pond # 3 to Little Tomoka Creek.

Approvals Currently in Hand:

City of Ormond Beach: Volusia County Health Department Permit in hand; City Construction Permit awaiting Sewer Permit.

St. Johns River Water Management District: General Environmental Resource Permit No. 40C-4-127-223838-11, and

WESTLAND VILLAGE AT HUNTER'S RIDGE
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accompanying Water Quality Certification in accordance with the provisions of Section 401 of the Clean Water Act).

Hunter's Ridge D. R. I.

Project Master Tract: The Westland Village project site is part of the 5,037-acre Hunter's Ridge Development of Regional Impact (DRI). The DRI occupies all of Sections 15, 16, 17, 20, 21, and 22, Twp 14 S, Rge 31E in the southeast corner of Flagler County, and adjoining portions of sections 23, 27, 28 and 29, Twp 14 S, Rge 31 E in the City of Ormond Beach, in Volusia County. About 3863 acres lie in Flagler County, while about 1174 acres are in Ormond Beach. [Please see HUNTER'S RIDGE DRI MAP, attached.]

Negotiations for approval of the DRI, which reached all the way to the State of Florida Land and Water Adjudication Commission made up of Governor and Cabinet, resulted, among other things, in an agreement (Joint Stipulation; December 6, 1990) between the Florida Audubon Society, the Florida-Georgia Venture Group, Flagler County, the City of Ormond Beach and others, and Development Orders that were approved for Flagler County on 12-6-1990 and for the City of Ormond Beach on March 21, 1991.

Conservation Area Set-Asides: As a result of pre-DRI negotiations, the developer agreed to set aside 2,370-acres of conservation lands (2,002-acres in Flagler County and 368-acres in the City of Ormond Beach) in order to obtain a settlement with those opposed to the development in order to allow the project to go ahead on the remaining 2,667 acres (1,860-acres in Flagler County and 807-acres in the City). These set-asides include all of Sections 17 and 20, and roughly half of Sections 16 and 21 in Flagler County.

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For portions of Volusia County within the City of Ormond Beach, the set-asides generally include all of the included portion of Section 29 and about half of Section 28, as well as all of the Little Tomoka Creek and Hull Creek flood plain plus a 100-foot upland buffer along Little Tomoka Creek.

By agreeing that a conservation set-aside, covering over 47% of the Hunter's Ridge tract, would amount to an equitable trade-off for development of the remaining portions of the Hunter's Ridge Tract, assuming that normal avoidance and minimization practices and on-site mitigation planning would also be exercised within areas to be developed, those opposed were in effect agreeing that permits for development of the remaining lands could be pursued.

In the settlements mentioned above, certain rights were retained by the developer that allowed future use of the conservation areas by the developer for low impact recreational uses (equestrian and hiking trails), limited hunting (hogs and deer), specified silvicultural activities, hydrologic restoration/enhancement (closing ditches, culverting fill roads, re-hydrating dehydrated wetlands), and to use the Conservation Lands as "off-site mitigation". As to the latter, the lands can be used to provide preservation, enhancement and/or restoration credits where on-site compensation is not considered by the permitting agencies to be enough to compensate for environmental impacts. It was also agreed that any hydrologic enhancements and/or hydrologic or other restoration activities carried out on Conservation Lands in keeping with other aspects of the agreement can also be

Coleman Holt, M. F. S.
Private Environmental Consultant

January 13, 2004

WESTLAND VILLAGE AT HUNTER'S RIDGE
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 U. S. ARMY CORPS OF ENGINEERS
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creditable toward meeting off-site mitigation requirements, whether or not the affected acreages had been previously used to accumulate mitigation credits for preservation alone.

These agreements are of significant importance. They not only infer that the areas set-aside for development are eligible to pursue construction permits under the DRI as the result of the costly forfeiture of lands for up-front conservation, but they also allow use of the Conservation Lands for a number of overlapping forms of off-site mitigation.

Development Lands: Areas not mandated for Conservation were determined by the parties to be eligible to pursue permits for development. Under existing authorizations, these areas include 807 acres in the City of Ormond Beach and 883 acres in Flagler County. Another 977 acres in Flagler County, about 52.5% of the 1,860-acre total, have been designated as a substantial deviation area, which with the exception of a golf course will require additional approvals under the DRI before permits can be pursued.

The following table describes the relationship between the Westland Village tract and the Hunter's Ridge D. R. I. tract as a whole.

Land Area	Flagler County	City of Ormond Beach	Combined Total
		<u>Acres</u>	
Currently DRI-Authorized for Development	883	807	1690
Developed or Under Permit for Development to Date		378	
Conveyed or In Process of Conveyance to Public Entities		118	
Conveyed or In Process of Conveyance to Other Developers		266	
Westland Village Tract		38	
Reserved - Development Unfeasible		7	
Substantial Deviation Area - Devel. Delayed*	977		977

Coleman Holt, M. F. S.
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Total Area DRI-Authorized for Development	1860	807	2667
DRI-Mandated Conservation	2002	368	2370
Total Tract by County	3863	1174	5037

* By DRI-mandate, this area must undergo further approvals before being authorized to move forward with permitting.

Scheduling of Development: With regard to the scheduling of development in Flagler County and the City of Ormond Beach, Ormond Beach sites must be developed to a required threshold level before development can proceed in Flagler County. This introduces another element that puts further pressure on the developer to use the Westland site.

Alternatives Analysis

The Westland Village tract is the last remaining Hunter's Ridge development parcel in the City of Ormond Beach that was authorized for development by the Hunter's Ridge D. R. I. All other areas have either been previously developed, allocated to other builders who will seek their own permits, are limited to multifamily dwelling units unsuited to the subject site, or are unsuitable for development due to economically unfeasible access, particularly along the SR-40 corridor. [Please review the attached sketch map of the area within the City of Ormond Beach showing:

1. areas that have already been developed,
2. areas that have been conveyed to and for which permit applications will be filed by other developers later.
3. an area restricted by the DRI to multi-family unit development unsuitable for the subject site, and
4. an area for which development would not be economically feasible due to the location of wetlands, the limited lot area and the anticipated costs vs. yields.

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Thus, there are no other non-wetland sites available within the Ormond Beach portion of the D. R. I., that will allow for the fulfillment of the project purpose, and it will not be possible to utilize non-wetland areas of Flagler County until development commitments in the Ormond Beach portion of the DRI are met.

It is the opinion of the applicant, that the conditions on the subject tract were taken into consideration when agreements regarding the vast Conservation Areas to the west and bordering the Little Tomoka Creek flood plain were struck.

Even so, since development began on this DRI, the project has been remarkably conservative with respect to wetland impacts. For instance, the overall exposure to 261.10 acres of on-site wetlands due to dredge and/or fill for residential development to date on the Hunter's Ridge DRI has totaled 8.56 acres or 3.3%.* The Westland Village tract presents conditions that tend to challenge that norm. The percent of Westland Village wetlands disturbed will be 27.4%. However, when all residential development wetland acreages and impact acreages are combined, the total is 18.24 acres of impacts or 6.15% of the 296.4 project acres involved.

Though the development is not water dependent, the following discussion surveys the alternatives considered for 6 iterations of the master development plan which successively

* - On the Hunter's Ridge Golf Course, impacts to 101.13 on-site acres amounted to 31.84 acres or 31.5%.

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reduce the acres of impact or otherwise reduce the negative affects of unavoidable impacts. It incorporates the above referenced limits on the range of practical alternatives imposed by the DRI, land-form, political boundaries and the requirements articulated by the Development Orders of Flagler County and the City of Ormond Beach and their comparative affects on development scheduling.

Avoidance/Minimization of Wetland Impacts: The applicant has devoted considerable time and resources toward achieving an acceptable development plan, including efforts to reduce and/or eliminate the affects of environmental impacts. The following is a description of various amendments to the plan. These begin with the original 1991 plan associated with the originally approved D. R. I. (See original Master Development Plan, 1991) and continue through six major iterations to the present plan, under which the project was approved by the City of Ormond Beach and the St. Johns River Water Management District in September 2003 (StJRWMD Permit No. 40C-4-127-223838-11).

1. Original Site Plan:

Parcel size: 42.06 acres
Lots planned: 59
Filled U. S. Waters: 13.62 acres; 45.57%
Cypress/Cypress-Pine/Wet Prairie: 3.01 acres; 19.05%
Low Wet Flatwoods: 10.61 acres; 75.30%
(See plan originally approved with the D. R. I., 1991).

2. Interim plan (undated; circa 1997)

Parcel Size: 42.06 acres
Lots Planned: 47 lots
Filled U. S. Waters: 8.30 acres; 27.77%
Cypress/Cypress-Pine/Wet Prairie: 0.34 acres; 2.15%
Low Wet Flatwoods: 7.96 acres; 56.49%
Affect: Reduce Lots from 59 to 47
Reduce C/C-P/WP Impacts by 2.67 acres; 88.70%
Reduce LWF Impacts by 2.65 acres; 24.97%

**WESTLAND VILLAGE AT HUNTER'S RIDGE
PROJECT DESCRIPTION, WRAP AND ALTERNATIVES ANALYSIS**

**U. S. ARMY CORPS OF ENGINEERS
APPLICATION NO. 200204406 (IP-JBC)**

Overall Impacts Reduction: 5.32 acres; 39.06%
(See sketch plan of Version # 2 Design)

3. Interim plan (2001)
Parcel Size: 42.06 acres
Lots Planned: 48 lots
Filled U. S. Waters: 8.52 acres; 28.50%
Cypress/Cypress-Pine/Wet Prairie: 0.55 acres; 3.48%
Low Wet Flatwoods: 7.97 acres; 56.56%
Affect: Increase Lots from 47 to 48
Increase C/C-P/WP Impacts by 0.21 acres; 61.76%
Increase LWF Impacts by 0.01 acres; 0.13%
Overall Increase in Impacts: 0.22 acres; 2.65%

It was determined that at least 48 lots were necessary to achieve a profitable venture for the developer, and one lot was added. Lots in southern sector consolidated, wet retention substituted for lot clusters in that area, relieving affects of scattered lots on adjacent wetlands; increasing surface water management efficiency and juxtaposing water features with adjacent residual upland habitats and adjacent wetlands. Final development plan begins to take shape.

(See plan of Version # 3 Design.)

4. Interim plan (undated; early 2002)
Parcel Size: 35.30 acres
Lots Planned: 48 lots
Filled U. S. Waters: 8.93 acres; 34.49%
Cypress/Cypress-Pine/Wet Prairie: 0.27 acres; 2.15%
Low Wet Flatwoods: 8.66 acres; 64.82%
Affect: No Change in No. of Building Lots
[Reduce area to be developed by the 6.76-acres in northwest portion of tract. This eliminates impacts previously proposed for this area, namely, 0.86-acres of cypress/cypress-pine/wet prairie communities and 0.54-acres of low pine flatwoods.]

In the remaining 35.30 acres of the Westland Village tract, the following changes were incorporated:

Reduce C/C-P/WP Impacts by 0.28 acres; 50.91%
Increase LWF Impacts by 0.69 acres; 0.09%
Overall Increase in Impacts: 0.41 acres; 0.05%

The purchase agreement between Hunter's Ridge and the developer did not include the 6.76-acre portion extending west from the northwest corner of the main Westland Village tract. Thus the project area was reduced by this amount to

WESTLAND VILLAGE AT HUNTER'S RIDGE
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U. S. ARMY CORPS OF ENGINEERS
APPLICATION NO. 200204406 (IP-JBC)

35.30-acres. It was determined that development of the 6.76-acre "ell" was economically unfeasible because the number of lots that could be created in that area would not develop the yield necessary justify the costs of access, and additional amount of wetland impacts.
(See sketch plan of this design.)

5. Interim plan (June, 2002)

Parcel Size: 35.30 acres
Lots Planned: 48 lots
Filled U. S. Waters: 9.02 acres; 34.84%
Cypress/Cypress-Pine/Wet Prairie: 0.45 acres; 3.59%
Low Wet Flatwoods: 8.57 acres; 64.15%
Affect: No Change in No. of Lots
Increase C/C-P/WP Impacts by 0.18 acres; 66.67%
Reduce LWF Impacts by 0.09 acres; 0.01%
Overall Increase in Impacts: 0.09 acres; 0.01%

To meet City of Ormond Beach open space requirements, lots were reduced in size slightly to allow two lots to be added, of which two were designated as open space in locations and at intervals required by the City. Overall, this unavoidable constraint provided for an increase of 0.18 acres of impacts to cypress/cypress-pine/wet prairie communities and a slight decrease in impacts to low wet flatwoods communities; net: 0.01% increase in impacts.
(See sketch plan of this design.)

6. Interim plan (undated; circa 1997)

Parcel Size: 35.30 acres
Lots Planned: 487 lots
Filled U. S. Waters: 8.97 acres; 34.65%
Cypress/Cypress-Pine/Wet Prairie: 0.45 acres; 3.59%
Low Wet Flatwoods: 8.52 acres; 63.77%
Affect: No Change in No. of Lots
Reduce C/C-P/WP Impacts by 0.00 acres; 0.00%
Reduce LWF Impacts by 0.05 acres; 0.01%
Overall Impact Reduction: 0.05 acres; 0.01%

A final 0.05-acre reduction in the low wet flatwoods community reduced total impacts by an additional 0.01%. This change was required by the St. Johns River Water Management District in order to eliminate potential secondary environmental impacts to off-site areas to the west that would be brought about by the potential extension of a street from the northwestern portion of the project tract into the next-door church site to the west, which has already been conveyed but is as yet undeveloped.
(See sketch plan of this design.)

In light of the supporting information above, we believe that the

Coleman Holt, M. F. S.
Private Environmental Consultant

January 13, 2004

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Westland Village site is the only available location for this project and we believe that we have minimized and/or avoided impacts to the wetland resources on-site to the greatest extent possible.

PROPOSED MITIGATION

On-Site Mitigation: The applicant has proposed on-site preservation of 12.07 acres of cypress, 4.25 acres of hydric pine flatwoods, and 2.59 acres of upland pine flatwoods. These areas include all natural communities not slated for alteration on the project site. All will be protected in perpetuity by conservation easement and signage in accordance with the requirements of the above referenced permit already issued by the St. Johns River Water Management District.

A 187-acre tract located in the City-of-Ormond-Beach sector of the above referenced western Conservation Area B is proposed as off-site mitigation. [Please see OFF-SITE MITIGATION map, attached.]

This tract, with the exception of portions next described, is that part of Section 29, Twp 14S, Rge 31E, lying between the north side of the SR-40 R. O. W. and the Flagler County line and between the western boundary of the Hunter's Ridge property and the north-south road (aka 40-Grade) aligned along the boundary between sections 28 and 29, Twp 14S, Rge 31E, between SR-40 and the Flagler County line. [Excluded is a previously established preservation parcel of approximately 50-acres allocated as off-site mitigation for another project. This parcel is bounded on the west by the western boundary of the Hunter's Ridge property, on the north by the Flagler County line, on the east by the second southeast-to-northwest fill road east of the western Hunter's Ridge property line, and on the south by a northeast-to-

WESTLAND VILLAGE AT HUNTER'S RIDGE
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southwest fill road that joins the east boundary road with the western boundary. This is shown on the OFF-SITE MITIGATION map.]

The off-site mitigation parcel includes 41 acres of cypress and mixed cypress-pine, 65 acres of hydric slash pine flatwoods wetlands and 81 acres of upland slash pine flatwoods in an area exhibiting a mosaic of uplands and wetlands similar to the project site in all aspects including cover characteristics, hydrology, soils, and fire history. The site is imbedded well within a major watershed area across which occasionally excessive surface run-off is conveyed from the large Hull Swamp to the north in Flagler County to the head water wetlands of Little Tomoka Creek to the south across SR-40.

It otherwise provides an ecologically diverse mosaic of intermittently inundated cypress, cypress-pine, hydric pine and dryer upland pine flatwoods habitats. In addition to values anticipated to be gained by the above activities, these properties lie directly across SR-40 from forest land to the south jointly owned by the Florida Division of Forestry and the St. Johns River Water Management District. Thus the proposed area should further protect this contiguous watershed.

In years prior to 1987, when the Hunter's Ridge property was intensively managed for pine timber by large industrial forest products companies, the fill roads built to provide access to the forest were built with minimal regard for the natural, historic surface drainage of the area. Today, several areas of backed up surface drainage in the flatwoods and occasional dehydrated cypress wetlands exist on the proposed mitigation parcel and elsewhere on the Hunter's Ridge DRI. Since these roads still serve a purpose with regard to property security and fire control, we intend to install properly sized, equalizing culverts

Coleman Holt, M. F. S.
Private Environmental Consultant

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at appropriate intervals along the roads within the off-site mitigation area so as to restore the natural flow-ways. These activities, in our opinion, will contribute significantly to the value of the mitigation acreage being proposed as well as to the value of woodlands hydrology within areas immediately down-slope of the site. [Please see the attached OFF-SITE MITIGATION AREA HYDROLOGIC ENHANCEMENT MAP that depicts areas selected for culverting TO achieve this objective.]

The extent of the proposed mitigation package is based upon a Wetlands Rapid Assessment Program (WRAP) analysis of wetlands to be preserved on both the project site and on the off-site mitigation area in Conservation Area B. This analysis indicates that on-site impacts of 9.454 acres combined with preservable, undisturbed sites on the project site yield a LOSS value of -3.820, while the off-site mitigation area, if hydrologically enhanced to re-establish old drainage patterns, yields a LIFT value of 19.994, or a lift ratio of 5.22 : 1. The WRAP analysis is provided as a separate report in the Appendix.

For a number of decades prior to the late 1980's, the project area had been intensively managed for row-planted slash pine timber, and thus has been altered by industrial silvicultural management practices. Property wide surveys for listed species during wetland delineation, including activities on the subject site revealed no evidence of federally or state listed species.

In July 1998, its entire acreage was severely burned by wildfires, resulting in a current cover consisting of ruderal herbaceous plant species, young slash pine saplings and pond cypress root sprouts.

WRAP ANALYSIS
WESTLAND VILLAGE @HUNTER'S
SEAMAX OF HUNTER'S RIDGE
USACOE PERMIT APPLICATION NO. 200204406 (IP-JBC)
Latitude 29°15'44"; Longitude 81°10'04"
Sections 28, Township 14 South, Range 31 East
City of Ormond Beach, Volusia County, Florida

1.0 INTRODUCTION AND BACKGROUND:

1.1 INTRODUCTION: The Westland Village at Hunter's Ridge tract occupies a +/- 35.30 acre site in the City of Ormond Beach portion of the +/-5037 acre Hunter's Ridge DRI Tract located in southeast Flagler and immediately adjacent portions of the City in Volusia County, Florida, north of State Road 40 about 4.5 miles west of Interstate 95.

+/-8.973 acres of federal wetlands are to be filled, and +/-0.481 acres are to be dredged, for a total of +/-9.454 acres to provide for a 48-lot residential subdivision and associated infrastructure.

To compensate for these impacts, we have placed under conservation easement +/-12.07 acres of Cypress, Cypress-Pine and Wet Prairie wetlands, +/- 4.36 acres of hydric slash pine flatwoods, +/-1.61 acres of upland slash pine flatwoods buffer, and +/-0.78 acres of non-buffer upland slash pine flatwoods on the project site. In addition, we have dedicated +/-40.82 acres of pine, cypress-pine and wet prairie wetlands, +/-65.03 acres of hydric slash pine flatwoods and +/-81.22 acres of upland slash pine flatwoods off-site on Hunter's Ridge property in Conservation Area "B" in the same watershed 1.75 miles to the west. (Please see attached **Map I: Location Map.**) You are already aware that the project already possesses an Environmental Resource Permit from the St. Johns River Water Management District; Permit No. 40C-4-127-223838-11, issued September 09, 2003. The above described mitigation is a requirement of that permit. The mitigation vs. compensation acreage ratio required under the St. Johns River Water Management District Environmental Resource Permit for this project is **1 : 21.27**. The Functional Loss vs. Lift Ratio calculated in the WRAP analysis described herein is **1 : 5.22**.

1.2 SITE CONDITIONS AFFECTING THIS ANALYSIS: Devastating forest fires in June/July 1998, followed by post-fire insect mortality necessitated a timber salvage on project site and off-site mitigation areas. On both areas, salvage cutting has taken place only on pine sites, on upland sites as well as on weakly depressional slash pine flats. In burned areas, lower depressional sites formerly supporting a preponderance of pond cypress/swamp tupelo/slash pine, all of which were also fire-killed, were not logged in order to preserve wetland soil values. Due to these conditions, the EXISTING condition in the WRAP analysis of burned sites has been skewed by recent fire history.

The area known as Conservation Area "B", in the western half of the Hunter's Ridge property, is under a mandate to restore wetlands to a condition as close as possible to that which existed before intensive silvicultural management was initiated. Thus, in shallowly depressional wetlands which have been bedded and row-planted to slash pine in recent decades, all future management will be focused on restoring natural slash pine stands and/or open wet prairies, as indicated by residual signs of the previous condition. Recent pre-fire cutting was being carried out as part of this restoration process. At the same time, in the upland pine sites in the Conservation Area "B" area, intensive pine silviculture is still authorized, just as it is on the eastern portion of the property slated for development.

All vegetated wetlands are shallowly depressional and retain surface water only intermittently to varying degrees. Cypress/Pine/Gum systems (FLUCFCS Types 621 and 624) experience spotty (rarely complete) inundation that usually occurs for 4 to 6 months each year. Separate

Coleman Holt, M. F. S.
Private Environmental Consultant

January 13, 2004

WRAP ANALYSIS
WESTLAND VILLAGE @HUNTER'S
SEAMAX OF HUNTER'S RIDGE
USACOE PERMIT APPLICATION NO. 200204406 (IP-JBC)
Latitude 29°15'44"; Longitude 81°10'04"
Sections 28, Township 14 South, Range 31 East
City of Ormond Beach, Volusia County, Florida

inundation periods in herbaceous wetlands (FLUCFCS Type 643) may cumulatively total 2 to 3 months in any one year. Wetland pine flatwoods sites experience inundation only after major storm events and rarely for longer periods except during exceptionally wet periods. Near surface water tables have resulted in hydric soil conditions within the strata which normally qualify or disqualify a soil as hydric.

1.3 CONVENTIONS AND JUSTIFICATIONS: Over 10 years of site evaluations and wetland delineations carried out by this consultant in the areas that recently burned provide ample site-descriptive data to allow for accurate representations of pre-fire conditions and the post-fire regeneration outlook. Plant communities, hydrologic conditions, surface drainage and wildlife features in both wetlands and uplands in the unburned areas are very similar in stand characteristics (species types, age, structural diversity), soils, topography and aspect (direction of slope) and surface drainage to those areas that were burned. For these reasons, we have used the following conventions in deriving WRAP ratings and weighting factors.

1.3.1. Pine Management: Until developed, the Hunter's Ridge tract, including upland pine ecotypes in Conservation Area "B", has been and is to continue to be actively managed for pine timber in all suitable areas in accordance with provisions stated in the respective Flagler County and City of Ormond Beach Development Orders. Thus, the WITHOUT PROJECT condition in all upland pine sites throughout and in all wetland pine sites in areas slated for development is assumed to be silvicultural management on an average 20-year rotation.

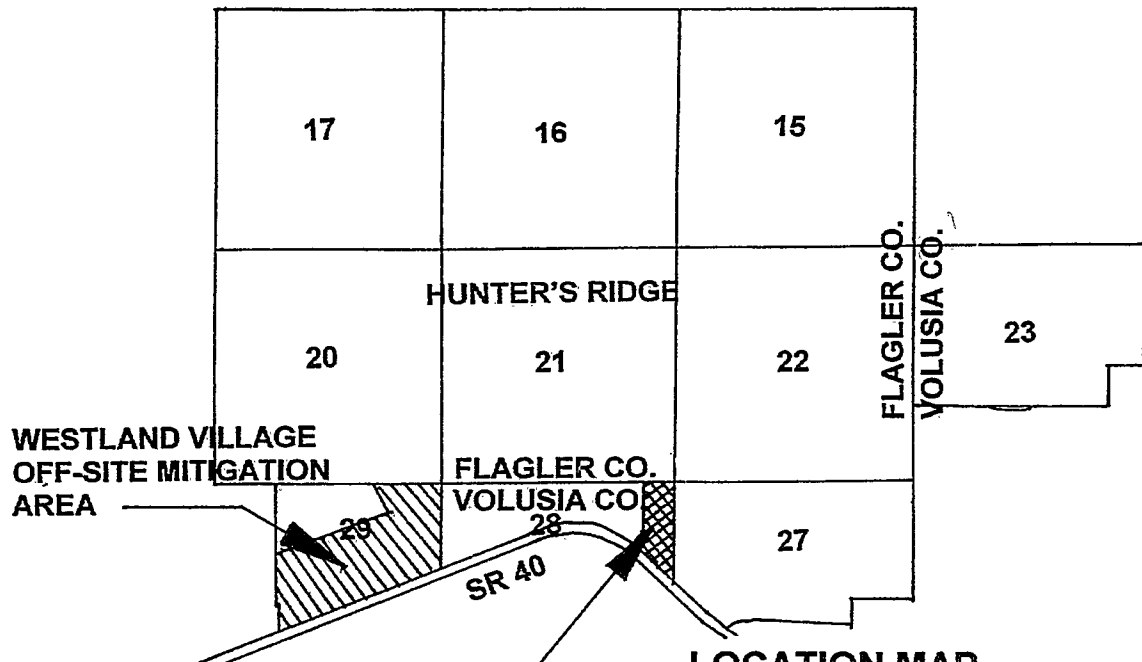
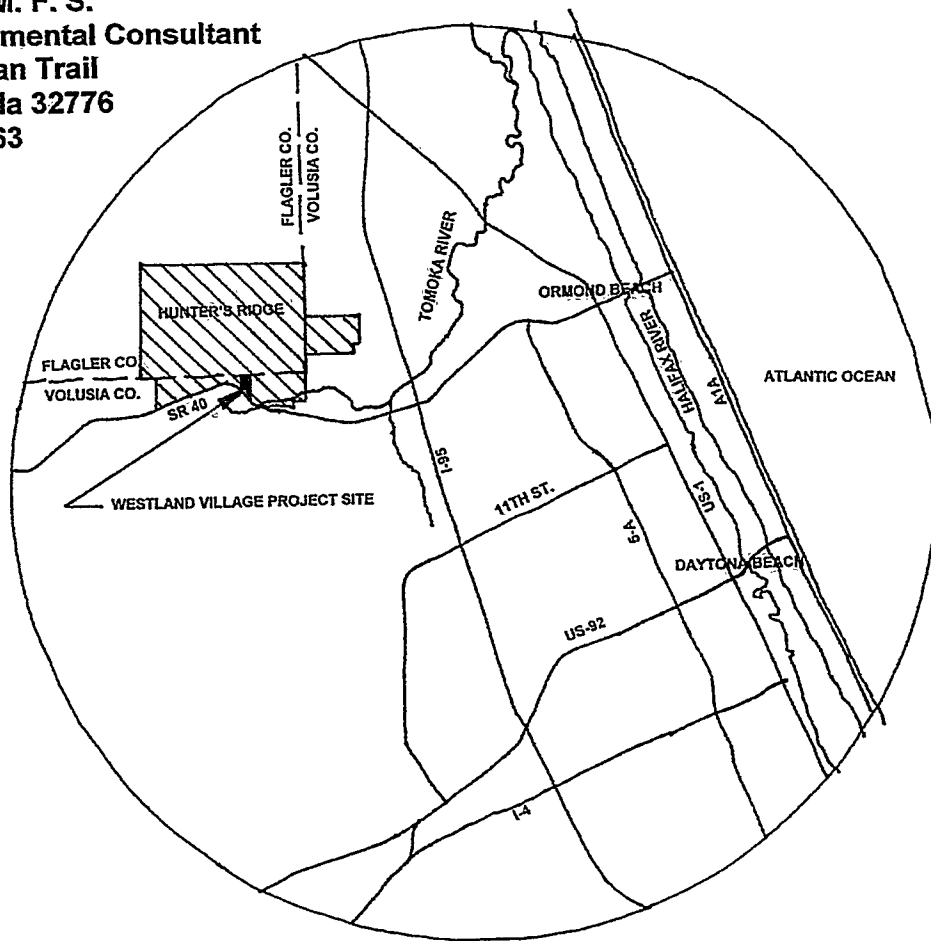
1.3.2. Wetland Function Weighting Values: Prior to running the WRAP evaluations for each of the above sample sites, wetland function weighting values were assigned for each to each applicable WRAP element. In accordance with Section 5b of the MBRT Manual, it was determined that a positive weighting value could be used for two rating factors: Established Watershed Issues(EWI) and Benefits to Important Adjacent Areas (AA). Factors such as Threatened & Endangered Species (T&E), Scarce Habitats (SH) and Other Special Considerations (SC) were not deemed to be applicable to this project.

Established Watershed Issues (EWI) and Benefits to Important Adjacent Areas (AA): The project area lies in the headwaters of an Out-standing Florida Water (OFW), the Tomoka River basin. As such, the project surface water management guidelines adhere to OFW requirements of the St. Johns River Water Management District. Thus we have deemed it appropriate to use a rating of 3 for the EWI & AA factors.

For all impact sites:	EWI & AA = n/a
For all preservation sites:	EWI & AA = 3

Threatened & Endangered Species (T&E): Though there are listed flora and fauna of minor regulatory significance (Cinnamon fern, Royal fern, dahoon: Commercially Exploited) on the project area and within areas slated for on- and off-site preservation. The status of listed species will not be measurably improved on areas slated for preservation. Thus, it was determined that, with

Coleman Holt, M. F. S.
Private Environmental Consultant
32710 Equestrian Trail
Sorrento, Florida 32776
Ph. 352-735-0463



**WESTLAND VILLAGE
 PROJECT SITE**

LOCATION MAP

WESTLAND VILLAGE at HUNTER'S RIDGE
SS 15-17, 20-23, 27-29, Twp 16 S, Rge 31 E
FLAGLER & VOLUSIA COUNTIES, FL
USACOE APPLICATION NO. 200204406 (IP-JBC)

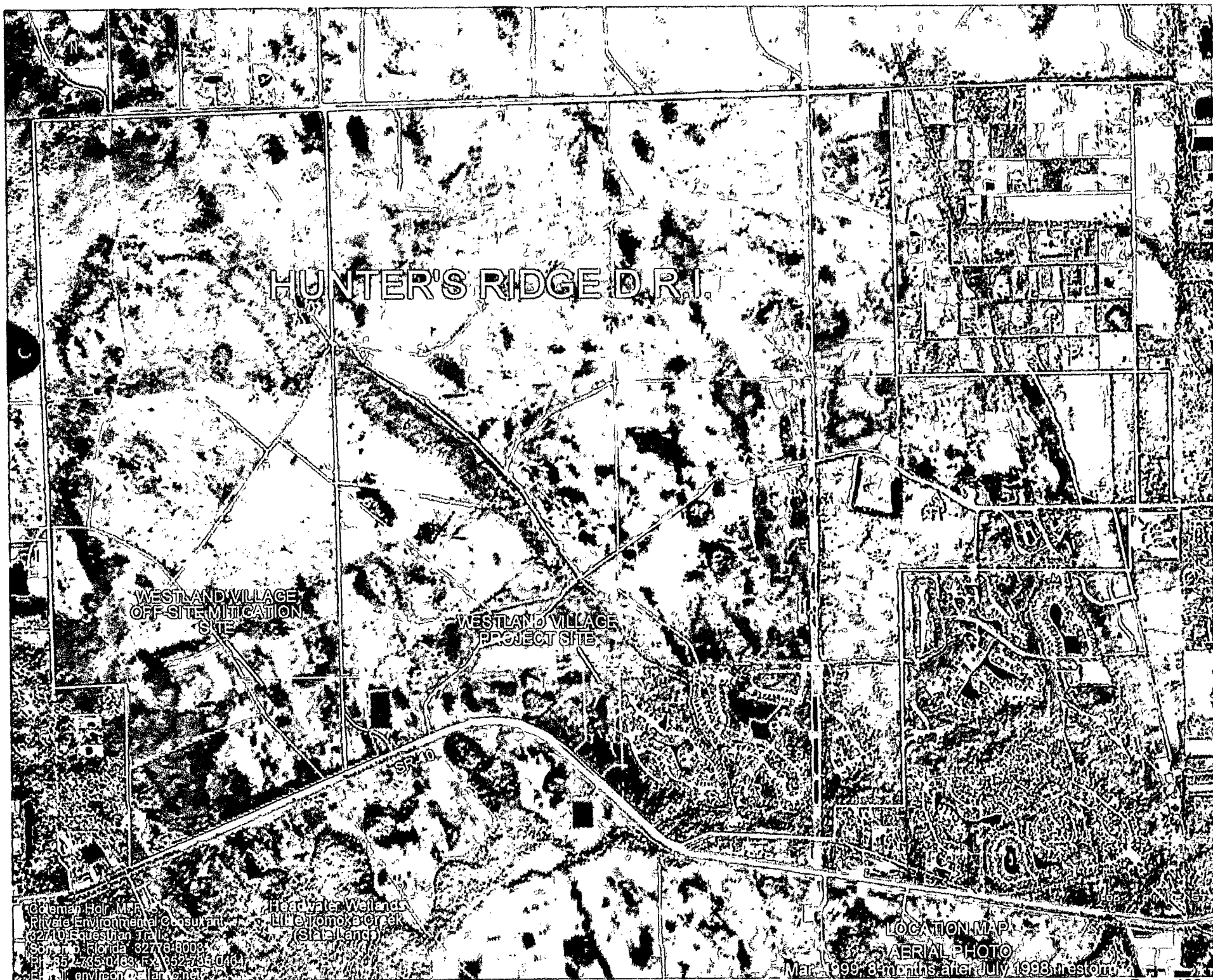
ICOE Application No. 200204406 (IP-JBC)

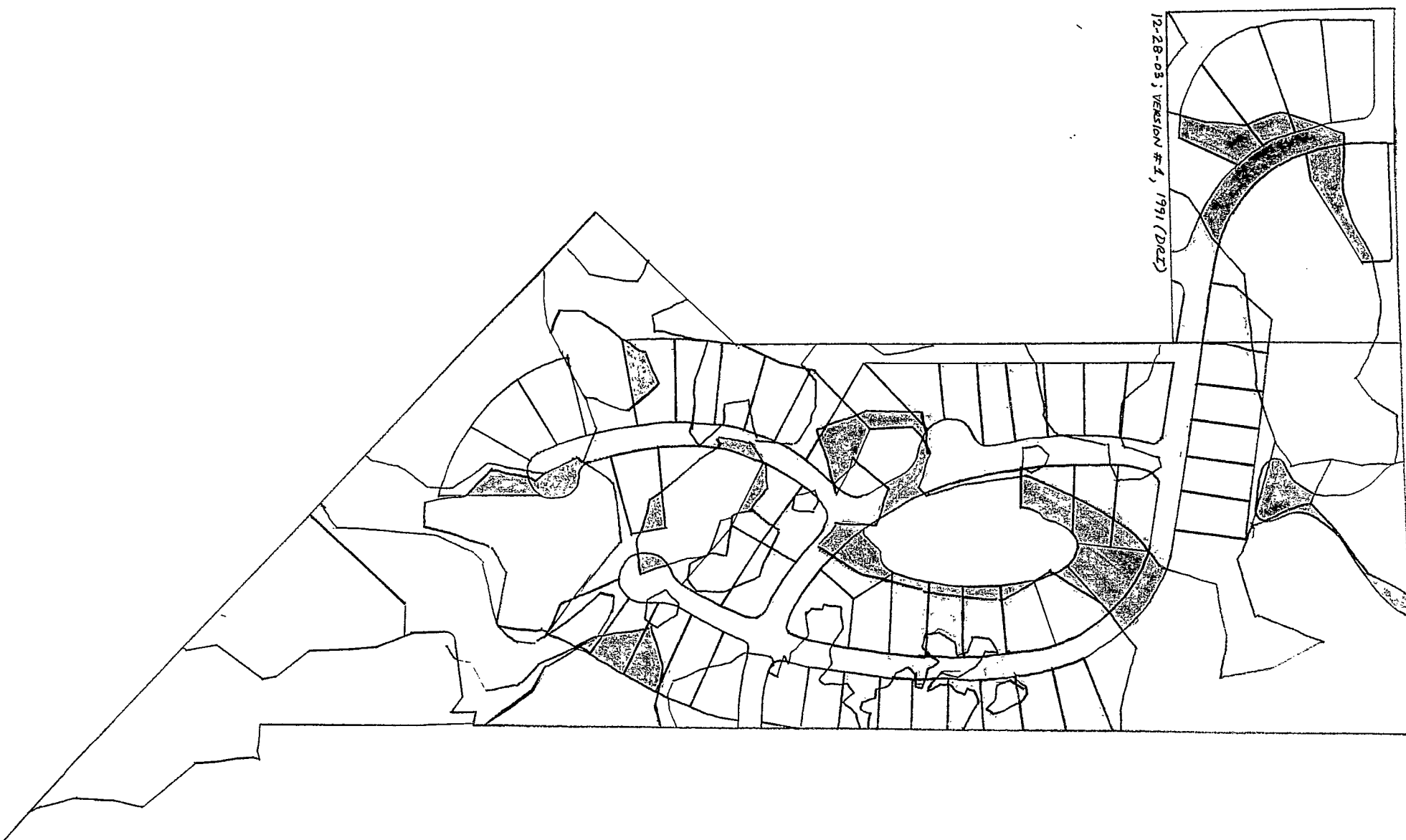


Steven Holt, M. F. S.
Senior Environmental Consultant
710 Equestrian Trail
Tampa, FL 32776-8008
352-735-0468; FX 352-735-0464
cell: envirocon@earthlink.net

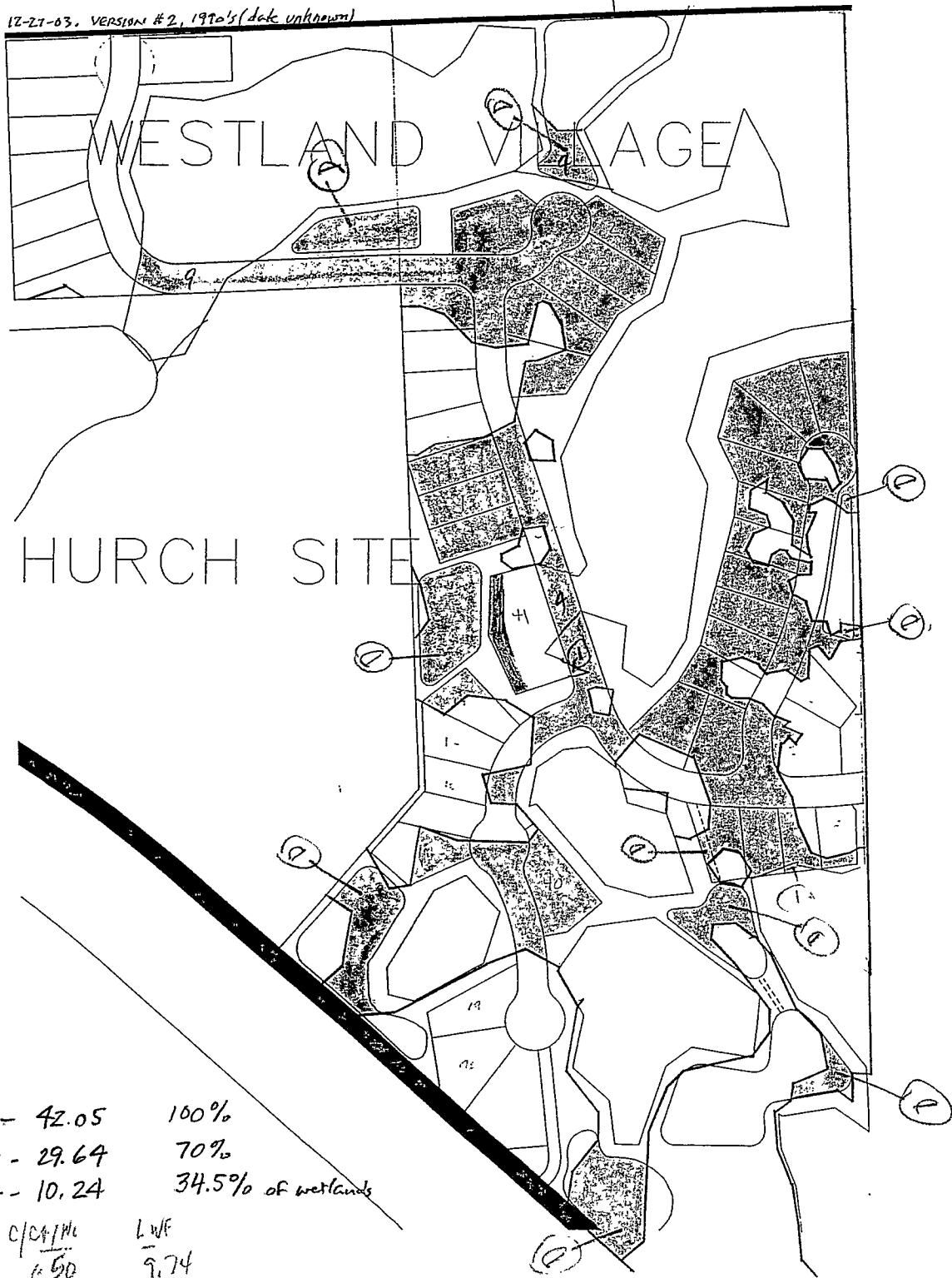
WESTLAND VILLAGE AT HUNTER'S RIDGE OFF-SITE MITIGATION AREA

EROS-CLIR (1983); pre-f





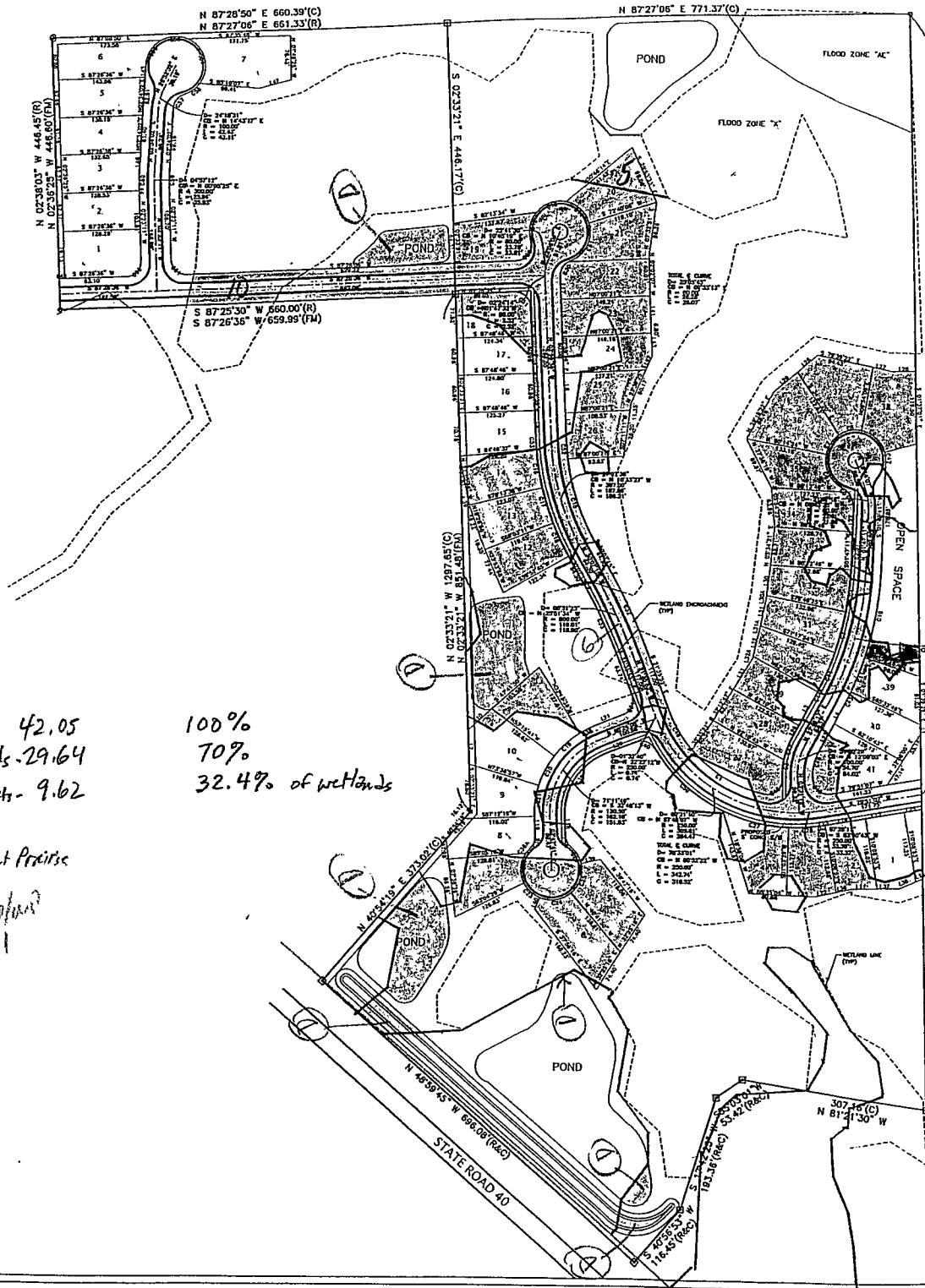
12-21-03, VERSION #2, 1990's (date unknown)



Total Acres - 42.05	100%
Total Wetlands - 29.64	70%
Wetland Impacts - 10.24	34.5% of wetlands

C/CA/ML	LWF
6.50	9.74

Wetland Impacts - Version #2 ; 1990's date unknown



Total Acres - 42.05
 Total Wetlands - 29.64
 Wetland Impact - 9.62

100%
 70%
 32.4% of wetlands

Pine Cypress/Wet Prairie

cl/ct/m/2
 21

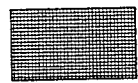
455

9,510
708
8,802

9,280
708
8,572

9,230
708
8,522

LEGEND	ACRES		TOTAL IMPACTS
	Fill	Dredge	
WETLAND IMPACTS			
Cypress (621)	0.342	-	0.342
Wet Prairie (643)	0.113	-	0.113
Wetland Pine (625)	8.518	0.708	9.226
Total Wetland Impacts	8.973	0.708	9.681
UPLAND [RHPZ 50' ft.] BUFFER IMPACTS			
Upland Pine (411)	2.321	0.270	2.591
Total Buffer Impacts	2.321	0.270	2.591
Total Impacts	11.294	0.978	12.272



CYPRESS IMPACTS



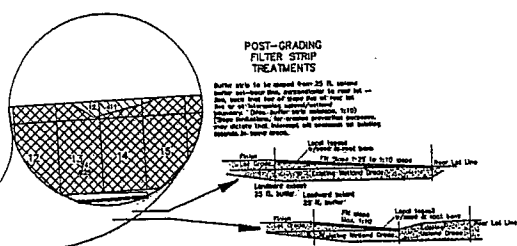
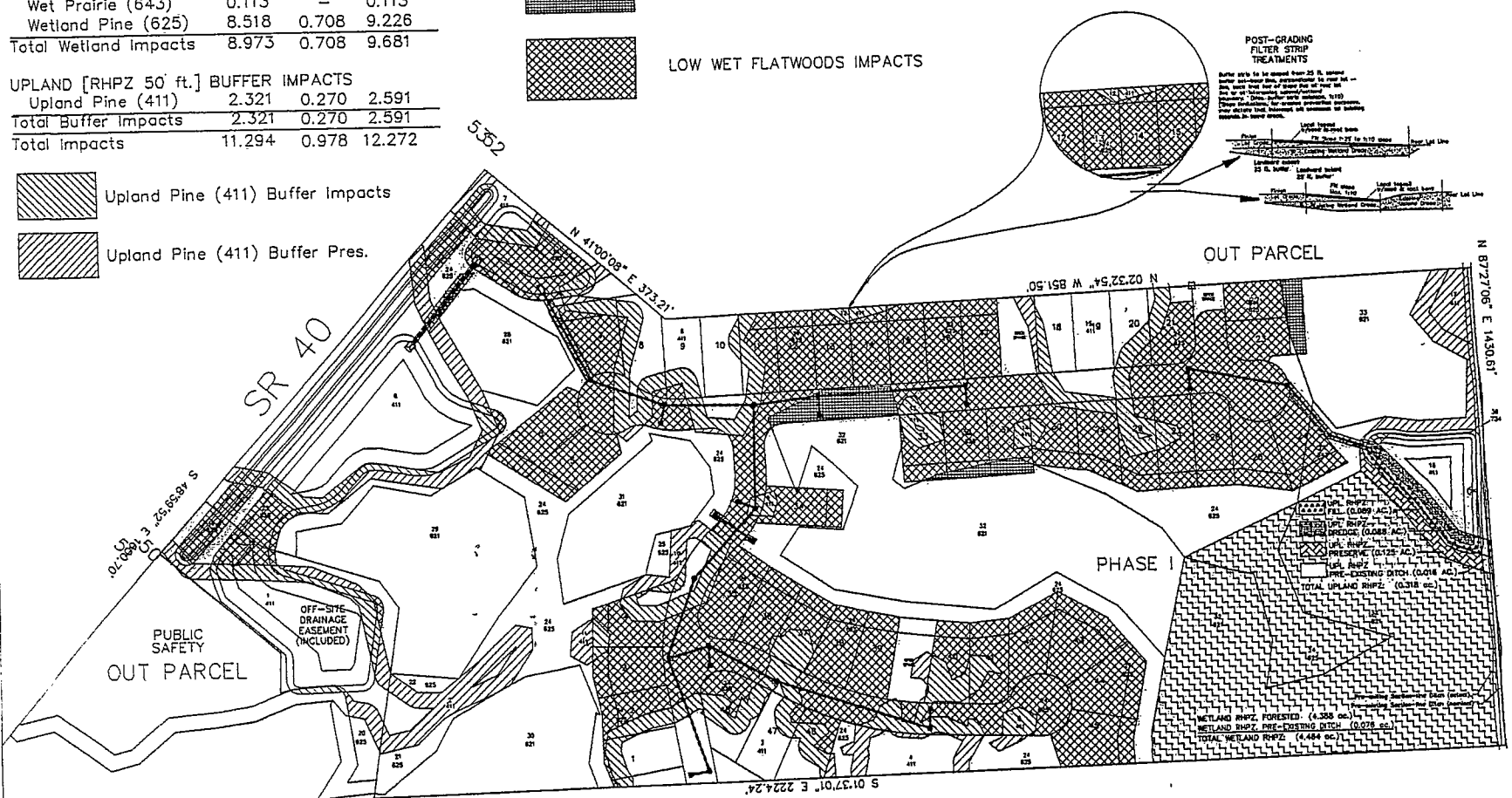
LOW WET FLATWOODS IMPACTS



Upland Pine (411) Buffer Impacts



Upland Pine (411) Buffer Pres.



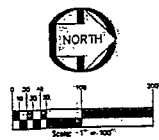
ALANN ENGINEERING GROUP, INC.
1001 N. W. 11th St., Suite 100
Fort Lauderdale, FL 33304
Tel: (954) 571-1111
Fax: (954) 571-1112

PROPOSED ENVIRONMENTAL IMPACTS
WESTLAND VILLAGE
HUNTER'S RIDGE

NO.	DATE	REVISION
1	1/12/01	Initial Design
2	1/12/01	Final Design
3	1/12/01	Construction

DESIGNED BY	CH/Mod, CH
FILE	0115A
PROJECT	0115-1
DATE	08/24/02
SCALE	1"=100'

SHEET
5 OF 15



Version #6 Sep 2003

Prepared By:
COLUMBIA HILL, M. F. S.
Florida Environmental Consultants
2270 Longwood Blvd.
Boronia, Florida 33706-8003
PH: 727-735-0453, Fax: 727-735-0454
E-mail: cec@cecfla.com

QCCB  cyp/c-p/wp Drdy Fill
 Wm Flats

12-27-03, VERSION 5, 5/7, 6/2002

LEGEND

	Acres Within 25 Ft. Buffer	Non-Buffer Acres	TOTAL ACRES	TOTAL ON-SITE MITIGATION CREDITS*
Cypress/Wet Prairie Wetlands to be Preserved	12.066	12.066	12.066	0.467
Low Pine Flatwoods to be Preserved	4.248	4.248	4.248	0.157
Upland Buffers (Pine Flatwoods) to be Preserved (VNB*)	1.611	1.611	1.611	-
Non-Buffer Uplands (Pine Flatwoods) to be Preserved	0.982	0.982	0.982	0.053
TOTAL CONSERVED	1.611	17.296	18.907	0.713

Four (4) Representative Samples, (1), (2), (3), (4), of Preserved Vegetated Natural Buffer (VNB) Species and Cover Composition, Understory & Groundcover (major 3 spp.) (Overstory Looking).

AREA A: (411)-Pine Flatwoods - Post-Fire

Understory	% Cover	Groundcover	% Cover
Saw palmetto (Savanna repens)	75%	Sandweed (Hypericum fasciculatum)	15%
Muscadine (Vitis muscadina)	20%	Va. chain fern (Woodwardia virginica)	10%
Shiny Lyonia (Lyonia lucida)	15%	Broomsedge (Andropogon virginicus)	5%

AREA B: (411)-Pine Flatwoods-post-fire: 625-Hydric Flatwoods-post-fire

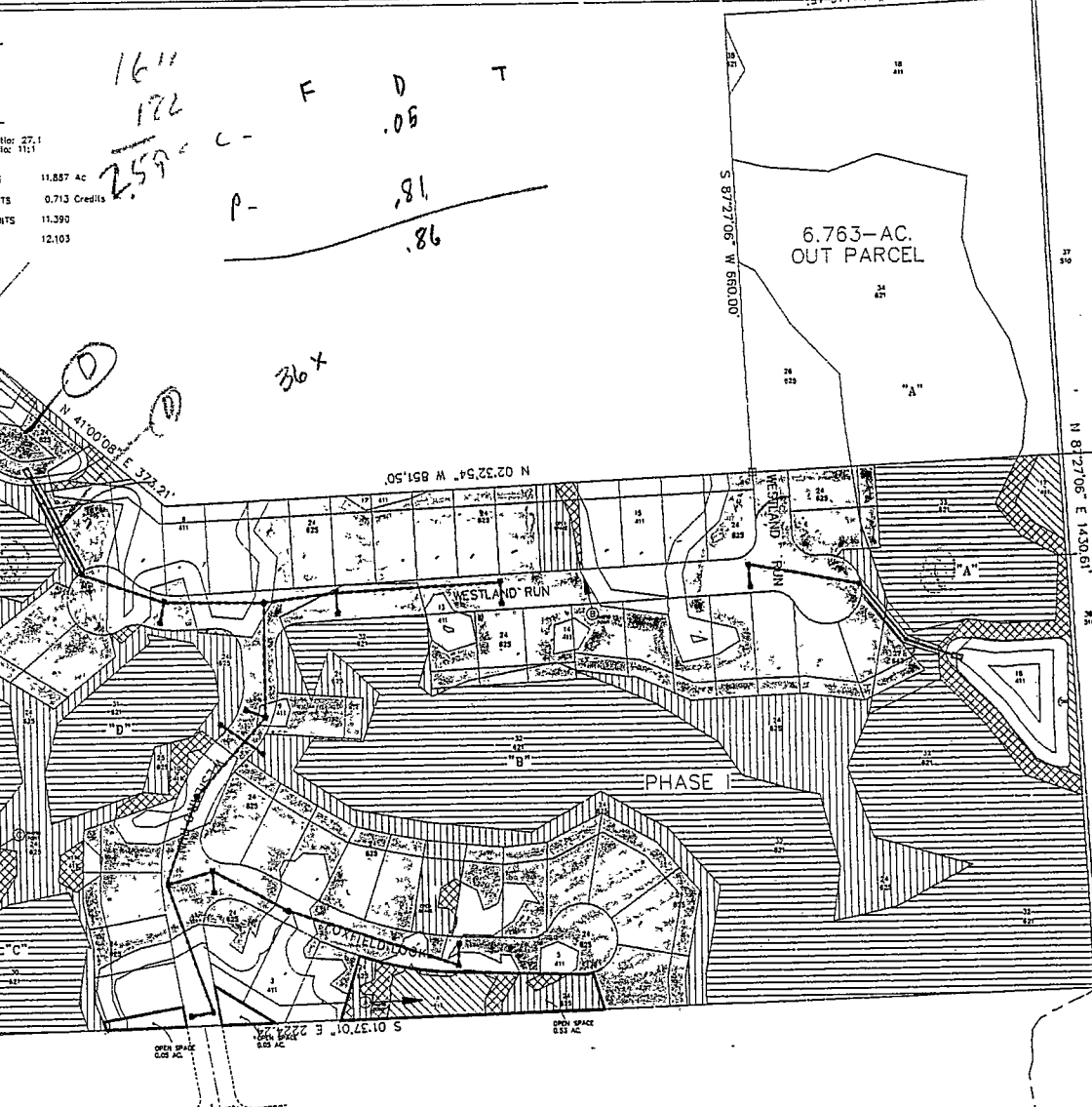
Understory	% Cover	Groundcover	% Cover
Saw palmetto (Savanna repens)	75%	Broomsedge (Andropogon virginicus)	40%
Hubberty (Ilex glabra)	40%	Gooseneed (Amphicarpum muni.)	50%
Wax myrtle (Myrica carolinensis)	25%	Sandweed (Hypericum fasciculatum)	10%

AREA C: (411)-Pine Flatwoods-post-fire: 625-Hydric Flatwoods-post-fire

Understory	% Cover	Groundcover	% Cover
Saw palmetto (Savanna repens)	80%	Wetgrass (Liatris brachyandra)	15%
Hubberty (Ilex glabra)	20%	Gooseneed (Amphicarpum muni.)	80%
Dancon (Ilex cassine)	15%	Short milkwort (Polygala ramosa)	5%

AREA D: (411)-Pine Flatwoods - Post-Fire

Understory	% Cover	Groundcover	% Cover
Saw palmetto (Savanna repens)	75%	Broomsedge (Andropogon virginicus)	20%
Shiny Lyonia (Lyonia lucida)	10%	Bushy bluestem (Knapogon glom.)	15%
Hubberty (Ilex glabra)	15%	Secale goldenrod (Solidago semp.)	15%



ALANN ENGINEERING GROUP, INC.
 1000 N. U.S. HWY. 1 STE. 200
 FULTON, MISSISSIPPI 39201
 TEL: (601) 725-0445 FAX: (601) 725-0446

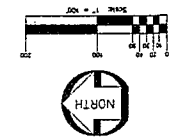
PROPOSED ON-SITE MITIGATION PLAN
 WESTLAND VILLAGE
 HUNTER'S RIDGE

NO.	DATE	REVISION
1	06/24/02	Initial Design

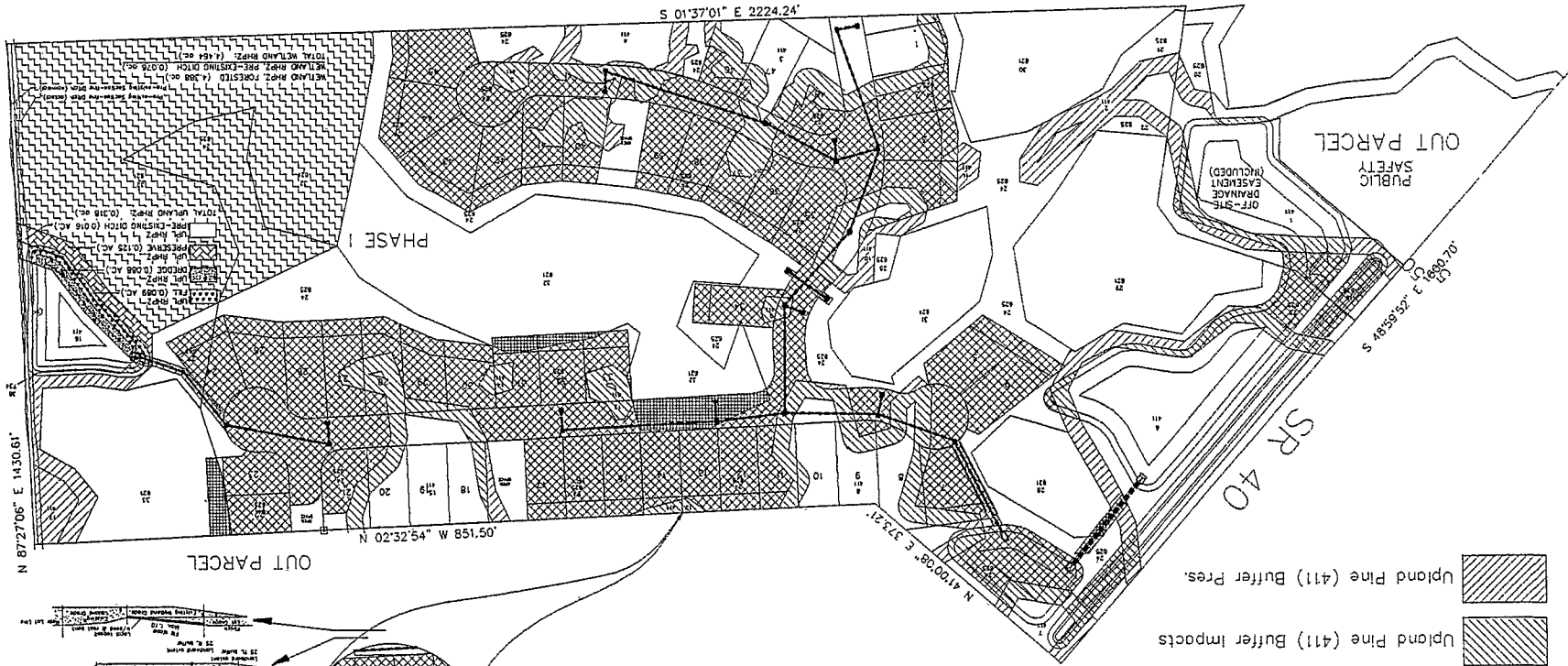
DESIGNER
 KAD
 DRAWN BY
 C/M (Mod. CH)
 FILE
 0115A
 PROJECT
 0115-1
 DATE
 06/24/02
 SCALE
 1"=100'

SHEET
 5 OF 15

Prepared by:
 COLUMBIA H&T, INC.
 3770 Evergreen Way
 Suite 100, Fayetteville, AR 72703
 Phone: 479-735-0445 Fax: 479-735-0446
 E-mail: info@columbiagt.com



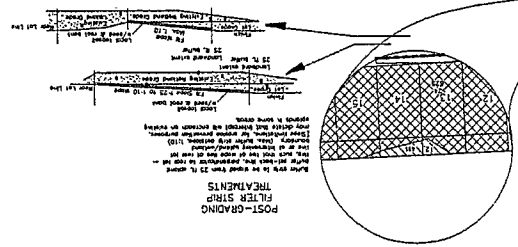
SHADOW CROSSING



LEGEND					ACRES
WETLAND IMPACTS					
Cypress (621)	0.342	-	0.342		
Wet Prairie (643)	0.113	-	0.113		
Wetland Pine (625)	8.518	0.708	9.226		
Total Wetland Impacts	8.973	0.708	9.681		
UPLAND [RHPZ 50 ft.] BUFFER IMPACTS					
Upland Pine (411)	2.321	0.270	2.591		
Total Buffer Impacts	2.321	0.270	2.591		
Total Impacts	11.294	0.978	12.272		

LOW WET FLATWOODS IMPACTS

CYPRESS IMPACTS



SHEET 5 OF 15

DESIGNED BY K&B
DRAWN BY CH/MSA
PROJECT 01154
DATE 08/24/02
SCALE 1"=100'

NO.	DATE	REVISION
1	8/2/02	Initial Design
2	8/2/02	Revised Design
3	8/2/02	Revised Design
4	8/2/02	Revised Design
5	8/2/02	Revised Design

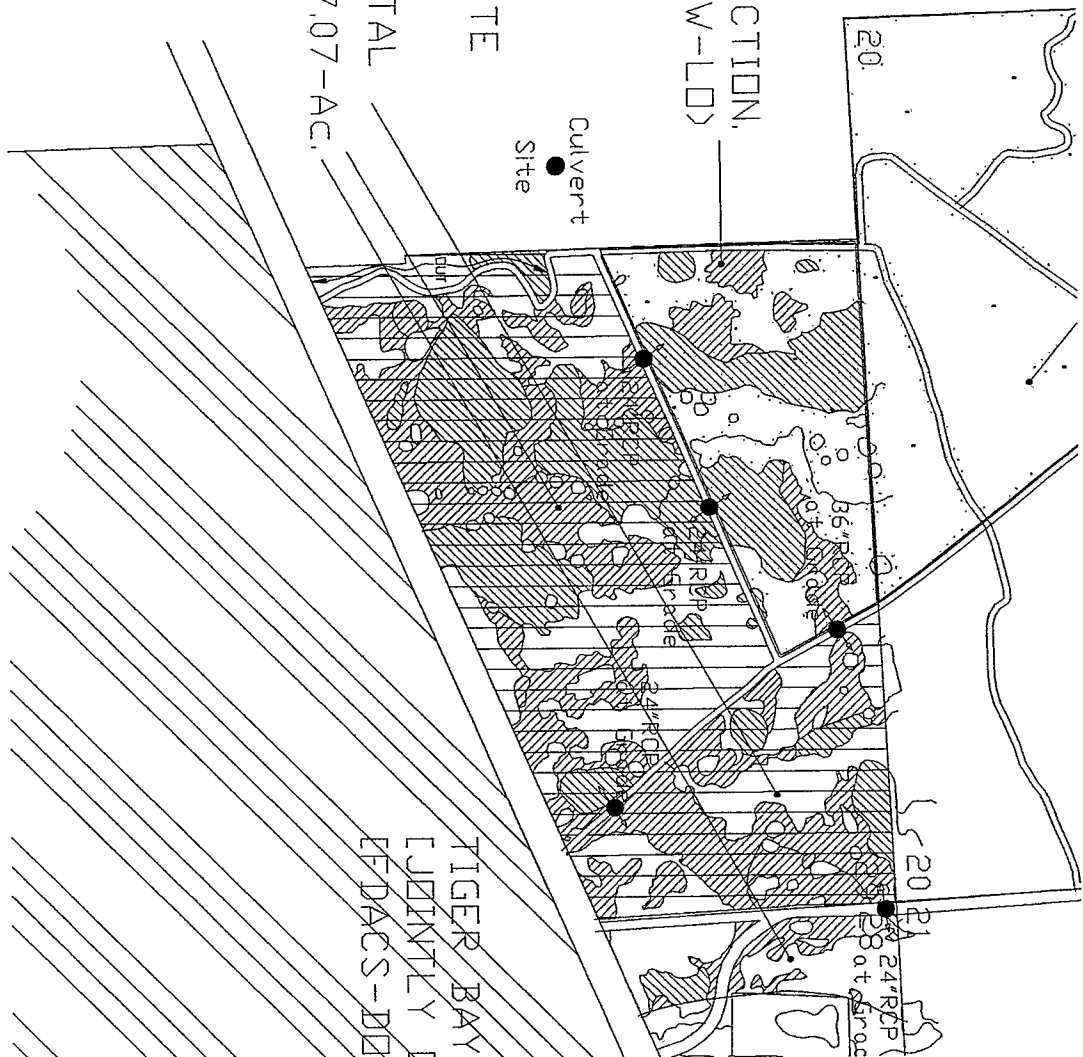
PROPOSED ENVIRONMENTAL IMPACTS
WESTLAND VILLAGE
HUNTER'S RIDGE

ALLANN ENGINEERING GROUP, INC.
1001 N. 1st St. Suite 100
Tomball, TX 77375
Tel: (281) 350-1100
Fax: (281) 350-1101

+/-55-AC. OFF-SITE MITIGATION
 AREA for AIRPORT ROAD CONSTRUCTION.
 [USACOE Permit No. 199402382 (NW-LD)]

WESTLAND VILLAGE PROJECT SITE
 (Off-Site Mitigation)

Class	UPLANDS	WETLANDS	TOTAL
Acres	81.22 AC.	105.85-AC.	187.07-AC.



Subj: **Fw: Westland Village: Requested Supplemental mitigation information**
 Date: 4/9/2004 11:40:03 AM Eastern Standard Time
 From: envircon@atlantic.net
 To: Richard.H.Legere@saj02.usace.army.mil
 CC: geraldepupson@bellsouth.net, hrrsmom1@aol.com, Jon.M.Griffin@saj02.usace.army.mil,
fuata@daytonabeachhomes.net, Aegcivil@aol.com

Rich:

Here, per your request, is supplemental mitigation information that details the elements you and I have discussed with regard to activities of interest to the ACOE on the off-site mitigation area.

The on-site mitigation plan is fully described in the SJRWMD permit conditions and on other documents submitted to you previously, which you should now have in hand. We trust that those provisions are complete and do not require further amendment.

If any further information is required, please do not hesitate to get back in touch.

Thanks,

Coleman Holt, M. F. S.

----- Original Message -----

From: Coleman Holt
To: Legere, Richard H SAJ
Cc: FuatAgsakSeamax
Sent: Thursday, April 08, 2004 2:02 PM
Subject: Re: Westland Village

Rich:

Thanks for your advisory. You should by now have a copy of the SJRWMD Permit for Westland Village, shortly, I will be sending you the supplemental mitigation materials that you requested.

Coleman

----- Original Message -----

From: Legere, Richard H SAJ
To: Coleman Holt (E-mail)
Cc: Collazo, Osvaldo SAJ ; Griffin, Jon M SAJ
Sent: Tuesday, April 06, 2004 5:23 PM
Subject: Westland Village

Coleman,

I didn't have time to get back to the Westland Village project until earlier today, so we're still closer to the beginning than the end. I could use a copy of the state permit, and the mitigation plan in a form suitable for a permit attachment (examples attached). I'll continue to do the best I can with this project in consideration of my current situation.

Rich

COMPENSATORY MITIGATION PLAN

37.86-Acre

WESTLAND VILLAGE at HUNTER'S RIDGE

S28, T14 South, R31 East, Volusia Co., Florida

North Latitude 29° 15' 46.5"

West Longitude 81° 10' 5.0"

U. S. Army Corps of Engineers

Permit Application No. 200204406 (IP-JBC)

The following mitigation plan is expected to compensate for 9.68 acres of alterations to waters of the United States (8.97 acres-fill; 0.71-acres dredge).

On-Site Preservation: The applicant proposes on-site preservation amounting to 12.07 acres of cypress, 4.25 acres of hydric pine flatwoods, and 2.59 acres of upland pine flatwoods. These areas include all portions of wetlands and uplands of suitable area and situation. Along with the rest of the project area, these areas are former industrially managed pine plantation lands that are recovering from severe forest fires that swept the region 5.75 years before present. They are to be preserved in perpetuity under Conservation Easement in favor of the St. Johns River Water Management District that thus will allow them to continue to recover to the pre-management condition.

1.61 acres of upland buffer are also to be preserved in keeping with Water Management District requirements; thus effectively expanding the area of protected upland pine flatwoods from 2.59 acres to 4.20 acres, with the same benefits accruing.

Off-Site Preservation/Enhancement: On conservation lands established under the requirements of the Hunter's Ridge DRI that occupy +/-2,370 acres of the +/-5,037 acre Hunter's Ridge tract, the applicant proposes also to preserve 187.07 acres off-site, comprised of 105.85 acres of mixed cypress depressions hydric pine flatwoods and 81.22 acres of upland pine flatwoods, all of which exhibits an industrial forest management and fire history similar to that of the project area. Fill roads within the off-site mitigation area and beyond, having been built in decades past without due regard for surface run-off characteristics, are to be provided with sufficient culverting at critical points to reestablish historic surface run-off patterns in the 105.85 acres of area wetlands. By so doing, several wetland sites with either artificially extended or artificially reduced hydroperiods will be reclaimed to historic surface hydrology. Upland sites, which have for the same reasons experienced uncharacteristic flooding, will also be reclaimed.

COMPENSATORY MITIGATION PLAN
WESTLAND VILLAGE at HUNTER'S RIDGE

U. S. Army Corps of Engineers Permit Application No. 200204406 (IP-JBC)

These enhancements should not only serve to restore historic hydroperiods in the immediate off-site mitigation area, but should also restore drainage in and to the northern portion of the headwaters basin of the Little Tomoka Creek, an Outstanding Florida Water, lying on public lands immediately to the south.

Five (5) culvert sites, 4 each, 24"RCP, at grade culverts and 1 ea. 36"RCP, at grade culvert, each as designed and located by the project engineer using currently existing 1-foot contour topographic data available for the entire Hunter's Ridge DRI site, will be utilized to serve this need. Construction activities on these facilities will be carried out concurrently with project construction, to be completed within 2 years after issuance of USACE permit.

Conservation Easements: Within the Westland Village project site, a conservation easement into perpetuity in favor of and incorporating the requisite language specified by the St. Johns River Water Management District will be placed into effect and publicly recorded prior to the initiation of construction. In accordance with the provisions of the Hunter's Ridge DRI and applicable Development Orders, the off-site mitigation area in Conservation Area "B" will be maintained in perpetuity in its existing conservation area status under the provisions applicable thereto. In keeping with the allowances under those provisions, the following activities are permitted: equestrian and hiking trails, non-consumptive wildlife oriented recreation activities, deer and hog population management - though hunting may be restricted at the discretion of the owners, restoration of historic upland and wetland forest communities, hydrologic reclamation, establishment of a healthy fire ecology, silvicultural management, and timber cutting best management practices.

This Compensatory Mitigation Plan should sufficiently compensate for project related impacts. All development activities will be performed using currently extant best management practices.

Subj: **Re: Westland Village: Requested Supplemental mitigation information**
Date: 4/13/2004 5:32:58 PM Eastern Standard Time
From: envircon@atlantic.net
To: Richard.H.Legere@saj02.usace.army.mil
CC: Aegcivil@aol.com, geraldepson@bellsouth.net, fuata@daytonabeachhomes.net,
Osvaldo.Collazo@saj02.usace.army.mil, Jon.M.Griffin@saj02.usace.army.mil

Rich:

Your message is very disappointing. However, circumstances don't give us the luxury to moan.

Please do us one last favor in making an effort to learn who will be assigned to this project, and please let us know or find someone who can let us know who he/she will be as quickly possible. And, please give me the contact number of the NMFS biologist so I can confer with him directly. I will go to the site with him myself in priority to anything else at this point to help get this thing resolved. There's got to be some way to move this thing off the dime, now?

I hopefully convey in advance our utmost appreciation for your successful effort to help this project through this unfortunate transition and likewise for your own appreciation of what is at stake for us while the eagle founders.

Coleman Holt, M. F. S.

----- Original Message -----

From: Legere, Richard H SAJ
To: 'Coleman Holt'
Cc: Griffin, Jon M SAJ
Sent: Tuesday, April 13, 2004 3:25 PM
Subject: RE: Westland Village: Requested Supplemental mitigation information

Coleman,

I've had only a half day or so to work on this project since the last time we talked. I sent a rough draft EA-SOF to Jon Griffin last Thursday, but haven't head anything back yet. I also haven't had a chance to review the mitigation plan you provided. I did talk to George Getsinger at the NMFS concerning their apparent inspection of the wrong site. George said he was well aware of where the project site was, and continues to object to issuance of the permit. George wants to review the mitigation plan, but I've been too swamped to coordinate anything with him as yet. I'm traveling to Jacksonville tomorrow with the project file, where it will likely be transferred to another project manager to finish up.

Rich

-----Original Message-----

From: Coleman Holt [<mailto:envircon@atlantic.net>]
Sent: Friday, April 09, 2004 11:32 AM
To: LegereRHACOEgvllle
Cc: UpsonGEBus; GriffinTHRRGPI; GriffinJACOEJax; FuatAgsakSeamax; Aegcivil@aol.com
Subject: Fw: Westland Village: Requested Supplemental mitigation information

Rich:

Here, per your request, is supplemental mitigation information that details the elements you and I have discussed with regard to activities of interest to the ACOE on the off-site mitigation area.

The on-site mitigation plan is fully described in the SJRWMD permit conditions and on other documents submitted to you previously, which you should now have in hand. We trust that those provisions are complete and do not require further amendment.

If any further information is required, please do not hesitate to get back in touch.

Thanks,

Coleman Holt, M. F. S.

----- Original Message -----

From: Coleman Holt

To: Legere, Richard H SAJ

Cc: FuatAgsakSeamax

Sent: Thursday, April 08, 2004 2:02 PM

Subject: Re: Westland Village

Rich:

Thanks for your advisory. You should by now have a copy of the SJRWMD Permit for Westland Village, shortly, I will be sending you the supplemental mitigation materials that you requested.

Coleman

----- Original Message -----

From: Legere, Richard H SAJ

To: Coleman Holt (E-mail)

Cc: Collazo, Osvaldo SAJ ; Griffin, Jon M SAJ

Sent: Tuesday, April 06, 2004 5:23 PM

Subject: Westland Village

Coleman,

I didn't have time to get back to the Westland Village project until earlier today, so we're still closer to the beginning than the end. I could use a copy of the state permit, and the mitigation plan in a form suitable for a permit attachment (examples attached). I'll continue to do the best I can with this project in consideration of my current situation.

Rich

Subj: **Westland Village - follow up to Rich Legere's e-note of this date and my response to it.**
Date: 4/13/2004 5:46:43 PM Eastern Standard Time
From: envircon@atlantic.net
To: fuata@daytonabeachhomes.net, Aegcivil@aol.com
CC: geraldepupson@bellsouth.net

All:

Of course I defer to a consensus here, but I'm of the opinion that we should go congressional on this right now.

According to John Griffin of the Corps, a congressional is more effective if the request is not focused on a particular project, but is directed toward inadequate funding, poor chain of command, or some other issue that can be handled by administrative higher-ups; some issue that stands a chance of getting things moving at the bottom of the food chain. By zeroing in on a specific project, the immediate reviewers have to stop what they're doing, jump through a whole different set of hoops, and respond to the congressional rather than the project at hand, and this will further delay the desired outcome. That's not to say that specific projects should not be used as examples of the ineptitude of the organization, but he says the artillery should be fired at the big guys. If you need a chronology of what we've been going through with the Corps on this and on the Airport Road/Hunter's Ridge Boulevard extension, either Kim or I can provide one.

Coleman Holt, M. F. S.
Private Environmental Consultant
32710 Equestrian Trail
Sorrento, FL 32776-8003
Ph. 352-735-0464; Fx.: 352-735-0464
Mobile: 352-250-7422



COLEMAN HOLT, M. F. S.
Private Environmental Consultant
32710 Equestrian Trail
Sorrento, Florida 32776
Tel: (352) 735-0463
Fax: (352) 735-0464

LETTER OF TRANSMITTAL

File
9844-1

To: **U. S. Army Corps of Engineers**
Cocoa Regulatory Field Office
400 High Point Drive, Suite 600
Cocoa, FL 32926

Date: February 14, 2005	Job No.
To: Andy Phillips	
Airport Rd./ Hunter's Ridge Blvd; 1994-575 (IP-AWP)	
Courier	

WE ARE SENDING YOU ☒ Attached ☐ Under separate cover via _____ the following items

- ☐ Shop Drawings ☐ Prints ☐ Plans ☐ Samples
☐ Report(s) ☐ Change Order ☐ Specifications ☐ Copy of Letter(s)

☒ **Submittals**

COPIES	DATE	NO.	DESCRIPTION
2	01-21-2005	1	Airport Road/Hunter's Ridge Blvd. (SAJ-1994-575 (IP-AWP)
			Permit Language Revisions pertaining to DRI Conservation Areas A & B;
			Hunter's Ridge DRI; Volusia and Flagler Counties, FL
			Associated 8-1/2 x 11 Drawings as Requested

THESE ARE TRANSMITTED as checked below:

- ☒ As requested ☐ For your information ☐ Resubmit 3 copy(ies) for approval.
☒ For approval ☐ Approved as submitted or noted ☐ Return _____ corrected print(s)
☐ For review/comment ☐ Returned for corrections ☐ Return _____ copy(ies) for our files.
☒ For your use ☐ MATERIAL RETURNED THAT WAS LOANED TO US
☐ For your files ☐ _____
☐ FOR BIDS DUE: _____, 19 ____

REMARKS:

Copy to: Kim Buck (1 copy)
Tonya Griffin (1 copy)
KAB
File (1 copy)

Sincerely,

Signed:

Coleman Holt

If enclosures are not as noted, please notify us at once.

c:\general\ltrtrans.dot



COLEMAN HOLT, M.F.S.

Private Environmental Consultant

32710 EQUESTRIAN TRAIL
SORRENTO, FLORIDA 32776

OFFICE: (352) 735-0463
FAX: (352) 735-0464

January 21, 2005

Mr. Andrew W. Phillips, Project Manager
Cocoa Regulatory Field Office
U. S. ARMY CORPS OF ENGINEERS
400 High Point Dr., Suite 600
Cocoa, FL 32926

Re: **Airport Road/Hunter's Ridge Boulevard: Tracking No. 1994575 (IP-AWP):**
Requested adjustments to Permit language prepared by the Corps in September 2004.

Dear Mr. Phillips:

Attached to this letter are revisions to proposed permit conditions regarding mitigation sites, mitigation monitoring procedures and aspects of silvicultural and timber harvesting rights on Conservation Area "B" of the Hunter's Ridge D. R. I. tract, on which the off-site mitigation for this project is to be located. Three maps are enclosed,

- 1) Drawing 1 of 5, showing the entire Hunter's Ridge D. R. I. tract depicting the particular project areas and areas to be used for off-site mitigation for each of them,
- 2) Drawings ^{2,3,4 & 5} showing the immediate area on Conservation Area "B:" where the mitigation activity for the above referenced project is to be located (as already permitted by StJRWMD, plus the area proposed to compensate for the work already done on the above referenced project, and
- 3) Drawing 1 of 1 showing the entire DRI tract depicting the approximate boundaries of Conservation Areas "A" and "B".

You have already been provided the Hunter's Ridge DRI Joint Stipulation and Development Order documents that are referenced in the attached document. We trust our response to these two issues will satisfy Corps requirements. Please feel free to contact me by phone or e-mail if further discussion and/or modification is necessary.

Sincerely,


Coleman Holt, M. F. S.

Principal, Private Environmental Consultant

Attachments:

1. Proposed permit language pertaining to mitigation monitoring and timber management on Areas proposed as off-site mitigation on the Hunter's Ridge DRI.
2. Drawing 1 of 5 : Vicinity Map-Project & Mitigation Sites-Conservation Area "B"
3. Drawings 2,3,4,5 : Airport Rd/Hunter's Ridge Blvd; Proposed Off-Site Mitigation.
4. Drawing 1 of 1 : Vicinity Map-Hunter's Ridge Conservation Areas A & B.

cc: Tonya Griffin, Hunter's Ridge Residential Golf Properties, Inc.

Proposed Permit Special Conditions:

I. Mitigation, Mitigation Monitoring, Success Criteria, Reporting, Remediation:

##(a). The permittee agrees that within the +/-1,190-acre Flagler County portion of the conserved +/-1,457-acres of the Hunter's Ridge DRI Tract known as Conservation Areas "B", (Drawing CH 3 of 3) (Attachment ##) 3 at-grade long-based dips, hereinafter described as "at-grade hydrologic restoration facilities" shall be placed at locations, as specified on Drawing CH-2 of 3, in order to revive natural surface flows affecting +/-60-acres. (Attachment ##). As a result of a pre-mature start on the project, in addition, +/-3450-ft. of ditch and associated berm shall be removed and the affected area returned to natural grade in order to effectively re-establish natural surface flows previously interrupted on another +/-76-acres by the ditch and berm constructed during former industrial silvicultural management. (See Attachment ##, Drawing CH-2 of 3.

##(b). The permittee agrees that all at-grade hydrologic restoration facilities and ditch and berm reclamation shall be installed prior to resumption of construction activities on the Airport Road/Hunter's Ridge Boulevard project.

##(c) The permittee agrees to monitor the effectiveness of the 5 at-grade facilities hydrologic restoration facilities by conducting a "time-zero" WRAP analysis within the 60-days of date-of-issue of this permit, a second WRAP analysis within 30-days (plus or minus) of the end of the third year after installation, and to prepare a report comparing the results of the two analyses, to be submitted to the U. S. Army Corps of Engineers within 30 days following completion of the second WRAP analysis.

##(d). The permittee agrees that the installed hydrologic restoration facilities will be deemed successful if the difference between the results of the two analyses described in Special Condition 5(c) above yields a positive "delta".

A request for a final inspection should be submitted with the final monitoring report. The Corps will make the final success determination.

##(e). The permittee agrees that all monitoring reports generated by the mitigation plan, attached, will be mailed to the U.S. Army Corps of Engineers at the address noted in Special Condition #1. Each monitoring report must include the following items:

- a. the Department of the Army Permit number,
- b. the sequence number of the report being submitted,
- c. the date the next report is expected to be submitted, and
- d. a brief summary of the status of the mitigation including any problems encountered and the remedial actions taken.

##(f). If it is determined that the difference between the "time-zero" and "3-year" WRAP analysis does not indicate a positive delta, as specified in Item ##(d) above, or if a positive result is either inconclusive or unlikely, within 30-days after arriving at such a determination, the permittee agrees to provide the Department with a narrative describing the type and causes of the outcome, which may be due to precipitation patterns or other factors not related to the activity being evaluated, and, as may be appropriate, to recommend additional time to evaluate the activity, or to provide a complete set of plans for the redesign of the hydrologic restoration facilities so to increase the probability that the success criterion will be achieved. Within 60-days of Department approval of any proposed redesign, the permittee must implement the redesign. The permittee also agrees that in either case, an additional three-year monitoring cycle must be implemented, with the final WRAP analysis of the previous cycle becoming the first WRAP analysis of the second cycle, and with monitoring and reporting otherwise following the guidelines stated in Special Conditions ##(c-e) above.

II. Matters Pertaining to the Owner's Rights Stipulated in the Two Governing Development Orders under the Hunter's Ridge D. R. I.:

It is our understanding that the matter of perpetual timber management and harvesting rights granted to the DRI on Conservation Area "B" (Cons"B") in the western half of the DRI tract has been a sticking point with the Corps in dealing with areas of Cons"B" that have been dedicated as project specific Conservation Easements under the standard off-site mitigation option, which normally places far more stringent limitations on the use of the land. This has been particularly frustrating because another provision in the Cons"B" deed restrictions states that Cons"A" and "B" can be used as off-site mitigation to off-set impacts on the developable portion of the property, and goes so far as to enable state and federal agencies not a party to the DRI to recognize acreage in Cons"A" and "B" for mitigation purposes. The aforementioned DRI provisions are listed under Stipulation 4 of the Joint Stipulation of the Florida Audubon Society, Florida- Georgia Venture Group (or its assigns), Flagler County, and the City of Ormond Beach, December 6, 1990, and under Special Condition 3.5(H) of both the Flagler County and City of Ormond Beach Development Orders, dated May 28, 1991 and April 7, 1992, respectively.

With the help of the Jacksonville regulatory office, we have prepared permit conditions below that closely follow guidelines for managing timber on dedicated Conservation units that the Corps found sufficient to permit approval of Regional General Permit No. SAJ-86, for lands of the St. Joe Timberlands Company in the Florida pan-handle. [See Appendix C of that permit, as found on the SAJ web-site.]

Forestry, wildlife management, and outdoor recreation and exotic/nuisance species control objectives and practices approved for the "CUs" (Conservation Units) on the St. Joe lands are remarkably similar to those specified for Conservation Area "B" on the Hunter's Ridge tract. As will be seen in the proposed terms below, the provisions of the DRI Development Orders can absorb the provisions of the St. Joe report with ease and without compromise.

The following are the permit special conditions proposed:

##(a). The permittee agrees that silviculture and timber harvest within designated Conservation Areas directly associated with U. S. Army Corps of Engineers permits within the western non-development areas of the Hunter's Ridge D. R. I collectively known as Conservation Area "B", (See Attachment##, ## and ## (Drawings CH 1, 2 and 3 of 3), shall be only relative to pine ecosystems hydrologically suited to the silviculture and harvest methods and under a plan acceptable to the St. Johns River Water Management District, as specified under Joint Stipulation No. 4 of the Florida Audubon Society, Florida Georgia-venture Group or its assigns (Land-owner), Flagler County, and the City of Ormond Beach, dated 6 December 1990 (Attachment ##), and Special Condition 3.5(H) of the separate Development Orders of the City of Ormond Beach, issued 21 March 1991 (Attachment ##), and of Flagler County, issued 28 May 1991 (Attachment ##).

##(b). The permittee agrees that the St. Johns River Water Management District shall determine the hydrologic compatibility of areas proposed for the silviculture and harvest of pine, as also specified in the documents cited in Item ##(a) above.

##(c). The permittee agrees that where hydrologic restoration activities described under **Special Condition ## (Dips, Culverts)**, above, should cause areas presently supporting pine to revert to wetland conditions then deemed by the St. Johns River Water Management District to no longer facilitate the cultivation and harvest of pine, then pine silviculture and harvest in those areas may no longer be practiced unless special circumstances arise that should lead the St. Johns River Water Management District to determine otherwise, this special condition also in keeping with the documents cited in Item ##(a)...**(this section)**... above. This condition shall not limit the active cultivation and harvest of pine in the hydric pine flatwoods type (FLUCFCS Type 625) during periods when soil moisture conditions are capable of permitting required activities without unacceptable soil disturbance.

##(d). The permittee agrees that all forest management operations on lands within Conservation Area "B", that may be dedicated as Conservation Areas in keeping with U. S. Army Corps of Engineers permits, shall adhere to Silviculture Best Management Practices (BMPs) [or Wetland BMPs in the case of wet pine flatwoods] as specified by the Florida Division of Forestry.

##(e). Where forest regeneration may be considered as a feasible mitigation option on sites determined to be ecologically suitable for hydric (Type 625) or upland pine flatwoods (FLUCFCS Type 411), the permittee agrees that on areas where soil and moisture conditions are determined by field analysis to be

ecologically compatible to the restoration of longleaf pine (*Pinus palustris*), tubeling longleaf pine shall be introduced by hand-planting at a minimum rate of 200 trees per-acre along any prescribed slash pine planting. Longleaf pine plantings shall be arrayed in small clusters (≤ 0.25 -acre - +/-10-foot centers) to simulate natural longleaf pine regeneration. Slash pine may be inter-planted to achieve a minimum density of 400 trees per-acre.

##(f). The permittee agrees that silvicultural activities deemed to be detrimental to natural ecosystem restoration and function, such as herbicide application, fertilization, bedding, roller-chopping, row-planting) shall be excluded except where the St. Johns River Water Management District agrees that any of these activities may be appropriate to meet restoration objectives.

##(g). The permittee agrees that small (≤ 5 -acre), patch clear-cutting, combined with longleaf pine reestablishment where appropriate, shall be implemented to convert large even-aged pine systems to broad, uneven-aged systems over time. (In areas suited only to slash pine, uneven-aged management may be infeasible due to the high mortality rates of slash pine seedlings when regularly burned. In such cases, the permittee agrees to strive for the same effect by juxtaposing small even-aged stands in the slash pine types.

##(h). The permittee agrees that a prescribed burning program should be implemented as part of the ecological restoration program on affected lands. With the vast majority of the woodlands on the property having been destroyed by wildfire in 1998, and with the recovering young growth still vulnerable to fire-kill, prescribed fire cannot be considered as a useful management tool at this time. However, as soon as conditions permit, the permittee agrees that a combination of dormant-season, fuel reduction burns to reduce the risk of catastrophic fire, and growing-season burns to mimic natural fire regimes and to improve habitat for wildlife and listed plant species will be implemented where determined by the St. Johns River Water Management District to be beneficial to the system.

##(i). When prescribed burns are implemented as a part of ecological restoration, the permittee agrees that all new fire lines shall be disked back to natural grade to minimize impacts to surface hydrology.

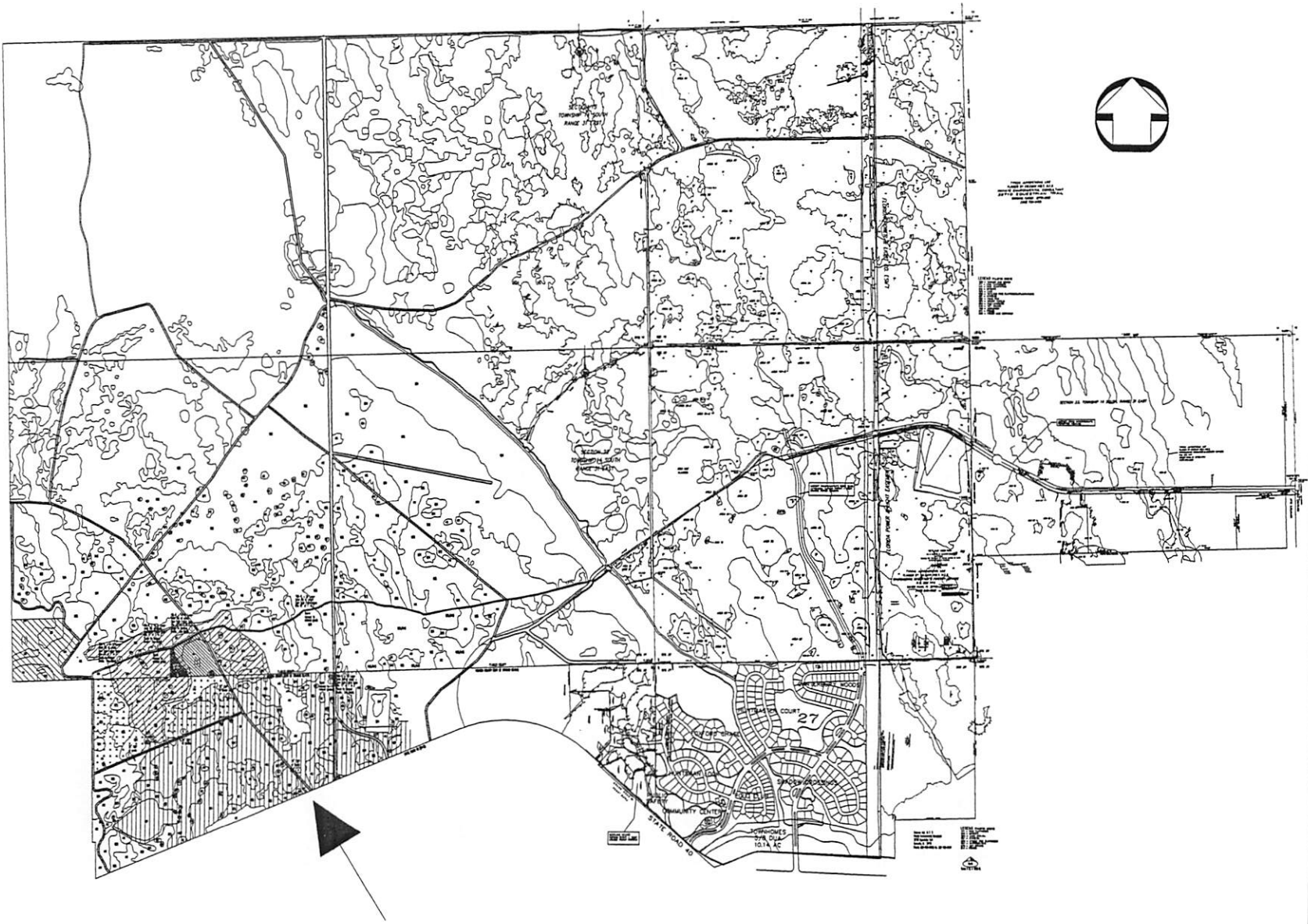
##(j). The permittee agrees to conduct exotic/nuisance animal and plant species surveys within sites placed under specific Conservation Easements in associated with U. S. Army Corps of Engineers permits as part of the "time-zero" and "third-year"

WRAP analyses referenced in **Special Condition ##(c) (first section - culverts/dips)** above in order to determine the need for control measures, the results of which, if requiring implementation, can be used to determine ecological lift after "third-year" WRAP analysis of the sites affected.

##(k). The permittee agrees that measures used for the control of exotic/nuisance animals and/or plants shall, prior to implementation, be considered and agreed upon jointly between the site land manager and the St. Johns River Water Management District to determine whether fire, herbicides or other methods will meet eradication or suppression objectives, and/or whether lethal or non-lethal means will sufficiently control exotic or nuisance wildlife species.

This concludes our revisions. Please feel free to call or e-mail to discuss.

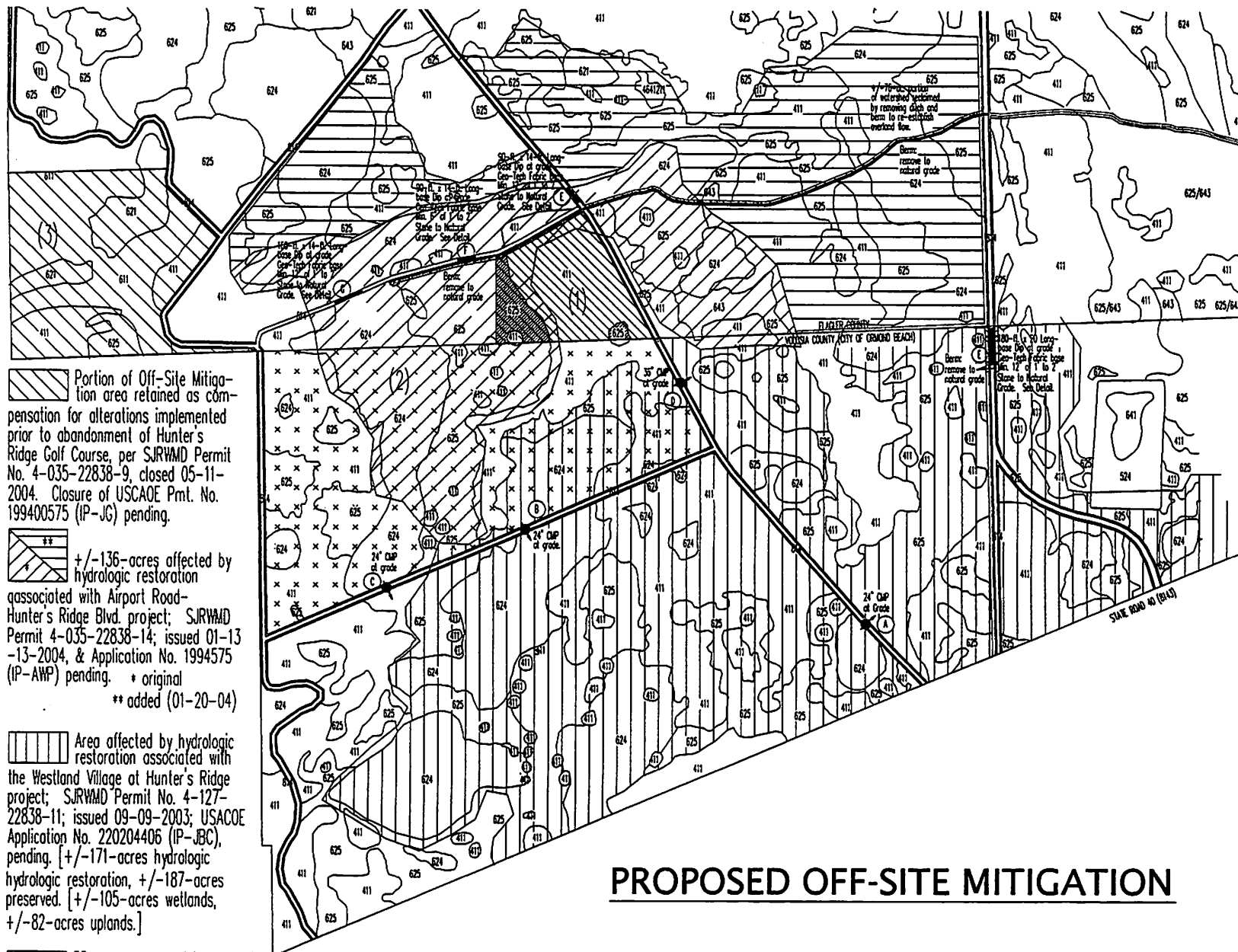
Coleman Holt, M. F. S.
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Sorrento, FL 32776-8003
Ph. 352-735-0463; Fx. 352-735-0464
E-mail: envircon@earthlink.net



VICINITY MAP-OFF-SITE MITIGATION

Applicant: Hunter's Ridge Residential Golf Properties
Water Body: Little Tomoka River
County: Volusia/Flagler
Datum: USGS 1929

Purpose: Application No. 1994575
Original Work ☐ Maintenance ☐
Sheet No.: 1 Of 5
Date: 2/3/05



Portion of Off-Site Mitigation area retained as compensation for alterations implemented prior to abandonment of Hunter's Ridge Golf Course, per SJRWMD Permit No. 4-035-22838-9, closed 05-11-2004. Closure of USCAOE Pmt. No. 199400575 (IP-JG) pending.

+/-136-acres affected by hydrologic restoration associated with Airport Road-Hunter's Ridge Blvd. project; SJRWMD Permit 4-035-22838-14; issued 01-13-2004, & Application No. 1994575 (IP-AWP) pending. * original ** added (01-20-04)

Area affected by hydrologic restoration associated with the Westland Village at Hunter's Ridge project; SJRWMD Permit No. 4-127-22838-11; issued 09-09-2003; USCAOE Application No. 220204406 (IP-JBC), pending. [+/-171-acres hydrologic hydrologic restoration, +/-187-acres preserved. [+/-105-acres wetlands, +/-82-acres uplands.]

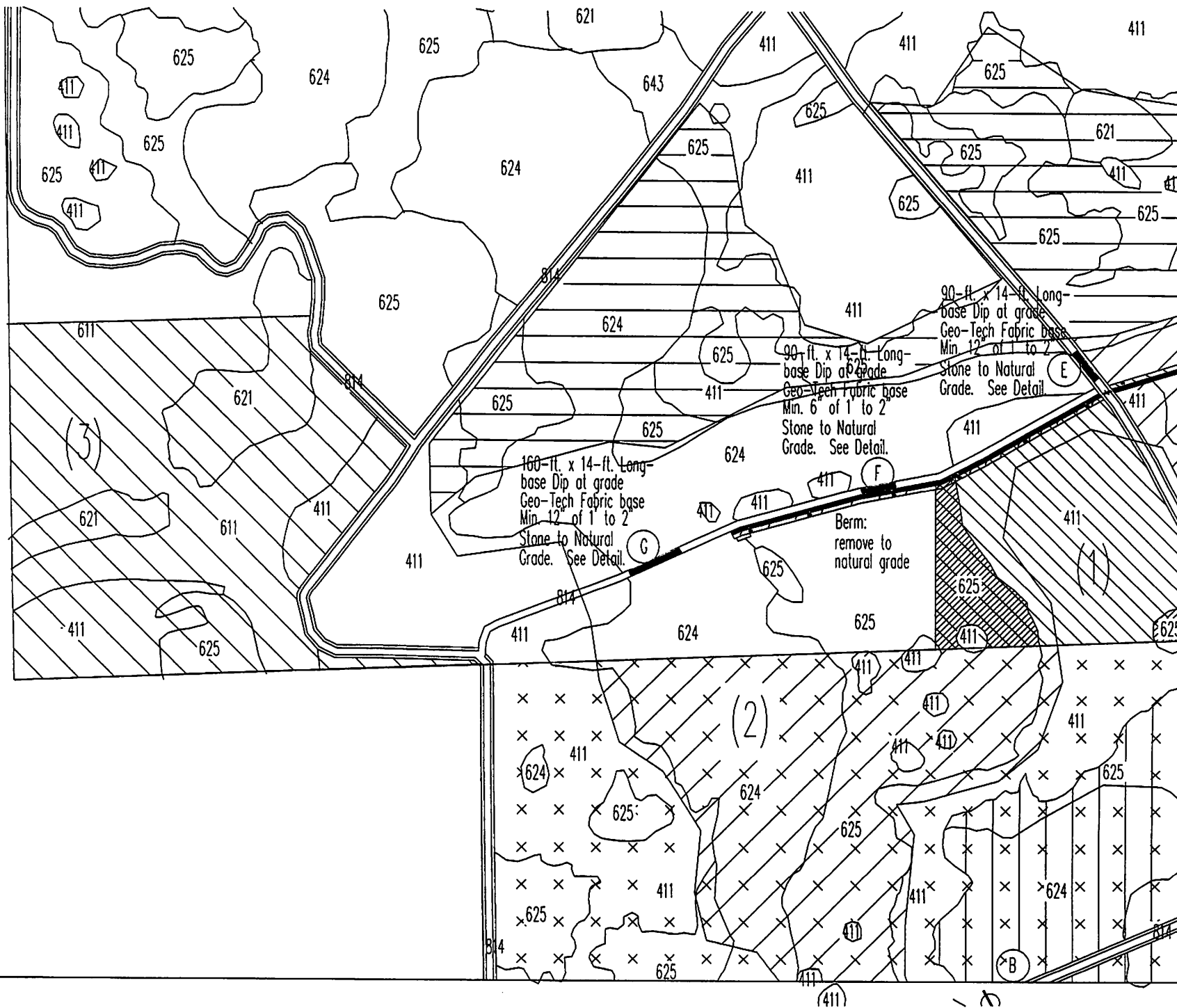
55-acres preserved in association with SJRWMD Permit No. 4-127-0131AM3; issued 05-24-95. No other mitigation activities required. [No off-site mitigation required under USCAOE Permit No. 199402382 (NW-LO), issued for this project on 03-27-96.]

** +/-76-acre hydrologic restoration addition; east-west ditch and berm leveled to re-establish overland flow.

PROPOSED OFF-SITE MITIGATION

Purpose: Application No. 1994575
Original Work ☐ Maintenance ☐
Sheet No.: 2 Of 5
Date: 2/3/05

Applicant: Hunter's Ridge Residential Golf Properties
Water Body: Little Tomoka River
County: Volusia/Flagler
Datum: USGS 1929



Applicant: Hunter's Ridge Residential Golf Properties

Water Body: Little Tomoka River

County: Volusia/Flagler

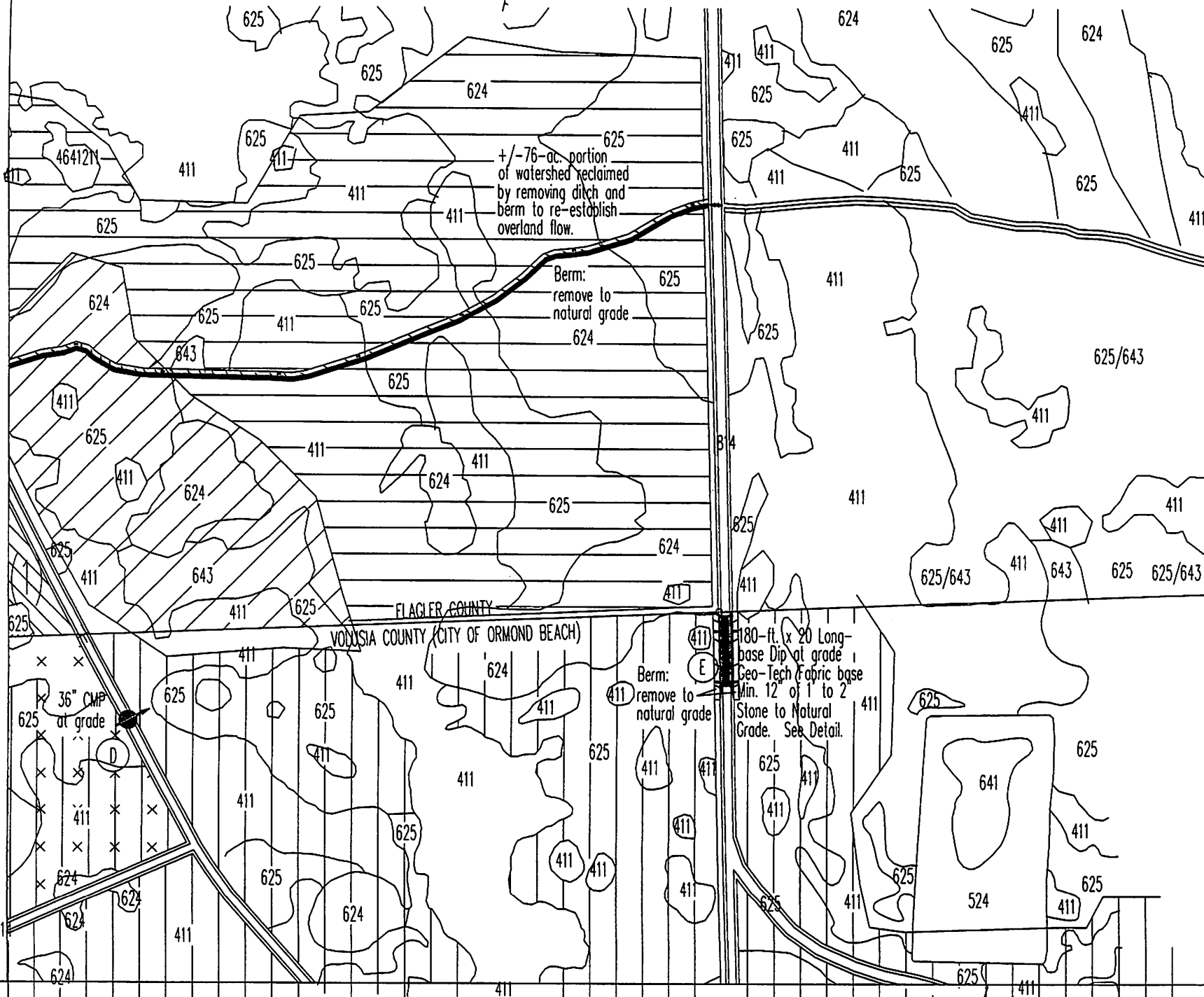
Datum: USGS 1929

Purpose: Application No. 1994575

Original Work ☐ Maintenance ☐

Sheet No.: 3 Of 5

Date: 2/3/05



Applicant: Hunter's Ridge Residential Golf Properties

Water Body: Little Tomoka River

County: Volusia/Flagler

Datum: USGS 1929

Purpose: Application No. 1994575

Original Work ☐ Maintenance ☐

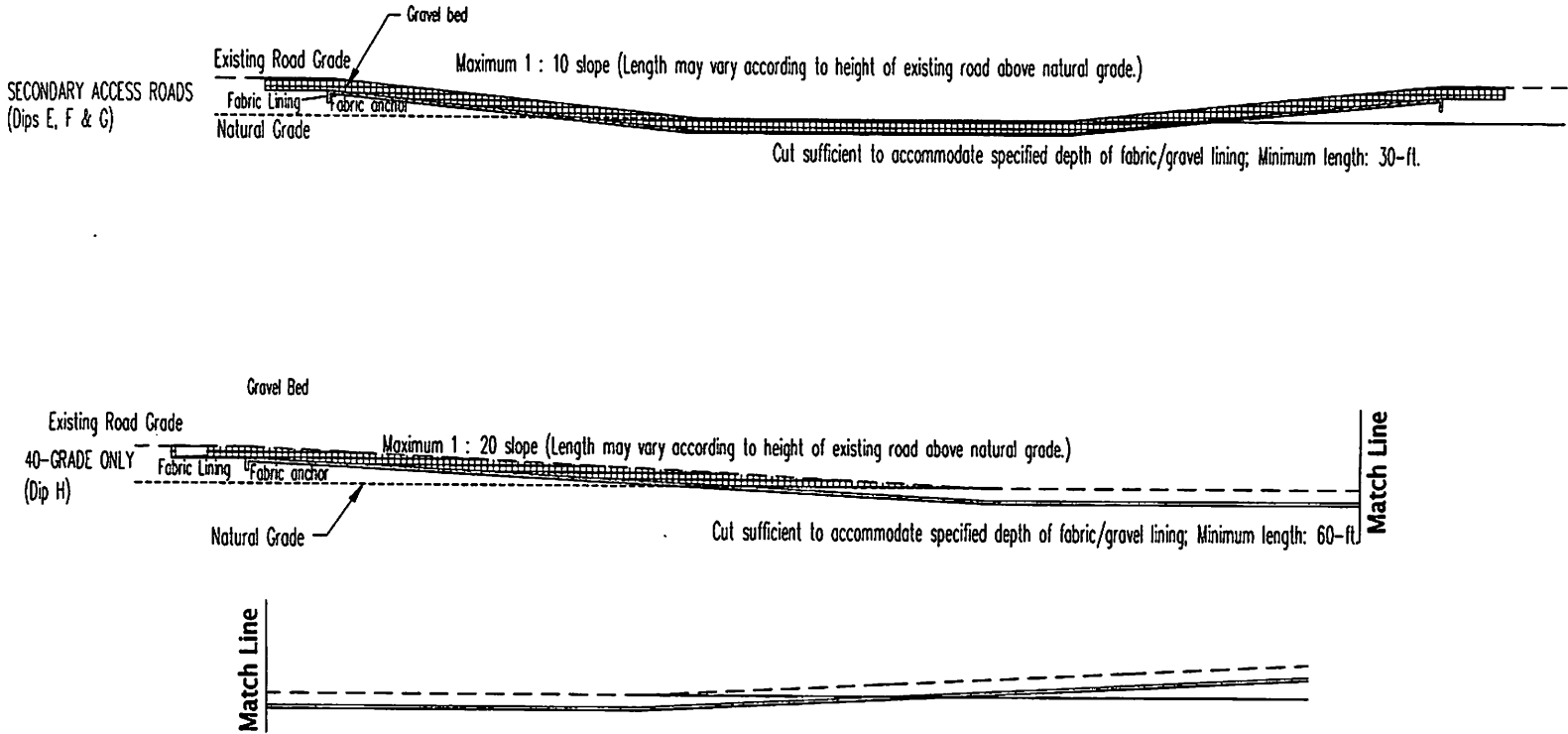
Sheet No.: 4 Of 5

Date: 2/3/05

LONG-BASED DIP DETAIL

Long-base Dip Detail	Total Fabric* Length	Nominal Dip Dimension	Total Cut Below Finish Grade	Nominal Yds Rock** Backfill	Maximum allowable slope in inclines***
DIP E	100.25-ft.	90-ft. x 14-ft.	1.0-ft.	57 cu. yds.	1 : 10
DIP F	100.25-ft.	90-ft. x 14-ft.	0.5-ft.	28.5 cu. yds.	1 : 10
DIP G	170.25-ft.	160-ft. x 14-ft.	1.0-ft.	88.25 cu. yds.	1 : 10
DIP H	360.5-ft.	180-ft. x 20-ft.	1.0-ft.	140.75 cu. yds.	1 : 20
TOTALS	1,132.25-ft.			457 cu. yds.	457 cu. yds.

* 14-ft x 300-ft. roll, cut to length as one piece per installation for 14-ft. applications; two pieces cut to length and overlapped 4-ft. for 20-ft. applications.
Length includes 5-ft. end-laps (10-ft. total), which are to be buried and anchored along with sides to prevent draw & drift under traffic load.
** Use 1-in. to 2-in. dimension hard-rock. Method of Application: Trucks to pour from previously applied surface, not from un-rocked surface.
*** Flat-bed Trailer Accessibility



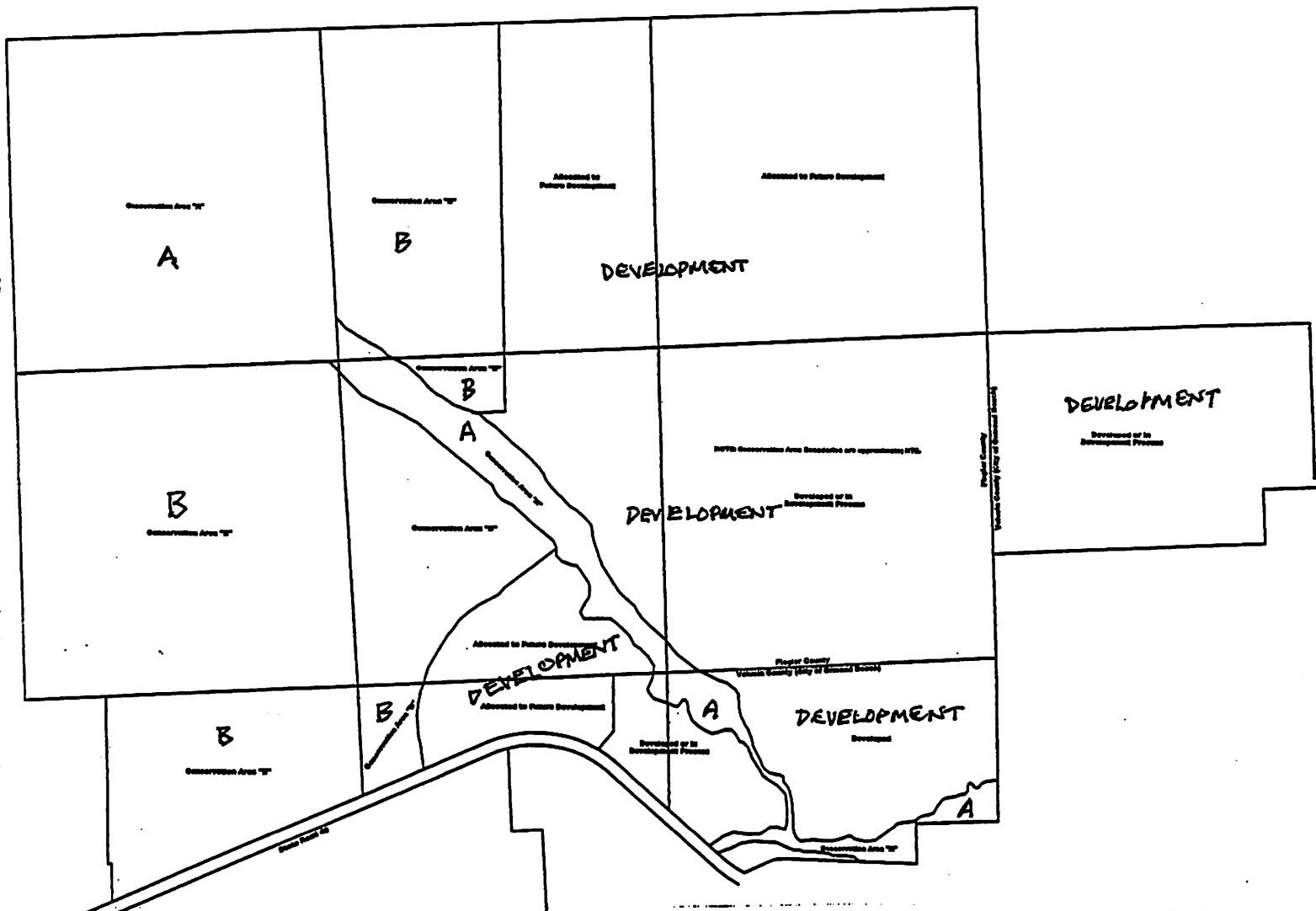
Purpose: Application No. 1994575

Original Work ☐ Maintenance ☐

Sheet No.: 5 Of 5
2/3/05

Applicant: Hunter's Ridge Residential Golf Properties

Water Body: Little Tomoka River
County: Volusia/Flagler
Datum: USGS 1929



CONSERVATION AREAS A And B

Applicant: Hunter's Ridge Residential Golf Properties

Water Body: Little Tomoka River

County: Volusia/Flagler

Datum: USGS 1929

Purpose: Application No. 1994575

Original Work ☐ Maintenance ☐

Sheet No.: 1 / 1 Of 1

Date: 2/3/05



COLEMAN HOLT, M. F. S.
Private Environmental Consultant
32710 Equestrian Trail
Sorrento, Florida 32776
Tel:(352) 735-0463
Fax:(352) 735-0464

file 9844-1
LETTER OF TRANSMITTAL

To: **USACOE**

**Cocoa Regulatory Field Office
400 High Pt. Dr., Ste. 600
Cocoa, FL 32926**

Date: April 12, 2005	Job No.	200502
To: Andy Phillips		
Airport Rd. - Hunter's Ridge Blvd.		
USACOE Pmt. Appl. No. SAJ-1994-575 (IP-AWP)		
	Courier	

WE ARE SENDING YOU ☒ Attached ☐ Under separate cover via _____ the following items

- ☐ Shop Drawings ☐ Prints ☐ Plans ☐ Samples
☐ Report(s) ☐ Change Order ☐ Specifications ☐ Copy of Letter(s)

☒ **RAI Response Materials**

COPIES	DATE	NO.	DESCRIPTION
1	01-14-2004	1	St. Johns River Water Management District Permit No. 4-035-22838-14
			Airport Road and Hunter's Ridge Boulevard Extension
1	04-12-2005	1	Drawing CH-6A-Long-Base Dip Detail; Hydrologic Enhancements
			Conservation Area "B"; Hunter's Ridge DRI

THESE ARE TRANSMITTED as checked below:

- ☒ As requested ☐ For your information ☐ Resubmit 3 copy(ies) for approval.
☒ For approval ☐ Approved as submitted or noted ☐ Return _____ corrected print(s)
☒ For review/comment ☐ Returned for corrections ☐ Return _____ copy(ies) for our files.
☒ For your use ☐ MATERIAL RETURNED THAT WAS LOANED TO US
☒ For your files ☐ _____

☐ FOR BIDS DUE: _____, 19 ____

REMARKS: ***Here are the additional materials you requested this date.***

Copy to: Tonya Griffin, HRRGPI
Kim Buck, AEG

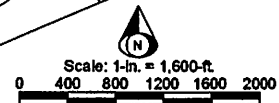
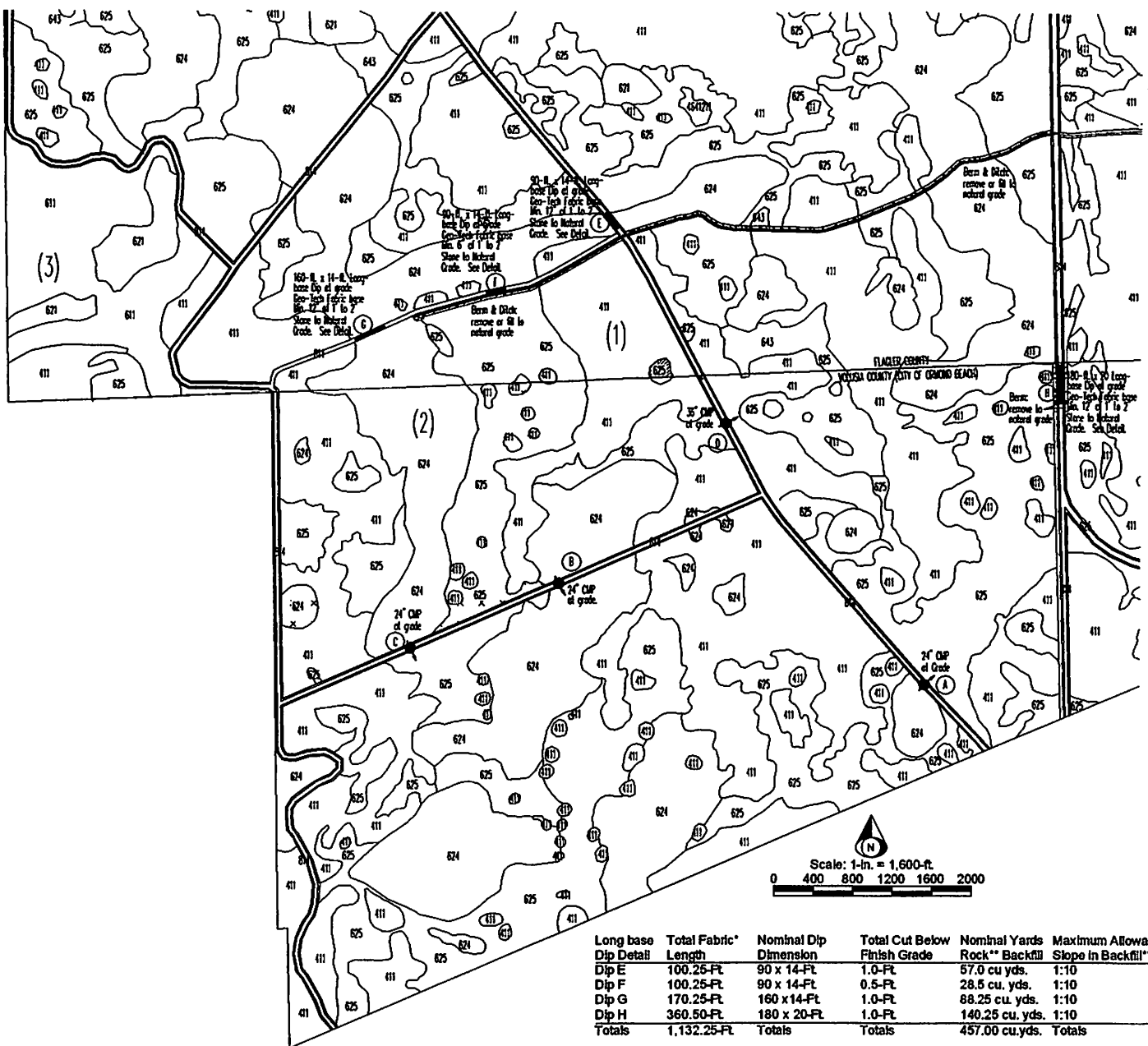
Sincerely,

Signed: *Coleman Holt*

File

If enclosures are not as noted, please notify us at once.

c:\general\litrans.dot

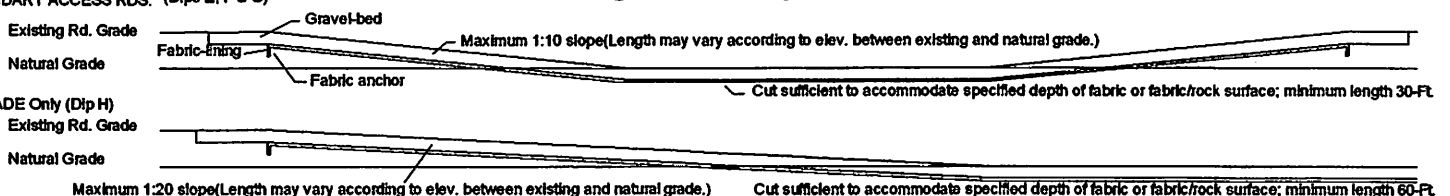


Long base Dip Detail	Total Fabric* Length	Nominal Dip Dimension	Total Cut Below Finish Grade	Nominal Yards Rock** Backfill	Maximum Allowable Slope in Backfill***
Dip E	100.25-Ft.	90 x 14-Ft.	1.0-Ft.	57.0 cu. yds.	1:10
Dip F	100.25-Ft.	90 x 14-Ft.	0.5-Ft.	28.5 cu. yds.	1:10
Dip G	170.25-Ft.	160 x 14-Ft.	1.0-Ft.	88.25 cu. yds.	1:10
Dip H	360.50-Ft.	180 x 20-Ft.	1.0-Ft.	140.25 cu. yds.	1:10
Totals	1,132.25-Ft.	Totals	Totals	457.00 cu. yds.	Totals

*14-Ft. x 30-Ft. roll, cut to length as one piece per installation for 14-Ft. applications; two pieces cut to length and overlapped 4-ft for 20-Ft. wide applications. Length to include 5-Ft. end-laps (10-Ft. total), which are to be anchored and buried to prevent draw. Ends and sides are to be anchored to prevent drift under traffic load.
 **Use 3/4-in. to 2-in. dimension hard-rock to depth specified where mat is subject to being mashed into muck. Method of application: Trucks to back onto pre-dumped and graded rock to dump from a previously applied surface, not from un-rocked surface.
 *** Grade must be sufficient to provide accessibility to low-boy, flat-bed trailers transporting heavy fire management equipment (dozers, fire-plows, etc.).

Long-base Dip Detail

SECONDARY ACCESS RDS. (Dips E, F & G)



Coleman Holt, M. F. S.
 Private Environmental Consultant
 32710 Equestrian Trail
 Sorrento, FL 32776
 Ph. 352-735-0463; Fx. 352-735-0464
 E-Mail: envtrcon@earthlink.net

**AIRPORT RD./HUNTER'S RIDGE BLVD.
 HYDROLOGIC ENHANCEMENTS
 CONSERVATION AREA "B"
 HUNTER'S RIDGE D. R. I.
 USACOE Appl. No. SAJ-1994-575 (IP-AWP)**

File: 98025
 Project: APR/HRB Ext.
 Drawn By: CH
 Scale: 1-in. = 1600-ft.
 Date: 04-12-2005
 Dwg/Sht No.:

CH-6A



St. Johns River Water Management District

Kirby B. Green III, Executive Director • David W. Fisk, Assistant Executive Director

4049 Reid Street • P.O. Box 1429 • Palatka, FL 32178-1429 • (386) 329-4500

January 13, 2004

Hunter's Ridge Residential Golf Properties, Inc.
1 Beagles Rest
Ormond Beach, FL 32174

SUBJECT: Permit Number 4-035-22838-14
Airport Road and Hunter's Ridge Boulevard Extension

Dear Sir/Madam:

Enclosed is your permit as authorized by the Governing Board of the St. Johns River Water Management District on January 13, 2004.

This permit is a legal document and should be kept with your other important documents. The attached MSSW/Stormwater As-Built Certification Form should be filled in and returned to the Palatka office within thirty days after the work is completed. By so doing, you will enable us to schedule a prompt inspection of the permitted activity.

In addition to the MSSW/Stormwater As-Built Certification Form, your permit also contains conditions which require submittal of additional information. All information submitted as compliance to permit conditions must be submitted to the Palatka office address.

Permit issuance does not relieve you from the responsibility of obtaining permits from any federal, state and/or local agencies asserting concurrent jurisdiction for this work.

In the event you sell your property, the permit can be transferred to the new owner, if we are notified by you within thirty days of the sale. Please assist us in this matter so as to maintain a valid permit for the new property owner.

Thank you for your cooperation and if this office can be of any further assistance to you, please do not hesitate to contact us.

Sincerely,

Gloria Lewis, Director
Permit Data Services Division

Enclosures: Permit with EN Form(s), if applicable

cc: District Permit File

GOVERNING BOARD

Duane Ottenstroer, CHAIRMAN JACKSONVILLE	Ometrias D. Long, VICE CHAIRMAN APOPKA	R. Clay Albright, SECRETARY OCALA	David G. Graham, TREASURER JACKSONVILLE
W. Michael Branch FERNANDINA BEACH	John G. Sowinski ORLANDO	William Kerr MELBOURNE BEACH	Ann T. Moore BUNNELL
			Susan N. Hughes JACKSONVILLE

Consultant: Alann Engineering Group Inc
232 S Yonge St.
Ormond Beach, FL 32174

Consultant: COLEMAN HOLT
32710 EQUESTRIAN TRAIL
Sorrento, FL 32776

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
Post Office Box 1429
Palatka, Florida 32178-1429

PERMIT NO. 4-035-22838-14

DATE ISSUED: January 13, 2004

PROJECT NAME: Airport Road and Hunter's Ridge Boulevard Extension

A PERMIT AUTHORIZING:

Construction of a Surface Water Management System consisting of Airport Road and Hunter's Ridge Boulevard extension and the associated wet detention systems; and modification of permit #4-035-22838-9, Hunter's Ridge Golf Course.

LOCATION:

Section(s): 22 Township(s): 14S Range(s): 31E

Flagler County

ISSUED TO:

Hunter's Ridge Residential Golf Properties, Inc.
1 Beagles Rest
Ormond Beach, FL 32174

Permittee agrees to hold and save the St. Johns River Water Management District and its successors harmless from any and all damages, claims, or liabilities which may arise from permit issuance. Said application, including all plans and specifications attached thereto, is by reference made a part hereof.

This permit does not convey to permittee any property rights nor any rights or privileges other than those specified therein, nor relieve the permittee from complying with any law, regulation or requirement affecting the rights of other bodies or agencies. All structures and works installed by permittee hereunder shall remain the property of the permittee.

This permit may be revoked, modified or transferred at any time pursuant to the appropriate provisions of Chapter 373, Florida Statutes:

PERMIT IS CONDITIONED UPON:

See conditions on attached "Exhibit A", dated January 13, 2004

AUTHORIZED BY: St. Johns River Water Management District

Department of Water Resources

Governing Board

By:


Jeff Elledge
(Director)

By:


Kirby B. Green III
(Assistant Secretary)

"EXHIBIT A"
CONDITIONS FOR ISSUANCE OF PERMIT NUMBER 4-035-22838-14
HUNTER'S RIDGE RESIDENTIAL GOLF PROPERTIES, INC.
DATED JANUARY 13, 2004

1. All activities shall be implemented as set forth in the plans, specifications and performance criteria as approved by this permit. Any deviation from the permitted activity and the conditions for undertaking that activity shall constitute a violation of this permit.
2. This permit or a copy thereof, complete with all conditions, attachments, exhibits, and modifications, shall be kept at the work site of the permitted activity. The complete permit shall be available for review at the work site upon request by District staff. The permittee shall require the contractor to review the complete permit prior to commencement of the activity authorized by this permit.
3. Activities approved by this permit shall be conducted in a manner which do not cause violations of state water quality standards.
4. Prior to and during construction, the permittee shall implement and maintain all erosion and sediment control measures (best management practices) required to retain sediment on-site and to prevent violations of state water quality standards. All practices must be in accordance with the guidelines and specifications in chapter 6 of the Florida Land Development Manual: A Guide to Sound Land and Water Management (Florida Department of Environmental Regulation 1988), which are incorporated by reference, unless a project specific erosion and sediment control plan is approved as part of the permit, in which case the practices must be in accordance with the plan. If site specific conditions require additional measures during any phase of construction or operation to prevent erosion or control sediment, beyond those specified in the erosion and sediment control plan, the permittee shall implement additional best management practices as necessary, in accordance with the specifications in chapter 6 of the Florida Land Development Manual: A Guide to Sound Land and Water Management (Florida Department of Environmental Regulation 1988). The permittee shall correct any erosion or shoaling that causes adverse impacts to the water resources.
5. Stabilization measures shall be initiated for erosion and sediment control on disturbed areas as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than 7 days after the construction activity in that portion of the site has temporarily or permanently ceased.
6. At least 48 hours prior to commencement of activity authorized by this permit, the permittee shall submit to the District a Construction Commencement Notice Form No. 40C-4.900(3) indicating the actual start date and the expected completion date.
7. When the duration of construction will exceed one year, the permittee shall submit construction status reports to the District on an annual basis utilizing an Annual Status Report Form No. 40C-4.900(4). These forms shall be submitted during June of each year.
8. For those systems which will be operated or maintained by an entity which will require an easement or deed restriction in order to provide that entity with the authority necessary to operate or maintain the system, such easement or deed restriction, together with any other final operation or maintenance documents as are required by subsections 7.1.1 through 7.1.4 of the Applicant's Handbook: Management and Storage of Surface Waters, must be submitted to the District for approval. Documents meeting the requirements set forth in these subsections of the Applicant's Handbook will be approved. Deed restrictions, easements and other operation and maintenance documents which require recordation either with the Secretary of State or the Clerk of the Circuit Court must be so recorded prior

to lot or unit sales within the project served by the system, or upon completion of construction of the system, whichever occurs first. For those systems which are proposed to be maintained by county or municipal entities, final operation and maintenance documents must be received by the District when maintenance and operation of the system is accepted by the local governmental entity. Failure to submit the appropriate final documents referenced in this paragraph will result in the permittee remaining liable for carrying out maintenance and operation of the permitted system.

9. Each phase or independent portion of the permitted system must be completed in accordance with the permitted plans and permit conditions prior to the initiation of the permitted use of site infrastructure located within the area served by the portion or phase of the system. Each phase or independent portion of the system must be completed in accordance with the permitted plans and permit conditions prior to transfer of responsibility for operation and maintenance of that phase or portion of the system to local government or other responsible entity.
10. Within 30 days after completion of construction of the permitted system, or independent portion of the system, the permittee shall submit a written statement of completion and certification by a registered professional engineer or other appropriate individual as authorized by law, utilizing As Built Certification Form 40C-1.181(13) or 40C-1.181(14) supplied with this permit. When the completed system differs substantially from the permitted plans, any substantial deviations shall be noted and explained and two copies of as-built drawings submitted to the District. Submittal of the completed form shall serve to notify the District that the system is ready for inspection. The statement of completion and certification shall be based on on-site observation of construction (conducted by the registered professional engineer, or other appropriate individual as authorized by law, or under his or her direct supervision) or review of as-built drawings for the purpose of determining if the work was completed in compliance with approved plans and specifications. As-built drawings shall be the permitted drawings revised to reflect any changes made during construction. Both the original and any revised specifications must be clearly shown. The plans must be clearly labeled as "as-built" or "record" drawing. All surveyed dimensions and elevations shall be certified by a registered surveyor. The following information, at a minimum, shall be verified on the as-built drawings:
 1. Dimensions and elevations of all discharge structures including all weirs, slots, gates, pumps, pipes, and oil and grease skimmers;
 2. Locations, dimensions, and elevations of all filter, exfiltration, or underdrain systems including cleanouts, pipes, connections to control structures, and points of discharge to the receiving waters;
 3. Dimensions, elevations, contours, or cross-sections of all treatment storage areas sufficient to determine state-storage relationships of the storage area and the permanent pool depth and volume below the control elevation for normally wet systems, when appropriate;
 4. Dimensions, elevations, contours, final grades, or cross-sections of the system to determine flow directions and conveyance of runoff to the treatment system;
 5. Dimensions, elevations, contours, final grades, or cross-sections of all conveyance systems utilized to convey off-site runoff around the system;
 6. Existing water elevation(s) and the date determined; and Elevation and location of benchmark(s) for the survey.

11. The operation phase of this permit shall not become effective until the permittee has complied with the requirements of general condition 9 above, the District determines the system to be in compliance with the permitted plans, and the entity approved by the District in accordance with subsections 7.1.1 through 7.1.4 of the Applicant's Handbook: Management and Storage of Surface Waters, accepts responsibility for operation and maintenance of the system. The permit may not be transferred to such an approved operation and maintenance entity until the operation phase of the permit becomes effective. Following inspection and approval of the permitted system by the District, the permittee shall request transfer of the permit to the responsible approved operation and maintenance entity, if different from the permittee. Until the permit is transferred pursuant to section 7.1 of the Applicant's Handbook: Management and Storage of Surface Waters, the permittee shall be liable for compliance with the terms of the permit.
12. Should any other regulatory agency require changes to the permitted system, the permittee shall provide written notification to the District of the changes prior implementation so that a determination can be made whether a permit modification is required.
13. This permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any activity approved by this permit. This permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the permit and chapter 40C-4 or chapter 40C-40, F.A.C.
14. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities which may arise by reason of the activities authorized by the permit or any use of the permitted system.
15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered specifically approved unless a specific condition of this permit or a formal determination under section 373.421(2), F.S., provides otherwise.
16. The permittee shall notify the District in writing within 30 days of any sale, conveyance, or other transfer of ownership or control of the permitted system or the real property at which the permitted system is located. All transfers of ownership or transfers of a permit are subject to the requirements of section 40C-1.612, F.A.C. The permittee transferring the permit shall remain liable for any corrective actions that may be required as a result of any permit violations prior to such sale, conveyance or other transfer.
17. Upon reasonable notice to the permittee, District authorized staff with proper identification shall have permission to enter, inspect, sample and test the system to insure conformity with the plans and specifications approved by the permit.
18. If historical or archaeological artifacts are discovered at any time on the project site, the permittee shall immediately notify the District.
19. The permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.
20. This permit for construction will expire five years from the date of issuance.
21. All wetland areas or water bodies that are outside the specific limits of construction authorized by this permit must be protected from erosion, siltation, scouring or excess turbidity, and dewatering.

22. Prior to construction, the permittee must clearly designate the limits of construction on-site. The permittee must advise the contractor that any work outside the limits of construction, including clearing, may be a violation of this permit.
23. The proposed surface water management system must be constructed and operated in accordance with the plans received by the District on December 26, 2002.
24. The stormwater management system shall be inspected by the operation and maintenance entity once within two years after the completion of construction and every two years thereafter to insure that the system is functioning as designed and permitted. If a required inspection reveals that the system is not functioning as designed and permitted, then within 14 days of that inspection the entity shall submit an Exceptions Report on form number 40C-42.900(6), Exceptions Report for Stormwater Management Systems Out of Compliance. The operation and maintenance entity must maintain a record of each required inspection, including the date of the inspection, the name, address, and telephone number of the inspector, and whether the system was functioning as designed and permitted, and make such record available for inspection upon request by the District during normal business hours.



CITY OF ORMOND BEACH

City Manager 22 S. Beach St. Ormond Beach, FL 32174 (386) 676-3200 Fax: (386) 676-3384

July 12, 2010

RECEIVED

JUL 15 REC'D

COUNTY ADMINISTRATOR
FLAGLER COUNTY, FLORIDA

Mr. Craig M. Coffey
County Administrator
1769 E. Moody Blvd.
Building 2
Bunnell, FL 32110

Re: Hunter's Ridge DRI Development Order

Dear Mr. Coffey:

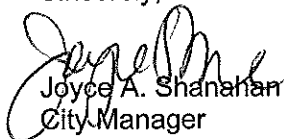
On June 22, 2010, the City Commission discussed the proposed Hunter's Ridge DRI plan amendments and the issue regarding the current language contained in Section 11.15 of the existing Flagler County DRI Development Order. Staff requested on June 15, 2010 a written determination of this section from the Flagler County Planning Director. As of the date of this letter, we have not received any formal response.

The meeting before the City Commission resulted from a neighborhood meeting that occurred on June 14 more than 50 residents attended. The residents were extremely concerned that the Hunter's Ridge Development was seeking additional development entitlements when existing commitments in the existing DRI DO were unresolved. One of those commitments at least in the minds of the Ormond Beach residents was the improvement of Strickland-Durrance roadway.

The purpose of this letter is to officially request a determination of the County Commission's intent of Section 11.15 vis-à-vis Strickland and Durrance Lane. Section 11.15 of Flagler's DO simply indicates that *"the applicant shall obtain and dedicate to Flagler County a 100 foot wide right-of-way along a portion of the north project boundary for the purpose of providing access to Tymber Creek Road. The Applicant shall clear, grade and construct the stabilized sub-grade (including the construction of drainage components) for a two lane roadway within said right-of-way from the elementary school site to Tymber Creek Road."* At first blush the reading of Section 11.15 in isolation could be interpreted as Airport Road given the proposed school location, however when Section 11.14 is read in association with Section 11.15, it is clear that another road was contemplated. There are no other east-west road alignments north of Airport Road other than the Strickland-Durrance Lane unimproved roadway alignment.

As always, I appreciate the continued cooperation that exists between Flagler County and Ormond Beach. Should you have questions regarding my letter, please do not hesitate to contact me.

Sincerely,


Joyce A. Shanahan
City Manager

Attachments

cc: Ed Kelley, Commissioner
Ric Goss, Planning Director

REC U433 PAGE 14

11.12 In the interest of safety, the Applicant shall construct a system of bike ways or provide for bicycles in the construction of the internal roadway system which will provide bicycle travel between:

- homes and schools
- homes and employment centers
- homes and neighborhood commercial centers

External bicycle systems which provide for bicycle traffic to adjacent and nearby external residential, employment and educational centers shall be considered. Construction standards shall conform to the latest applicable local government or state criteria.

11.13 Bicycle lockers or bicycle racks, transit passenger shelters and transit parking bays shall be constructed where necessary to augment and facilitate the operations of off-site transit and bicycle facilities. The Applicant shall designate an employee as a ridesharing coordinator or include covenants which will require tenants or future landowners to collectively hire and manage a ridesharing coordinator when the Hunter's Ridge project reaches 2,900 residential units. This person will be responsible for conducting ridesharing campaigns within the project, publicity, processing applications, distributing information (including transit information), etc.

? total
Build or
to 26
Reader

11.14 Prior to any transportation Phase II development, SR 40 from Tymber Creek Road to I-95 and Airport Road from SR 40

to Tymber Creek Road shall be complete and operational as a four-lane divided facility. In addition, consideration shall be given to the construction of an interchange with I-95 at Airport Road prior to transportation Phase II development.

11/15 Prior to the issuance of the 376th residential building permit in Flagler County, the Applicant shall obtain and dedicate to Flagler County a 100 foot wide right-of-way along a portion of the north project boundary for the purpose of providing access to Tymber Creek Road. The Applicant shall clear, grade and construct the stabilized subgrade (including the construction of drainage components) for a two lane roadway within said right-of-way from the elementary school site to Tymber Creek Road. The stabilized subgrade shall be constructed to the requirements of Flagler County Development and Subdivision Regulations (Ordinance No. 78-8 and amendments). Said roadbed shall be maintained by the Applicant until it has been paved to County standards and transferred to Flagler County or Volusia County, within their respective jurisdictions, for maintenance. Prior to the issuance of the 754th residential building permit in Flagler County, the Applicant shall complete the base, surfacing, shoulders, drainage and all other features to the requirements of Flagler County Development and Subdivision Regulations. The Applicant will fund the cost of the design and construction of the roadway, and obtain all permits from all governing agencies at the Applicants expense.

B-45



Flagler County

Board of County Commissioners

Planning and Zoning Department



1769 East Moody Boulevard, Suite 105 ♦ Bunnell, Florida 32110 ♦ (386) 313-4009 ♦ fax: (386) 313-4109 ♦ www.FlaglerCounty.org

August 18, 2010

City of Ormond Beach
Post Office Box 277
Ormond Beach, FL 32175-0277

Re: Hunter's Ridge Development of Regional Impact - Notice of Proposed Change
Notice of Public Hearing

Dear Property Owner:

As an owner within 300' of the boundary of the property subject of the above referenced application, the Flagler County Board of County Commissioners hereby advise you that they will consider an amendment to the Hunter's Ridge Development of Regional Impact (DRI) Development Order. As a substantial deviation within an existing approved DRI, this proposed development is undergoing a development of regional impact review pursuant to s. 380.06(11), Florida Statutes. The proposed amendment is to increase residential density in the Flagler County portion of the Hunter's Ridge DRI from 1,702 dwelling units to 2,983 dwelling units (+1,281 dwelling units), increase non-residential square footage (retail, office and industrial uses) from 345,590 square feet to 705,940 square feet (+360,350 square feet), increase conservation acreage from 2,267 acres to 2,366 acres (+99 acres) and create a regionally significant passive park on the conservation acreage. The Hunter's Ridge DRI is located in southeastern Flagler County and lies within the jurisdictional limits of the City of Ormond Beach and unincorporated Flagler County. This application is to amend only that portion of the development lying within Sections 15, 16, 17, 20, 21, and 22, all within Township 14 South, Range 31 East, in unincorporated Flagler County.

The Flagler County Board of County Commissioners will hold a Special Meeting and Public Hearing for action as deemed appropriate following presentation and discussion on **Monday, October 25, 2010 beginning at 5:00 p.m.** or as soon thereafter as possible. The Public Hearing will be held in the **Board Chambers, Flagler County Government Services Building, 1769 E. Moody Boulevard, Bunnell, Florida 32110**. Copies of the Substantial Deviation, its supporting data and analysis, staff reports and other pertinent information are available for review at Flagler County Planning and Zoning Department, Flagler County Government Services Building, 1769 E. Moody Boulevard, Suite 105, Bunnell, Florida 32110, Telephone: 386-313-4009

All interested persons are urged to attend the public hearing. In accordance with the Americans with Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the Planning and Zoning Department at 386-313-4009 at least 48 hours prior to the meeting.

Sincerely,

Gina Lemon
Development Review Planner

Alan Peterson
District 1

Milissa Holland
District 2

Barbara Revels
District 3

Bob Abbott
District 4

George Hanns
District 5

RESOLUTION NO. 2010- 61

A RESOLUTION OF FLAGLER COUNTY, FLORIDA, AMENDING AND REPLACING IN ITS ENTIRETY THE DEVELOPMENT ORDER FOR HUNTER'S RIDGE, A DEVELOPMENT OF REGIONAL IMPACT UNDER CHAPTER 380, FLORIDA STATUTES; RE-AUTHORIZING DEVELOPMENT OF APPROXIMATELY 3,865+/- ACRES (1,976+/- ACRES WITHIN A CONSERVATION/REGIONAL PARK) IN SOUTHEAST FLAGLER COUNTY; ESTABLISHING MITIGATION REQUIREMENTS FOR REGIONAL IMPACTS INCLUDING MITIGATION FOR TRANSPORTATION AND ENVIRONMENTAL IMPACTS; PROVIDING FOR DEVELOPMENT PHASING AND BUILDOUT DATES; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Hunter's Ridge Residential Golf Properties, Inc., Hunter's Ridge Timber Company, Inc., and Hunter's Ridge Golf Company, Inc., are the joint owners of the DRI Property ("Owners", "Applicants", or "Developer", as appropriate herein) and have duly authorized the filing of a Substantial Deviation Application for Development Approval (hereafter referred to as the "Application") to obtain a Development Order ("D.O.") for the DRI Property; and

WHEREAS, the Owners' Application dated August 31, 2009, has been amended to exclude any changes to the Plum Creek Timberlands, L.P., parcel; and

WHEREAS, the Owners' Application has been provided two sufficiency reviews regarding the Application as follows: First Sufficiency Response dated November 12, 2009; and Second Sufficiency Response dated March 26, 2010, pursuant to Section 380.06, Florida Statutes, for the Hunter's Ridge DRI on the DRI Property; and

WHEREAS, the Applicant has provided complete copies of the Substantial Deviation Application for Development Approval and the Sufficiency Responses to the

Florida Department of Community Affairs, Northeast Florida Regional Council, and Flagler County; and

WHEREAS, the proposed DRI requires an amendment to the County's Comprehensive Plan to change the Future Land Use Map ("Future Land Use Map Amendment") which has been reviewed and adopted simultaneously with this Development Order pursuant to Section 380.06(6)(b) and Chapter 163, Part II, Florida Statutes; and

WHEREAS, the Application was reviewed by the Northeast Florida Regional Council at their October 7, 2010 regular Committee and Board Meetings as required by Section 380.06, Florida Statutes, and the Council recommended that the Application be approved, with conditions as set forth in the Regional Report; and

WHEREAS, the proposed DRI is consistent with the State Comprehensive Plan and Chapter 9J-5, Florida Administrative Code; and

WHEREAS, the proposed DRI is consistent with the Strategic Regional Policy Plan adopted by the Northeast Florida Regional Council; and

WHEREAS, the proposed DRI is consistent with the Flagler County Comprehensive Plan and to date consistent with the Flagler County Land Development Code ("LDC"); and

WHEREAS, the proposed DRI is consistent with the Hunter's Ridge DRI Recommendation Report of the Northeast Florida Regional Council dated October 7, 2010 issued pursuant to Section 380.06, Florida Statutes; and

WHEREAS, the Flagler County Board of County Commissioners has duly noticed and on October 25, 2010 held a public hearing, initially continued to November 1, 2010, and subsequently continued to November 15, 2010, on the Application and the Future Land Use Map Amendment as required by Section 380.06, Florida Statutes, and afforded the public and all affected parties an opportunity to be heard and to present evidence; and

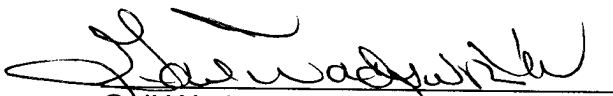
NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Flagler County, Florida, in a public hearing duly constituted and assembled on November 15, 2010, that the Application for the Hunter's Ridge DRI is hereby approved, subject to the following terms, conditions, and provisions herein as included at Exhibit A, based on the findings incorporated in the above recitals and additionally as listed below:

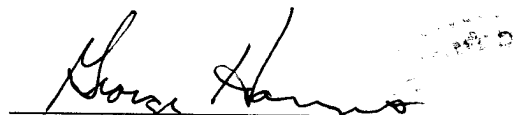
1. This Development Order satisfies the Developer's obligation within the original Development Order for Substantial Deviation application review.
2. This request is consistent with the Goals, Objectives, and Policies of the Flagler County Comprehensive Plan and the Flagler County Land Development Code (LDC).
3. The original Development Order, as previously amended, is hereby amended and replaced in its entirety through approval of the specific changes as provided in Exhibit A.
4. A certified copy of this Resolution, complete with all exhibits, shall be rendered by Flagler County within ten (10) days of its adoption by certified mail, return receipt requested, to: the Florida Department of Community Affairs, Bureau of Local Planning; the Northeast Florida Regional Council; and the Developer.
5. This Resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED by the Board of County Commissioners of Flagler County, State of Florida, this 15th day of November 2010.

ATTEST:

**FLAGLER COUNTY BOARD
OF COUNTY COMMISSIONERS**


Gail Wadsworth, Clerk and
Ex Officio Clerk to the Board


George Hanns, Chairman

APPROVED AS TO FORM:


Albert J. Hadeed, County Attorney

Hunter's Ridge Development Order

November 15, 2010

**Exhibit A
HUNTER'S RIDGE DRI DEVELOPMENT ORDER**

THIS DEVELOPMENT ORDER effective this 15th day of November 2010 by and between **Hunter's Ridge Residential Golf Properties, Inc., Hunter's Ridge Timber Company, Inc., and Hunter's Ridge Golf Company, Inc.**, as the joint owners of the DRI Property (the "Developer") and the **Flagler County Board of County Commissioners**, a political subdivision of the State of Florida (the "County").

WHEREAS, on January 25, 1990, Flagler County adopted Resolution 90-3A constituting the Development Order for the approximately 3,840 acre Flagler County portion of the Hunter's Ridge Development of Regional Impact (DRI) ("DRI Property"); and

WHEREAS, the Department of Community Affairs intervened in an appeal of the Development Order and the Division of Administrative Hearings issued a Recommended Order May 28, 1991 and rendered an Amended Final Development Order recorded in Official Records Book 455, Page 1019, of the Public Records of Flagler County, Florida; and

WHEREAS, on April 6, 1992 Flagler County adopted the First Amendment to the Hunter's Ridge Development Order; and

WHEREAS, on December 1, 1997 Flagler County adopted Resolution No. 97-79A constituting the Second Amendment to the Hunter's Ridge Development Order; and

WHEREAS, on December 15, 2003, Flagler County adopted Resolution No. 2003-208 constituting the Third Amendment to the Hunter's Ridge Development Order; and

WHEREAS, Hunter's Ridge Residential Golf Properties, Inc., Hunter's Ridge Timber Company, Inc., and Hunter's Ridge Golf Company, Inc., are the joint owners of the DRI Property ("Owners", "Applicants", or "Developer", as appropriate herein) and have duly authorized the filing of a Substantial Deviation Application for Development Approval (hereafter referred to as the "Application") to obtain a Development Order ("D.O.") for the DRI Property; and

WHEREAS, the Flagler County School Board, Flagler County Board of County Commissioners, Ashlake, Inc., Ashford Lakes Estates, LLC, Plum Creek Timberlands, L.P., Royal Lion's Gate LLC, TP Investments, LLC, and the City of Ormond Beach

Hunter's Ridge Development Order

November 15, 2010

**Exhibit A
HUNTER'S RIDGE DRI DEVELOPMENT ORDER**

Utilities all have ownership interest in the project area irrespective of the Owners listed above; and

WHEREAS, the Owners' Application dated August 31, 2009, has been amended to exclude any changes to the Plum Creek Timberlands, L.P., parcel; and

WHEREAS, the Owners' Application has been provided two sufficiency reviews regarding the Application as follows: First Sufficiency Response dated November 12, 2009; and Second Sufficiency Response dated March 26, 2010, pursuant to Section 380.06, Florida Statutes, for the Hunter's Ridge DRI on the DRI Property; and

WHEREAS, the Applicants have provided complete copies of the Substantial Deviation Application for Development Approval and the Sufficiency Responses to the Florida Department of Community Affairs, Northeast Florida Regional Council, and Flagler County; and

WHEREAS, the proposed DRI requires an amendment to the County's Comprehensive Plan to change the Future Land Use Map ("Future Land Use Map Amendment") which has been reviewed and adopted simultaneously with this Development Order pursuant to Section 380.06(6)(b) and Chapter 163, Part II, Florida Statutes; and

WHEREAS, the Application was reviewed by the Northeast Florida Regional Council at their October 7, 2010 regular Committee and Board Meetings as required by Section 380.06, Florida Statutes, and the Council recommended that the Application be approved, with conditions as set forth in the Regional Report; and

WHEREAS, the proposed DRI is consistent with the Hunter's Ridge DRI Recommendation Report of the Northeast Florida Regional Council dated October 7, 2010 issued pursuant to Section 380.06, Florida Statutes; and

WHEREAS, the Flagler County Board of County Commissioners, in its capacity as the local planning agency and governing body, has duly noticed and on October 25, 2010 held a public hearing, continued until November 1, 2010, and further continued to November 15, 2010, on the Application and the Future Land Use Map Amendment as required by Section 380.06, Florida Statutes, and afforded the public and all affected parties an opportunity to be heard and to present evidence; and



Hunter's Ridge Development Order

November 15, 2010

Exhibit A
HUNTER'S RIDGE DRI DEVELOPMENT ORDER

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Flagler County, Florida, in a final public hearing duly constituted and assembled on November 15, 2010, that the Substantial Deviation Application for Development Approval for the Hunter's Ridge DRI is hereby approved 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, pursuant to the provisions of Section 380.06, Florida Statutes, and other applicable State laws and the codes and ordinances of Flagler County:

Section 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 this Substantial Deviation Application for Development Approval ("ADA") and obtain an amended Development Order with respect to the DRI Property in accordance with Section 380.06, Florida Statutes.
4. The County has conducted a diligent evaluation and review of all the ADA and Sufficiency Response materials as part of the development review process; however, the Developer and the County acknowledge that the County has not created any independent work project or analysis for the DRI Property.
5. This Development Order for Hunter's Ridge is consistent with the State's Comprehensive Plan as set forth at Chapter 187, Florida Statutes, and Rule 9J-5, Florida Administrative Code.
6. This Development Order for Hunter's Ridge is consistent with the Strategic Regional Policy Plan ("SRPP") as adopted by the Northeast Florida Regional Council ("NEFRC").
7. This Development Order for Hunter's Ridge is consistent with the County's Comprehensive Plan and the County's Land Development Code ("LDC").



Hunter's Ridge Development Order

November 15, 2010

**Exhibit A
HUNTER'S RIDGE DRI DEVELOPMENT ORDER**

8. This Development Order for Hunter's Ridge is consistent with the Assessment Report and Recommendations of the NEFRC issued pursuant to Section 380.06, Florida Statutes.
9. The public hearings to consider this Development Order were properly noticed and held by the Flagler County Board of County Commissioners pursuant to Section 380.06, Florida Statutes.
10. The Developer's authorized representative is Sam Merrill, Jr., Project Manager, whose principal place of business is 1 Beagles Rest, Ormond Beach, Florida 32174; and whose telephone number is (386) 677-7298.
11. Implementation of this Development Order for Hunter's Ridge 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 for Hunter's Ridge constitutes final DRI approval as more particularly described in Section II. Development Approval, 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 further development review.

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Exhibit A
HUNTER’S RIDGE DRI DEVELOPMENT ORDER

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EXHIBITS

- Exhibit 1 Map H, Development Plan
- Exhibit 2 Flagler County/City of Ormond Retail Water
and Wastewater Service Agreement
- Exhibit 3 Golf Course Settlement Agreement
- Exhibit 4 Stormwater Pollution Prevention Plan
- Exhibit 5 Proportionate Share Agreement



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EXHIBITS (continued)

Exhibit 6 Joint Stipulation

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Section II. Development Approval

1. Land Development Approval.

The DRI may be developed up to the maximum densities and intensities provided herein within appropriate use cluster areas and timed per the phases all as indicated in the Hunter's Ridge Development Table (Flagler County) and Hunter's Ridge Cluster Use Development Table (Flagler County), as graphically depicted in Map H, and in accordance with the Flagler County Comprehensive Plan, Flagler County Land Development Code (LDC), and other applicable Local, State, and Federal laws and in conjunction with the other terms and conditions contained herein.

2. Comprehensive Plan Future Land Use. The approximately 3,840 acre Flagler County portion of the Hunter's Ridge Development of Regional Impact ("DRI") ("DRI Property") shall be composed of the following two areas as depicted on Map H (Exhibit 1):

- a. The Development Area (approximately 1,862 acres) as shown on Map H shall have a Future Land Use of Mixed Use: Low Intensity, Low/Medium Density Residential (maximum residential density established as not more than seven (7) units per acre calculated on a gross acreage basis) as described in the Flagler County Comprehensive Plan. This Development Area is further divided into sub-areas as clusters within Phases.
- b. The Conservation/Regional Park Area (approximately 1,978 acres) as shown on Map H shall have a Future Land Use of Conservation as described in the Flagler County Comprehensive Plan.

3. Hunter's Ridge Development Table (Flagler County). This table shall represent the maximum overall development approval within Flagler County, excluding public facilities and recreational amenities, and subject further to other terms and conditions contained herein.
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Table 1. Hunter’s Ridge Development Table (Flagler County)					
Uses by Phase	Phases 1A and 1B	Phase 2A	Phase 2B	Phase 3	Total
Low Density	593 units	226 units	220 units	255 units	1,294 units
Medium/High Density	482 units	276 units	250 units	0	1,008 units
Mixed Use Office/Retail/Service	223,512 sf	59,370 sf	41,363 sf	0	324,245 sf
Light Industrial	104,000 sf	54,732 sf	50,000 sf	34,056 sf	242,788 sf
Total Residential	1,075 units	502 units	470 units	255 units	2,302 units
Total Non-Residential	327,512 sf	132,740 sf	110,000 sf	34,056 sf	604,308 sf
Note: The square footages above shall not include any permitted governmental, utility, and recreational square footage necessary to service the community or provided as part of a regional park amenity.					

- a. Mixed Use Office/Retail/Service was reduced by 100,000 sf within Phases 2 and 3 from the Applicants’ initial request. This maximum area shall be further reduced by 105 sf of Mixed Use Office/Retail/Service per any corresponding dwelling unit reduction in residential density.
- b. Office/Retail/Services are combined as a mixed use to better reflect the diversity of uses that need to occur in these clusters to provide the maximum residential transportation trip capture.
- c. Any reduction in the number of residential units from the totals reflected in the Table shall be taken proportionally, with seventy-five percent (75%) from Phase 2 and twenty-five percent (25%) from Phase 3. Any subsequent reduction in Mixed Use Office/Retail/Service square footage that comes from a reduction in residential units shall be taken equally from Phases 2A and 2B since no Mixed Use square footage exists in Phase 3.
- d. Phasing Duration and Commencement of DRI. The DRI shall be developed in four (4) Phases, as identified above. The duration of each phase shall be five (5) years unless extended pursuant to Section 380.06(19), Florida Statutes, or unless the Developer elects to accelerate the beginning date of a subsequent phase or phases, provided that all concurrency requirements for the particular phase to be accelerated 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 a subsequent phase until build-out, provided


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that all respective mitigation is likewise carried over into a subsequent phase as a condition of the commencement of development within that phase (e.g., 50 dwelling units from Phase 1 may be carried over into Phase 2 along with the required mitigation accompanying those units). The sequence of development in Phases 2A and 2B may be altered and proceed based upon consent from Flagler County without Notice of Proposed Change (“NOPC”) modification required so long as the transportation mitigation and all other obligations herein are met.

- e. Build-out and Expiration. The projected build-out date for all DRI development improvements that are the obligation of the Developer is December 31, 2030. The DRI termination and DRI Development Order expiration dates are established as December 31, 2032. Any extensions of the DRI build-out, termination, or expiration dates shall be governed by the provisions of Section 380.06(19)(c), Florida Statutes. The time period for commencement of physical development, build-out, termination, phasing dates, and deadlines shall be tolled during the period of any appeal pursuant to Section 380.07, Florida Statutes.
4. **Hunter’s Ridge Cluster Use Development Table (Flagler County).** This table shall represent the permitted use category by cluster and maximum density/intensity permitted per cluster for development within Flagler County, excluding public facilities and recreational amenities, and subject further to other terms and conditions contained herein.

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Table 2. Hunter’s Ridge Cluster Use Development Table (Flagler County)					
Phase	#	Cluster Use	Gross Acres	Maximum Density/ Intensity	Max. Ht.
1A Vested	A	Low Density Res.: Ashford Lakes	87.71	77 Units	35ft
1A Vested	B	Low Density Res.: Huntington Woods	24.03	70 Units	35ft
1A Vested	C	Low Density Res.: Huntington Townhomes	103.74	183 Units	35ft
1A Vested	D	Low Density Res.: Huntington Lakes	81.03	77 Units	35ft
1A	E	Low Density Res.: Deerfield Estates	18.39	14 Units	35ft
1B	A	Light Industrial	15.9	175,072 SF	50ft
1B	B	Elementary-Middle School	48.0	N/A	50ft
1B	C	Low Density Residential	54.87	219 Units	35ft
1B	D	High Density Residential	23.15	347 Units	65ft
1B	E	High Density Residential	20.7	311 Units	65ft
1B	F	Mixed Retail / Office / Services	27.53	239,841 SF	45ft
1B	G	High Density Residential	21.3	320 Units	45ft
1B	H	Community Recreation	5.08	N/A	35ft
1B	I	Mixed Retail / Office / Services	5.47	50,007 SF	45ft
1B	J	Plum Creek Parcel – Park of Commerce (under previous D.O.)	3.15	N/A	N/A
1B	K	Plum Creek Parcel – Park of Commerce (under previous D.O.)	17.12	N/A	N/A
1B	L	Mixed Retail / Office / Services	2.91	25,352 SF	45ft
1B	M	Low Density Residential	3.52	14 Units	35ft
1B	N	Light Industrial	6.15	67,716 SF	50ft
1B	O	Neighborhood Recreation	6.21	N/A	50ft
1B	P	Mixed Retail / Office / Services	7.68	66,908 SF	45ft
2A	A	Medium Density Residential	16.34	163 Units	50ft
2A	B	High Density Residential	31.73	476 Units	65ft
2A	C	Community Recreation	5.11	N/A	35ft

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Table 2. Hunter’s Ridge Cluster Use Development Table (Flagler County)					
Phase	#	Cluster Use	Gross Acres	Maximum Density/ Intensity	Max. Ht.
2B	D	Medium Density Residential	29.58	296 Units	50ft
2B	E	Medium Density Residential	36.44	364 Units	50ft
2B	F	Medium Density Residential	26.04	260 Units	50ft
2B	G	Community Recreation	6.30	N/A	35ft
3	A	Medium Density Residential	65.6	656 Units	50ft
3	B	Medium Density Residential	17.87	179 Units	50ft
3	C	Medium Density Residential	14.76	148 Units	50ft
3	D	Medium Density Residential	21.73	217 Units	50ft
3	E	Medium Density Residential	7.11	71 Units	50ft
3	F	Medium Density Residential	13.44	134 Units	50ft
3	G	Community Recreation	2.78	N/A	35ft

- a. Maximum and Minimum Densities per residential land use cluster shall be as follows:
- Low Density Residential: 0-5 units per acre
Medium Density Residential: 6-10 units per acre
High density Residential: 11-15 units per acre
- b. Maximum Intensities for each non-residential cluster shall be as listed in the Hunter’s Ridge Cluster Use Development Table (Flagler County) above, but less than the overall maximum density per phase and in total as listed in the Hunter’s Ridge Development Table (Flagler County).
- c. Calculation of densities and intensities within clusters (“Cluster Use Area”) shall be inclusive of the entire cluster area including, but not limited to: developed areas; stormwater; roads; infrastructure; open space; preserve; setbacks; and the like. For example, if the cluster is twenty (20) acres in size and the maximum density is five (5) units per acre, then the maximum number of units for the cluster totals one hundred (100) units.
- d. Uses within any cluster cannot exceed the maximum density and intensity within any cluster. It is understood that low density residential may not only develop as


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single family residential dwellings on individual lots, but could be a variety of housing types meeting the density thresholds.

- e. Essential public utilities may be allowed within any of the land use categories shown on Map H, except conserved wetlands subject to compliance with applicable permitting law.
5. **Change in Cluster Use Areas.** The Applicants may increase or decrease the amount of particular development within a Cluster Use Area without filing a Notice of Proposed Change so long as the maximum density/intensity of that Cluster Use Area is not exceeded, upon approval by the Flagler County Board of County Commissioners, provided that:
- a. Residential density levels within clusters can be reduced by no more than one cluster use category level. This would allow high density residential clusters to be reduced to medium density residential and medium density residential to be reduced to low density residential. If a lower density is developed than the Cluster Use Area would otherwise permit, it shall be restricted upon final plan or final plat approval to the lower density.
 - b. Low Density Residential shall not be increased in density intensity.
 - c. Industrial lands cannot be reduced from light industrial to be used for retail, office, service, or other non-residential or residential uses.
 - d. So long as the change in Cluster Use Areas is consistent with the criteria above, no additional DRI approvals shall be required for the conversion.

A Notice of Proposed Change shall be required, consistent with the requirements and thresholds of Section 380.06(19), Florida Statutes, before the maximum density/intensity within any Cluster Use Area is exceeded.

6. **Change in DRI Development Order.** Density/Intensity Approved – If overall residential density is reduced as part of any final DRI Development Order approval, the following changes shall automatically occur to the corresponding densities and intensities within the Cluster Use Areas as follows:
- a. A Density Reduction to an overall project density of 2,180 in Flagler County shall reduce the density units per residential Cluster Use Area as follows:



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Low Density Residential: 0-4 units per acre
 Medium Density Residential: 5-8 units per acre
 High density Residential: 9-12 units per acre

- b. A Density Reduction to an overall project density of 1,702 in Flagler County shall reduce the density units per residential Cluster Use Area as follows:

Low Density Residential: 0-3 units per acre
 Medium Density Residential: 4-6 units per acre
 High density Residential: 7-9 units per acre

- c. Any density reductions approved for the DRI Development Order shall in turn reduce the mixed use retail/office/service square footages by 105 square feet per residential unit reduced. Such reduction shall be proportionally reduced among the mixed use office/retail/service cluster areas based on the acreage of each mixed use office/retail/service cluster.
- d. As ultimately approved by the Board of County Commissioners through this Development Order, any density reductions or reductions in the maximum square footage of non-residential uses would correspondingly result in a decreased Developer obligation under Section III. Concurrency as provided for herein.
7. **Subsequent Development Order Approvals and Cluster Development.** As each cluster is proposed to be opened for development the Applicants shall, at their sole discretion, but subject to approval by the Flagler County Board of County Commissioners, take one of the following approaches in developing the cluster:
- a. Request to designate the cluster as a specific zoning district classification as included in the LDC consistent with the Comprehensive Plan's Future Land Use designation for the DRI Property and the cluster use designated herein and by Map H when applying for site plan approval (if the property is proposed to remain undivided) or the platting process (if the property is proposed to be subdivided); or
- b. Follow the Planned Unit Development (PUD) approval process for the specific use permitted within the cluster. If the property is to remain undivided, the site plan approval process may be pursued. If the property is proposed to be subdivided, the platting process shall be followed; or



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- c. If only portions of the cluster are proposed to be developed or a phased approach to development of the cluster is desired, a master concept plan shall be prepared for the entire cluster and the specific portion of the cluster to be developed shall follow the development processes listed in a. or b. above.

In addition to these processes, applicable concurrency requirements within this DRI Development Order shall still apply, as well as stormwater and environmental permitting, building permits, applicable impact fees, and other applicable local, state, and federal regulations.

Section III. Concurrency

[Note: For purposes of the DRI Development Order's Concurrency obligations, the term "Developer" shall be utilized; however, in its context herein, "Developer" shall be synonymous with "Owners" and "Applicants" as previously referenced.]

1. **Education.** The Developer has previously prepared a deed for an approximately 45 acre school site on Airport Road to the Flagler County School Board, which has not yet been recorded (Exhibit 6). The Developer shall be responsible for providing a general warranty deed and owner's title insurance with exceptions as approved by the School Board for this site or any site subsequently conveyed. In lieu of the former Development Order's requirement that the Developer build a school for leaseback to the Flagler County School Board, the following shall be required of the Developer regarding schools within the DRI Property:
 - a. **Educational Facilities.** The Developer, the Flagler County School Board, and Flagler County intend that the school site, as shown on Map H, shall accommodate at least a K-8 school. The Developer, the Flagler County School Board, and Flagler County shall cooperate to plan and develop the Hunter's Ridge school site as an integrated campus accommodating the intended uses and providing flexibility in its design for future uses and subsequent facility upgrades to the greatest extent practical. It is also the intent of the Developer, the Flagler County School Board, and Flagler County that the school site shall accommodate sports fields appurtenant to the school and for the recreational use by the Hunter's Ridge community. To accomplish this, the following provisions shall specifically apply relative to educational facilities:



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in a manner and at an elevation acceptable to the Flagler County School Board for future needs as a school site, as determined by the School District. This work shall be done at no cost to the School Board to include all required wetland mitigation and permit monitoring, except for any site planning and architectural requirements related thereto.

- 2) At the election of the Flagler County School Board, but no later than the time that there are 500 residential dwelling units constructed within the DRI Property, the School Board shall decide whether or not they will construct a public school. The decision to construct a school shall obligate the School District to erect a standard elementary school on the site or other school acceptable to the Developer. If a Flagler County School District public school is developed on the school site or other site within the DRI Property, the Developer shall receive school impact fee credit for the school site property based on an appraisal of the school site by an appraiser jointly selected by the School Board and the Developer. For outdoor recreational facilities that the School Board agrees to make available to the public, the County may work with the School Board to provide recreational impact fees toward those improvements.
- 3) Should the Flagler County School Board decide not to construct a school on the school site or other site within the DRI Property, the following shall occur:
 - a) The School Board shall return the school site property to the Developer at no cost to the Developer. A reverter clause shall be included within the donation or any subsequent donation of land by the Developer to the School Board that will allow this reversion to occur legally under Florida Statutes.
 - b) The Developer shall construct the following public recreational amenities which shall be open to the general public upon completion and shall be eligible for recreation impact fee credits. Said amenities shall be constructed to County standards and approved by the County:
 1. Two Standard Babe Ruth baseball fields that can be dually used for multiple age groups.
 2. One regulation soccer field/football field that can be dually used for multiple age groups and activities.



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3. All fields shall require plans approved by the County's General Services Department, successor Department, or designee of the County Administrator and shall meet the minimum size and construction standards (applicable at the time of plan submittal) required by the most recently adopted Florida Statewide Comprehensive Outdoor Recreation Plan or applicable standard relative to the athletic activity/field proposed for construction.
 4. A public trailhead with at least 20 parking spaces and bathroom facilities, safety lighting, emergency call station, and a trail to connect to the Conservation Regional Park Area trail system.
- c) The Developer, at its sole option (and not subject to approval by the Board of County Commissioners (other than site plan approval prior to commencement of construction), nor modification of this DRI Development Order through an NOPC), may construct a daycare, private school, charter school, or similar use on the school site as depicted on Map H that provides a child care/educational aspect to the development. However, these non-public educational uses shall not be eligible for any educational impact fee credits.
- b. Education Transportation. Before the issuance of the 100th residential building permit in Flagler County, the Developer shall pay \$140,000 (subject to adjustment for deflation/inflation at the time of payment, utilizing 2010 as the base year of any deflation/inflation calculation) to the Flagler County School Board to be used to purchase one (1) 80-passenger school bus. Within sixty (60) days of the approval of one thousand eight hundred (1,800) residential units for development (final platting or site plan approval) within the DRI Property, the Developer shall pay to the Flagler County School Board such monies necessary to purchase a second 80-passenger bus. The amount provided shall be at the then present cost of that size school bus, based on prevailing State contract pricing for an 80-passenger school bus. Should additional residential units not be approved by the Flagler County Board of County Commissioners beyond the 1,702 units of the original D.O., the Developer shall not be obligated to provide the additional school bus provided for herein.



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2. Fire Protection/Emergency Medical Services.

- a. **Site.** The Developer has previously issued a deed for an approximately 6.21 acre site to Flagler County for the purpose of constructing a public safety facility. The location is Cluster O of Phase 1B as shown on Map H. As of the date of the approval of this DRI D.O., Flagler County has not accepted and recorded the deed conveying this parcel. The Developer is hereby authorized to utilize this site as neighborhood park property provided that the Developer conveys an alternative site consisting of a minimum of five (5) upland acres within Cluster A of Phase 1B with direct road access, said alternative site conditioned upon acceptance by the County. The deed for the parcel previously received shall be returned by the County to the Developer within sixty (60) days after receipt of a warranty deed from the Developer to the County conveying the alternative site parcel within Cluster A of Phase 1B as specified herein. The Developer shall be responsible for providing a general warranty deed and owner's title insurance with exceptions as approved by the County for this public safety site or any site subsequently conveyed. The Developer shall provide the property in an acceptable manner by April 1, 2011 or the original deed in Cluster O of Phase 1B may be recorded by the County. The location of the public safety site may be modified in the future by agreement between the Developer and Flagler County without the need for modification of this Development Order through a Notice of Proposed Change.
- b. **Site Preparation.** In addition to conveyance of the land for the public safety facility, the Developer, or a subsequent Municipal Service Taxing Unit ("MSTU") or Community Development District ("CDD"), shall provide the wetland mitigation and fill necessary to enable the public safety facility and appurtenant improvements to be permitted and constructed. This wetland mitigation and fill shall be done prior to the final platting or site plan approval of 750 residential units or 100,000 square feet of non-residential space, whichever shall occur first, and shall be at the sole expense of the Developer. Any site planning and/or architectural services and expenses related thereto that may be required shall be Flagler County's responsibility.
- c. **Public Safety Facility.** The Developer shall also, in addition to this conveyance of land, pay Flagler County the sum of Two Million Dollars (\$2,000,000) for the purpose of constructing a public safety facility on said property. The specification of the public safety building is planned as follows: the total square footage of the planned public safety building is 6,188 square feet, consisting of 3,500 square



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feet for three bays and 2,688 square feet of operations/living space. The bay area will be able to house up to five (5) vehicles/apparatus. The operations/living area will include office space, storage space, and individual gender-specific sleeping quarters for a minimum of six (6) firefighters, medical supply storage room, radio control room, decontamination room, kitchen, dining area, and living room. The bay area includes a decontamination area with eyewash, decontamination shower, and a sink basin. The bay area will also be outfitted with a vehicle exhaust extraction system. A generator, of sufficient size and capacity to power the entire building in the event of extended power outages, will additionally be provided. The public safety building will be built to the most recent codes and standards adopted by the State of Florida, which incorporate the International Code Council ("ICC") and National Fire Protection Association ("NFPA") standards. The building plans will include fire alarm and fire sprinklers throughout, accompanied by smoke and carbon monoxide detectors. Additional office square footage of not less than 400 s.f. and no more than 1,000 s.f. will be incorporated into the building plans to accommodate a future Sheriff's substation as part of a second phase. The building will also have energy efficiency standards built into the facility.

The public safety building amount shall be provided by the Developer to the County in two payments: an initial payment of One Million Dollars (\$1,000,000) shall be made upon the issuance of building permits for 500 residential units or 125,000 square feet of non-residential space, whichever occurs first; and the second payment of One Million Dollars (\$1,000,000) shall be made upon the issuance of building permits for 1,000 residential units or 250,000 square feet of non-residential space, whichever occurs first. Prior to the final platting or site plan approval of 750 residential units or site plan approval of 175,000 square feet of non-residential space, whichever occurs first, the Developer shall either provide the initial payment to the County or provide a financial surety acceptable to the County guaranteeing the initial payment. Prior to the final platting or site plan approval of 1,250 residential units or site plan approval of 250,000 square feet of non-residential space, whichever occurs first, the Developer shall either provide the second payment to the County or provide a financial surety acceptable to the County guaranteeing the second payment.

- d. Ambulance. The Developer shall pay Flagler County the sum of Two Hundred Thousand Dollars (\$200,000) for the purchase of an ambulance. Payment shall be due prior to the issuance of 100 residential building permits, or the final platting or site plan approval of 750 residential units, or site plan approval of



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100,000 square feet of non-residential space, whichever occurs first. In lieu of payment to the County, the Developer may post a financial surety acceptable to the County guaranteeing funding for the ambulance prior to April 1, 2011.

- e. Quick Attack Truck. The Developer shall pay Flagler County the sum of One Hundred Forty Thousand Dollars (\$140,000) for the purchase of a quick attack truck. Payment shall be due after the issuance of 500 residential building permits, or the final platting or site plan approval of 1,000 residential units, or site plan approval of 100,000 square feet of non-residential space, whichever occurs first. The Developer shall be required to post a financial surety acceptable to the County guaranteeing funding for the quick attack truck upon the final platting or site plan approval of 750 residential units or site plan approval of 75,000 square feet of non-residential square footage, whichever occurs first.
 - f. Aerial Truck. The Developer shall pay Flagler County the sum of Six Hundred Thousand Dollars (\$600,000) for the purchase of a fire aerial engine with a 60-75 ft. aerial with water capabilities to provide appropriate access to larger buildings. Payment shall be due after the issuance of 1,000 residential building permits, or the final platting or site plan approval of 1,500 residential units, or site plan approval of 250,000 square feet of non-residential space, whichever occurs first. The Developer shall be required to post a financial surety acceptable to the County guaranteeing funding for the truck upon the final platting or site plan approval of 1,000 residential units or site plan approval of 175,000 square feet of non-residential square footage, whichever occurs first.
 - g. Should Flagler County agree to alternative arrangements (including but not limited to contracts for service with adjacent governments and service providers), an alternate site, or alternate equipment to satisfy the public safety requirements of the Hunter's Ridge community, the election by Flagler County of these alternatives shall not cause modification of the DRI Development Order through an NOPC.
3. **Law Enforcement.** The Developer shall be required to provide a combined public safety site as described above for the public safety needs of the DRI Property. To provide the minimum law enforcement capacity needed to serve the Flagler County portion of the DRI Property, the Developer shall provide the following in addition to providing a Sheriff's substation as part of the public safety building:


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- a. The Developer shall pay Flagler County the sum of Ninety Thousand Dollars (\$90,000) for the purchase of up to three (3) Sheriff's Deputy patrol cars, to be provided as follows: the Developer shall provide the Flagler County Sheriff's Office the sum of Thirty Thousand Dollars (\$30,000) for the purchase of a patrol car no later than April 1, 2011, with the sum of Thirty Thousand Dollars (\$30,000) for purchase of the second car provided to the Flagler County Sheriff's Office prior to the issuance of the 1,000th residential dwelling building permit. If the DRI Development Order is approved by the Flagler County Board of County Commissioners for greater than 1,702 units within the DRI Property, the Developer shall provide the Flagler County Sheriff's Office the sum of Thirty Thousand Dollars (\$30,000) for the purchase of a third car prior to the issuance of the 1,800th residential dwelling permit. The Developer shall be required to post a financial surety acceptable to the County guaranteeing funding for the third and final patrol car prior to issuance of permits for any development in any phase beyond Phase 1. The amounts listed herein for purchase of these patrol cars shall increase by Five Hundred Dollars (\$500) per year or in accordance with the financial obligation decelerator/accelerator clause included under General Conditions, Section 6, whichever amount is greater.
4. **Recreation and Open Space.** The Developer is hereby required to provide the following recreational amenities within the DRI Property: a Conservation/Regional Park Area (approximately 2,000 acres); the Open Space/Preservation Areas between the Development Clusters (approximately 700 acres); a School Site parcel (approximately 48 acres), which is proposed to have community park-type recreational facilities; and a Government Use Area (approximately 45 acres), which will be used primarily for recreation, open space, and wetland/preservation mitigation. In addition to these recreation and open space acreages, facilities, and amenities, the Developer shall provide a minimum of 25 acres of neighborhood parks in five clusters and other recreational amenities, including an integrated trail system as described below, meeting the Flagler County Comprehensive Plan minimum requirements. The location of these five cluster neighborhood recreational facilities/parks is as set forth on Map H (Exhibit 1). The neighborhood parks and recreational improvements to be provided by the Developer pursuant to this Development Order are further described as follows:
- a. Any of the five neighborhood parks shall be accessible to all the residential units within the Hunter's Ridge DRI whether located within Flagler or Volusia County; however, the parks may be universally controlled by the Developer, or a Master Property Owners Association or CDD, as applicable, to limit access to ensure



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that only the residents of Hunter's Ridge may use the facilities. The Developer, or Master Property Owners Association or CDD, as applicable, shall be ultimately responsible for maintenance of these park facilities and may, at its sole discretion develop rules for the use of these facilities, up to and including applicable user or maintenance fees assessed either on a user or parcel assessment basis. Nothing contained herein shall preclude the Developer or assigns from developing additional recreational amenities within a particular recreational cluster that is exclusive to that cluster.

- b. The following specific, minimum improvements shall be constructed by the Developer within the clusters indicated below as part of any development occurring within that phase.
 - 1) Phase 1B – In Cluster O of Phase 1B, a village green (alternatively referred to as the "Central Park") of at least 50,000 s.f. shall be provided capable of serving as a multi-purpose open space and developed as an undulating lawn interspersed with clusters of hardwood trees. Off-street parking for at least twenty (20) vehicles shall also be required to accommodate residents unable to walk or bike to the facility. In addition, a lighted trail loop with a minimum of five (5) exercise stations shall be required, two (2) large open picnic pavilions of a minimum of 1,500 s.f. in size, plus three (3) smaller pavilions of a minimum of 200 s.f. in size, a playground set with equipment occupying a minimum area of 500 s.f., and a single 4-swing combo standard/tot swingset. The Developer may relocate any of these amenities to Clusters F, G, or P of Phase 1B. These improvements shall be financially secured prior to starting development of any residential cluster north of Airport Road and shall be completed prior to starting a successive phase within the DRI Property.
 - 2) Phase 1B – In Cluster H of Phase 1B, a community park shall be developed consisting of a minimum of two (2) standard tennis courts, a standard basketball court, a playground set with equipment occupying a minimum area of 500 s.f., and a single 4-swing combo standard/tot swingset. At least twelve (12) off-street parking spaces shall be provided. These improvements shall be financially secured prior to starting development of any residential cluster north of Airport Road and shall be completed prior to starting a successive phase within the DRI Property.
 - 3) Phase 2A – In Cluster C of Phase 2A, a community park shall be developed consisting of a minimum of two (2) standard tennis courts, a standard



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basketball court, a playground set with equipment occupying a minimum area of 500 s.f., and a single 4-swing combo standard/tot swingset. A residential access trailhead into the Conservation/Regional Park Area shall also be required. At least eighteen (18) off-street parking spaces shall be provided. These improvements shall be financially secured prior to starting development within this phase and shall be completed prior to starting a successive phase within the DRI Property.

- 4) Phase 2B – In Cluster G of Phase 2B, a community center of a minimum of 2,000 s.f. shall be constructed, as well as a minimum 2,000 s.f. pool and adjacent minimum 1,500 s.f. pool deck shall be constructed. At least twelve (12) off-street parking spaces shall be provided. These improvements shall be financially secured prior to starting development within this phase and shall be completed prior to starting a successive phase within the DRI Property.
- 5) Phase 3 – In Cluster G of Phase 3, a community park shall be developed consisting of a minimum of two (2) handball courts, a standard basketball court, a playground set with equipment occupying a minimum area of 500 s.f., and a single 4-swing combo standard/tot swingset. At least twelve (12) off-street parking spaces shall be provided.
- 6) In addition to the above described recreational amenities, the Developer shall provide as part of the development of Cluster F in Phase 1B a multi-purpose meeting room consisting of a minimum of 2,000 s.f. of open, usable space.
- 7) All such improvements shall be in a manner acceptable to the County. The County may at its sole discretion allow the modification of a particular improvement based on changes in recreational trends, resident preference (as expressed by action of the Master Property Owners Association or Community Development District), and unique alternative plans including, but not limited to, an age-restriction placed by the Developer upon a specific cluster or clusters with the DRI Property.
- 8) The above-described recreational facilities/amenities shall be retained by the Developer or conveyed to the Master Property Owners Association, the Community Development District, or other County-approved entity upon completion of the improvements, said entity to also be responsible for the maintenance of such facilities/amenities. The Developer, the Master Property Owners Association, or the Community Development District shall maintain



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the parks in perpetuity for active recreational uses. Up to twenty-five percent (25%) of the recreation impact fees paid within the DRI Property shall be eligible for reimbursement to the Developer for the cost of installing these improvements, subject to verification of the actual cost of construction as determined by the County based on information including, at a minimum, any Engineer's estimates provided by the Developer and as-builts following completion of construction.

- c. Within the collector roadway right-of-way (located outside of an individual cluster) as shown on Map H, with the exception of the essentially built-out sections of Hunter's Ridge within incorporated Ormond Beach in Volusia County and not including Airport Road from the Flagler County line to its intersection with State Road 40, the Developer shall construct a minimum 10-foot-wide multi-purpose trail (in lieu of traditional sidewalks located on both sides of collector roadways) on one side of the collector roadway to form an integrated backbone trail network of pedestrian, bicycle, rollerblade, and other non-motorized access throughout the development as part of each segment of collector roadway developed.
- 1) The multi-purpose trail may be constructed with a finished surface of asphalt or concrete and shall be handicapped-accessible in accordance with the Americans with Disabilities Act ("ADA"). Any bridge crossings, if required, may be made of an alternative material, with preference given to single-span systems.
 - 2) The multi-purpose trail shall interconnect with any subdivision trails included in any cluster and shall interconnect with the trail heads for the Conservation/Regional Park Area.
 - 3) Modifications such as parallel facilities to a roadway and similar modifications may be permitted by Flagler County in the design process so long as an integrated trail system minimizing conflict with motor vehicles operating within the roadway is achieved.
- d. Additional trail systems (in lieu of traditional sidewalks located on both sides of local streets) shall be required within each cluster that ties in with the overall backbone multi-use trail system described above. Generally, these additional trail systems shall be a minimum of eight (8) feet in width within the right-of-way and adjacent to one side of any local street (located within an individual cluster), if designed as a parallel facility. Design flexibility for non-residential areas and multifamily areas may be permitted by the County so long as the intended interconnectivity is achieved.



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- e. From the Developed Area of the Hunter's Ridge DRI Property, the Developer shall provide a minimum of three (3) trail head locations, two (2) of which shall be designed primarily for the exclusive access of Hunter's Ridge residents. Flagler County shall provide a public trailhead location as described below within the Government Use Area parcel and an additional access point shall be encouraged from the School Site for educational-related environmental exploration.
 - 1) The Developer shall erect an equestrian trail head within the cluster west of Airport Road in Ormond Beach within Volusia County, subject to permitting approval by Ormond Beach. It is Flagler County's intent that this equestrian trail head provide, at a minimum, off-street parking for fifteen (15) truck/trailers, plus ten (10) regular passenger car-sized parking spaces, restroom facilities, a corral area, and adequate watering/feeding facilities to accommodate horses. Further, it is Flagler County's intent that the equestrian trail head shall be generally open to the public, but maintained by the Developer, the Master Property Owners Association, or the Community Development District, as applicable, in perpetuity. The Developer, the Master Property Owners Association, or the Community Development District, as applicable, may at its discretion implement such user fees and assessments as it deems necessary to maintain the property, provided that said fees and assessments are consistent with applicable laws and regulations regarding the establishment and maintenance of such fees and assessments.
 - 2) A trail head shall be erected from the community center in Cluster C of Phase 2A. This trail head may be restricted to the residents of Hunter's Ridge only.
 - 3) The additional trail head as described shall be required within the development clusters, but may be provided in a location at the discretion of the Developer concurrent with the development within the respective cluster and phase.
5. **Regional Park.** The Developer has previously issued a deed for an approximately 45 acre regional park site (also referred to as the approximately 45 acre Government Use Area parcel) to Flagler County for the purpose of constructing a trail head and other recreational amenities. The location is within Cluster Q of Phase 1B as shown on Map H. The provision of the regional park was a condition of the original Development Order and shall remain in place. The Developer shall be responsible for providing a deed acceptable to the County with paid taxes and title insurance for this site or alternative site subsequently received prior to April 1, 2011. The regional park site as depicted within Cluster Q of Phase 1B is fairly wet with just over ten (10) acres of developable upland. The Developer shall be responsible for ensuring that mitigation is provided for at least eighteen (18) developable acres of the property for regional park uses/development. Such mitigation may occur on site



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or off site as part of the Developer's master mitigation plan which shall be completed by January 1, 2012. The deeded property shall be removed from any Developer Environmental Resource Permit ("ERP"), other mitigation measures, or any other use by the Developer for permitting until such time as it is approved by Flagler County. Flagler County agrees to cooperate with the Developer in completing the conceptual permitting requirements of which this parcel is a part. Adjustments may be made to the site in the future by agreement between the Developer and Flagler County without the need for modification of this Development Order through a NOPC.

6. **Golf Course.** The original Development Order required the Developer to construct an eighteen (18) hole golf course and clubhouse. As included in the original D.O., within five (5) years of the completion of the course it was required to be turned over to the County at no cost. This former condition is proposed through this DRI Development Order to be waived if the Developer signs and records the Golf Course Settlement Agreement as previously approved by the County, which was jointly created and developed by the Developer and County. The Golf Course Settlement Agreement is attached hereto as Exhibit C.
- a. In addition to the terms and conditions of the Golf Course Settlement Agreement, the County agrees to make the following modifications to the Agreement if desired by the Developer, provided that the Developer subsequently elects to modify, execute, and record the Agreement by January 1, 2011:
- 1) The initial payment shall be reduced to Eight Hundred Thousand Dollars (\$800,000).
 - 2) The remaining amount totaling Two Hundred Seventy-Eight Thousand Five Hundred Fifty Dollars (\$278,550) shall be added to the lien amount as provided for in the Agreement.
 - 3) If the Developer pursues this option, the development in Phase 1A shall have been determined to have met any and all golf course obligations.
- b. In addition to the terms and conditions of the Agreement, the County agrees to hold Three Hundred Thousand Dollars (\$300,000) of the initial payment received by the Developer in escrow by the County, for use to construct a hydrological restoration project within the Conservation/Regional Park Area. The County shall hold such escrowed funds for a period of three (3) years from the date of receipt.


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The County shall control the expenditure of said funds and shall work with the Developer and the environmental agencies having jurisdiction over the development of the DRI Property to meet the intent of the conditions of the original D.O. and the Joint Stipulation that are also contained herein at Exhibit 6. The hydrologic evaluation of the property shall not be eligible for any use of these funds; however, the design, specifications, and bid process, in addition to the actual construction, of the actual hydrological restoration improvements required shall be eligible for expenditure of these funds.

- c. Should the hydrological restoration project be determined by the environmental agencies having jurisdiction over development of the DRI Property not to be required, or should a hydrological restoration project not be determined to be necessary by default on the part of the environmental agencies having jurisdiction over development of the DRI Property (and not through actions or omissions by the Developer or the County, who shall act in good faith towards completion of such hydrological restoration project) following three (3) years from the date of receipt of such funds, or should the hydrological restoration project cost less than the total amount escrowed, then the County shall at its sole discretion use these funds on site for other purposes within the Conservation/Regional Park Area. Accordingly, at the termination of three (3) years following the receipt of funds, the hydrological restoration requirement will have been met, commenced, or by default, will not be additionally required of the Developer or the County within the Conservation/Regional Park Area.
 - d. Should the Developer elect not to sign and record the Golf Course Settlement Agreement, the original terms and conditions of the original Development Order with respect to construction and transfer of the 18-hole golf course shall remain in effect. The Developer shall be considered in default of the original Development Order and shall be prohibited from proceeding with any other development within the DRI Property north of the previous Substantial Deviation boundary line until such time as the 18-hole golf course and clubhouse (along with ancillary roadways) are constructed or a new NOPC is filed and satisfactory resolution is brought to the golf course and clubhouse construction requirement.
7. **Water and Wastewater Utility Service.** Water and wastewater for the development will be provided by the City of Ormond Beach. In a letter dated March 24, 2010 from the City of Ormond Beach Public Works Department, the anticipated demand for water and wastewater services are 835,400 gallons per day ("gpd") and 757,900 gpd respectively. This analysis was based on an increase of 1,281 residential units and


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229,940 square feet of non-residential use. Note: The proposed residential unit increase has since been reduced to 955 units and non-residential increase has also been reduced to 129,940 square feet.

In its analysis and based on the original proposed increase in residential unit and non-residential square footage entitlements, the City of Ormond Beach asserts that there is sufficient capacity for both water and wastewater facilities to service the development. Therefore, there is capacity to serve the development with the substantially fewer entitlements being sought. The County proposes the following standards to implement this DRI Development Order with regards to water and wastewater utility service provision:

- a. Development shall only be permitted concurrent with the provision of adequate central potable water and wastewater service meeting the adopted level of service in the Flagler County Comprehensive Plan. The City of Ormond Beach will provide central water and wastewater service to the entire Hunter's Ridge DRI.
- b. The Developer, its successor, or assigns (including sub-developers and individual lot owners at the time of building permit application), as applicable, shall pay all City of Ormond Beach Water and Wastewater Capacity/Impact Fees, and abide by the terms and conditions of the Ormond Beach Utility Regulations, as well as the Interlocal Agreement between Flagler County and the City of Ormond Beach as included herein (Exhibit 2).
- c. Any cluster use conversion beyond that permitted within this Development Order shall be based on potable water usage and the availability of potable water supply and related facilities.
- d. Any Ormond Beach water wells no longer in use or subsequently abandoned within the DRI Property shall be properly plugged in accordance with St. Johns River Water Management District ("District") rules and regulations. Any existing, active wells for which the District has issued a Consumptive Use Permit ("CUP") may continue to be used only in accordance with the respective CUP. Any change in use of the wells is subject to the approval of an appropriate CUP.
- e. Multifamily residential units shall use submeters for potable water.
- f. Single-family residences and nonresidential units shall have separate meters for potable and irrigation/non-potable water.



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- g. All DRI-related construction shall meet, at a minimum, Florida Water StarSM design standards.
 - h. As part of every deed, the Deed Restrictions and Covenants shall require that only U.S. Environmental Protection Agency ("EPA") Water Sense®-labeled water-conserving fixtures or equivalent performing fixtures shall be installed in all residential structures and, as appropriate, in non-residential buildings and structures.
 - i. Septic systems may only be used in connection with remote recreational amenities potentially located in the Conservation/Regional Park Area. When a central sewer system is installed within two hundred (200) feet of a temporary septic system, the septic system shall be removed and central sewer service shall be provided to the recreational amenity by the Developer.
8. **Stormwater Management.** The surface water management system for the DRI Property shall be designed in accordance with applicable District requirements and will provide for the effective removal of stormwater from the Development Area through a series of stormwater management facilities. The County proposes the following standards to implement this DRI Development Order with regards to stormwater management:
- a. A Community Development District ("CDD"), the Master Property Owners Association, or its functional equivalent shall maintain the drainage system upon completion development within each cluster within the DRI. The Developer will be responsible for the maintenance of the drainage system until the CDD, the Master Property Owners Association, or its functional equivalent receives fee interest in the drainage system as part of any final plat or site development plan approval.
 - b. Development within the DRI Property shall use Best Management Practices ("BMPs") for erosion control as required by the applicable National Pollution Discharge Elimination System ("NPDES") permit.
 - c. Construction activity within the Hunter's Ridge DRI shall be conducted in accordance with a stormwater pollution prevention plan developed pursuant to the NPDES permitting program.



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- d. Drainage from stormwater ponds will meet all Class III surface water quality standards.
 - e. All work performed within and for the Hunter's Ridge DRI is to comply with Florida Department of Environmental Protection ("FDEP") Non-Point Source and Water Quality Standards.
 - f. In addition to any other stormwater requirements, the DRI Property's stormwater management system shall be designed as a stormwater reuse system rather than a conventionally-designed system, shall be additionally required to meet pre- and post-condition minimum treatment standards and requirements, and to maximize the amount of surface water that will be available for irrigation needs throughout the development.
9. **Solid Waste.** Development of the Hunter’s Ridge DRI Property shall occur concurrent with provisions of adequate solid waste service meeting the adopted level of service as included in Flagler County’s Comprehensive Plan. The Hunter’s Ridge DRI shall be required to participate in any current or subsequently adopted Flagler County recycling program. The County proposes the following standards to implement this DRI Development Order with regards to solid waste service provision:
- a. Development within the Hunter's Ridge DRI or individual phases shall not occur until adequate permitted capacity is verified from Volusia County (as Flagler County’s identified service provider) or successor.
 - b. Recycling shall be mandatory for all single family residential dwelling units and other residential dwelling units that Flagler County determines is capable of participating in the current recycling program. Recycling shall be integrated throughout all non-single family residential development and non-residential development and in accordance with any future County recycling program modifications.
10. **Transportation.** For transportation purposes, the DRI Phasing shall be defined based on the following dates and trip thresholds, whichever occurs earlier:

Phase	Buildout Year	Cumulative External PM Peak Hour Trips
Phase 1	2015	2,243
Phase 2	2020	4,179


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Phase	Buildout Year	Cumulative External PM Peak Hour Trips
Phase 3	2025	4,574

The external pm peak hour trips for Phase 1 are to be determined based on the latest edition of *Trip Generation*, as published by the Institute of Transportation Engineers. As stated in Paragraph c. below, modeling and monitoring studies and corresponding NOPC's will need to be approved prior to entering into Phase 2 and Phase 3.

Pursuant to Section 163.3180(12), Florida Statutes, the Developer shall mitigate the impacts of Phase 1 of the Hunter's Ridge DRI to the regional transportation system using proportionate share contributions, as described herein. Additionally, these contributions are deemed sufficient to pay for and construct required improvements which will benefit regionally-significant transportation facilities and meet proportionate share contribution requirements as set forth in Section 163.3180(12), Florida Statutes, as authorized by this D.O. and as authorized by the Comprehensive Plan Future Land Use Map amendment adopted by Flagler County simultaneously with this D.O. In addition to the foregoing, the County proposes the following standards to implement this DRI Development Order with regards to transportation [Note: Payments as required by all conditions in the Transportation section of the D.O. shall be adjusted at the time of payment based on the change in the Producer Price Index ("PPI") for Highway Street Construction (as published by the U.S. Department of Labor) for and subsequent to 2010; for reference, the April 2010 PPI for Highway and Street Construction was 217.4, with a base index of 100.0 established in 1980]:

a. FDOT Proportionate Share Contribution Phase 1 Improvements. The Developer has entered into a Proportionate Share Agreement (PSA) with FDOT to mitigate its impacts to the state highway system. The FDOT PSA is attached as an Exhibit to this Development Order. Satisfaction of the FDOT PSA by the Developer shall be considered to fully mitigate the DRIs Phase 1 impacts to the State Highway System. Hunter's Ridge shall either pay for and construct the following transportation improvements (excluding right of way acquisition costs which are solely the responsibility of FDOT) or, alternatively, pay the proportionate share amount prior to any permits being issued for development as described herein:

- 1) The Developer shall make a payment of Four Hundred Fifty Thousand Dollars (\$450,000) in 2010 dollars, to be adjusted for deflation/inflation at the time of

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payment, to the Florida Department of Transportation ("FDOT") prior to the issuance of any building permits for development within the DRI that are projected to cumulatively, with other development in the DRI, generate 629 external peak hour trips, or prior to October 1, 2013, whichever occurs earlier. The payment will be used by FDOT to fund a State Environmental Impact Report ("SEIR") for the improvements of State Road 40 from Tymber Creek Road to Williamson Boulevard. In the event that the SEIR is advanced and funded by others, the Developer is still required to make the payment to FDOT by the payment date.

- 2) The Developer shall be responsible for payment of One Million Three Hundred Thousand Dollars (\$1,300,000) in 2010 dollars, to be adjusted for deflation/inflation at the time of payment, to the Florida Department of Transportation ("FDOT") prior to the issuance of building permits for development within the DRI that are projected to cumulatively, with other development in the DRI, generate 927 external peak hour trips, or prior to October 1, 2014, whichever occurs earlier. The payment shall be used by FDOT for the design of the improvement of State Road 40 from Tymber Creek Road to Williamson Boulevard. In the event the design is advanced and funded by others, the Developer is still required to make the payment to FDOT by the payment date.
- 3) Prior to the issuance of building permits for development within the DRI which are projected to cumulatively, with other development in the DRI, generate 1,225 external p.m. peak hour trips (based on the latest edition of *Trip Generation*, as published by the Institute of Transportation Engineers), the Developer shall initiate construction of the six-laning of State Road 40 between Tymber Creek Road and Williamson Boulevard, which shall be consistent with the design and shall include all intersection improvements and associated signalization improvements as required by FDOT. This improvement shall be completed within two (2) years of initiating construction within the DRI Property.

In the event the Developer seeks to delay the buildout of Phase 1 beyond December 31, 2015, the Developer may be required to pay for the update of the design plans to standards at the time of construction.


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In the event that this improvement is constructed by others, the DRI shall be required to reassess its proportionate share mitigation responsibilities through the Notice of Proposed Change ("NOPC") process.

- 4) The Developer shall provide One Hundred Eighty-Eight Thousand Seven Hundred Sixty-Six Dollars (\$188,766), to be adjusted for deflation/inflation at the time of payment, for a multi-modal analysis and improvements, including sidewalk/transit improvements, for the segment of State Road 40 between Williamson Boulevard and Nova Road. This payment shall be provided to FDOT no later than October 1, 2014.
- b. Volusia County Proportionate Share Contribution Phase 1 Improvements. This Development Order provides for a mitigation plan on State and local government regional roadways for impacts from Phase 1 only. This mitigation plan is the result of several meetings and discussions with Volusia County and City of Ormond Beach staff to adequately address impacts from project traffic on the County roadway system, with the project impacts ultimately to be mitigated through widening of Hand Avenue. Hunter's Ridge shall either pay for and construct the following transportation improvements (excluding right of way acquisition costs which are solely the responsibility of Volusia County) or, alternatively, pay the proportionate fair share amount prior to any permits being issued for development in Phase 2, as provided for herein:
- 1) Prior to the issuance of building permits which are projected to generate 989 external p.m. peak hour trips (based on the latest edition of *Trip Generation*, as published by the Institute of Transportation Engineers), the Developer shall initiate construction of the four-laning of Hand Avenue between Shangri La Drive and Clyde Morris Boulevard, which shall include all intersection improvements and associated signalization improvements as required by Volusia County. No permits for any development within Phase 2 shall be issued until this improvement is complete and operational.
 - 2) Volusia County shall be responsible for providing all right of way needed for these improvements. Should Volusia County not be able to provide the needed right-of-way by January 1, 2013, the Developer shall not be restricted from moving on to Phase 2, but shall still be responsible for satisfying the proportionate share financial contribution less the contributions made or to be made in subsection 10.b.(1) above prior to commencing development within Phase 2.



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- c. Transportation Concurrency/Mitigation for future Phases. The mitigation plan adopted as part of this D.O. only addresses impacts within Phase 1 of the Hunter's Ridge DRI. The Developer shall conduct a monitoring/modeling program ("M&M") before proceeding with Phase 2 development. This program shall ascertain the Level of Service (LOS) on facilities where The Hunter's Ridge DRI is estimated to contribute an amount of traffic greater than or equal to 5 percent of the adopted LOS service volume. The methodology of the monitoring/modeling program shall be agreed upon by Flagler County, Volusia County the NEFRC, the FDOT, and the Developer. The depth of each monitoring and modeling effort shall be similar to that required within an ADA but shall be consistent with the requirements of the Flagler County Concurrency Management Systems as it relates to facilities within that jurisdiction. Empirical data will be required to be collected for the monitoring and modeling program on facilities where it is estimated that the project contributes an amount of traffic greater than or equal to five percent (5%) of the adopted LOS maximum service volume. A full buildout analysis shall also be included in each M&M. In the event that all parties cannot come to agreement on the methodology, the NEFRC, Volusia County, the City of Ormond Beach, FDOT and Flagler County shall be the final arbiters. Flagler County's decision shall be final as it relates to Flagler County facilities, Volusia County's decision shall be final as it relates to Volusia County facilities, the City of Ormond Beach's decision shall be final as it relates to Ormond Beach facilities, the FDOT's decision shall be final on state facilities and the NEFRC's decision shall be final as it relates to all other facilities.

The facilities to be monitored/modeled for each new phase shall include, but shall not be limited to, those segments of the regional roadways one segment beyond where the Hunter's Ridge DRI is estimated to contribute a cumulative amount of traffic greater than or equal to five percent of the adopted LOS service volume. The analyzed facilities will include signalized intersections and link analyses of collector and higher classified roadways, interchange ramps and transit service/facilities.

Flagler County, Volusia County, the NEFRC, the City of Ormond Beach, and the FDOT shall have the right to make reasonable requests for additional information from the Developer to verify adherence to these provisions. The Developer shall supply adequate information toward compliance with these requirements.



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- d. The Hunter's Ridge project shall not commence beyond Phase 1 unless the Developer has provided modeling and monitoring studies to be submitted to the Northeast Florida Regional Council ("NEFRC"), the East Central Florida Regional Planning Council ("ECFRPC"), FDOT District 5 Urban Office, Volusia County, the City of Ormond Beach, and Flagler County. These modeling and monitoring studies shall, at a minimum, identify the traffic impacts from the subsequent phases of the project. No permits for Phases 2 or 3 of the Hunter's Ridge DRI will be issued until the Developer has entered into a proportionate share agreement with FDOT and Volusia County and provided such to Flagler County establishing concurrency for the next phase being opened, to include a mitigation plan that addresses traffic from the Phase or sub-phase of analysis. Should the Developer not be able to establish a proportionate share agreement with FDOT and Volusia County for any subsequent phase as the development progresses, the Developer may pursue a formal amendment of the D.O. through the NOPC process or substantial deviation review with all applicable rights and processes.
- e. Transportation Impact Fees. The Developer was obligated by the original Development Order to pay both an assessment fee equal to the Volusia County Transportation Impact Fee throughout the development and, in addition, pay Flagler County Transportation Impact fees within the Flagler County portion of the Hunter's Ridge DRI. Together this extraordinary burden of payment of dual transportation impact fees by the end users of the DRI should be financially sufficient to mitigate for any transportation-related impacts created by the development, with any deficiency made up directly by the Developer.
- 1) To that end, a separate agreement(s) between the Developer and Volusia County shall be entered into prior to the approval of a final plat or site development plan in Phase 1B by Flagler County. Said agreement(s) shall address the application of credit provided for collected assessment fees equal to the Volusia County Transportation Impact Fee. The agreement(s) shall address potential credit regarding proposed transportation mitigation, collection or disbursement of assessment fees equal to the Volusia County Transportation Impact Fee, and issuance of credit for such fees. Should an interlocal agreement be determined to be necessary between Volusia County and Flagler County to accomplish this arrangement, Flagler County agrees to pursue the completion of this interlocal agreement utilizing its staff as the primary lead in the development of such agreement.


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- 2) Likewise, the Flagler County Transportation Impact Fees collected shall be credited against any FDOT-requested improvements constructed by the Developer as proportionate share improvements or as payments towards any fair share contribution consistent with Flagler County's applicable ordinances or State Statutes. If the Developer constructs an FDOT improvement, the monies previously paid as impact fees to Flagler County shall be reimbursed or otherwise credited to the Developer by Flagler County. Flagler County may also pay fair share contributions directly to FDOT for impacts to State roadways from any Flagler County impact fees collected from the project and, if such payment by Flagler County to FDOT should occur, such payment shall be credited by FDOT as if paid by the Developer in accordance with any Proportionate Share Agreement between the Developer and FDOT. If any portion of the proportionate share is paid in advance of the receipt of Flagler County transportation impact fees to pay such proportionate share amount, then the amount of payment shall be repaid quarterly back to the Developer as transportation impact fees are received from the DRI Property. Any transportation impact fees received in excess of the amount needed to satisfy the proportionate share amount shall be credited towards the Developer for any future FDOT proportionate share amounts/transportation improvements needed for future phases. Should an interlocal agreement be determined to be necessary between FDOT and Flagler County to accomplish this arrangement, Flagler County agrees to pursue the completion of this interlocal agreement utilizing its staff as the primary lead in the development of such agreement.
11. **Phase 1A Satisfaction of Concurrency Obligations.** Specific to development of Phase 1A within the Hunter's Ridge DRI Property, satisfaction by the Developer of the concurrency obligations included above under Section III. at subsections 1.b. Education Transportation (initial \$140,000 payment), 2.d. Ambulance (\$200,000), 3.a. Law Enforcement (initial \$30,000 payment), and 6. Golf Course (initial \$800,000 payment) shall render Phase 1A in its entirety as vested with no further DRI-related obligations required of the Developer, its successor, or assigns, provided, however, that all other land development regulations apply including, but not limited to, permitting and impact fee requirements. The failure of the Developer to comply with any other DRI-related obligations as contained herein or as modified in the future, shall not be a basis or justification for the refusal to issuance a building permit, certificate of occupancy or any other necessary permit for the construction and occupancy of any dwelling or structure allowed in Phase 1A as long as the above identified payments are made to Flagler County.


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12. Status of Plum Creek Timberlands, L.P., Parcel. At the election of Plum Creek Timberlands, L.P. ("Plum Creek"), the Developer's original Application for Development Approval submitted on August 31, 2009 was amended by letter dated June 11, 2010 to remove the Plum Creek parcel containing approximately 20.27 acres from consideration under the terms and conditions of this Development Order. Accordingly, the Plum Creek parcel may be developed in accordance with the original Development Order as amended prior hereto, with the existing designation of "Park of Commerce" and subject to the phasing schedule set forth in Exhibit "F" of Flagler County Resolution 2003-208. Under the Park of Commerce designation, the Plum Creek parcel may be developed with up to 179,162 square feet of commercial/industrial park development which may include industrial, office, commercial or related uses in accordance with Section 3.03.18.B of the Flagler County Land Development Code. Development of the Plum Creek parcel shall be subject to all requirements of the Flagler County Land Development Code and Comprehensive Plan, including submittal and approval of a Planned Unit Development ("PUD") development agreement and site plan to fully implement the PUD zoning as originally established within the DRI. Land development and building permits may be issued only after the PUD process has been concluded, subdivision platting is complete, and any applicable PUD and DRI-related requirements have been satisfied. Demonstration of satisfaction of concurrency is required prior to final platting or permit issuance, including the payment of permit and impact fees, as applicable.

Section IV. Special Conditions

1. **Historical and Archaeological Resources.** Should any regionally significant historical and archaeological resources be discovered in the course of development, the Developer shall immediately notify the State of Florida Division of Historic Resources ("DHR") and Flagler County Growth Management, to be immediately followed up by a certified letter to both agencies as official notification of the discovery. No further disruption of the site shall be permitted until the investigation is complete, the Division has rendered a recommendation, and a mitigation plan has been agreed upon by the Developer, the County, and the DHR.
2. **Floodplains.** In the event that revised Federal Emergency Management Agency ("FEMA") Flood Insurance Rate Maps ("FIRM") show that portions of the project that are proposed for development are within a floodplain, then all construction within the 100-Year Floodplain shall comply with applicable Federal, State, and local laws and



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regulations. No permits for residential, commercial, or public buildings will be issued for construction within any portion of the 100-Year Floodplain where the base flood elevation has not been established until the Developer has provided to Flagler County data on the site-specific base flood elevation ("BFE"). All road centerline elevations and finished floor elevations ("FFE") of buildings within the 100-Year Floodplain shall comply with the Flagler County Land Development Code.

3. **Water Quality Monitoring.** By January 1, 2012, the Developer shall develop and secure Florida Department of Environmental Protection ("FDEP") approval of a Surface Water Quality Monitoring Plan to include water quality monitoring stations. This plan will include water quality monitoring stations also approved by the FDEP.
 - a. If the Surface Water Quality Monitoring Program identifies variations in water quality of receiving waters from established background water quality attributable to discharges from the DRI, the Developer shall cooperate with FDEP 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 the FDEP, Flagler County, and the Developer. Failure to implement the agreed upon plan of action within the established timeframe will be a violation of this Special Condition.
 - b. Further development within Hunter's Ridge may proceed only after the Developer secures approval of an Environmental Resource Permit ("ERP") that demonstrates no adverse impact to adjacent properties and floodplains.
 - c. A summary of the water quality monitoring results shall be included in the biennial report.
4. **Native Vegetation and Wildlife.** The Applicants shall develop the project and conduct such construction activities as approved by the County's Growth Management Department in a manner to maximize protection of natural vegetation, wetland areas, and wildlife on the project site.
 - a. To minimize dependence on ground irrigation and to promote retention of wildlife habitat, native vegetation shall be utilized in landscaping to the maximum extent practicable. Ecologically viable portions of natural upland plant communities should be preserved and maintained in their original state to the greatest extent practicable.



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- b. Wildlife crossings will be incorporated within the Hunter's Ridge DRI to provide for wildlife travel from and to off site natural areas. During project permitting, consultation with the St. Johns River Water Management District ("District") and the Florida Fish and Wildlife Conservation Commission ("FFWCC") will refine the type of crossings (i.e., at-grade, underpass, etc.) that will be used. Crossings will be strategically located to minimize impacts to wildlife resources. No perimeter fencing may be erected within conservation areas that would hinder the ability of wildlife to traverse the wildlife corridor. When the location, number, and type of crossings have been finalized, the Developer will provide a location map of wildlife corridors and crossings to Flagler County and the NEFRC.
- c. For the Developed Area on Map H, the Developer shall follow the published Guidelines adopted by the FFWCC for any species located or observed in the Developed Area of the DRI Property through buildout and shall consult with the FFWCC and the County as to implementation of a habitat management plan for any species located or observed on the Developed Area Property, if warranted. Any habitat management plan shall be approved by the FFWCC and Flagler County prior to implementation and shall be consistent with the Flagler County Comprehensive Plan and LDC. Flagler County, the City of Ormond Beach, and the District shall be responsible for protection of said species as owners of the respective portion of the Conservation/Regional Park Area in each entity's ownership.
- d. Site development related activities shall not result in the harming, pursuit, or harassment of wildlife species classified as endangered, threatened, or a species of special concern by either the State or Federal governments in contravention of applicable State or Federal laws. Should such endangered, threatened, or species of special concern be determined to be residing on, or be otherwise significantly dependent upon, the project site, the Developer shall cease all development activities and immediately notify both the FFWCC and the United States Fish and Wildlife Service ("FWS"). Proper protection and habitat management, to the satisfaction of both agencies, shall be provided by the Developer. "Harming" and "harassment" as used in this Special Condition shall be defined in the same manner as "harm" and "harass" respectively are defined in 50 CFR Section 17.3.
- e. Prior to the development of any cluster or portion thereof or roadway outside of a cluster within the Hunter's Ridge DRI Property, the Developer shall obtain any applicable approvals from the FFWCC and Flagler County for any impacts to

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Gopher Tortoise Habitat. Any required mitigation shall be provided prior to any project impacts, recognizing that Flagler County does not permit the issuance of gopher tortoise "take" permits.

5. **Air Quality.** The following dust control measures shall be required during all construction within the Hunter's Ridge DRI Property:
 - 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;
 - d. Contractors will use 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 Division of Forestry or Flagler County Fire Department; and
 - e. All other construction best management activities as required by Flagler County.
6. **Landscaping and Irrigation.** All landscaping and irrigation in Flagler County shall be designed, permitted, installed, and maintained in accordance with the following conditions:
 - a. A distribution system for non-potable water (i.e., stormwater, surface water, and reclaimed water) shall be installed throughout the entire project area concurrent with development of the project for all land uses within the project (i.e., residential and non-residential). The non-potable distribution system shall be developed in parallel to the potable water system and maintained for utilization when sufficient quantities of stormwater, surface water, or reclaimed water are available for irrigation. Irrigation systems installed in the Development Area shall be designed to accept non-potable water.
 - b. All available lower-quality sources of water, including stormwater, surface water, and reclaimed water, must be distributed for use or used throughout the project in place of higher-quality water sources, when deemed feasible, and pursuant to



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District rules and applicable State law. Stormwater, surface water, and reclaimed water shall be maximized as non-potable water sources for irrigation.

- c. A water-wise approach shall be used throughout the landscaped areas of the Development Area. Irrigated turf grass shall not exceed 60% of the landscaped area (except for active play areas and parks) and site-appropriate plant species shall be used in landscaped areas. Landscaped area is defined as any pervious area within the proposed Development Area that will be altered due to the development, exclusive of pervious areas within wetlands, wetland buffers, and vegetative buffers between land uses, stormwater systems, and required preservation areas. The Developer shall refer to the District's *Waterwise Florida Landscapes*, available online at floridaswater.com/waterwise_landscapes, or other comparable guides.
 - d. Best management practices cited by the University of Florida in the Institute of Food and Agricultural Sciences' *A Guide to Florida-Friendly Landscaping* shall be followed for landscape installation, irrigation, and fertilizer and pesticide applications. These best management practices include:
 - 1) Landscape design that minimizes the impacts of fertilizer applications
 - 2) Preferred plant materials
 - 3) Selection of the appropriate type of fertilizer to avoid the release of excess nutrients
 - 4) Rate and frequency of fertilizer and pesticide applications
 - 5) Watering schedules consistent with the District's landscape irrigation rule
 - 6) Design and maintenance of drainage control systems
 - e. 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 beds when irrigating the turf zone(s). Landscaped beds shall not be irrigated using high-volume irrigation systems. All irrigation systems shall use a rain shutoff device, such as a rain sensor or soil moisture sensor, in accordance with Florida Statutes to override unnecessary irrigation events.
7. **Conservation/Regional Park Area.** The Applicants shall convey the lands enumerated (alternatively referenced as the "Conservation Lands") in the Joint Stipulation dated December 6, 1990 (which is attached and incorporated herein as Exhibit 12) and entered into by and among the Florida Audubon Society, the City of Ormond Beach, Flagler County, and the former Developer, the Florida-Georgia



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Venture Group, in a manner consistent with said Joint Stipulation. As shown on Map H, this Area consists of approximately 1,978 acres and shall be conveyed by warranty deed no later than January 1, 2012 or final issuance of State and Federal mitigation permitting by applicable agencies having jurisdiction over the DRI Property, whichever occurs later. The date of conveyance may be advanced or delayed through the mutual agreement of the County and the District without any amendment to this D.O. requiring an NOPC, so long as the date of conveyance does not adversely impact the Developer or the Developer's ability to obtain the entitled mitigation credits as provided for in the Joint Stipulation.

- a. The terms and conditions of the Joint Stipulation shall remain in effect unless otherwise agreed to be modified by the parties.
- b. The regionally significant passive park (also referenced as the "Government Use Area") will be on property conveyed to Flagler County. The passive uses proposed shall include, but not be limited to, pedestrian trails, bike paths, equestrian trails, educational platforms, observation towers, canoeing, fishing, and similar uses, and be subject to District and U.S. Army Corps of Engineers ("ACOE") approval. A portion of the payments provided to Flagler County as part of the Golf Course Settlement Agreement (Exhibit 3) shall be used for the provision of these amenities. Management and maintenance of the passive park shall be by Flagler County in cooperation with the City of Ormond Beach. That portion of the regional park located in Ormond Beach shall be included in the overall park boundary and management, with maintenance responsibility ceded from Ormond Beach to Flagler County. The Developer will continue to utilize the Conservation/Regional Park Area as its source for wetland mitigation credits required for any wetland impacts.
- c. Hunting rights, equestrian rights, and silviculture rights retained by the Developer under the Joint Settlement within the Conservation/Regional Park Area are to be assigned to Flagler County in exchange for other County concessions as provided for herein. The Developer shall execute an assignment of such rights to the County on its behalf, its assigns and its successors in interest within forty-five (45) days of the approval of the D.O. by the Board of County Commissioners in a form acceptable to the County. Such rights previously retained by the Developer, assigns, and heirs, shall thereafter be considered terminated. It shall be the intent of the County as part of the passive regional park to have and allow equestrian activities. Hunting rights shall be used by the County and its assigns/designees only for nuisance species management and silviculture

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(timber rights) shall be utilized as necessary as part an overall land management plan to be developed together jointly with the Developer. In exchange for assigning the timber rights to the Conservation/Regional Park Area, the County agrees to provide the Developer with the initial timber harvesting proceeds from the harvest of two hundred (200) acres from within the Conservation/Regional Park Area as provided for in the Joint Settlement. The proceeds shall be provided from the first two hundred (200) acres harvested by the County within the Conservation/Regional Park Area.

- d. To the extent allowable by the District and the County, and as permitted by applicable environmental agencies having jurisdiction over the project, the Developer shall at its own expense be permitted to undertake certain environmental restoration activities necessary to re-establish a more natural hydroperiod on the Conservation/Regional Park Area as provided for in the Joint Settlement. The objective of this restoration shall be the elimination of drainage provided by various ditches that have been constructed through the Conservation/Regional Park Area. This program may involve the installation of water control structures in existing ditches including, without limitation, the Hull Cypress Swamp Ditch, so that the current over-drainage of the area is reversed. At no time will restoration activities be undertaken that may cause the flooding of adjacent properties. This plan shall be subject to any final permitting by the agencies having jurisdiction over the project and generally may include:
- 1) The plugging or installation of water control structures in the Hull Cypress Swamp Ditch, to restore the hydroperiod of the Hull Cypress Swamp;
 - 2) Creation of openings in the fill berm along the Hull Cypress Swamp Ditch to reflood the wetland strand that exists parallel to the ditch, and divert the flow of the ditch through the wetland area in the strand adjacent to the ditch;
 - 3) Installation of water control structures in all other manmade canals or ditches on the property as may be necessary to restore the historical hydroperiod; and
 - 4) Backfilling the ditch in potential combination with other measures listed herein.
- e. The Developer shall continue to be entitled to claim "Wetland Mitigation Credits" within the Conservation/Regional Park Area in order to offset any mitigation



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requirements arising from the construction of the Hunter's Ridge DRI, as allowed and permitted through applicable State and Federal regulatory agencies. Any enhancement activities desired by the Developer to increase credit yield shall be the financial responsibility of the Developer and shall be approved by the applicable property owners provided for herein (i.e., Flagler County or the City of Ormond Beach, and the St. John's River Water Management District).

- f. No Environmental Resource Permit ("ERP"), deed restriction, conservation easement, or other property encumbrance shall be permitted to be approved or recorded over the Conservation/Regional Park Area property unless approved in writing by any future owner for the particular property affected (i.e., Flagler County or the City of Ormond Beach, and the St. John's River Water Management District, hereafter collectively referred to as the "Future Owners"). Any such recording shall be deemed invalid and a violation of the Joint Stipulation and this Development Order. A copy of this Development Order shall be provided by the Developer as part of any subsequent application to any permitting agency for the DRI Property, including pending applications at the time of adoption of this Development Order.
- 1) The Developer shall not be entitled to submit or record any restriction on the property that violates a Future Owners' right to utilize the Conservation/Regional Park Area for the uses provided for in the Joint Stipulation unless approved by the Future Owners of the portion of the Conservation/Regional Park Area affected.
 - 2) The Forty Grade and existing jeep trails connecting to the Forty Grade shall be required to remain open as an access road for emergency vehicles, as an emergency exit route, for land management, as potential equestrian trails, and other potential passive recreation uses as permitted, unless agreed to be closed by the Future Owners.
 - 3) A standard 60 ft. wide public access and utility easement over the Forty Grade from State Road 40 northward to its terminus at Strickland Road/Durrance Lane, shall be provided to Flagler County in a form acceptable to the County and shall be recorded prior to the transfer of any portion of the Conservation/Regional Park Area or no later than January 1, 2011, whichever shall occur first.



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- 4) The Developer shall, prior to conveyance to the Future Owners, terminate all carbon credit agreements affecting or encumbering any portion of the Conservation/Regional Park Area.
- g. Should the St. Johns River Water Management District decline the acceptance of joint ownership of the Conservation/Regional Park Area as provided for in the Joint Stipulation, the County will accept the entire ownership of the portion of the Conservation/Regional Park Area located within the DRI Property.
8. **Strickland Road/Durrance Lane.** Prior to any development in Phase 3, the Developer shall post a financial surety acceptable to the County guaranteeing the contribution of Two Hundred Thousand Dollars (\$200,000) for road and stormwater improvements to Strickland Road/Durrance Lane as a potential secondary emergency access to the clusters located within Phase 3. Said financial surety shall be callable for use at anytime to construct roadway improvements to Strickland Road/Durrance Lane as determined solely by the County within the area of Strickland Road/Durrance Lane from Tymber Creek Road to the Development Area border as shown on Map H. Said financial surety shall be held for a maximum period of up to ten (10) years and if not used during that timeframe the principal amount shall be released to the Developer. The County shall seek legal authority to complete the improvements from the underlying property owners. If such permission is not granted to allow the improvements and secondary emergency access within ten (10) years, the County shall limit any secondary access improvements of the Developer to internal loop roads and release the Developer of future obligations related to the improvement of Strickland Road/Durrance Lane. Such access shall be restricted as follows:
 - a. Said access shall be gated, stabilized, emergency access only maintained by the Master Property Owners Association or CDD.
 - b. Emergency access points shall be limited to no more than 4 connections.
 - c. Funds required herein shall be adjusted for deflation/inflation at the time of payment, utilizing 2010 as the base year of any deflation/inflation calculation.
9. **Emergency Management Preparedness.** Due to the isolated nature of the DRI Property from Flagler County emergency responders and in order to minimize emergency situations in general, the Developer shall be required to comply with the



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following conditions to minimize exposure to larger catastrophes such as hurricanes and wildfires as follows:

- a. If a school is constructed on the site by either the School Board or the Developer, it should be designed as a public shelter and be sufficient to accommodate "shadow evacuation." If the School Board ultimately elects not to develop a public school facility, the Developer shall obligate that any other future school facility provide a public shelter as a deed restriction, in a form acceptable to the County. The County in its sole discretion may waive this condition without a formal amendment of this D.O. through an NOPC.
 - b. At least one community center shall be constructed to act as a community shelter capable of accommodating a minimum of 100 people in the event of a storm. The Developer shall obligate a Master Property Owners Association or CDD if approved to fund and operate the storm shelter. The Developer may, at its sole option and discretion, elect to provide alternative measures to meet this community shelter requirement, including the retrofitting of an existing community center elsewhere within the Hunter's Ridge DRI to accommodate this shelter requirement. Additionally, the Developer may accommodate in whole or in part the minimum shelter space in multiple facilities throughout Hunter's Ridge provided, however, that each shelter meets the minimum requirements of Red Cross for use as an emergency shelter.
 - c. All the property within the Development Area shall be required to meet Fire Wise standards or any successor program. The Developer shall list this as an obligation and responsibility of the Master Property Owners Association or CDD and for any individual homeowner associations.
 - d. The Developer shall list as an obligation and responsibility of the Master Property Owners Association or CDD to form a "CERT" team for the DRI. CERT shall mean a volunteer "Certified Emergency Response Team" or a successor program that plans and prepares for emergency events within the DRI Property.
10. **Affordable Housing.** Five percent (5%) of the total residential dwelling units shall be classified as "workforce housing" units (as hereinafter defined) within the DRI Property. "Workforce housing" is defined as housing that is "affordable" to a household earning up to 140% of the area median income as defined by the Department of Housing and Urban Development ("HUD"), as updated and published annually in the Federal Register for Flagler County. "Affordable" means that monthly



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mortgage payments (including taxes and insurance) or monthly rent (including utilities) shall not exceed 30% of gross household income for income-eligible households. Workforce housing shall be subject to a deed restriction for a period of not less than fifteen (15) years, with Flagler County named as a third party beneficiary. This deed restriction language shall be approved by Flagler County.

11. Wetland Conservation and Wetland Impacts within the Development Area.

Jurisdictional wetlands within areas depicted on Map H within the Development Area (non-cross hatched) as Preservation shall be preserved except as permitted by the District. Logging and other similar silvicultural operations within wetland areas located within the Development Area shall terminate upon the execution of the Development Order, except for activities associated with permitted borrow pits, permitted wetland creation, restoration or enhancement projects, and/or public safety/fire prevention measures.

- a. The wetlands to be conserved within the Development Area shall be protected by recordation of conservation easements prior to or at the time of final platting of adjacent upland areas in accordance with the terms of the applicable Environmental Resource Permit ("ERP") issued by the District. No logging or other similar silvicultural operations shall be conducted within the wetland areas to be conserved or within the required upland buffers areas adjacent to the wetlands to be conserved except for environmental enhancement activities approved by the District for mitigation purposes. Mitigation for proposed wetland impacts shall be subject to approval by the District and the United States Army Corps of Engineers ("ACOE").
- b. Wetland mitigation within the Development Area will include wetland and upland preservation and may include wetland restoration, enhancement, and creation and upland buffer enhancement as part of the mitigation plan under the District and ACOE permits. The exact boundaries of wetland areas to be conserved shall be determined in connection with wetland permitting by the District and ACOE. The limits of conserved wetlands shall be delineated on engineering plans submitted for approval by Flagler County. All engineering plans submitted to Flagler County for approval shall be consistent with the requirements of applicable permits issued by the District and other applicable State and Federal agencies, if any.
- c. The Developer shall record the required conservation easements within the Development Area meeting the requirements of Section 704.06, Florida Statutes,



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to protect the conserved wetlands and upland buffers on site. The conservation easements shall be dedicated to the District or the Florida Department of Environmental Protection ("FDEP"), subject to acceptance by the District or FDEP. Within the Development Area, the majority of the contiguous forested and higher-quality isolated wetland systems of regional ecological value will be preserved and protected by a perpetual conservation easement.

- d. Conservation easements and the portions of the recorded covenants and restrictions that relate to preservation of wetlands and upland buffers shall be enforceable by the Developer, the Master Property Owners Association, the District, FDEP, and Flagler County. The covenants and restrictions or conservation easements shall not permit variances from the minimum standards set forth in this Development Order. Such conservation easements shall be recorded upon through final platting containing the wetlands or undisturbed upland buffer areas as adjoining clusters are developed.
 - e. The recording of the conservation mitigation areas for Phase 1A of the DRI Property shall be completed by April 1, 2011 or the final issuance of State and Federal mitigation permitting by applicable agencies having jurisdiction over the DRI Property, whichever occurs later.
 - f. The Developer shall comply with the St. Johns River Water Management District's minimum buffer standards or the County's Flagler County Comprehensive Plan and Land Development Code, whichever is more restrictive.
12. **Energy.** As part of every deed, the deed restrictions and covenants shall require that only U.S. Department of Energy and U.S. Environmental Protection Agency ENERGY STAR-labeled appliances or equivalent performing appliances shall be installed in all residential structures and, as appropriate, in non-residential buildings and structures.
13. **Other Former Obligations.** The Developer, as part of the original Development Order, was required to perform certain commitments/obligations related to land, monetary contributions, and construction of amenities, the majority of which are local in nature specifically affecting Flagler County. Throughout this Development Order these commitments/obligations have been retained, eliminated, modified, increased, and decreased, as necessary, through mutual agreement between the Developer and the County, due to changing needs and circumstances and partially based on the requested increases. Below are the former obligations/commitments that are not



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modified elsewhere within this Development Order so that they may be brought to resolution below:

- a. The dedicated library property deed previously issued to the County and held by the County shall be returned by the County to the Developer within sixty (60) days.
 - b. In lieu of the recreation improvements as proposed herein, the payment formerly required at a maximum cost to the Applicants of \$50,000: \$16,667 due when initial 100 dwelling units are completed in Flagler County; \$16,667 when the next 100 dwelling units are completed in Flagler County; and balance due when the next 100 dwelling units (300 total) are completed in Flagler County, is hereby waived.
 - c. In lieu of the public safety improvements proposed herein, the communication center and payment formerly required at a cost to the Applicants of \$50,000 required prior to issuance of any building certificates of occupancy (other than a golf course club house) in Flagler County is hereby waived.
 - d. The requirement to provide a book mobile is hereby waived.
- 14. Public Roads and Maintenance.** In the original Development Order, all roads were proposed to be public roads under Flagler County maintenance and funded through an MSTU. The Developer has previously issued a deed to Flagler County for an approximately 22.5 acre site for use as a County maintenance and utility site. The site encompasses Cluster A of Phase 1B and the property to the east of Cluster A, as shown on Map H. The deed to the property has not yet been recorded. In lieu of the original Development Order's requirement that the Developer dedicate a site and erect a County maintenance building, the Developer, its successor, or assigns, through adoption of this Development Order shall maintain all roads as private roads, but with perpetual, non-exclusive public access, within the Development Area in Flagler County as shown on Map H. The Developer shall not be permitted to develop Cluster A of Phase 1B or place a conservation easement or any other restriction on the area in Flagler County south of Airport Road between Cluster A of Phase 1A (also known as "Huntington Lakes") and Cluster A of Phase 1B until such time as the Developer establishes an acceptable private road management entity acceptable to Flagler County. Should the ownership of Cluster A of Phase 1B ultimately be retained by Flagler County, the Developer shall be responsible for providing a general warranty deed and owner's title insurance with exceptions as



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approved by the County for this site or any site subsequently received for this purpose.

15. **Transit.** In the event that public transit service is provided to the Hunter's Ridge DRI, transit passenger shelters and transit bays shall be constructed where necessary to facilitate transit services. These facilities shall be constructed within the right-of-way of the applicable roadways and may be eligible for transportation impact fee credit as part of any transportation mitigation plan.

Section V. General Conditions

1. **Reliance Upon Application for Development Approval.** The Application was approved in accordance with the information, plans and commitments contained in the Hunter's Ridge DRI Substantial Development Application for Development Approval dated August 31, 2009, to include any amendments and sufficiency reviews thereto, together with the Hunter's Ridge DRI Master Plan (Map H, attached as Exhibit 1), all of which are incorporated by reference.
2. **Conflict with Application Submittal.** To the extent of any conflict with the Application for Development Approval submittal and the express terms and conditions of this Development Order, the terms and conditions of this Development Order shall govern.
3. **Conflict with Existing Agreements.** To the extent of any conflict with existing recorded agreements and the express terms and conditions of this Development Order, the terms and conditions of this Development Order shall govern.
4. **Effective Date.** This Resolution and Development Order shall take effect upon the effective date of the Flagler County Comprehensive Plan Future Land Use Map Amendment accompanying this D.O. The Amendment ordinance shall become effective the earlier of:
 - a. The Department of Community affairs issues a final order determining the adopted amendment to be in compliance in accordance with Section 163.3187, Florida Statutes; or
 - b. The Administration Commission issues a final order determining the adopted amendment to be in compliance in accordance with Section 163.3187, Florida Statutes.

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5. **Monitoring Official.** The County Administrator shall be the monitoring official, through the Director of Planning of the Flagler County Planning and Zoning Department, or other Administrator designee so designated in the future, as the local official responsible for monitoring the development for compliance by the Developer with this Development Order.
6. **Downzoning Protection.** In accordance with Section 380.06(15), Florida Statutes, the Hunter's Ridge DRI, as approved in this Development Order, shall not be subject to downzoning, unit density reduction, or intensity reduction before December 31, 2032, unless the Developer consents to such change or unless Flagler County demonstrates that the Development Order was based on substantially inaccurate information provided by the Applicants or unless the change is clearly established by Flagler County to be essential to the public health, safety, or welfare. This section shall not preclude the County from setting density/intensity limits and height limits as part of any final platting or site plan approval for each cluster or portion thereof. This action shall be based on the specific development proposal presented by the Developer showing under-utilization of the density/intensity and/or height for the proposed cluster buildout, consistent with Tables 1 and 2 herein. The County's intent is to protect future property owners from the greater intensity/density and/or height as the clusters or portions thereof are sold off for development.
7. **Financial Obligation Decelerator/Accelerator Clause.** All financial obligations listed within the Development Order as a fixed dollar amount (e.g., provision of fire apparatus) to be provided by the Developer, its successor, or assigns, shall be subject to adjustment for deflation/inflation at the time of payment or provision of the surety acceptable to the County, utilizing 2010 as the base year of any deflation/inflation calculation. In instances within the D.O. where the Developer is to complete a specific project for a fixed amount, as is the instance with traffic mitigation, such payment or surety shall be based on the change in the Producer Price Index ("PPI") for the respective project (as published by the U.S. Department of Labor) for and subsequent to 2010; for reference, a base index of 100.0 was established in 1980.
8. **Notice of Adoption.** Notice of adoption of this Development Order or any subsequent amendment to it shall be recorded by the Developer in accordance with Section 380.06(15)(f), Florida Statutes, with the Clerk of the Circuit Court of Flagler County. Any successor or assignee of Hunter's Ridge Residential Golf Properties, Inc. Hunter's Ridge Timber Company, Inc., and Hunter's Ridge Golf Company, Inc., shall be subject to the provisions contained in this Development Order issued by



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Flagler County and as subsequently modified. Any contract or agreement for sale of those interests by Hunter's Ridge Residential Golf Properties, Inc. Hunter's Ridge Timber Company, Inc., and Hunter's Ridge Golf Company, Inc., for all or any part of the property subject to this Development Order shall contain a legend substantially in the following form clearly printed or stamped thereon:

THE PROPERTY DESCRIBED IN THIS AGREEMENT IS PART OF THE HUNTER'S RIDGE 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 HUNTER'S RIDGE RESIDENTIAL GOLF PROPERTIES, INC., HUNTER'S RIDGE TIMBER COMPANY, INC., AND HUNTER'S RIDGE GOLF COMPANY, INC., 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 OFFICE OF THE PLANNING AND ZONING DEPARTMENT, FLAGLER COUNTY, FLORIDA, OR AT THE OFFICE OF THE DEPARTMENT OF COMMUNITY AFFAIRS, TALLAHASSEE, FLORIDA.

9. **Proposed DRI Changes.** The Developer shall comply with provisions of the Florida Statutes in effect at the time of proposed changes to the DRI with regard to the process of making such changes. The Developer acknowledges that any change in the DRI, whether or not such change is considered to be a substantial or non-substantial deviation, may be required to comply with the State and County Comprehensive Plans in effect at the time of the requested change depending upon the nature of the requested change. The County acknowledges that the use conversions provided for in this Development Order shall not be deemed a change in the Development Order. The County acknowledges that a change that affects only one portion of the DRI shall not trigger a review of the entire DRI for consistency with changes in the State or County Comprehensive Plans since the



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date of the original enactment of the DRI. Only the portion or the specific provisions of the DRI or Development Order specifically affected by the change may be required to meet consistency with changes in the State and County Comprehensive Plans since the date of the original enactment of the DRI. In reference to this Section, the County and the Developer intend to comply with the requirements of law with regard to changes in the DRI and Development Order and no party waives its right to contest the applicability of any purported requirement of law to any particular proposed change in the future.

10. Status of Development Rights. The County acknowledges that the Developer has, by virtue of this Development Order, made substantial commitments to mitigate for impacts of proposed development pursuant to this Development Order. The Developer will also make substantial investments in construction and development of the infrastructure required under this Development Order, all in reliance upon realization of all development rights granted pursuant to this Development Order. Accordingly, the rights of the Owner and Developer to construct the development as set forth herein are intended to be vested rights and shall not be subject to downzoning or unit density reduction or intensity reduction, except as provided in General Condition 6 of this Development Order. Future modifications to the Flagler Land Development Code and other laws or regulations of the County affecting development shall apply to the development approved pursuant to this Development Order except to the extent that: (a) such application would be inconsistent with Section 163.3167(8), Florida Statutes; (b) such future modifications, laws, or regulations conflict with specific provisions, conditions, or commitments set forth in this Development Order and substantially diminish the development rights granted in this Development Order; or (c) such modifications require mitigation for development impacts which have been reviewed under Section 380.06, Florida Statutes, and addressed in this Development Order. The Developer does not waive any statutory or common law vested right or equitable estoppel right it now have or may acquire in the future to complete any portion of the DRI in accordance with the applicable State and local laws and ordinances in effect at the time this Development Order becomes effective.

11. Additional Requests for Development Approval. Additional development approval requests for the density, intensity, height, location, and general use shall not require further review pursuant to Section 380.06, Florida Statutes, unless it is found by the Flagler County Board of County Commissioners, after due notice and hearing, that one or more of the following is present:



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- a. Substantial deviation from the terms or conditions of this Development Order, or other changes to the approved development, which create a reasonable likelihood of adverse regional impacts which were not evaluated in the review by the Northeast Florida Regional Council; or
- b. Termination of this Development Order.

Upon a finding that (a) is present, the Flagler County Board of County Commissioners shall order compliance with Sections 380.06(19)(g) and (h), Florida Statutes, and development within the DRI may continue, as approved, during the DRI review in those portions of the development which are not affected by the proposed change. Upon a finding that (b) is present, the Flagler Board of County Commissioners shall order a termination of all development activity (except development activity authorized under Section 380.06(15)(g), Florida Statutes) until such time as a new DRI application for development approval has been submitted, reviewed, and approved in accordance with Section 380.06, Florida Statutes. However, this shall not relieve the Developer from subsequent Development Orders and specific use approvals related to the physical development proposed as provided for herein in Section I.

- 12. **Limitation of DRI Development Order Approval.** The approval granted by this Development Order is limited. Such approval shall not be construed to obviate the duty of the Developer to comply with all other applicable local or State permitting procedures and secure additional Development Orders that may include, but shall not be limited to: Preliminary and Final platting, planned unit development approval, special exception approval for some uses, building permits, signage permits, land clearing permits, stormwater permits, and similar types of land development regulations.
- 13. **Community Development District.** The Developer has indicated that it may form a Community Development District ("CDD") within the DRI pursuant to Chapter 190, Florida Statutes, as it may be amended from time to time. The County expressly maintains all rights available to it pursuant to Chapter 190, Florida Statutes, related to the proposed establishment of a CDD by the Developer. Any CDD for Hunter's Ridge approved pursuant to Chapter 190, Florida Statutes may finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate and maintain projects, systems and facilities for the purposes described in Section 190.012, Florida Statutes, including, but not limited to, any of the indicated transportation improvements, school and park improvements set forth in this



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Development Order, and any other projects required or authorized by this Development Order. It is understood that the CDD may seek to construct or fund any such projects within or outside the boundaries of the Community Development District as required by this Development Order or necessary to serve the development approved by this Development Order if approved by the entity requiring the improvement. 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 Sections 190.012(1) and (2), Florida Statutes, then the Community Development District independently may satisfy such obligations, if approved by the entity requiring the improvement. To the extent any such obligation under this Development Order is met or performed by the Community Development District, then the Developer shall no longer be subject to the obligation.

14. **Severability.** If any stipulation or any portion or section of any stipulation contained in this Development Order is declared, determined to be, or adjudged invalid, illegal, or unconstitutional by a court of competent jurisdiction, such adjudication shall not affect the approval granted in this Development Order, the other stipulations, or the other portions or sections of the affected stipulations, which shall remain in full force and effect as if the stipulation or portion or section of a stipulation so declared, determined to be, or adjudged invalid, illegal, or unconstitutional were not originally a part of this Development Order.
15. **Successor Agencies.** Whenever, within the terms of the stipulations, reference is made to any department, agency, board, commission, or other instruments of the Federal or State governments, it is understood that such reference shall be construed to mean any future instrumentality which, by operation of law, may be created and designated as successor in interest or which may be possessed of any of the powers and duties of any referenced instrumentality in existence on the effective date of these stipulations. This shall not apply to local governments unless such delegation is specifically provided for herein.
16. **Development Order Status.** This Development Order is intended to supplant terms, conditions, and approval of the original Development Order and amendments thereto with the exception of specific references herein that must be maintained.
17. **Developer Responsible for Costs of Implementation.** The Developer will be responsible for the costs of implementing this Development Order, including reimbursement of County expenses on an at cost basis. Payment by the Developer for the County's expenses, including reimbursement of staff time, up to the adoption

Hunter's Ridge Development Order**November 15, 2010**

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HUNTER'S RIDGE DRI DEVELOPMENT ORDER

of this D.O. shall be due within 60 days, with the County to render the invoice to the Developer within 30 days of the time that the Board of County Commissioners approves the D.O.

18. Election Regarding Environmental Rules. Pursuant to Section 380.06(5)(c), Florida Statutes, the Developer will be bound by the Rules adopted pursuant to Chapters 373 and 403, Florida Statutes, in effect when the Development Order is issued. The Rules adopted pursuant to Chapters 373 and 403, Florida Statutes, in effect at the time the Development Order is issued shall be applicable to all applications for permits pursuant to those Chapters and which are necessary for and consistent with the development authorized in the Development Order, except that a later adopted rule shall be applicable to an application if:

- a. The later adopted Rule is determined by the rule-adopting agency to be essential to the public health, safety, or welfare;
- b. The later adopted Rule is adopted pursuant to Section 403.061(27), Florida Statutes;
- c. The later adopted Rule is being adopted pursuant to a subsequently enacted statutorily mandated program;
- d. The later adopted Rule is mandating an order for the State to maintain delegation of a Federal program; or
- e. The later adopted Rule is required by State or Federal law.

Section VI. Reporting Requirements

A biennial monitoring report for the Hunter's Ridge DRI shall be prepared by the Developer in accordance with Section 380.06, Florida Statutes, and shall be submitted to the Northeast Florida Regional Council ("NEFRC"), the East Central Florida Regional Planning Council ("ECFRPC"), Department of Community Affairs ("DCA"), Volusia County, the City of Ormond Beach and Flagler County, no later than January 1 of every other year until buildout, commencing January 1, 2013 (the "Monitoring Report"). The monitoring reports shall be submitted consistent with the reporting requirements adopted in Section 380.06(18), Florida Statutes, or as amended. The Monitoring Report shall include:

1. A description of any changes made in the plan of development, phasing, or in representations contained in the Application for Development Approval ("ADA") since the date of adoption of this Development Order, and any actions taken by the



Hunter's Ridge Development Order

November 15, 2010

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HUNTER'S RIDGE DRI DEVELOPMENT ORDER

local government to address these changes. Copies of any approvals taken to address changes including copies of any revised master plans not previously submitted will be attached to the Monitoring Report.

2. A summary comparison of development activity proposed or conducted since the previous monitoring report and activity projected for that period until submittal of the next regular monitoring report. The summary will include: a description of site improvements, number of residential lots platted, gross floor area of non-residential uses 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 ("F.A.C.").
3. An identification of the name of the purchaser of any undeveloped tracts of land in the Hunter's Ridge DRI, including the location and size of the tracts purchased, and the amount of development rights allocated to the purchaser, with map(s) which show the parcel(s) or sub-parcel(s) acquired.
4. A cumulative summary of all development that has taken place within the Hunter's Ridge DRI by the land use categories listed in Chapter 28-24, F.A.C. including residential lots platted, gross floor area of non-residential uses 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), and the name of the purchaser of all parcels purchased within the Hunter's Ridge DRI.
5. To the extent known to the Developer, a description of any lands purchased or optioned within one mile of the boundaries of the Hunter's Ridge DRI by a person who has acquired a fee simple or lesser interest in Hunter's Ridge subsequent to issuance of the Development Order (but excluding persons who have only acquired a leasehold interest in lands or improvements within the Hunter's Ridge DRI), identifying such land, its size, and its intended use on a site plan and map.
6. 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, parcel, location(s), and activity for each permit.
7. A description of any moratorium imposed by a regulatory agency on development within the Hunter's Ridge DRI, specifying the type of moratorium, duration, cause, and remedy.


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Hunter's Ridge Development Order

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HUNTER'S RIDGE DRI DEVELOPMENT ORDER

8. Provide an analysis demonstrating there will be sufficient capacity of potable water, wastewater, and solid waste facilities serving the Hunter's Ridge DRI for the anticipated development for the ensuing report period.
9. Provide an assessment of Applicants', Applicants' successor, if any, and local government's compliance with conditions and commitments contained in the Development Order.
10. A description of any change to the previously reported stormwater plans, design criteria, or planting and maintenance programs.
11. A description of any known incremental DRI applications for development approval or requests for a substantial deviation that were filed in the reporting period and to be filed during the next reporting period.
12. A description of any change in local government jurisdiction for any portion of the development since the Development Order was issued.
13. Traffic reports, which shall be submitted to the Florida Department of Transportation ("FDOT") District 5 Urban Office in Orlando, as well as to the City of Ormond Beach, Volusia County, Flagler County, NEFRC, ECFRPC, and DCA. The first traffic report shall be due concurrently with the first biennial Monitoring Report and then biennially thereafter until project buildout. The following information shall be included:
 - a. A description of current development by land use, type, location, number of residential units, and amount of square footage of non-residential, along with the proposed construction schedule for the ensuing 24-month period, and appropriate maps.
 - b. The status of the improvements to be pipelined by the Developer, 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 developer's agreements entered into to effectuate the improvements, and any other Developer's obligations required in the Development Order to meet transportation conditions.



Hunter's Ridge Development Order

November 15, 2010

**Exhibit A
HUNTER'S RIDGE DRI DEVELOPMENT ORDER**

14. A statement certifying that the NEFRC, DCA, and Flagler County and all affected agencies have been sent copies of the Monitoring Report in conformance with Sections 380.06(15) and (18), Florida Statutes. The Developer shall ensure that all appropriate agencies receive a copy of the Biennial Monitoring Reports.

Section VII. Rendition

Within ten (10) days of the adoption of this Development Order, Flagler County shall render a copy of this Development Order with all attachments, certified as complete and accurate, by certified mail, return receipt requested, to: the Florida Department of Community Affairs, Bureau of Local Planning; the Northeast Florida Regional Council; and the Developer.

FCCRD

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Hunter's Ridge Development Order

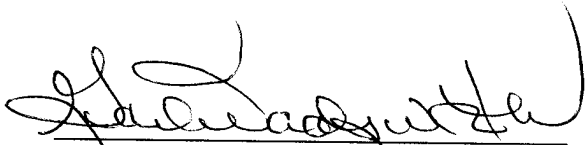
November 15, 2010

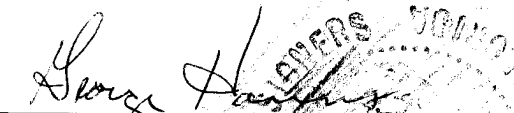
Exhibit A
HUNTER'S RIDGE DRI DEVELOPMENT ORDER

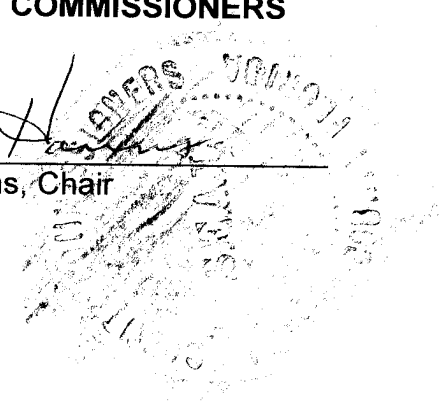
WHEREFORE, the parties hereto have caused these presents to be signed all as of the date and year first above written.

ATTEST:

FLAGLER COUNTY BOARD
OF COUNTY COMMISSIONERS


Gail Wadsworth, Clerk and
Ex Officio Clerk to the Board
12/30/2010


George Hanns, Chair



APPROVED AS TO FORM:


Albert J. Nadeed, County Attorney

RECORDED


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Hunter's Ridge Development Order

November 15, 2010

Exhibit A
HUNTER'S RIDGE DRI DEVELOPMENT ORDER
DEVELOPER'S COVENANT AND AGREEMENT

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

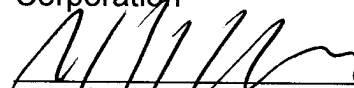
WITNESS my hand and official seal this 17 day of Dec, 2010.

FOR HUNTER'S RIDGE RESIDENTIAL GOLF PROPERTIES, INC.:

WITNESSES:

Hunter's Ridge Residential Golf
Properties, Inc., a Florida Profit
Corporation


Signature Richard Perkinson


Allan Feker, President


Signature Samuel J. Merdick, Jr.

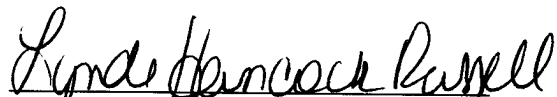
STATE OF Florida)

COUNTY OF Volusia)

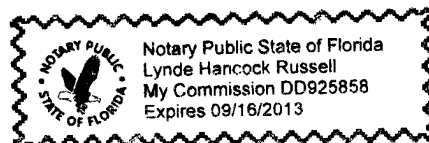
The foregoing instrument was acknowledged before me this 17th day of December, 2010, by Allan Feker, as President of Hunter's Ridge Residential Golf Properties, Inc., a Florida Profit Corporation, who is personally known to me and who did not take an oath.

WITNESS my hand and official seal this 17th day of December, 2010.

(SEAL)


Notary Signature

Lynde Hancock Russell
Printed Name



Hunter's Ridge Development Order

November 15, 2010

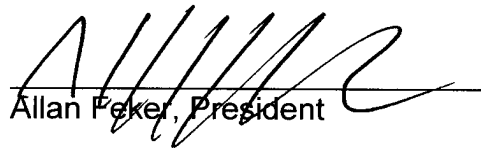
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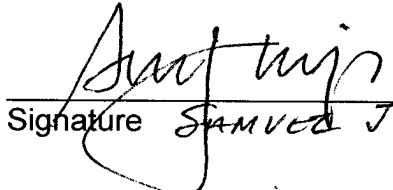
FOR HUNTER'S RIDGE TIMBER COMPANY, INC.:

WITNESSES:

Hunter's Ridge Timber Company, Inc.,
a Florida Profit Corporation


Signature Richard Perkinson


Allan Feker, President


Signature SAMUEL J. MERRILL, JR.

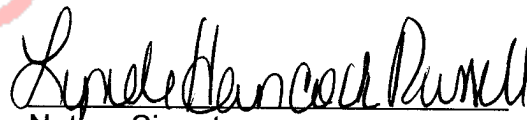
STATE OF Florida)

COUNTY OF Volusia)

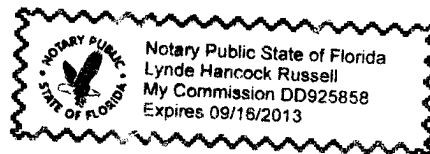
The foregoing instrument was acknowledged before me this 17th day of December, 2010, by Allan Feker, as President of Hunter's Ridge Timber Company, Inc., a Florida Profit Corporation, who is personally known to me and who did not take an oath.

WITNESS my hand and official seal this 17th day of December, 2010.

(SEAL)


Notary Signature

Lynde Hancock Russell
Printed Name





Hunter's Ridge Development Order

November 15, 2010

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HUNTER'S RIDGE DRI DEVELOPMENT ORDER

FOR HUNTER'S RIDGE GOLF COMPANY, INC.:

WITNESSES:

Hunter's Ridge Golf Company, Inc.,
a Florida Profit Corporation

Richard L. Perkins
Signature Richard Perkins

Allan Feker
Allan Feker, President

Samuel V. Merrill Jr.
Signature SAMUEL V. MERRILL JR.

STATE OF Florida)

COUNTY OF Volusia)

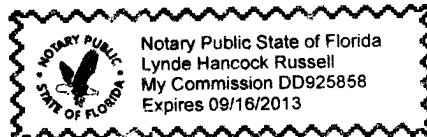
The foregoing instrument was acknowledged before me this 17th day of December, 2010, by Allan Feker, as President of Hunter's Ridge Golf Company, Inc., a Florida Profit Corporation, who is personally known to me and who did not take an oath.

WITNESS my hand and official seal this 17th day of December, 2010.

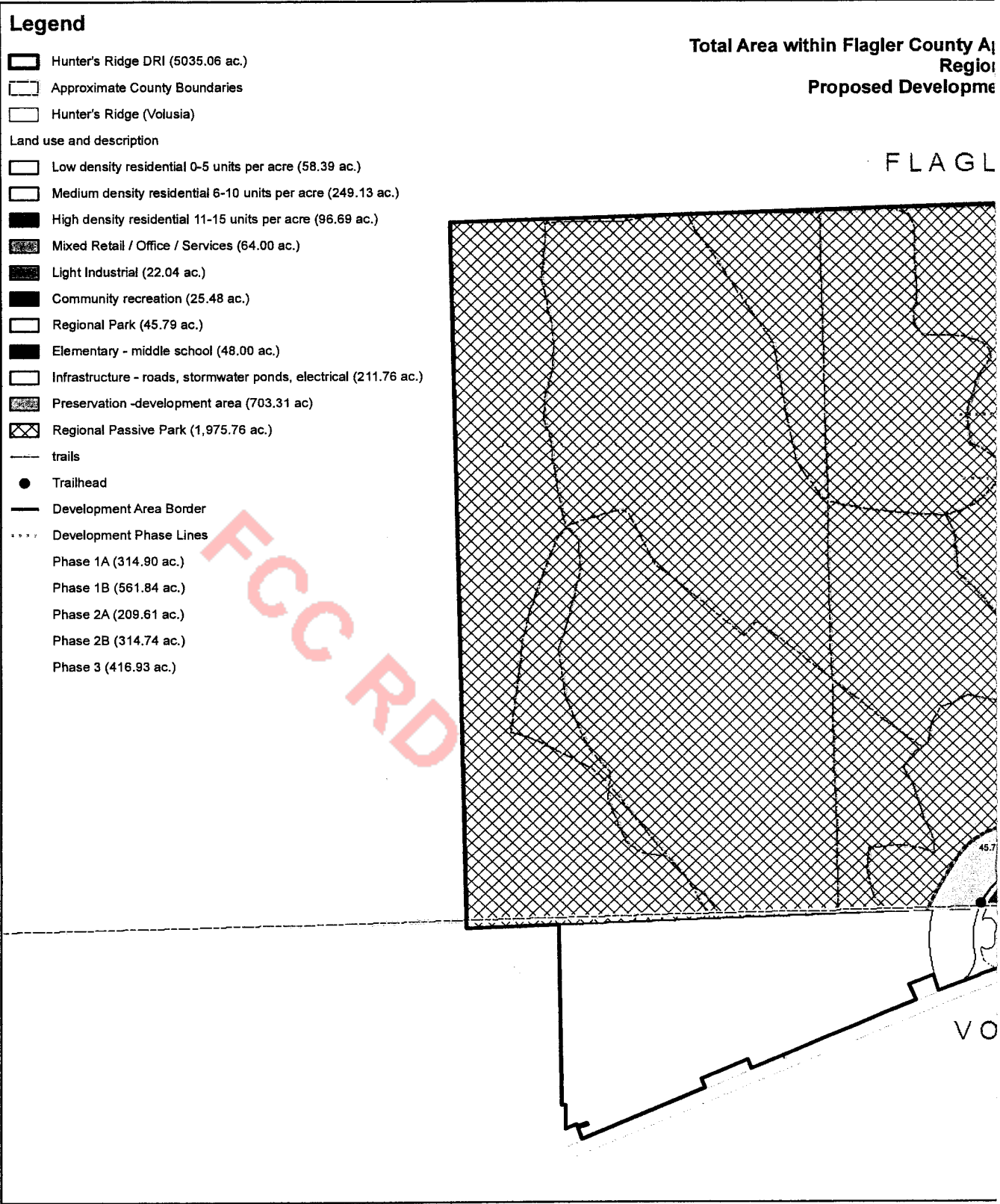
(SEAL)

Lynde Hancock Russell
Notary Signature

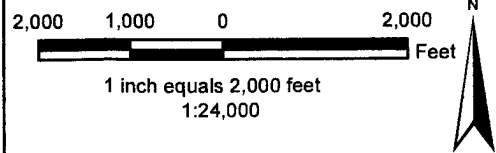
Lynde Hancock Russell
Printed Name



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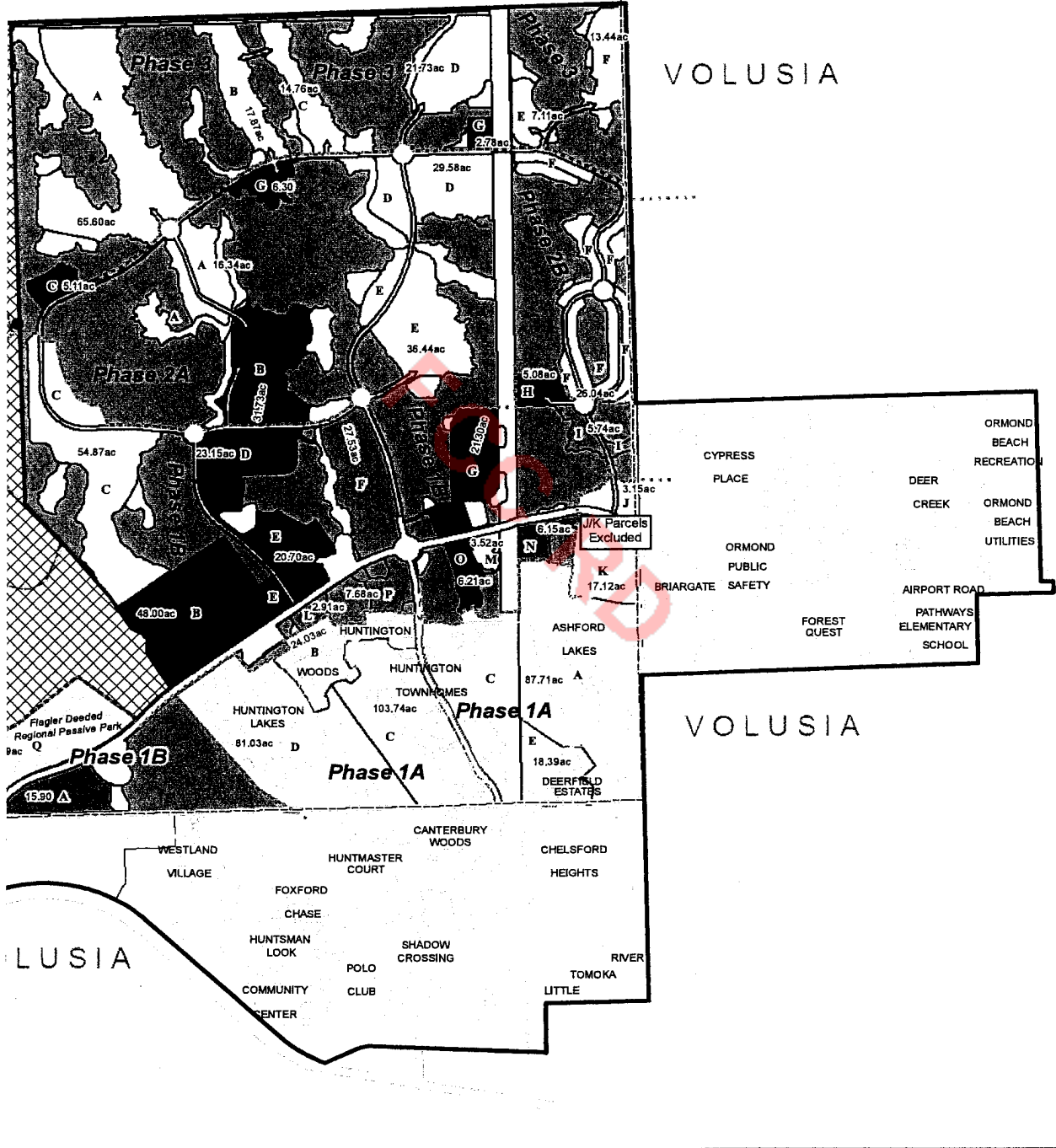


Approx 6 sq miles (3,864.93 acres)
Flagler Regional Passive Park (1,975.76 acres)
Flagler Forest Areas (1,862.42 acres)



Project: J07071 HRD rev H
Date: October 25, 2010
Project boundaries and site plans based on CAD drawings provided by Hunter's Ridge.

ER



Map H Master Development Plan

HUNTER'S RIDGE RESIDENTIAL
GOLF PROPERTIES, INC.

REPRODUCIBLE
AS PDF

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Exhibit 2

Inst No: 2009038950 12/10/2009
10:15AM Book: 1748 Page: 696 Total Pgs: 9

GAIL WADSWORTH, FLAGLER Co.

**RETAIL WATER AND WASTEWATER SERVICE AGREEMENT FOR THE
HUNTER'S RIDGE DEVELOPMENT IN FLAGLER COUNTY**

THIS RETAIL WATER AND WASTEWATER SERVICE AGREEMENT FOR THE HUNTER'S RIDGE DEVELOPMENT IN FLAGLER COUNTY (hereinafter the "Retail Service Interlocal") is made and entered into on the date signed by the last signatory below by Flagler County, a political subdivision of the State of Florida (hereinafter the "County") and City of Ormond Beach, a municipal corporation created under the laws of the State of Florida (hereinafter the "City") (hereinafter the County and the City collectively shall be the "Parties").

WITNESSETH:

WHEREAS, the County and the City are authorized by Section 163.01, Florida Statutes, to enter into interlocal agreements to cooperatively and efficiently use their powers to provide public services that will advance the general health, safety and welfare of the citizens of the County; and

WHEREAS, Hunter's Ridge is a duly approved Development of Regional Impact (hereinafter the "DRI") partially located in Flagler County and partially located in the City of Ormond Beach in Volusia County; and

WHEREAS, there is a need for water and wastewater treatment services for the portion of the Hunter's Ridge DRI to be constructed in the southern portion of Flagler County (hereinafter the "Service Area"), and is more particularly depicted in attached Exhibit "A"; and

WHEREAS, on or about January 2006 the County and the City entered into a Temporary Interlocal Bulk Water and Wastewater Treatment Service Interim Agreement for the Hunter's Ridge Development in Flagler County, recorded at Official Records Book 1398, Page 70 of the Public Records of Flagler County on February 24, 2006, whereby the City agreed to provide bulk water and wastewater to the County to provide to the Service Area until the utility needs of the DRI could be better determined (hereinafter the "Temporary Bulk Service Interlocal"); and

WHEREAS, it has been subsequently determined that neither the County nor the DRI developer intend to construct water or wastewater treatment facilities in the Service Area; and

WHEREAS, the City currently owns and operates water and wastewater treatment facilities and has adequate capacity to meet the water and wastewater needs of the Service Area; and

WHEREAS, the County and the DRI developer now wish the City to provide retail water and wastewater service to the Service Area; and

WHEREAS, the DRI developer will be conveying new utility systems to the City that



will require no capital improvement compared to other portions of the City's service lying outside the City limits; and

WHEREAS, the customers located in the Service Area will pay the same utility impact fees as customers located within the City limits as opposed to other City utility customers located outside the City limits; and

WHEREAS, the Parties, for the reasons outlined above and pursuant to the terms and conditions of this Retail Service Interlocal, finds that it is in the best interest of the Parties for the City to provide retail water and wastewater services to the Service Area in the same manner and at a rate that shall not exceed 125 % of the rate that is charged to of the City's utility customers located within the City limits; and

WHEREAS, section 17 of the Temporary Bulk Service Interlocal allows such agreement to be replaced by this Retail Service Interlocal once it is approved by the City Commission and the Board of County Commissioners;

NOW THEREFORE, in consideration of the premises set forth above and the covenants, obligations, duties and benefits herein set forth, and other valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged, the Temporary Bulk Service Interlocal is replaced by this Retail Service Interlocal and provides as follows:

Section 1. Recitals. The recitals set forth above are true and accurate and are adopted and incorporated herein.

Section 2. Acknowledgements.

2.1 The Parties agree that the Temporary Bulk Service Interlocal is currently a valid contract.

2.2 The Parties agree that they now wish to replace the Temporary Bulk Service Interlocal with this Retail Service Interlocal.

2.3 The Parties intend that this Retail Service Interlocal act as a novation and extinguish the Temporary Bulk Service Interlocal and any other agreements between the Parties related to the provision or reservation of water or wastewater services or capacity by the Parties to the Service Area as of the Effective Date of this Retail Service Interlocal.

2.4 The Parties agree that upon execution of the obligations of the Parties hereto, this Retail Service Interlocal is valid and replaces the Temporary Bulk Service Interlocal.

2.5 The Parties agree that this Retail Service Interlocal meets the requirements of Sections 10, 13.1 and 17 of the Temporary Bulk Service Interlocal to alter and replace the Temporary Bulk Service Interlocal.



Section 3. Interconnection of DRI and City Utility Systems.

3.1 Service Agreement Requirement. The developer of the DRI and the City shall enter into a utility service agreement in the same manner as the City requires of all other utility customers such as the DRI developer.

3.2 Interconnecting Pipelines. All existing or required interconnecting pipelines and associated infrastructure shall be constructed by the DRI developer and conveyed to the City as required by the City. All easements deemed necessary by the City shall be granted by the DRI developer to contain all infrastructure conveyed.

3.3 No Wastewater Treatment Plants to be Constructed by the Developer. The City agrees that the DRI developer need not construct a wastewater treatment plant in order for the City to provide wastewater collection service to the Service Area and the City shall not require such treatment plant construction condition in any agreement for provision of utility service to the Service Area. This limitation shall not apply to lift stations which the City is free to require of the developer as the City deems necessary.

3.4 Water Treatment Facilities to be Constructed by the Developer. The Parties are free to enter into subsequent agreement by amendment of this Retail Service Interlocal as to a process to approve any water treatment facilities that the City determines may be required to allow use of the water production wells located in the Service Area for potable water production purposes. Such agreement will allow the County to assure that such treatment facilities meet the County's requirements for such facilities located within the County.

3.5 County Permission Granted. To the extent such permission may be required by law and pursuant to the terms of this Retail Service Interlocal, the County hereby specifically agrees to permit the City to provide retail water and wastewater service to customers located within Flagler County identified in this Retail Service Interlocal as the Service Area. Notwithstanding the foregoing, nothing herein shall be construed as acquiescence or permission by the County for the City to annex any portion of the Flagler Service Area or any other portion of Flagler County.

Section 4. Provision of Retail Utility Services.

4.1 Payment of Utility Charges. The City shall bill the DRI developer or individual property owners within the Service Area in the same manner and at a rate that shall not exceed 125 % of the rate that is charged to of the City's utility customers located within the City limits. The City reserves the right to discontinue service for nonpayment of bills in the same manner as all other City utility customers and in conjunction with the terms and conditions of the service agreement between the City and the utility customer. Notwithstanding the foregoing, the City retains the right to adjust utility rates within the Service Area so long as such rates do not exceed the rate percentage limitations outlined herein. The Volusia County Court system shall be the venue for any legal action required to compel payment for such services.



4.2 Outstanding Balances under the Temporary Bulk Service Interlocal. The County shall remain liable for any unpaid balances under the Temporary Bulk Service Interlocal up to the Effective Date of this Retail Service Interlocal. All terms and conditions of the Temporary Bulk Service Interlocal related to such payment shall remain in force until payment is made, at which time said terms and conditions shall terminate.

Section 5. Flagler County Facilities.

5.1 New Well Sites. The City agrees to obtain the permission of the County prior to seeking any change to a consumptive use permit regarding any new well sites located in Flagler County.

5.2 County Facilities. The City agrees that any County facility, including but not limited to community parks, that exists or is constructed within the Service Area shall not be required to pay utility impact fees of any kind as the Parties agree that such facilities will not require additional capital improvements to the City's utility system since such facilities exist, or will exist, to serve the residents of the Service Area and the residents of the Service Area will be required to pay utility impact fees in the same manner as the utility customers located within the City limits.

Section 6. Service Standards. The City shall at all times endeavour to provide its best efforts to comply with all local, state and federal regulations regarding public water production and distribution and wastewater treatment service and collection for utility service provided in the Service Area. Notwithstanding the foregoing, the City does not guarantee or warrant any special service, pressure, quality, capacity, availability, or other facility to the customers in the Service Area other than what is required to fulfill a duty of reasonable care equivalent to all other customers of the City's utility.

Section 7. Restrictions. Nothing herein shall be construed in any manner to limit or restrict the County from owning and/or operating its own water and wastewater system outside the Service Area. However, the City and/or its assignees shall be the sole owners and operators of water and wastewater utilities within the Service Area.

Section 8. Authority and Applicable Law. This Retail Service Interlocal is entered into under the authority of the Florida Constitution (including without limitation Article VIII, Section 2(b) thereof), the general powers conferred upon the City by statute and otherwise (including without limitation Chapters 159, 163, 166, and 180, Florida Statutes):

8.1 No officer, employee, or agent of either party, whether elected or appointed, shall have the authority to amend, modify, or alter this Retail Service Interlocal or to waive any of its provisions or to bind either party by making any promise or representation not contained in this Retail Service Interlocal. This Retail Service Interlocal may be amended or modified, in writing, by execution with the same formalities with which this Retail Service Interlocal was executed.



8.2 This Retail Service Interlocal may not be assigned, transferred or delegated by the City or County without the written consent of the other party, which consent will not be unreasonably withheld, provided that said assignment, transfer or delegation does not impair the rights or increase the obligations of either party, and provided that this Retail Service Interlocal will be binding upon the Parties' successors, grantees, transferees, delegees and assigns.

Section 9. Waiver Clause. Any waiver at any time by any party hereto of its rights with respect to the other party or respect to any matter arising in connection with this Retail Service Interlocal shall not be considered a waiver with respect to any subsequent default or matter. Nothing contained herein shall constitute a waiver by either the City or County of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.

Section 10. Acts and Omissions. The Parties assume any and all liabilities, claims, or damages of any kind attributable to the acts or omissions of their respective officers, employees or agents. Each party shall give the other prompt and timely notice of any claim, suit, or administrative law proceedings instituted or coming to the knowledge of their respective officers, department heads, or management personnel that in any way reasonably appears to affect or might affect either party to this Retail Service Interlocal, and the party so notified shall have the right to participate in the defense of any claim, administrative proceeding, or suit to the extent of its own interest. The Parties reserve the right, at law or in equity, by civil action, mandamus or other proceeding, to enforce or compel the performance of any or all covenants contained in the Agreement.

Section 11. Notice. Notices relating to the subject mailer of this Retail Service Interlocal shall be provided in writing to the attention of:

To the City: City Manager
P.O. Box 277
Ormond Beach, FL 32175-0277

To the County: Flagler County Administrator
1769 East Moody Blvd., #302
Bunnell, FL 32110

Section 12. Entire Agreement. This Retail Service Interlocal, including Exhibit "A" attached hereto and incorporated herein by reference, sets forth the full and complete understanding of the Parties as of the date stated below, and it supersedes any and all prior negotiation, agreements, and understandings with respect to the subject matter hereof. No prior or present agreements or representations shall be binding upon either of the Parties unless incorporated into this Retail Service Interlocal. No modification or change in this Retail Service Interlocal shall be valid or binding upon the Parties unless in writing, approved by the Ormond Beach City Commission and by the Board of County Commissioners of Flagler County and executed by the appropriate officers and officials of each party.



Section 13. Assignment. The provisions of this Retail Service Interlocal shall inure to and be binding upon the successors and assigns of the Parties.

Section 14. Default. Neither party will be in default of the terms herein if such default is due to a natural calamity, act of force majeure, government other than City or County, or similar causes beyond the control of either party.

Section 15. Governing Law and Venue. This Retail Service Interlocal will be governed by, and interpreted in accordance with, the Laws of the State of Florida. Unless otherwise specifically stated, venue for any legal action to enforce the terms and conditions of this Retail Service Interlocal shall be in Flagler County, Florida.

Section 16. Headings. All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Retail Service Interlocal.

Section 17. Severability. If any provision of this Retail Service Interlocal becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Retail Service Interlocal shall continue in full force and effect without said provisions; provided, however, that if such severability materially changes the economic benefits of this Retail Service Interlocal to either party, the Parties shall negotiate an equitable adjustment in the provisions of this Retail Service Interlocal in good faith.

Section 18. Legal Fees. In the event of litigation between the Parties arising out of or in connection with this Retail Service Interlocal, each party shall be responsible for its own legal fees and costs.

Section 19. Authority to Execute. Each party hereby represents and warrants that it has the right, power, and authority to execute and deliver this Retail Service Interlocal and to perform all of the obligations stated herein.

Section 20. Other Documents and Assurances. Each of the Parties agrees that any time after the execution hereof, it will, on request of the other party, execute and deliver such other documents and further assurances as may reasonably be required by such other party in order to carry out the intent of this Retail Service Interlocal.

Section 21. No Third Party Beneficiaries. This Retail Service Interlocal is between the City and County only and shall not be deemed to confer in favor of any third parties any rights whatsoever as third-party beneficiaries, specifically including customers of the City, the Parties intending this Retail Service Interlocal to confer no such benefits or status.

Section 22. Sovereign Immunity. The Parties expressly retain all rights, privileges, benefits and immunities of sovereign immunity.

Section 23. Execution in Counterparts. This Retail Service Interlocal may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.



Section 24. Effective Date and Recordation. Upon execution of this Retail Service Interlocal by the Parties, the County will file this Retail Service Interlocal with the Clerk of the Courts of Flagler County and the City will file this Retail Service Interlocal with the Clerk of the Courts of Volusia County, as is required by Section 163.01 (11), Florida Statutes. The later recording date of these two filings shall be the Effective Date of this Retail Service Interlocal.

**FLAGLER COUNTY BOARD OF
COUNTY COMMISSIONERS**

Melissa Holland
Melissa Holland, Chair

Date: 11-16-09

ATTEST:

Gail Wadsworth
Gail Wadsworth, Clerk of Court

Approved as to Form:

Al Hadeed
Al Hadeed, County Attorney

CITY OF ORMOND BEACH

Fred Costello
Fred Costello, Mayor

Date: 11/3/09

Joyce Shanahan
Joyce Shanahan, City Manager

Date: 11/9/09

ATTEST:

Lorucci Patten
City Clerk

Approved as to Form:

Randy Hayes
Randy Hayes
City of Ormond Beach Attorney

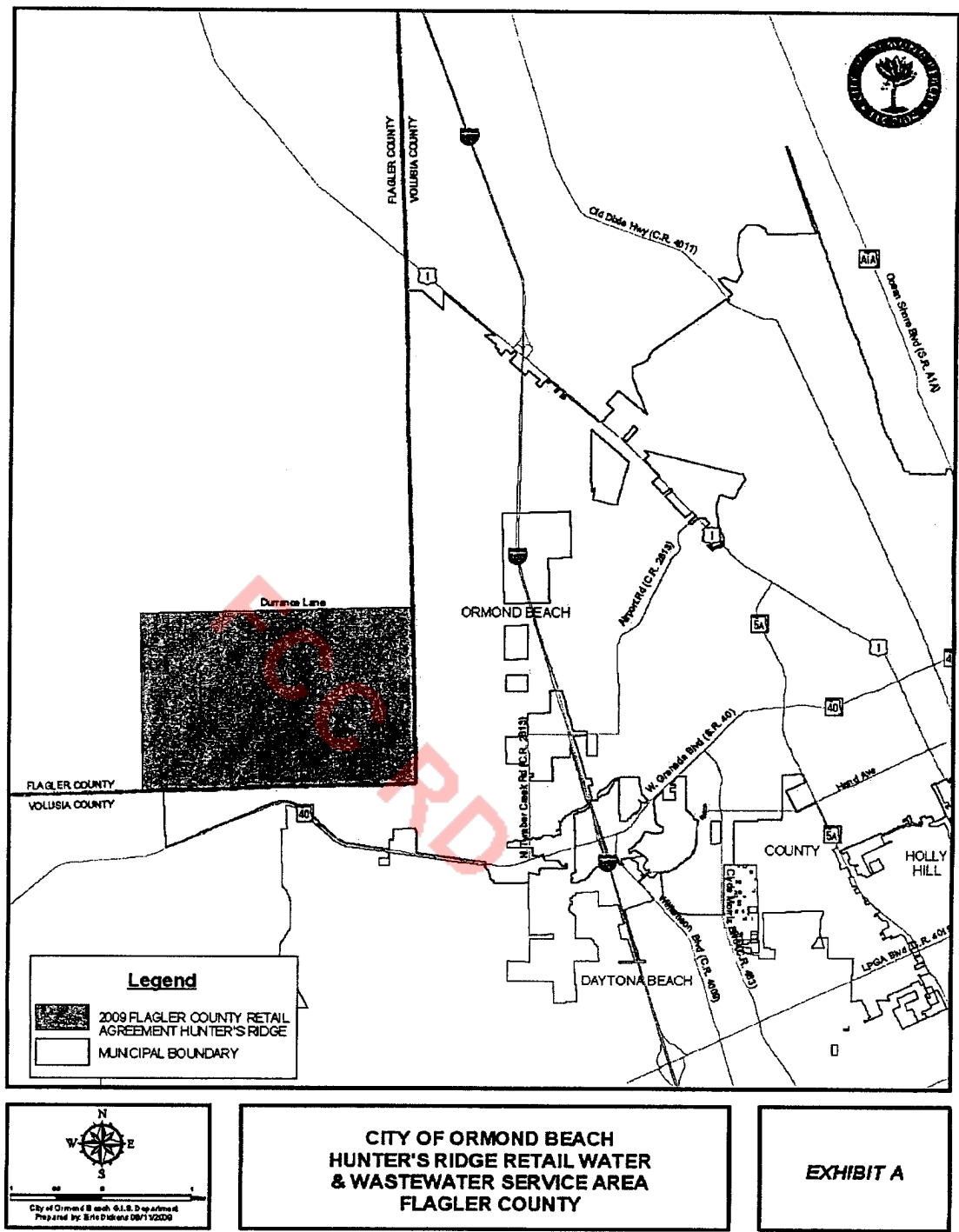
AM

EXHIBIT A**SERVICE AREA DESCRIPTION**

A parcel of land located in sections 15, 16, 17, 20, 21, and 22, Township 14 South, Range 31 East, Flagler County, Florida, more particularly described as follows:

From the Northeast corner of said section 15, run on an assumed bearing south 87 degrees 36 minutes 20 seconds west along the north line of said section 15, being the bearing basis of this description a distance of 2601.01 feet to the north ¼ corner of said section 15; thence south 87 degrees 27 minutes 28 seconds west along the north line of said section 15 a distance of 2694.91 feet to the northwest corner of said section 15; thence south 87 degrees 35 minutes 17 seconds west along the north line of said section 16 a distance of 2649.53 feet to the north ¼ corner of said section 16; thence south 87 degrees 30 minutes 21 seconds west along the north line of said section 16 a distance of 2646.41 feet to the northwest corner of said section 16; thence south 87 degrees 27 minutes 55 seconds west along the north line of said section 17 a distance of 2656.53 feet to the north ¼ corner of said section 17; thence south 87 degrees 27 minutes 28 seconds west along the north line of said section 17 a distance of 2655.79 feet to the northwest corner of said section 17; thence south 01 degrees 57 minutes 17 seconds east along the west line of said section 17 a distance of 2646.33 feet to the west ¼ corner of said section 17; thence south 02 degrees 08 minutes 44 seconds east along the west line of said section 17 a distance of 2646.53 feet to the southwest corner of said section 17; thence south 01 degrees 46 minutes 04 seconds east along the west line of said section 20 a distance of 2618.94 feet to the west ¼ corner of said section 20; thence south 01 degrees 37 minutes 54 seconds east along the west line of said section 20 a distance of 2697.76 feet to the southwest corner of said section 20, being a point on the line between Flagler County on the north and Volusia County on the south; thence easterly along the county line being the southerly line of sections 20, 21, and 22 to the southeast corner of section 22; thence northerly along the county line between Flagler County on the west and Volusia County on the east and the east line of section 22 north 01 degrees 47 minutes 18 seconds west, along the east line of said section 22, a distance of 2652.93 feet to the east 1/4 corner of said section 22; thence north 01 degrees 47 minutes 18 seconds west, along said east line, a distance of 2652.93 feet to the northeast corner of said section 22; thence north 02 degrees 03 minutes 26 seconds west along the east line of section 15, a distance of 2649.05 feet to the east ¼ corner of said section 15; thence north 02 degrees 03 minutes 32 seconds west, along said east line, a distance of 2648.94 feet to the point of beginning.





SPM

Exhibit 3

Dated 12/2010

HUNTER'S RIDGE GOLF COURSE SETTLEMENT AGREEMENT

THIS HUNTER'S RIDGE GOLF COURSE SETTLEMENT AGREEMENT (hereinafter the "Settlement Agreement") is made and entered into this ~~7th~~ day of December, 2010 by and between the **FLAGLER COUNTY**, a political subdivision of the State of Florida, whose mailing address is 1769 E. Moody Blvd., Bldg. 2, Bunnell, Florida 32110 (hereinafter the "County"), and **HUNTER'S RIDGE RESIDENTIAL GOLF PROPERTIES, INC.**, a Florida corporation, whose mailing address is 1 Beagles Rest, Ormond Beach, FL 32174, **HUNTER'S RIDGE TIMBER COMPANY, INC.**, a Florida corporation, whose mailing address is 1 Beagles Rest, Ormond Beach, FL 32174 and **HUNTER'S RIDGE GOLF COMPANY, INC.**, a Florida corporation, whose mailing address is 1 Beagles Rest, Ormond Beach, FL 32174 (Hunter's Ridge Residential Golf Properties, Inc., Hunter's Ridge Timber Company, Inc. and Hunter's Ridge Golf Company, Inc. hereinafter collectively known as the "Developer" and the Developer and the County hereinafter collectively known as the "Parties").

WHEREAS, on October 18, 1988, the Developer's predecessor in interest, Florida-Georgia Venture Group, submitted to the County and the Regional Planning Councils an Application for Development Approval (the "ADA") for a Development of Regional Impact ("DRI") known as "Hunter's Ridge"; and

WHEREAS, on January 25, 1990, the Board of County Commissioners of Flagler County passed and adopted Resolution 90-3A, which constituted a Development Order for the Hunter's Ridge DRI, which was recorded at Official Records Book 423, Page 669 of the Public Records of Flagler County, Florida; and

WHEREAS, the Department of Community Affairs intervened in an appeal of the Development Order for the Hunter's Ridge DRI and the Department of Administrative Hearings issued a Recommended Order on May 28, 1991 and rendered an Amended Final Development Order which is recorded at Official Records Book 455, Page 1019 of the Public Records of Flagler County, Florida (the "DO"); and

WHEREAS, the DO required the Developer to design and construct an 18-hole golf course and the County to accept and operate said golf course; and

WHEREAS, on April 6, 1992 the County adopted the First Amendment to the Hunter's Ridge Development Order which is recorded at Official Records Book 465, Page 1466 of the Public Records of Flagler County, Florida, but did not change the obligation of the Parties with respect to the golf course; and

WHEREAS, on December 1, 1997, the County adopted Resolution 97-79A constituting the Second Amendment to the Hunter's Ridge Development Order which is recorded at Official Records Book 682, Page 245 of the Public Records of Flagler



County, Florida but did not change the obligation of the Parties with respect to the golf course; and

WHEREAS, on December 15, 2003, the County adopted Resolution 2003-208 constituting the Third Amendment to the Hunter's Ridge Development Order, but did not change the obligation of the Parties with respect to the golf course; and

WHEREAS, on June 15, 2009, the County approved a Golf Course Settlement Agreement to change Developer's Golf Course obligation, however, that agreement was not executed by the Parties; and

WHEREAS, on November 15, 2010; the County adopted a Resolution to amend and replace the Development Order in its entirety ("2010 DO"), including language amending the Developer's requirement to convey an 18-hole golf course to the County which is generally consistent with the previous Settlement Agreement in 2009; and

WHEREAS, the Parties now wish to change their obligations with regard to the golf course by modifying the Settlement Agreement language to be consistent with the 2010 DO;

NOW THEREFORE, in consideration of the foregoing and the mutual promises set forth below, the parties, intending to be legally bound, agree as follows:

1. The recitals set forth above are true and accurate and are adopted and incorporated herein.
2. The following Exhibits are attached hereto and hereby incorporated into this Settlement Agreement by reference:
 - a. Exhibit A – Proposed 18-hole golf course in Flagler County (the "Golf Course")
 - b. Exhibit B – Initial 407 lots for which the Developer is making payment pursuant to the terms of this Settlement Agreement (the "Initial Lots").
 - c. Exhibit C – Map H Hunter's Ridge November 15, Development Order, showing lands within the Flagler County portion of the Hunter's Ridge DRI subject to the Lien as described herein (the "Lien Lands")
3. Each party hereby represents and warrants that it has the right, power and authority to enter into, execute and deliver this Settlement Agreement and undertake all the rights and perform all obligations contemplated herein.
4. Pursuant to Section 15.11 of the original DO, the Developer is required to construct and convey an 18-hole golf course to the County located in that certain portion of Flagler County more particularly illustrated in Exhibit A.



5. In lieu of the Developer's requirement to convey the golf course to the County, the Parties now wish to have the Developer purchase the County's golf course rights as outlined herein as satisfaction of the requirements outlined in Section 15.11 of the original DO as amended and replaced by Section III.-6. of the 2010 DO.
6. Pursuant to the terms of this Settlement Agreement, the County agrees as follows:
 - a. The County releases the Developer from the requirement to build the Golf Course. Construction of the Golf Course is now completely at the option of the Developer. If the Developer opts to build the Golf Course, the County releases the Developer from the requirement to transfer it to the County.
 - b. The County agrees to use any funds received from the Developer pursuant to this Settlement Agreement for passive recreational purposes and/or nature tourism and development of facilities for such purposes and a portion of those funds shall be utilized within the Hunter's Ridge Development or Hunter's Ridge Conservation Area. However, Three Hundred Thousand Dollars of the initial payment provided for herein, shall be subject to Section III-6 paragraphs (b) & (c) of the development order approved on November 15, 2010.
7. Pursuant to the terms of this Settlement Agreement and the 2010 DO, the Developer agrees as follows:
 - a. The Developer shall pay the County Four Million, Five Hundred Five Thousand Dollars (\$4,505,000.00) for the County's Golf Course rights outlined in section 15.11 of the original DO as amended and replaced by Section III – 6, of the 2010 Development Order with payment made as outlined in this section.
 - b. Initially, the Developer shall pay the County Eight Hundred Thousand Dollars (\$800,000) in a form acceptable to the County within thirty (30) days of the Effective Date of this Settlement Agreement. Said figure represents a credit for the Four Hundred Seven (407) Initial Lots currently platted and preliminarily platted in Phase IA in the following developments:

Ashford Lakes (77 lots),
Huntington Woods (70 lots),
Huntington Town (183 lots),
Huntington Lakes (77 lots),

at One Thousand Nine Hundred and Sixty-five Dollars and sixty cents (1,965.60) per lot.



Consistent with Section III.-6 and III-11 of the 2010 DO, the Developer must consent to this modification and execute the Settlement Agreement by January 1, 2011. If the Developer pursues this option, the development in Phase 1A shall have been determined to have met any and all golf course obligations. The Developer has already paid the \$800,000.00 described herein to the County.

- c. A lien for payment of the remaining Three Million, Seven Hundred Five Thousand Dollars (\$3,705,000) that the Developer owes the County as indicated in subsections (a) and (b) above is hereby created on all lands owned by the Developer as cluster C-G of Phase 1 and Phase 2 & 3 as specifically identified on Map H of the November 15, 2010 Hunter's Ridge Development Order as shown in Exhibit C attached hereto and incorporated herein by reference. The balance owed by the Developer to the County can be equally spread among the next One Thousand Two Hundred Ninety Three (1,293) residential units of the Hunter's Ridge DRI at Two Thousand Eight Hundred Sixty-Five Dollars and forty-three cents (\$2,865.43) per lot. At the time any lot or other property is sold by the Developer in any portion of the Hunter's Ridge DRI other than the Initial Lots, the Developer shall be responsible to pay the County at least \$2,865.43 per lot sold (or an equivalent amount, determined by comparison to the area of land sold compared to the permitted density of the cluster involved and the likely density based on the average lot area in the DRI, for land that is sold other than by lot) until such time as the full amount indicated in subsection (a) above is paid. In the case of the lien above it shall not be due and payable upon the bulk sale of all the property clusters listed above.

Once the payment has been received by the County, at the Developer's request, the County shall issue a release of lien in the amount for which the payment has been made and the Developer can record the release in the Public Records of Flagler County. The liens and restrictive covenants outlined herein shall run with the lands of the Hunter's Ridge DRI as identified herein until released by the County as provided herein. Consequently, if the Developer does not or cannot pay the amount outlined herein, the lien shall run with the land and the subsequent owner of the land shall become responsible for said amount. Specifically, bankruptcy of the Developer, or any subsequent land owner, shall not extinguish the lien placed upon the land hereby. Only a release by the County pursuant to payment of the amount indicated herein may release the lien placed upon the land hereby. Such liens shall be superior and paramount to the interest on such lots, lands or property of any owner, lessee, tenant, mortgagee or other person except the lien of County taxes and shall be on parity with the lien of any such County taxes. In the event that any such payment shall not be paid as and when due as provided herein and shall be in default for thirty (30) days or more, the unpaid balance thereof and all interest accrued thereon, together with attorneys



fees and costs, may be recovered by the County in a civil action, and any such lien and accrued interest may be foreclosed or otherwise enforced by the County by action or suit in equity as for foreclosure of a mortgage on real property. Developer specifically agrees that the County may record a lien pursuant to Florida Statute, Section 153.67, which may include notice of the priority of the lien as outlined above, in the Public Records of Flagler County.

- d. Notwithstanding the provisions of this section, the Developer may at any time pay the remaining amount owned the County and the County shall issue a release of lien for all lots or land or such amount as corresponds to the payment made to the County by the Developer consistent with the terms outlined in this section.
8. The Parties agree that this Settlement Agreement has been adequately and properly incorporated into the Substantial Deviation application required by the original DO.
9. Whenever any party hereof desires to give notice unto another party, it must be given by written notice, sent by certified United States mail with return receipt requested, or other mail courier service, addressed to the party for whom it is intended, at the place specified as the place for giving of notice; the place for giving of notice shall remain as such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for the giving of notice, to wit:

FOR THE COUNTY:

Flagler County
Attention: County Administrator
1769 E. Moody Blvd., Bldg. 2
Bunnell, Florida 32110

With copy to:

Flagler County
Attention: County Attorney
1769 E. Moody Blvd., Bldg. 2
Bunnell, Florida 32110

FOR DEVELOPER:

Registered Agent
Mr. Sam Merrill, Jr.

1 Beagles Rest



Ormond Beach, FL 32174

With a copy to:

Booker & Associates, P.A.
Attention: Kim C. Booker, Esquire
1019 Town Center Drive, Suite 201
Orange City, Florida 32763
Telephone 386-774-6552

Notice so addressed and sent by certified mail with return receipt requested or other mail service shall be deemed given when it is deposited with the mailing service unless otherwise provided herein. Any party shall, by like notice, designate any further or different addresses to which subsequent notices shall be sent, including but not limited to any successors or assigns of the parties hereto.

10. Miscellaneous.

- a. Applicable Law. This Settlement Agreement and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the laws of the State of Florida.
- b. Partial Invalidity. In the event any term or provision hereto shall be held illegal, unenforceable or inoperative as a matter of law, the remaining terms and provisions hereby shall not be affected thereby, but each such term and provision shall be valid and shall remain in full force and effect.
- c. Binding on Successors. This Agreement shall run with the land and be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.
- d. Entire Agreement. This Settlement Agreement embodies the entire agreement between the County and the Developer as it relates to the subject herein and supersedes any and all prior agreements and understandings, written or oral, formal or informal. No modifications or amendments to this Settlement Agreement, of any kind whatsoever, shall be made or claimed by the County or the Developer, and no notices of any extension, change, modification or amendment made or claimed by the County or the Developer shall have any force or effect whatsoever unless the same shall be endorsed in writing and fully signed by the County and the Developer. This Settlement Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both the County and the Developer have contributed substantially and materially to the preparation of this Settlement Agreement.



- e. Survival. All representations and warranties made by the parties herein shall survive the completion of the tasks contemplated herein.
- f. Incorporation of Recitals; Counterparts; Captions. This Settlement Agreement may be executed in counterparts, each of which shall be deemed an original. The captions are for convenience of reference only and shall not affect the construction to be given any of the provisions hereof.
- g. Waivers; Extensions. No waiver or any breach of any agreement or provisions herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other agreement or provisions herein contained. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts.
- h. Effective Date. This Settlement Agreement shall become effective when the County executes the agreement after first being executed by the Developer.
- i. Time. Time is of the essence of this Settlement Agreement.
- j. Third Party Beneficiaries. This Interlocal Agreement is solely for the benefit of the Parties herein, and no right or cause of action shall accrue upon or by reason hereof to or for the benefit of any third party not a formal party hereto.

[Remainder of page intentionally left blank.]

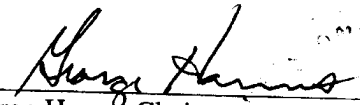


IN WITNESS WHEREOF, the parties have executed this Settlement Agreement as of the date(s) written below.

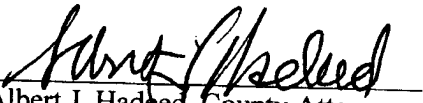
FLAGLER COUNTY:

ATTEST:


Gail Wadsworth, Clerk and
Ex Officio Clerk to the Board

BY: 
George Hanns, Chairman
Flagler Board of County Commissioners

APPROVED AS TO FORM

BY: 
Albert J. Haddad, County Attorney

FCC RD



Signed, sealed and delivered
in the presence of:

Hunter's Ridge Residential Golf
Properties, Inc.:

[Signature]
Witness

[Signature]
Allan Feker, President

SAMUEL J. MERRILL, JR.
Print Name

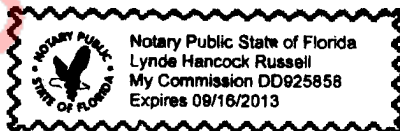
[Signature]
Witness

Wilson K. Maina
Print Name

State of Florida
County of Volusia

The foregoing instrument was acknowledged before me this 2nd day of December, 2010 by Allan Feker as President for Hunter's Ridge Residential Golf Properties, Inc. on behalf of Hunter's Ridge Residential Golf Properties, Inc. He is personally known to me or has produced _____ as identification.

Lynde Hancock Russell
Name typed: _____
Notary Public Commission _____
My Commission Expires: _____



[Signature]

Signed, sealed and delivered
in the presence of:

Hunter's Ridge Timber Company, Inc.

Witness

Print Name _____

Witness

Print Name

State of

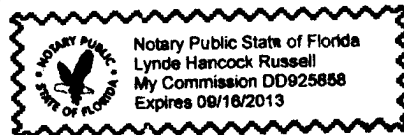
County of _____

The foregoing instrument was acknowledged before me this 2nd day of December, 2010 by Allan Feker as President for Hunter's Ridge Timber Company, Inc. on behalf of Hunter's Ridge Timber Company, Inc. He is personally known to me or has produced _____ as identification.

Name typed:

Notary Public Commission

My Commission Expires:



Signed, sealed and delivered
in the presence of:

Hunter's Ridge Golf Company, Inc.

[Signature]
Witness

[Signature]
Allan Feker, President

SAMUEL J. MERRILL, JR
Print Name

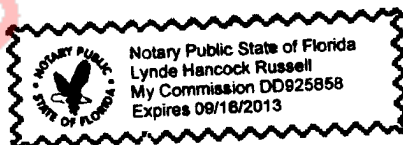
[Signature]
Witness

Wilson K. Maina
Print Name

State of Florida
County of Volusia

The foregoing instrument was acknowledged before me this 2nd day of December, 2010 by Allan Feker as President for Hunter's Ridge Golf Company, Inc. on behalf of Hunter's Ridge Golf Company, Inc. He is personally known to me or has produced _____ as identification.

[Signature]
Name typed: _____
Notary Public Commission _____
My Commission Expires: _____



[Signature]

EXHIBIT B

INITIAL LOTS

Ashford Lakes (77 lots),
Huntington Woods (70 lots),
Huntington Town (183 lots),
Huntington Lakes (77 lots).

**The illustration of the subdivisions above are shown in Exhibit C, which is Map H of
the approved Hunter's Ridge Development Order**

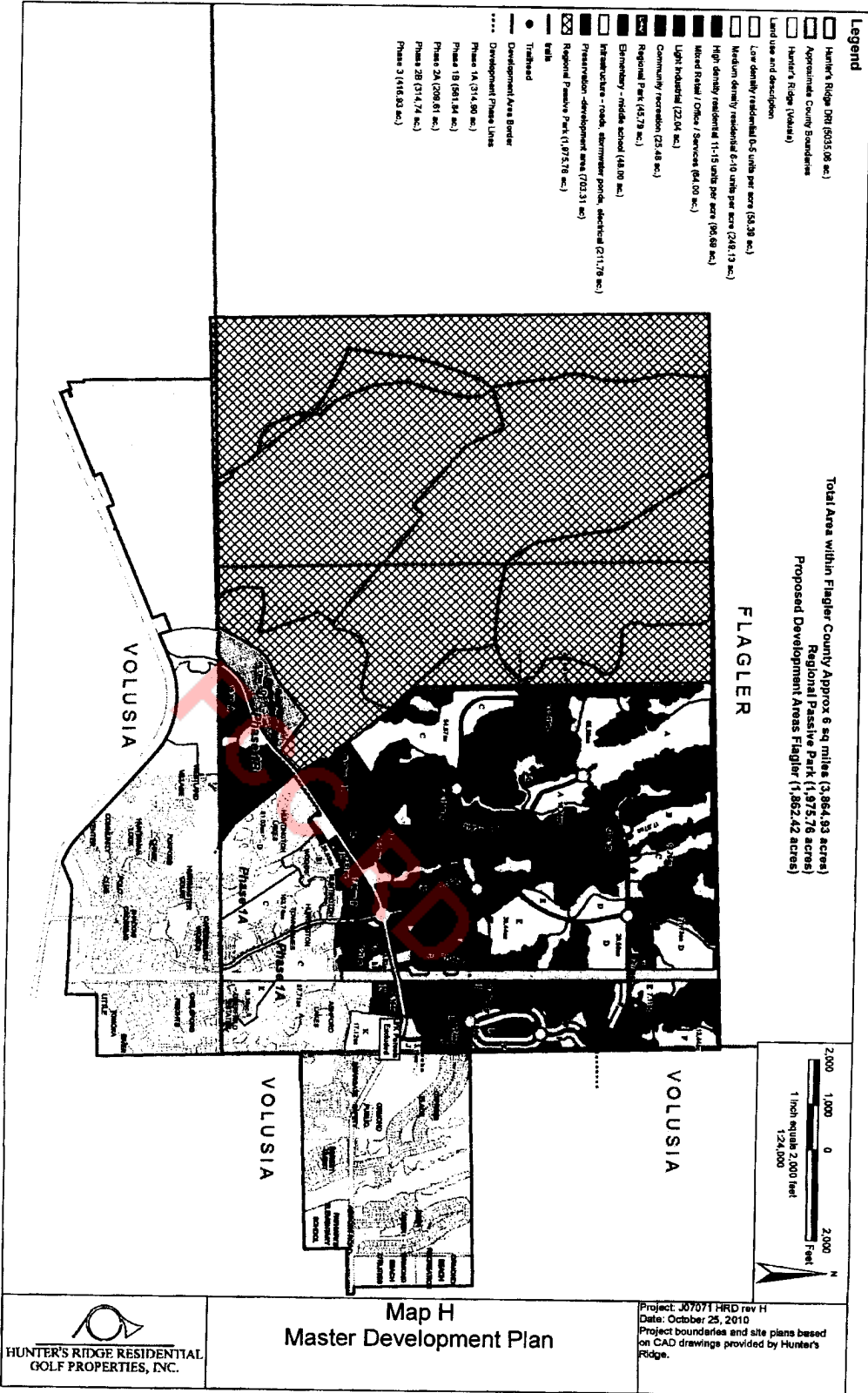
FCC RD



EXHIBIT C
Map H Hunter's Ridge November 15, 2010, Development Order
LANDS WITHIN THE DRI SUBJECT TO LIEN
(Cluster C-G Phase 1, Phases 2A, Phase 2B, and Phase 3)
[Insert Map H]

FCC RD





Handwritten signature
in PDF

Exhibit 4

STORMWATER POLLUTION PREVENTION PLAN
("SWPPP")

In order to ensure water quality is maintained and that encroachment into conservation areas is prohibited, the property owner and contractor shall adhere to the following SWPPP prior to and during construction: All work performed within and for Hunter's Ridge is to comply with Florida Department of Environmental Protection Non-Point Source and Water Quality Standards.

PRE-CONSTRUCTION ACTIVITIES

Prior to the start of site construction, the property owner or his representative shall conduct a pre-construction conference, which addresses Stormwater Pollution Prevention and Sediment and Erosion Control. At a minimum, the property owner, contractor and design engineer or their representative shall attend the pre-construction conference. Regulatory agencies shall be notified prior to the pre-construction conference regarding the date, time and location of the conference and shall be allowed to attend. The purpose of this conference is to review the site specific details of the SWPPP and identify the individuals responsible for its implementation. In addition, specific conditions of regulatory permits will be reviewed and persons assigned to the monitoring for compliance with these conditions. The pre-construction conference shall be a specific condition in all stormwater management permits issued for the Hunter's Ridge project.

CONSTRUCTION ACTIVITIES

The site work contractor shall at a minimum implement the requirements outlined below and those measures shown on the Stormwater Pollution Prevention Plan (SWPPP) and the erosion and turbidity control plan. In addition, the contractor shall undertake additional measures required to be in compliance with applicable permit conditions and state water quality standards. Depending on the nature of materials and methods of construction the contractor may be required to add flocculants to the detention system prior to discharge to Waters of the State.

Sequence of Major Erosion Control Activities:

The order of activities will be as follows:

1. Install stabilized construction entrance
2. Install silt fences and hay bales as required
3. Clear and grub for diversion swales/dikes and sediment basin
4. Construct sedimentation basin
5. Stock pile top soil if required
6. Stabilize denuded areas and stockpiles as soon as practicable



7. Complete grading and install permanent seeding/sod and planting
8. Remove accumulated sediment from basins
9. Flocculate lake system, if required, to meet water quality standards
10. When all construction activity is complete and the site is stabilized, remove any temporary diversion swales/dikes, silt fences, hay bales and reseed/sod as required.

Note: Vertical construction of buildings will be taking place during all the sequence steps listed above.

Additional Controls

It is the contractor's responsibility to implement the erosion and turbidity controls as shown on the sediment and erosion control plan. It is also the contractor's responsibility to ensure these controls are properly installed, maintained and functioning properly to prevent turbid or polluted water from leaving the project site. The contractor will adjust the erosion and turbidity controls shown on the sediment and erosion control plan and add additional control measures, as required, to ensure the site meets all federal, state and local erosion and turbidity control requirements. The following best management practices will be implemented by the contractor as required by the erosion and sediment control plan and as required to meet the sediment and turbidity requirements imposed on the project site by the regulatory agencies.

Erosion and sediment controls stabilization practices. (See the site specific sediment and erosion control plan for applicability):

1. Straw bale barrier: Straw bale barriers will be used below disturbed areas subject to sheet and rill erosion with the following limitations:
 - (a) Where the maximum slope behind the barrier is not greater than 33 percent.
 - (b) In minor swales or ditch lines where the maximum contributing drainage area is no greater than 2 acres.
 - (c) Where effectiveness is required for less than 3 months.
 - (d) Straw bale barriers shall not be used in live streams or in swales where there is the possibility of a washout. If necessary, measure shall be taken to properly anchor bales to ensure against washout.
2. Filter Fabric Barrier: Filter fabric barriers shall be installed landward of upland buffers. Filter fabric barriers will be used below disturbed areas subject to sheet and rill erosion with the following limitations:



- (a) Where the maximum slope behind the barrier is not greater than 33 percent.
 - (b) In minor swales or ditch lines where the maximum contributing drainage area is no greater than 2 acres.
3. Sod with Filter Fabric: In areas with slopes steeper than 33%, the slope shall be full sodded with sods pinned to the slope. Filter fabric barriers (silt fence) shall be installed at the top and toe of the slope.
4. Brush Barrier with Filter Fabric: Brush barriers used in accordance with ES BMP 1.025, will be used below disturbed areas subject to sheet and rill erosion where enough residue material is available on site.
5. Level Spreader: A level spreader will be used where sediment-free storm runoff is intercepted and diverted away from the graded areas onto undisturbed stabilized areas. This practice applies only in those situations where the spreader will be constructed on undisturbed soil and the area below the level lip is stabilized. The water should not be allowed to reconcentrate after release.
6. Stockpiling Material: No excavated material shall be stockpiled in such a manner as to direct runoff directly off the project site into any adjacent water body or stormwater collection facility.
7. Exposed Area Limitation: The surface area of open, raw erodible soil exposed by clearing and grubbing operations or excavation and tilling operations shall not exceed 10 acres. This requirement may be waived for large project with an erosion control plan, which demonstrates that opening of additional areas, will not significantly affect off site deposit of sediments.
8. Inlet Protection: Inlets and catch basins which discharge directly off-site shall be protected from sediment-laden storm runoff until the completion of all construction operations that will contribute sediment to the inlet.
9. Temporary Seeding: Areas opened by construction operations and that are not anticipated to be re-excavated or dressed and receive final grassing treatment within 30 days shall be seeded with a quick growing grass species which will provide an early cover during the season in which it is planted and will not later compete with the permanent grassing.
10. Temporary Seeding and Mulching: Slopes steeper than 6:1 that fall within the category established in Paragraph 8 above shall additionally receive mulching of approximately 2 inches loose measure of mulch material cut into the soil of the seeded area adequate to prevent



movement of seed and mulch.

11. Temporary Grassing: The seeded or seeded and mulched area(s) shall be rolled and watered or hydromulched or other suitable methods if required to assure optimum growing conditions for the establishment of a good grass cover.

12. Temporary Regrassing: If, after 14 days from seeding, the temporary grassed areas have not attained a minimum of 75 percent good grass cover, the area will be reworked and additional seed applied sufficient to establish the desired vegetative cover.

13. Maintenance: All features of the project designed and constructed to prevent erosion and sediment shall be maintained during the life of the construction so as to function as they were originally designed and constructed.

14. Permanent Seeding: Areas, which have been disturbed by construction, will, as a minimum, be seeded. The seeding mix must provide both long-term vegetation and rapid growth seasonal vegetation. Slopes steeper than 4:1 shall be seeded and mulched or sodded.

15. Temporary Diversion Dike: Temporary diversion dikes will be used to divert runoff through a sediment trapping facility.

16. Temporary Sediment Trap: A sediment trap is usually installed in a drainage way at a storm drain inlet or at other points of discharge from a disturbed area with the following limitations;

- The sediment trap will be constructed either independently or in conjunction with a temporary diversion dike.

17. Sediment Basin: Sediment Basin(s) will be constructed at the common drainage locations that serve an area with 10 or more disturbed acres at one time. The proposed stormwater ponds (or temporary ponds) will be constructed for use as sediment basins. These sediment basins must provide a minimum of 3,600 cubic feet of storage per acre drained until final stabilization of the site. The 3,600 cubic feet of storage area per acre drained does not apply to flows from offsite areas and flows from onsite areas that are either undisturbed or have undergone final stabilization where such flows are diverted around both the disturbed area and the sediment basin.

Site Maintenance Activities



Waste Materials

All waste materials except land clearing debris shall be collected and stored in a securely lidded metal dumpster. The dumpster will meet all local and state solid waste management regulations. The dumpster will be emptied as needed and the trash will be hauled to a state approved landfill. All personnel will be instructed regarding the correct procedure for waste disposal. Notices stating these practices will be posted at the construction site by the site superintendent, the individual who manages the day to day site operations, will be responsible for seeing that these procedures are followed.

Hazardous Waste

All hazardous waste materials will be disposed of in the manner specified by local or state regulation or by the manufacturer. Site personnel will be instructed in these practices and the site superintendent, the individual who manages day to day site operations, will be responsible for seeing that these practices are followed.

Sanitary Waste

All sanitary waste will be collected from the portable units as needed to prevent possible spillage. The waste will be collected and disposed of in accordance with state and local waste disposal regulations for sanitary sewer or septic systems.

Offsite Vehicle Tracking

A stabilized construction entrance will be provided to help reduce vehicle tracking of sediments. The paved street adjacent to the site entrance will be swept daily to remove any excess mud, dirt or rock tracked from the site. Dump trucks hauling material from the construction site will be covered with a tarpaulin. Offsite vehicle tracking to comply with ES BMP 1.02. (Construction Road and Driveway Stabilization).

Spill Prevention Plan**Material Management Practices**

The following are the material management practices that will be used to reduce the risk of spills or other accidental exposure of materials and substances to stormwater runoff.

Good Housekeeping

The following good housekeeping practices will be followed onsite during the construction project:

- An effort will be made to store only enough product required to do the job.
- All materials stored onsite will be stored in a neat, orderly manner in their appropriate containers and, if possible, under a roof or other enclosure.



- Products will be kept in their original containers with the original manufacturer's label.
- Substances will not be mixed with one another unless recommended by the manufacturer.
- Whenever possible, all of a product will be used up before disposing of the container.
- Manufacturer's recommendations for proper use and disposal will be followed.
- The site superintendent will inspect daily to ensure materials onsite receive proper use and disposal.

Hazardous Products

These practices are used to reduce the risks associated with hazardous materials:

- Products will be kept in original containers unless they are not resealable.
- Original labels and material safety data will be retained; they contain important product information.
- If surplus product must be disposed of, manufacturers or local and state recommended methods for proper disposal will be followed.

Product Specific Practices

The following product specific practices will be followed onsite:

Petroleum Products

All onsite vehicles will be monitored for leaks and receive regular preventive maintenance to reduce the chance of leakage. Portable petroleum storage tanks shall not be placed within 200 feet of a wetland or water body including stormwater management ponds, unless secondary containment is provided. Petroleum products will be stored in tightly sealed containers which are clearly labeled. Any asphalt substances used onsite will be applied according to the manufacturer's recommendations.

Fertilizers

Fertilizers used will be applied only in the minimum amounts recommended by the manufacturer. Once applied, fertilizer will be worked into the soil to limit exposure to stormwater. Storage will be in a covered area. The contents of any partially used bags of fertilizer will be transferred to a sealable plastic bin to avoid spills.



Paints

All containers will be tightly sealed and stored when not required for use. Excess paint will not be discharged to the storm sewer system but will be properly disposed of according to manufacturer's instructions or state and local regulations.

The site superintendent responsible for the day to day site operations will be the spill prevention and cleanup coordinator. He/she will designate at least one other site personnel who will receive spill prevention and cleanup training. These individuals will each become responsible for a particular phase of prevention and clean up. The names of responsible spill personnel will be posted in the material storage area and if applicable, in the office trailer onsite.

MAINTENANCE/INSPECTION PROCEDURES**Erosion and Sediment Control Inspection and Maintenance Practices**

The following are inspection and maintenance practices that will be used to maintain erosion and sediment controls:

- All control measures will be inspected by the site superintendent, the person responsible for the day to day site operation or someone appointed by the site superintendent, at least once a week and following any storm event of 0.25 inches or greater.
- All turbidity control measures will be maintained in good working order; if a repair is necessary, it will be initiated within 24 hours of report.
- Built up sediment will be removed from silt fence when it has reached one third the height of the fence.
- Silt fence will be inspected for depth of sediment, tears, to see if the fabric is securely attached to the fence posts, and to see that the fence posts are firmly in the ground.
- The sediment basins will be inspected for the depth of sediment, and built up sediment will be removed when it reaches 10 percent of the design capacity or at the end of the job.
- Diversion dikes/swales will be inspected and any breaches promptly repaired.



- Temporary and permanent seeding and planting will be inspected for bare spots, washouts, and healthy growth.
- A maintenance inspection report will be made after each inspection. A copy of the report form to be completed by the inspector will be attached to the contract. The reports will be kept on site during construction and shall be available upon request to the owner, the owner's engineer or any federal, state or local agency responsible for monitoring sediment and erosion plans, or stormwater management plans. The reports shall be made and retained as part of the stormwater pollution prevention plan for at least three years from the date that the site is finally stabilized and the notice of termination is submitted. The reports shall identify any incidents of non-compliance.
- The site superintendent will select up to three individuals who will be responsible for inspections, maintenance and repair activities, and filling out the inspection and maintenance report.
- Personnel selected for inspection and maintenance responsibilities will receive training from the site superintendent. They will be trained in all the inspection and maintenance practices necessary for keeping the erosion and sediment controls used onsite in good working order.

NON-STORMWATER DISCHARGES

It is expected that the following non stormwater discharges will occur from the site during the construction period:

- Water from water line flushing
- Pavement wash waters (where no spills or leaks of toxic or hazardous materials have occurred).
- Uncontaminated groundwater (from dewatering excavation).

All non stormwater discharges will be directed to the sediment basin prior to discharge.



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

Exhibit 5

**THE HUNTERS RIDGE DEVELOPMENT OF REGIONAL IMPACT
TRANSPORTATION PROPORTIONATE SHARE AGREEMENT**

THIS TRANSPORTATION PROPORTIONATE SHARE AGREEMENT (this “Agreement”) is made this 20th day of December 2010 by and among the **Florida Department of Transportation**, an agency of the State of Florida (“FDOT” or “DEPARTMENT”) and **Hunter’s Ridge Residential Golf Properties, Inc.**, a Florida corporation (the “Applicant”), collectively referred to herein as the “Parties”.

RECITALS

A. Flagler County, Florida (the “County”) has scheduled public hearings and the Parties have entered into this Agreement anticipating the approval of the pending Application for Development Approval and proposed development order for the Hunters Ridge Development of Regional Impact (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 Phase 1 of a mixed-use project known as Hunters Ridge Development of Regional Impact (sometimes referred to herein as the “DRI” or “Project”), subject to various terms and conditions as set forth therein.

12/09/2010



C. The Development Order requires the Applicant 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 Phase 1 of the Project.

D. The Development Order sets forth certain transportation improvements (the "Transportation Improvements") to facilities under the jurisdiction of the Volusia County (the "County") and FDOT which Applicant must fund or to which Applicant must contribute in order to satisfy its requirement to mitigate the impacts that are anticipated to occur as a result of development of Phase 1 of the Project.

E. Included as part of the Transportation Improvements are certain roadway related improvements to be funded by Applicant in whole or in part or to be constructed by Applicant upon facilities under the jurisdiction of the FDOT ("FDOT Roadway Improvements"), as shown on **Exhibit "A"**.

F. The FDOT Roadway Improvements shall include improvements within the City of Ormond Beach which are to be identified pursuant to a multi-modal transportation needs study to be engaged by FDOT (the "Ormond Study"). The Ormond Study shall identify multimodal improvements to relieve congestion in the City of Ormond Beach on State Road ("S.R.") 40. Such improvements are herein referred to as the "Ormond Transportation Improvements".



G. This Agreement is intended to satisfy all of the Applicant's mitigation obligations for Phase 1 of the Project with respect to all transportation improvements under the jurisdiction of the FDOT.

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

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 Applicant is the continued authorization to develop Phase 1 of the Project, consisting of 2,243 cumulative external peak hour trips, pursuant to the Development Order, and the consideration for FDOT is the Applicant's mitigation of transportation impacts for the Project by funding transportation mitigation projects as set forth in this Agreement.

3. **FDOT Proportionate Share Amount – Roadway Segments.** The Applicant and FDOT hereby acknowledge and agree that \$8,384,348 (in 2010 dollars) (eight million, three hundred eighty four thousand, three hundred and forty eight dollars) is the proportionate share



contribution 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., identified on **Exhibit "A"**, and the Development Order for the Hunters Ridge DRI to mitigate the transportation impacts of the Hunters Ridge DRI on all State road segments through build-out of Phase 1 of the DRI provided that payment, adjusted for inflation, occurs or construction is completed consistent with the requirements of this Agreement, and subject to the other provisions of this Agreement. The FDOT Roadway Improvements and the total estimated cost of the FDOT Roadway Improvements are shown on **Exhibit "A"**. The DRI FDOT Proportionate Share is based upon build-out of Phase 1 of the project and includes direct and indirect costs of the FDOT Roadway Improvements. Applicant 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.

4. **FDOT Roadway Proportionate Share Contributions and Schedule.** Except as otherwise provided in this Agreement, the Applicant shall provide the DRI FDOT Proportionate Share contributions to FDOT in accordance with the following:

Payment 1: The Applicant shall make a payment of \$450,000 (in 2010 dollars, to be adjusted for inflation to the time of payment) to FDOT prior to the issuance of any building permits for development within the DRI that generate 629 external peak hour trips, or prior to October 1, 2013, whichever occurs earlier. The payment will be used by FDOT to fund a State Environmental Impact Report (SEIR) for the improvements of S.R. 40 from Tymber Creek Road to Williamson Blvd. In recognition that the payment date has been delayed at the request of the



Applicant, in the event that the SEIR is advanced by the FDOT or in the event that the SEIR is funded by others, the Applicant is still required to make the payment of \$450,000 (in 2010 dollars, adjusted for inflation to the time of payment) to FDOT.

Payment 2: The Applicant shall be responsible for payment of \$1,300,000 (in 2010 dollars to be adjusted for inflation to the time of payment) to FDOT prior to the issuance of any building permits for development within the DRI that generate 927 external peak hour trips, or prior to October 1, 2014, whichever occurs earlier. The payment shall be used by the FDOT to undertake the design (the "Design") of the improvement of S.R. 40 from Tymber Creek Road to Williamson Blvd. In recognition that the payment date has been delayed at the request of the Applicant, in the event that the design is advanced by the FDOT or in the event that the design is funded by others, the Applicant is still required to make the payment of \$1,300,000 (in 2010 dollars, adjusted for inflation to the time of payment) to FDOT.

Payment 3: The Applicant shall provide a payment of \$188,766 for a multi-modal analysis and improvements, including sidewalk/transit improvements for the segment of S.R. 40 between Williamson Blvd. and Nova Road. The amount of the payment, \$188,766, shall be adjusted for inflation from the date of this Agreement to the time of payment. Said payment shall be provided to FDOT no later than October 1, 2013.

All payments herein are expressed in 2010 (April) dollars and 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.

Construction: Prior to the issuance of building permits which are projected to generate 1,225 external pm peak hour trips (based on the latest edition of *Trip Generation*, published by the Institute of Transportation Engineers), the Applicant shall initiate construction of the six-laning of S.R. 40 between Tymber Creek Road and Williamson Boulevard, which shall be consistent with the Design and shall include all intersection improvements and associated signalization improvements as required by the design plans developed by the FDOT. Construction of the improvements to SR 40 shall be completed within two years of initiating construction.

In the event the Applicant seeks to delay the buildout of Phase 1 beyond December 31, 2015, the Applicant may be required to pay for the update of the design plans to standards at the time of construction. Said payment shall be made to the FDOT based on an estimate of the cost of re-design by the FDOT. If the FDOT incurs costs greater than what is estimated, the Applicant shall be obligated to provide to the FDOT the additional funds necessary to complete the design. Said payment shall be made to the FDOT within thirty days of the request by the FDOT to the Applicant.

In the event that this improvement is constructed by the FDOT or by other third parties, the Applicant shall be required to revise this proportionate share agreement.



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

(a) The parties acknowledge that the list of improvements described and included in the FDOT Roadway Improvements and described in **Exhibit "A"** and to be identified by the FDOT as the Ormond Transportation Improvements have not been approved by FDOT through the planning, design and permitting processes. Construction will occur subsequent to approval of Plans and Specifications as set forth in this Agreement. Any minor conflict between the improvements described and included in **Exhibit "A"** and FDOT standards will be resolved through the planning, design and permitting processes of FDOT. If FDOT identifies a major conflict between the FDOT Roadway improvements described herein and included in **Exhibit "A"** and FDOT standards, FDOT and the Applicant agree to meet within twenty (20) days to attempt to resolve the conflict, and resolution may include an amendment to this Agreement. All work towards undertaking and completing the FDOT Roadway Improvements that are on or connecting to the State Highway System shall be undertaken and completed in strict accordance with the Terms and Conditions attached hereto at **Exhibit "B"**.

(b) By satisfaction of its obligations under this Agreement, the Applicant 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 Phase 1 of the Project;



(c) By satisfaction of its obligations under this Agreement, the Applicant shall be entitled under Section 380.06, Florida Statutes, Section 163.3180(12), Florida Statutes and Rule 9J-2, F.A.C., to fully and completely develop Phase 1 of the Project with no further requirements related to transportation improvements to state roadways and state maintained intersections under the jurisdiction of the FDOT; and

(d) Within thirty (30) working days of FDOT's acceptance of contractor's completion of the FDOT Roadway Improvements, FDOT will issue a letter to the Applicant verifying satisfactory completion of FDOT Roadway Improvements per this Agreement.

6. **Eminent Domain.** If requested by Applicant, FDOT agrees to consider the use of its power of eminent domain that may be necessary to acquire any right-of-way on the State Highway System from third parties for construction of the FDOT Roadway Improvements. The Department's decision as to the exercise of the power of eminent domain shall be made within sixty (60) days from request by the Applicant. In the event the Department decides and agrees to exercise the power of eminent domain and to condemn the property necessary to accomplish storm water improvements that are on the State Highway System, all costs of obtaining such right-of-way for storm water (whether to be paid to the landowners of lands acquired, consultants, expert witnesses, court costs or outside attorneys' fees) shall be borne by the Applicant. In this event, the Applicant shall enter into an agreement with the Department whereby the funds necessary to accomplish the taking of property are deposited with the Department prior to any use or initiation of the exercise of the power of eminent domain.



Nothing herein shall be deemed to require or to compel the Department's exercise of the power of eminent domain.

7. **Competitive Bidding.** The parties acknowledge and agree that, pursuant to Section 380.06(15)(d)(4), Florida Statutes, the Applicant, its construction contractor, or the CEI Firm, is not required to utilize the competitive bidding or negotiating procedures for selection of a contractor or design professional for any part of the construction or design of the FDOT Roadway Improvements. In the event said statute is modified or repealed, the parties acknowledge and agree that the law, as changes, will apply and the parties shall be bound thereto.

8. **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.

9. **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.

10. **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.

11. **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).

FDOT:

Attention: _____

Applicant:

Attention: _____

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



13. **Successors and Assigns Bound.** Upon written approval by the FDOT, the Applicant may assign its rights and responsibilities 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 hereto, including any successor in title to the Applicant to all or any part of the Property. Upon assumption of the obligations under this Agreement by an assignee, Applicant shall be released from any obligations hereunder.

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

15. **Effective Date and Tolling.** This Agreement shall become effective upon the date it is executed by the last party to it and the Development Order necessary for its implementation is effective. If the Development Order is tolled for a period of time pursuant to Section 380.06(19)(c), Florida Statutes, the obligations under this Agreement shall be tolled for the same period of time with the exception of inflation adjustments applied to costs in 2010 dollars which will be adjusted to reflect dollars at the time of payment.

16. **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.

17. **Public Records.** The Applicant shall allow public access to all documents, papers, letters, or other material subject to the provision of Chapter 119, Florida Statutes.



[This Space Left Blank Intentionally]

FCC RD

A handwritten signature in black ink, appearing to be 'SM' followed by a horizontal line.

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

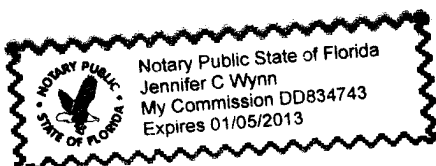
Jennifer Wynn
Printed Name: Jennifer Wynn

By: Noranne Downes
Name: Noranne Downes
Title: District Secretary
Date: 12-20-10

Kerry Marchese
Printed Name: Kerry Marchese

STATE OF FLORIDA
COUNTY OF Volusia

The foregoing instrument was acknowledged before me this 20th day of December 2010 by Noranne Downes, 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: [Signature]
Date: 12-20-10

[Signature]

Witness:

Rick Perkinson

Printed Name: Rick Perkinson

Samuel J. Merritt, Jr.

Printed Name: SAMUEL J. MERRITT, JR.

Hunter's Ridge Residential Golf Properties, Inc., a Florida corporation

By: ALLAN FEKER

Name: ALLAN FEKER

Title: president

Date: 17 Dec 2010

STATE OF FLORIDA
COUNTY OF Volusia

The foregoing instrument was acknowledged before me this 17th day of Dec, 2010
by Allan Feker, as President, on behalf of
HRRGPI, LLC. He/she did ☒ did not take oath.

Lynde Hancock Russell
(Notary Signature)

Print Name: Lynde Hancock Russell

Notary Public-State of FL

Commission No.: DD925858

My Commission Expires: 9/16/2013

Personally Known ☒

or Produced I.D.

[check on of the above]

Type of Identification Produced

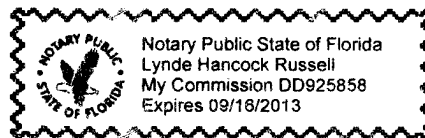


Exhibit List

- A. FDOT Proportionate Share and Roadway Improvements
- B. Terms and Conditions of Construction

FCC RD



EXHIBIT "A"
HUNTERS RIDGE DRI
PHASE I FDOT PROPORTIONATE SHARE CALCULATION AND ROADWAY IMPROVEMENTS

[Handwritten Signature]

SR 40 (W. Granada Blvd)	Tymer Creek Rd to I-95 (SR 9) SB Ramps	FDOT	0.77	1,890	706' Widen to 6 lanes		2,860	\$0	\$4,671,374 [1]	\$1,117,843	\$5,589,217	72.74%	\$4,065,493
SR 40 (W. Granada Blvd)	I-95 (SR 9) SB Ramps to I-95 (SR 9) NB Ramps	FDOT	0.10	1,960	546' Widen to 6 lanes		2,940	\$0	\$381,089 [2]	\$95,272	\$476,362	55.74%	\$265,518
SR 40 (W. Granada Blvd)	I-95 (SR 9) NB Ramps to Williamson Blvd	FDOT	0.14	1,960	410' Widen to 6 lanes		2,940	\$0	\$333,525 [2]	\$133,381	\$666,906	41.80%	\$278,794
SR 40 (W. Granada Blvd)	Williamson Blvd to Clyde Morris Blvd	Onond Beach	1.35	1,960	239' Widen to 6 lanes		2,940	\$0	\$5,099,820 [3]	\$1,274,955	\$6,374,775	24.39%	\$1,554,534
SR 40 (W. Granada Blvd)	Clyde Morris Blvd to SR 5A (Nova Rd)	Onond Beach	1.05	1,960	171' Widen to 6 lanes		2,940	\$0	\$3,966,527 [3]	\$991,632	\$4,958,158	17.42%	\$883,630
Hand Ave	Clyde Morris Blvd to Shangri La Dr	Volusia County	0.72	792	46' Widen to 4 lanes		1,764	\$0	\$1,170,478 [4]	\$292,620	\$1,463,098	4.68%	\$68,519
Williamson Blvd	Hand Ave to Stockland Range Rd	Volusia County	1.12	792	125' Widen to 4 lanes		1,764	\$0.00	\$5,436,893 [5]	Funded	\$5,436,893	12.88%	\$700,196
Williamson Blvd	Stockland Range Rd to I-95A Blvd	Volusia County	0.94	792	125' Widen to 4 lanes		1,764	\$0.00	\$4,563,107 [5]	Funded	\$4,563,107	12.88%	\$587,664
										Totals:	\$19,529,516		\$8,384,349

SR 40 (W. Granada Blvd)	Tymer Creek Rd	I-95 (SR 9) SB Ramps	\$6,732,485	\$450,000 Payment for SEIR, \$1,300,000 Payment for Design, Construction of SR 40 to a 6-Lane Facility from Tymer Creek Road to Williamson Boulevard
SR 40 (W. Granada Blvd)	I-95 (SR 9) SB Ramps	I-95 (SR 9) NB Ramps		
SR 40 (W. Granada Blvd)	I-95 (SR 9) NB Ramps	Williamson Blvd		
SR 40 (W. Granada Blvd)	Williamson Blvd	Clyde Morris Blvd	\$188,766	Payment for multi-modal analysis and improvements
SR 40 (W. Granada Blvd)	Clyde Morris Blvd	SR 5A (Nova Rd)		
Hand Ave	Clyde Morris Blvd	Shangri La Dr	\$1,463,098	Developer to Complete Construction of Hand Ave as a 4-lane facility
Total			\$8,384,349	

EXHIBIT "B"
HUNTERS RIDGE DRI
TERMS AND CONDITIONS OF CONSTRUCTION

1. The APPLICANT is authorized, subject to the conditions set forth herein, to enter DEPARTMENT right-of-way to perform all activities necessary for the construction of the FDOT Roadway Improvements (as described more fully in the Agreement). The FDOT Roadway Improvements shall be constructed in accordance with construction plans and specifications to be approved by the DEPARTMENT and consistent with the requirements of the DEPARTMENT. The plans shall include an appropriate plan for maintenance of traffic. Should any significant (as defined by §4-3 of Standard Specifications for Road and Bridge Construction, 2010, and as amended from time to time) changes to the plans be required during construction of the FDOT Roadway Improvements, the APPLICANT shall be required to notify the DEPARTMENT of the changes and receive approval from the DEPARTMENT prior to the changes being constructed. The DEPARTMENT reserves the right to adjust the plans to meet the requirements of permits. The APPLICANT shall be responsible to maintain the area of the FDOT Roadway Improvements at all times during construction of the FDOT Roadway Improvements. All payment and performance bonds shall name the DEPARTMENT as an additional obligee. All warranties on any product or material used in construction of said FDOT Roadway Improvements shall be in favor of the DEPARTMENT. The APPLICANT shall assure that the Engineer of Record shall perform all necessary post-design services that may be required for the FDOT Roadway Improvements.

2. The APPLICANT shall have the affirmative responsibility to locate all existing utilities, both aerial and underground and that all utility locations shall be represented on the



construction plans. All utility conflicts shall be fully resolved directly with the applicable utility. The APPLICANT shall be obligated to design around any utility installation for which the conflict cannot be resolved. Said utility work shall be deemed to be undertaken on behalf of and for the benefit of the DEPARTMENT and the APPLICANT shall assure that utility work schedules are obtained for the FDOT Roadway Improvements.

3. The work performed pursuant to this Agreement may require authorization under the Clean Water Act, by the U.S. Environmental Protection Agency for Storm Water Discharges from construction sites. The APPLICANT is responsible for obtaining the National Pollutant Discharge Elimination System Permit and all other necessary permits for construction of the FDOT Roadway Improvements. When applicable, such permits will be processed in the name of the DEPARTMENT; however, in such event, the APPLICANT will comply with all terms and conditions of such permit in construction of the subject facilities.

4. It is expressly agreed by the parties that this Agreement creates a permissive use only and that neither the granting of the permission herein to use DEPARTMENT and/or LOCAL GOVERNMENT right-of-way nor the placing of facilities upon DEPARTMENT and/or LOCAL GOVERNMENT land shall operate to create or vest any property right in the APPLICANT except as otherwise provided in separate agreements.

5. The DEPARTMENT shall appoint and authorize a single individual to serve as the DEPARTMENT'S representative to coordinate and manage the DEPARTMENT review of APPLICANT activities pursuant to this Agreement. The APPLICANT shall provide a current



construction schedule to the DEPARTMENT'S representative and shall notify the representative at least 48 hours in advance of starting proposed work and again immediately upon completion of work.

6. The APPLICANT shall utilize only a DEPARTMENT prequalified prime contractor for the FDOT Roadway Improvements.

7. The APPLICANT shall hire a DEPARTMENT qualified CEI firm to perform Verification Testing in accord with the 2010 Standard Specifications for Road and Bridge Construction, and as amended from time to time. The DEPARTMENT shall have the right, but not the obligation, to perform independent testing from time to time during the course of construction of the FDOT Roadway Improvements. The CEI firm shall not be the same firm as that of the Engineer of Record for the FDOT Roadway Improvements.

8. The APPLICANT shall require the APPLICANT'S contractor to post a bond in accordance with Section 337.18, Florida Statutes.

9. The APPLICANT shall not modify the intent of the design plans or the maintenance of traffic concept without appropriate submission by the Engineer of Record (the "Engineer") and approval by the DEPARTMENT. Provided, however, in the event of an emergency, the APPLICANT shall immediately make any necessary changes and notify the DEPARTMENT and the Engineer of Record after the modifications.



10. The DEPARTMENT may request and shall be granted a conference with the APPLICANT and at the APPLICANT'S option, the APPLICANT'S CEI firm, to discuss any part of the FDOT Roadway Improvements activities that the DEPARTMENT determines to be inconsistent with the approved design plans and specifications. The APPLICANT will monitor the corrective action and provide the DEPARTMENT status reports at such intervals as are reasonable, based on the corrective action undertaken, and the DEPARTMENT may, but is not obligated to, review independently the progress of the corrective action. Provided however, if the DEPARTMENT determines a condition exists which threatens the public's safety, the DEPARTMENT may, at its discretion, issue an immediate stop work order.

11. The APPLICANT shall have the continuous obligation to monitor the maintenance of traffic and construction operation during the course of the FDOT Roadway Improvements so that the safe and efficient movement of the traveling public is maintained. The APPLICANT is further obligated to make such changes to the maintenance of traffic plans as may be necessary. During construction, the APPLICANT shall take measures, including the placing and display of safety devices that are necessary in order to safely conduct the public through the FDOT Roadway Improvements area in accordance with the latest and current version of the Federal Highway Administration Manual on Uniform Traffic Control Devices for Streets and Highways, and the DEPARTMENT'S 2010 Standard Specifications for Road and Bridge construction and the DEPARTMENT'S 2010 Roadway and Traffic Design Standards, and as those sources may be amended from time to time. The APPLICANT may assign the responsibility of this paragraph to the Contractor or its' CEI for the construction of the FDOT Roadway Improvements.



12. Prior to the FDOT Roadway Improvements bidding, the APPLICANT shall provide a FDOT Roadway Improvements schedule that includes, at a minimum, the date the FDOT Roadway Improvements will be advertised for bid, the bid opening date, the award date and the date of the preconstruction conference.

13. It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the DEPARTMENT'S right, title and interest in the land to be entered upon and used by the APPLICANT. Any additional right or privilege required to undertake and to complete construction of the FDOT Roadway Improvements shall be secured by the APPLICANT.

14. Upon completion of the work in accord with the Plans, the APPLICANT shall furnish a set of "as-built" plans certified by the Engineer of Record/CEI that the necessary improvements have been completed in accordance with the Plans as the same may be modified in accord with the terms of this Agreement. This certification shall include a statement that necessary inspections, tests, and physical measurements have been made, and that all materials entering into the work conform to the Plans, conform to the applicable specifications contained in the Standard Specifications for Road and Bridge Construction, 2010 edition as amended, or otherwise conform to or meet generally accepted professional practices. Additionally, the APPLICANT shall assure that all post construction survey monumentation required by Florida Statutes is completed and evidence of such is provided to the DEPARTMENT in a manner acceptable to the DEPARTMENT. Upon acceptance of right-of-way documents, then the



FDOT Roadway Improvements shall be deemed accepted by and turned over to the DEPARTMENT.

15. In the event contaminated soil is encountered by the APPLICANT or anyone within the DEPARTMENT right of way, the APPLICANT shall immediately cease work and notify the DEPARTMENT. The DEPARTMENT shall coordinate with the appropriate agencies and notify the APPLICANT of any required action related thereto.

16. Construction of the FDOT Roadway Improvements will not commence until the DEPARTMENT has approved the construction plans and specifications as provided for in Paragraph 1 and all required right-of-way has been properly obtained and certified (if applicable) as such by the DEPARTMENT's Right of Way Manager.

17. If applicable, the APPLICANT shall assure that load ratings are submitted on any vehicular bridge prior to the final submission of the structure plans for DEPARTMENT review. Structures shall not be opened to traffic until a signed and sealed final bridge load rating that meets the Florida legal loads standard is complete.

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Exhibit 6

EXHIBIT "B-B"

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1735
VOLUSIA CO., FL

002

STATE OF FLORIDA
DIVISION OF ADMINISTRATIVE HEARINGS

FLORIDA-GEORGIA VENTURE GROUP,

Petitioner,

vs.

CASE NO. 90-3409DRI

CITY OF ORMOND BEACH,

Respondent,

and

EAST CENTRAL FLORIDA REGIONAL
PLANNING COUNCIL, FLORIDA
AUDUBON SOCIETY, CITIZENS OF
ORMOND BEACH, INC. and THE
DEPARTMENT OF COMMUNITY AFFAIRS

Intervenors.

NORTHEAST FLORIDA REGIONAL
PLANNING COUNCIL and THE
DEPARTMENT OF COMMUNITY AFFAIRS,

Petitioners,

vs.

CASE NO. 90-3410DRI

FLAGLER COUNTY COMMISSION and
FLORIDA-GEORGIA VENTURE GROUP,

Respondents,

and

FLORIDA AUDUBON SOCIETY and
ANNIE JOHNSON AND THE FLAGLER
CITIZENS FOR AFFORDABLE
HOUSING,

Intervenors.

JOINT STIPULATION OF THE FLORIDA AUDUBON SOCIETY, FLORIDA
GEORGIA VENTURE GROUP, FLAGLER COUNTY, AND CITY OF ORMOND BEACH

SM

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VOLUSIA CO., FL

0003

Intervenor, Florida Audubon Society, and Petitioner/Respondent Florida Georgia Venture Group, Flagler County, and the City of Ormond Beach hereby stipulate that the entry of a Recommended Order in this proceeding approving the development of regional impact applications of Florida Georgia Venture Group in both the City of Ormond Beach and Flagler County would satisfactorily resolve issues concerning wetlands, wildlife habitat, and endangered species, provided that:

1. The developer removes from development and agrees to convey the lands identified as parcels "A" and "B" on Exhibit A an undivided one half interest in parcels "A" and "B" to the St. Johns River Water Management District and an undivided one half interest to Flagler County for those portions of parcels "A" and "B" located within Flagler County, and an undivided one half interest to the City of Ormond Beach for those portions of Parcels "A" and "B" located within the City of Ormond Beach, subject to the following:

(a) Conveyance of Parcel A shall be by Fee Simple Warranty Deed.

(b) Conveyance of Parcel B shall be by Fee Simple Warranty Deed, reserving to the grantor and its heirs, successors and assigns certain specified timber interests, equestrian use rights, and hunting interests, as further specified below.

2. The above conveyances shall be subject to the following specific deed restrictions:

(a) The use and management of the lands conveyed shall be exclusively for the maintenance, preservation, and restoration of the native upland and wetland ecosystems historically existent on the property and use for compatible environmental education activities and passive recreational activities. No use for any purpose other than those specified above shall be permitted. Any development activities, waste disposal, excavation,



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VOLUSIA CO., FL

filling, well drilling, construction, (other than the excavation and filling necessary to restore the natural hydroperiod of the area and limited construction of environmental education facilities such as nature trails and boardwalks) shall be strictly prohibited. Passive Recreation, as used herein shall mean hiking, birdwatching, nature study, fishing, and like activities that do not require the construction of facilities otherwise prohibited by the conservation easement. The use, or possession of off road vehicles, such as all terrain motorcycles, swamp or dune buggies by members of the public will be strictly prohibited on the property. Hunting shall be prohibited, except as specified in Paragraph 5 below. The Florida Audubon Society, a Florida non-profit corporation, shall have standing to enforce the provisions of these deed restrictions, and said fact shall be incorporated in the conveyance of the property in parcels "A" and "B" as provided in Paragraph 1 of this stipulation.

3. Florida Georgia Venture Group agrees to conduct, as may be permitted by the future owners of the property as specified in paragraph (1) above, and at its expense with regard to the use of manpower and equipment, certain environmental restoration activities necessary to reestablish a more natural hydroperiod in parcels "A" and "B" above. The objective of this restoration shall be the elimination of drainage provided by all of the ditches that have been constructed through parcels "A" and "B" as described above. This program will include installation of water control structures in existing ditches, including, without limitation the Hull Cypress Swamp Ditch, so that the current overdrainage of the area is reversed. Within 6 months of the final action by the Land and Water Adjudicatory Commission on this appeal, or within 6 months of the issuance of a Development Order by the City of Ormond Beach or Flagler County for

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VOLUSIA CO., FL

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the Hunters Ridge Project, or any portion thereof, (whichever occurs later) Florida Georgia shall complete; in cooperation with the St. Johns River Water Management District, and as may be permitted by the future owners of the property as specified in Paragraph 1 above, a plan for the restoration of the natural hydroperiod in the above described area. Within one year subsequent to the completion of this plan, the construction elements of the plan shall be completed by Florida Georgia, in cooperation with the St. Johns River Water Management District as may be permitted by the future property owners as specified in Paragraph 1 above. Florida Georgia agrees that it will provide at its own expense, manpower and earthmoving machinery to plug ditches, breach levees or fill berms, and all other physical earth moving work necessary to implement the restoration plan developed in conjunction with the St. Johns River Water Management District. This plan, generally, shall:

(a) Provide for the plugging, or installation of water control structures in the Hull Cypress Swamp Ditch, to restore the hydroperiod of the Hull Cypress Swamp.

(b) Provide for gaps in the fill berm along the Hull Cypress Swamp Ditch to reflood the wetland strand that exists parallel to the ditch, and divert the flow of the ditch through the wetland area in the strand adjacent to the ditch.

(c) Plug, or install water control structures in all other manmade canals or ditches on the property as may be necessary to restore the historical hydroperiod.

Any delay in the authorization of work to restore the hydroperiod beyond the time frames specified above that may be occasioned by the future landowners, environmental permitting requirements, or other unforeseen



N Y F P A.

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VOLUSIA CO., FL

events shall not relieve Florida Georgia of the obligation to provide manpower and earthmoving equipment to conduct the work specified above.

4. The timber interests retained by Florida Georgia and its heirs, successors and assigns in Parcel "B" shall be for limited silvicultural purposes relative to the harvest of pine trees. It is anticipated, and Florida Georgia agrees, that the hydroperiod restoration required under this stipulation will result in major portions of Parcel "B" undergoing transition to a wetland state that will no longer facilitate the cultivation and harvest of pine. Florida Georgia may continue to exercise pine timber management and harvest on the property once the natural hydroperiod is restored, under a plan acceptable to the St. Johns River Water Management District, Flagler County, and the City of Ormond Beach which is designed to limit pine silvicultural practices to only those compatible with the restored hydroperiod of the area, and which provide a maximization of wildlife benefits, as determined by the St. Johns River Water Management District.

5. Florida Georgia, its heirs, successors and assigns shall retain the right to (in a manner approved by the St. Johns River Water Management District), to conduct equestrian activities on the lands conveyed to the district. The hunting rights to the property shall be retained by Florida Georgia, its heirs, successors, and assigns, for deer and feral hogs only.

6. Florida Georgia and its heirs, successors and assigns shall be entitled to claim "Mitigation Credits" for the hydroperiod restoration work required by Paragraph 3 above to offset any mitigation requirement arising from the construction of the Hunters Ridge Development, including both those phases authorized by the development orders issued as a result of this proceeding, and any future substantial deviation that is specified in

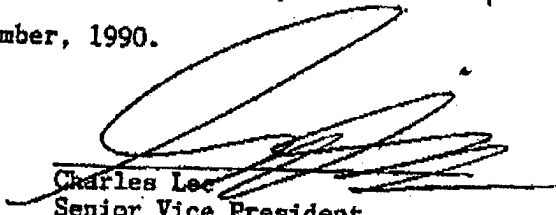
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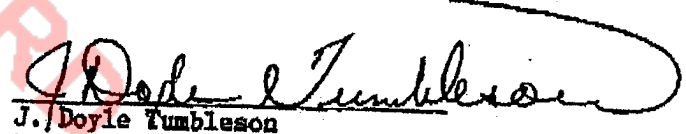
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VOLUSIA CO., FL

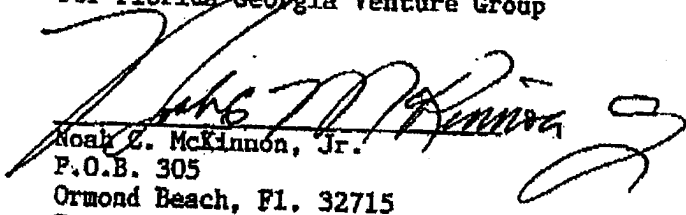
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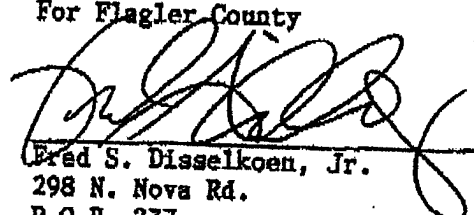
this proceeding. Said mitigation credits shall be available to Florida Georgia provided that such credits are acceptable to the various state and federal regulatory agencies that are not parties to this proceeding. Said credits shall only be applicable on an acre per acre basis within the City of Ormond Beach, and Flagler County, respectively, as to future approvals of substantial deviations, and credits obtained within the jurisdiction of one local government shall not transfer to the other, unless otherwise provided by law.

Dated this 6th day of December, 1990.


Charles Lee
Senior Vice President
Florida Audubon Society
1101 Audubon Way
Maitland, Fl. 32751
(305) 647-2615


J. Doyle Tumbleson
Kinsey Vincent Pyle Professional
Association
150 S. Palmetto Ave.
Daytona Beach, Fl. 32114
For Florida Georgia Venture Group


Noah C. McKinnon, Jr.
P.O.B. 305
Ormond Beach, Fl. 32715
For Flagler County


Fred S. Disselkoen, Jr.
298 N. Nova Rd.
P.O.B. 277
Ormond Beach, Fl. 32175
For City of Ormond Beach



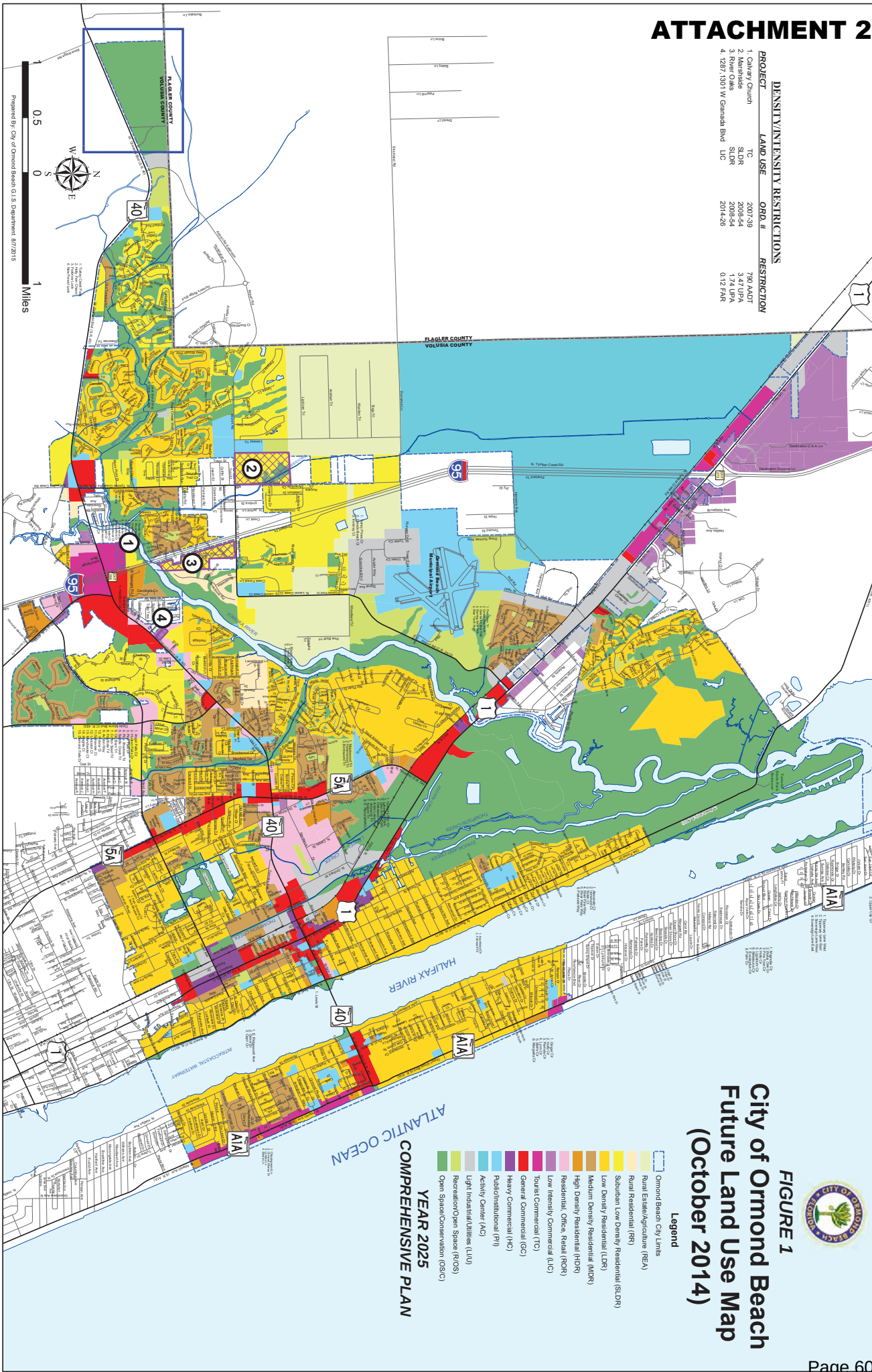
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3696 1741
VOLUSIA CO., FL

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy of the foregoing has been provided by U.S. Mail to the following this 6th day of December, 1990: J. Doyle Tumbleson, 150 S. Palmetto Ave. BOX A, Daytona Beach, Fl. 32114; Fred S. Disselkoen, Jr. City of Ormond Beach, POB 277, Ormond Beach, Fl. 32175-0277; Gerald S. Livingston, P.O.B. 2151, Orlando, Fl. 32802; Timothy Keyser, POB 92, Interlachen, Fl. 32148; Jonathan Hewett, Central Florida Legal Services, 216 S. 6th St. Palatka, Fl. 32177; Julia Johnson, David Russ, David Jordan, and Steven Pfeiffer, Office of General Counsel, Department of Community Affairs, 2740 Centerview Dr. Tallahassee, Fl. 32399-2100; Linda Loomis Shelley, 902 North Gadsden St. Tallahassee, Fl. 32303; and Noah McKinnon, 595 West Granada Blvd. Ormond Beach, Fl. 32075


Charles Lee

DENSITY/INTENSITY RESTRICTIONS			
PROJECT	LAND USE	ORO #	RESTRICTION
1. Calvary Church	TC	2007-39	70% AADT
2. Merastide	SLDR	2008-54	3.47 UPA
3. River Oaks	SLDR	2008-54	1.74 UPA
4. 1287, 1301 W Granada Blvd	LIC	2014-26	0.12 FAR



FUTURE LAND USE ELEMENT GOALS OBJECTIVES AND POLICIES

OBJECTIVE 1.5. RECREATION/OPEN SPACE

The City shall acquire or dedicate lands for the provision or expansion of active recreation facilities to meet the existing and future needs of the population, as determined in Capital Improvements Element.

POLICY 1.5.1.

The recreation impact fee rebate program should be continued to offset the recreation and open space impacts of new development.

POLICY 1.5.2.

The City shall upgrade existing facilities when needed to assure that they provide for adequate active recreation opportunities.

OBJECTIVE 1.6. OPEN SPACE/CONSERVATION USE

The City shall acquire or dedicate lands to ensure their protection where there are environmental assets that shall be preserved, as well as providing community access and/or recreation opportunities/value to the community.

POLICY 1.6.1.

The City shall upgrade existing City-owned parks when, as financially feasible, to assure that they provide for adequate access to passive recreation areas.

POLICY 1.6.2.

The City shall maintain a zoning category to assure protection of open space/conservation uses entitled: “Special Environmental District” (SE). The following criteria shall apply to the implementation of this Policy:

- The SE district applies to all Department of Environmental Protection or Army Corps of Engineers jurisdictional wetland lines. This area includes mosquito impoundment districts.
- The SE district applies to environmentally sensitive areas designated for public acquisition and protection or areas currently in public ownership which should be subject to open space and conservation type land uses.

POLICY 1.6.3.

Project existing agricultural lands by allowing existing agricultural operations to continue; rezoning of these lands should not occur unless requested by property owners.

FUTURE LAND USE ELEMENT GOALS OBJECTIVES AND POLICIES

POLICY 1.6.4.

Encourage retention of natural vegetation and use of native plant species in all projects in order to reduce irrigation needs and minimize vegetation loss during deep freeze periods, protect wildlife habitat areas, and provide suitable natural open space areas in the urban environment.

POLICY 1.6.5.

The City shall continually consider the acquisition of sensitive lands in the US 1 North corridor and in the flood prone area south of Granada Boulevard that are shown in the Future Land Use Map as Open Space/Conservation for passive open space use. Environmentally sensitive areas as defined in Policy 4.1.1. of this Element with an underlying land use in the Land Use Element are to be carefully monitored for on and off-site environmental impacts during the site plan review process.

OBJECTIVE 1.7 ACTIVITY CENTERS

The City of Ormond Beach establishes the “Activity Center” land use classification to encourage the development of master planned, mixed-use developments that serve as a catalyst for economic development opportunities and provide for balanced, integrated communities.

POLICY 1.7.1.

The application of the Activity Center land use designation shall be limited to properties with minimum area of 2,000 acres that are under single ownership. A Development of Regional Impact or rezoning to Planned Development shall be required of all properties designated as “Activity Center” on the Future Land Use Map. The Florida Community Renewal Act of 2009 identified that property owners can decide to not participate in the DRI process if the project is located a Dense Urban Land Areas (DULA’s). The City is a DULA, as so designated by the Florida Department of Community Affairs in July 2009. To ensure that there is a coordinated and integrated development, all property designated as “Activity Center” shall be required to have a zoning classification of “Planned Development.” The City shall not use the “Activity Center” land use to prematurely develop lands in a fashion that encourages sprawl. Sprawl shall be identified by the following conditions:

1. Promotes, allows or designates for development substantial areas of the jurisdiction to develop as low-intensity, low density or single-use development or uses in excess of the demonstrated need.
2. Fails to maximize use of existing and future public facilities and services.
3. As a result of premature or poorly planned conversion of rural land to other uses, fails to adequately protect and conserve natural resources, such as wetlands, floodplains, native vegetation, environmentally sensitive areas, natural

Planning and Zoning

1769 E. Moody Blvd Bldg 2
Suite 105
Bunnell, FL 32110



**FLAGLER
COUNTY**
FLORIDA

www.flaglercounty.org

Phone: (386)313-4009

Fax: (386)313-4109

BY CERTIFIED MAIL 7015 0640 0005 0341 6554

November 16, 2016

Kim C. Booker
US Capital Alliance, LLC
US Capital HR, LLC
1019 Town Center Drive
Orange City, FL 32763

RE: NOTIFICATION OF CONSIDERATION OF ORDER TO RESCIND
NOTICE OF NONCOMPLIANCE PURSUANT TO FLORIDA STATUTE 380.06
HUNTER'S RIDGE DEVELOPMENT OF REGIONAL IMPACT (DRI)

Dear Ms. Booker:

This letter serves as notification of a public hearing before the Flagler County Board of County Commissioners (BOCC) to consider rescinding the *Notice of Noncompliance Pursuant to Florida Statute 380.06* for the Hunter's Ridge Development of Regional Impact (DRI). This public hearing will be held on December 5, 2016 at 9:30 a.m. or as soon thereafter as the matter may be heard. The meeting will take place in the County Commission Chambers within the County's Government Services Building located at 1769 East Moody Boulevard, Building #2, in Bunnell, Florida.

As you are aware, the Flagler County portion of the Hunter's Ridge development is currently implemented through the Development Order recorded on February 1, 2011 at Official Records Book 1803, Page 648, Public Records of Flagler County, Florida. In 2012, Flagler County staff conducted a review of the project and determined that the Developer had failed to comply with significant obligations set forth in the Development Order and, further, that the noncompliance had occurred over an extended period of time. On August 21, 2012, the BOCC issued the *Notice of Noncompliance Pursuant to Florida Statute 380.06*, recorded at Official Records Book 1888, Page 1208, Public Records of Flagler County, Florida, which suspended issuance of permits or approvals or extensions of services within the area of Hunter's Ridge outside of Phase 1A.

The purpose of the public hearing is to provide the BOCC with an opportunity to evaluate the status of each of the noncompliance issues and to determine whether the items have been resolved, or can be resolved through additional actions and agreements by and between the parties. In the event a determination is made that the noncompliance issues have been resolved, an Order will be entered by the BOCC to rescind the *Notice of Noncompliance*. Copies of the staff report and associated documents related to this matter will be available in advance

District 1
Charles Ericksen, Jr.

District 2
Frank Meeker

District 3
Barbara Revels

District 4
Nate McLaughlin

District 5
George Hanns

of the public hearing at the County Administration office on the 3rd Floor of the County's Government Services Building at 1769 East Moody Boulevard in Bunnell.

A copy of this letter is being provided to interested parties so that they may comment on these matters should they desire to do so. Written comments may be submitted prior to the public hearing by U.S. Mail or facsimile transmission directed to the letterhead address or fax number listed above, or by e-mail at amengel@flaglercounty.org.

Should you have any questions regarding this matter, please do not hesitate to contact me.

Sincerely,



Adam Mengel, AICP
Planning Director

Attachment

cc: Craig Coffey, County Administrator
Al Hadeed, County Attorney
US Capital Alliance, LLC
US Capital HR, LLC
Hunter's Ridge Golf Company, Inc.
Hunter's Ridge Loan Group, LLC
Hunter's Ridge Residential Golf Properties, Inc.
Hunter's Ridge Timber Company, Inc.
Plum Creek Timberlands, LP
Southeast Carbon Management, LLC
BADC Huntington Communities, LLC (owner within Phase 1A)
Ernest R. and Delores V. Barclay (owner within Phase 1A)
Robert and Heather Caliendo (owner within Phase 1A)
Anthony and Shannon Campana (owner within Phase 1A)
City of Ormond Beach (owner within Phase 1A)
Al and Marilou Cook (owner within Phase 1A)
Michael and Melissa DeBusk, Trustees (owner within Phase 1A)
Anthony T. Dinizo, Jr., and Helene C. Dinizo (owner within Phase 1A)
John J. and Katherine D. Dockery (owner within Phase 1A)
Flagler County Board of County Commissioners (owner within Phase 1A)
Timothy J. and Ginette Foli (owner within Phase 1A)
Gallery Homes of DeLand, Inc. (owner within Phase 1A)
Janet Haydok (owner within Phase 1A)
James Lee Hodak, Sr., and Carol L. Hodak (owner within Phase 1A)

Letter to Ms. Kim C. Booker
RE: Notification of Consideration of Order to Rescind
November 16, 2016
Page 3

cc (continued):

David L. and Elaine K. Hoehn (owner within Phase 1A)
Hunters Ridge Homeowners Association of East Florida, Inc. (owner within Phase 1A)
Evan and Stephanie Jones (owner within Phase 1A)
Joel Daniel and Georgette King (owner within Phase 1A)
Neal and Carly Krajewski (owner within Phase 1A)
Landon Homes, LLC (owner within Phase 1A)
S & T Development of Volusia (owner within Phase 1A)
Dong P. and Hao Hguyen Tran (owner within Phase 1A)
TRG CFG Project II, LLC (owner within Phase 1A)
Vanacore Homes, Inc. (owner within Phase 1A)
Vintage Estate Homes, LLC (owner within Phase 1A)
Stigbea and Elizabeth White (owner within Phase 1A)
Ronald F. and Tracey L. Yoder (owner within Phase 1A)
James J. and Elizabeth A. Ziebarth (owner within Phase 1A)
Ric Goss, City of Ormond Beach
Clay Ervin, Volusia County
Superintendent Jacob Oliva, Flagler County School District
Geoff Sample, St. Johns River Water Management District
Donna Harris, Florida Department of Economic Opportunity
Ed Preston, Northeast Florida Regional Council
Hope Goeman, Florida Department of Transportation

Instrument No: 2017015820 5/4/2017 1:52 PM BK: 2203 PG: 529 PAGES: 5 DOCTAX PD \$0.70

RECORDED IN THE OFFICIAL RECORDS OF Tom Bexley, Clerk of the Circuit Court & Comptroller Flagler, FL

40 GRADE
GRANT OF EASEMENT

THIS INDENTURE, made this 24 day of April, 2017, by and between U.S. Capital Alliance, LLC, a Florida limited liability company, whose address is 880 Airport Road, Suite 113, Ormond Beach, Florida 32174 (hereinafter referred to as "Grantor") and FLAGLER COUNTY, FLORIDA a political subdivision of the State of Florida (hereinafter referred to as "Grantee").

WHEREAS, the Grantor is seized in fee simple and in possession of lands across the Westerly 60 feet of Sections 16 and 21, Township 14 South, Range 31 East, Flagler County, Florida, and the Westerly 60 feet of Section 28, Township 14 South, Range 31 East, Volusia County, Florida lying North of State Road 40 and that particular portion of it described below; and

WHEREAS, the Grantee is seized in fee simple of a parcel of land contiguous to the land of Grantor; and

WHEREAS, Grantee desires to acquire a certain easement ("Easement") over a portion of Grantor's property, which is also subject to other third party easements; and

WHEREAS, Grantor has agreed for the sum of \$10.00 and other good and valuable consideration to convey to Grantee and all other persons claiming by, through or under Grantee, or any of them, their predecessors in title or their heirs, assigns, or legal representatives, an easement or right of way over the land described below, for the purposes and in the manner expressed below; and

WHEREAS, Grantor is obligated to convey to Grantee said Easement pursuant to the Hunter's Ridge DRI Development Order as approved by Grantee on November 15, 2010 (the "DRI Development Order").

NOW, THEREFORE, the Grantor grants unto the Grantee, its heirs and assigns, a perpetual 60 foot wide easement over the existing roadway commonly known as "40 Grade", from State Road 40, northward to its terminus at Strickland Road/Durrance Lane, with full and free right and liberty for them and their tenants, servants, visitors and licensees, at all times hereafter, for all purposes connected with the use and enjoyment of the land of the Grantee for whatever purpose the land from time to time lawfully may be used and enjoyed, to pass and repass along the provided roadway or roadways, to improve and maintain the roadway and install associated improvements, and to install utilities lines on or under the Easement.

This Grant of Easement shall be subject to the following conditions:

1. The parties acknowledge that the current location of 40 Grade meanders within the area more particularly described as: the Westerly 60 feet of Section 28, Township 14 South, Range 31 East, Volusia County, Florida, and the Westerly 60 feet of Sections 16 and 21, Township 14 South, Range 31 East, Flagler County, Florida, all lying North of State Road 40. The parties agree the existing location of the 40 Grade roadway may be moved,

altered, shifted or otherwise modified by Grantee from time to time, within the Easement, in the sole discretion of Grantee, providing that the width of the 40 Grade roadway easement area does not exceed 60 feet. Grantee may cause a survey of 40 Grade to be performed and a legal description to be prepared, and the parties agree that upon completion, Grantee may record an amendment to this Agreement in order to more particularly describe the 40 Grade Easement.

2. Grantee shall maintain the Easement together with any improvements constructed or installed thereon by Grantee or associated with Grantee's use of the Easement. The operation and maintenance of such improvements and of the Easement shall be at Grantee's sole cost and expense.
3. Grantor hereby reserves the right to make any modifications to the roadway located within the Easement, at its sole cost and expense, pursuant to the terms and conditions of the Conceptual Permit issued by the St. Johns River Water Management District (the "SJRWMD") and consistent with conservation easements between Grantor and the SJRWMD; provided, however, that such modifications do not interfere with Grantee's rights provided for herein.
4. Through the date of conveyance, Grantor shall pay any and all taxes, charges or use fee(s) levied by any governmental agency against Grantor's interest in the Easement, or against any of Grantor's real property subject to the Easement.
5. This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligation herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect except in a subsequent modification in writing, signed by the parties hereto.
6. This instrument shall be binding and inure to the benefit of the respective successors and assigns of the parties hereto and the benefits and burdens herein shall run with the land.

TO HAVE AND TO HOLD the Easement or right of way hereby granted unto Grantee, its heirs and assigns, as appurtenant to the land of the Grantee.

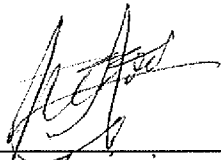
IT IS FURTHER UNDERSTOOD that the Grantor, its heirs, assigns and tenants in no way will be bound to improve, maintain or construct a roadway, or to keep it in repair, nor does the Grantor, its heirs and assigns, assume any liability or responsibility to Grantee, its heirs and assigns, or any person using the land by invitation, express or implied, or by reason of any business conducted with Grantee, its heirs or assigns, or otherwise.

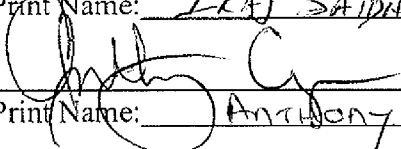
In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered
in the presence of:

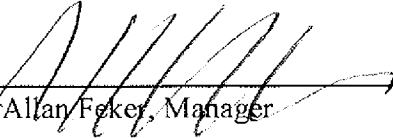
U.S. CAPITAL ALLIANCE, LLC,
a Florida limited liability company

Witnesses:



Print Name: IRAJ SAIDIAN


Print Name: ANTHONY CUPA

By: 

Allan Feker, Manager

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me this ____ day of _____, 2017, by ALLAN FEKER, who is personally known to me or who has produced _____ as identification.

Print Name: _____
Notary Public, State of Florida
Commission No. _____
My Commission Expires: _____

SEE ATTACHED CERTIFICATE
DATE 4-24-17 NOTARY INITIALS BC

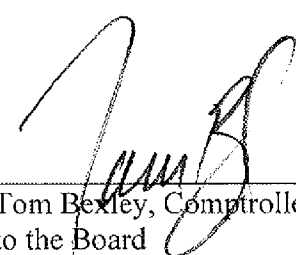
In Witness Whereof, Grantee has hereunto set Grantee's hand and seal the day and year first above written.

**FLAGLER COUNTY BOARD OF COUNTY
COMMISSIONERS**

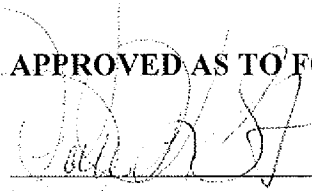

Nate McLaughlin, Chairman

ATTEST:

Execution of this Agreement was authorized by the
Board of County Commissioners at its public
meeting held on December 5, 2016.


Tom Bexley, Comptroller and Clerk
to the Board

APPROVED AS TO FORM:


Special Counsel to Flagler County

CALIFORNIA JURAT CERTIFICATE

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

Subscribed and sworn to (or affirmed) before me on this

24 day of April, 2017

by Allan Feker,
proved to me on the basis of satisfactory evidence to be the person(s) who
appeared before me.

Signature Brian Cash



ADDITIONAL INFORMATION (OPTIONAL)

DESCRIPTION OF THE ATTACHED DOCUMENT

40 Grade Grant of
(Title or description of attached document)

Easement
(Title or description of attached document continued)

Number of pages 4 Document Date 4-24-17

(Additional information)

NOTARY PUBLIC CONTACT INFORMATION

The UPS Store
668 N Coast Hwy
Laguna Beach, CA 92651

949-494-4420 tel
949-494-9850 fax

store0120@theupsstore.com
www.TheUPSSStore.com/0120

12/14/2017 9:31:32 AM

Instrument# 2017241305

37 pages

Book: 7483 Page: 2457

Electronically Recorded By

Volusia County Clerk of the Court

RETAIL UTILITY SERVICE AGREEMENT
for
HUNTER'S RIDGE DRI SERVICE AREA
(FLAGLER COUNTY)

THIS AGREEMENT is made and entered into this 7 day of November 2017, by and between the City of Ormond Beach, Florida, a political subdivision of the State of Florida ("City") Hunter's Ridge Oaks Community Development District No.1, a Community Development District established pursuant to the terms and conditions of Florida Statutes, Chapter 190 (the "CDD") and U. S. Capital Alliance, LLC, a Florida limited liability company ("Developer").

RECITALS

WHEREAS, "Hunter's Ridge" is a Development of Regional Impact ("DRI") residential subdivision that is partially located in the unincorporated territory of Flagler County and is partially located in the City of Ormond Beach (as recorded at Book 3696, Page 1640 of the Public Records of Volusia County, Florida); and

WHEREAS, on or about July 21, 2009, the City and Flagler County entered an interlocal agreement in accordance with section 163.01, Florida Statutes and other general laws for the provision by the city of retail water and sewer services to that portion of Hunter's Ridge DRI that is located in the unincorporated territory of Flagler County; and

WHEREAS, on November 16, 2009 the parties subsequently amended the interlocal agreement, said amended interlocal agreement having been recorded at Book 6421, pages 2821-2829 in the Public Records of Volusia County, Florida; (City-Flagler County Interlocal Agreement"); and

WHEREAS, at the time the City-Flagler County Interlocal Agreement was entered and subsequently amended, Hunter's Ridge Residential Golf Properties, Inc. was the fee simple owner and developer of Hunter's Ridge DRI ("DRI Developer"); and

WHEREAS, neither Flagler County nor the DRI Developer intended, or intend, to construct water or wastewater treatment facilities in the service area that has been or is to be established in the Hunter's Ridge DRI that is located in Flagler County ("Service Area"); and, the City owns and operates water and wastewater treatment facilities, and has adequate capacity to meet the water and wastewater needs of Developer and customers in the Service Area; and

WHEREAS, section 3 of the City-Flagler County Interlocal Agreement authorized the City to enter a utility service agreement with the DRI Developer regarding the construction of interconnecting pipelines and associated infrastructure, including the conveyance of same together

with all necessary easements to the City, to enable the City to provide retail water and waste water services to the DRI Developer and to customers in the Service Area; and

WHEREAS, U.S. Capital Alliance, LLC, or its successor in interest or assign, as the fee simple owner and DRI Developer of Hunter's Ridge DRI, intends to develop that portion of Hunter's Ridge Development located in the unincorporated portion of Flagler, as legally described and depicted on the map/diagram attached hereto as Exhibit "A"; and

WHEREAS, Hunter's Ridge Oaks Community Development District No.1, a Community Development District established pursuant to the terms and conditions of Florida Statute Chapter 190 (the "CDD"), was established to provide certain infrastructure within the Property which may include water and waste water services; and

WHEREAS, there is a need for water and wastewater treatment services to facilitate the development and construction of Hunter's Ridge Development, and to serve the needs of customers in Hunter's Ridge Development, and Developer and CDD desire to enter this Retail Utility Service Agreement with the City regarding the construction of interconnecting pipelines and associated infrastructure, including the conveyance of same together with all necessary easements or other public dedications to the City, to enable the City to provide retail water and waste water services to Hunter's Ridge Development; and

WHEREAS, Developer and CDD acknowledge this agreement is intended to implement the exercise of authority conferred to the City that is provided in the City-Flagler County Interlocal Agreement, and that this agreement pertains only to Hunter's Ridge Development, including customers therein; and

WHEREAS, Developer or CDD shall, at its sole cost, construct, and subsequently convey to the City, new utility systems as required by the City to enable the City to provide utility service to customers in Hunter's Ridge Development, a residential community in the Service Area, and that the City will not be obligated or required to contribute capital improvements for the construction of said utilities; and

WHEREAS, Developer and CDD acknowledge that customers in Hunter's Ridge Development shall be required to pay to the City water and sewer impact fees that are then in effect at the time application is made for said utilities and that said impact fees shall be payable at the same rate and in the same manner as customers who are located within the corporate limits of the City; and

WHEREAS, Developer and CDD acknowledge the City is authorized and willing, in accordance with section 4 of the City-Flagler County Interlocal Agreement and section 180.191, Florida Statutes, to provide retail water and wastewater services to customers in Hunter's Ridge Development at a rate that is equivalent to one hundred twenty-five percent (125%) of the rate that is charged to customers residing within the corporate boundaries of the City; and

WHEREAS, Developer and CDD acknowledge the City subsequently established utility service area, rates and fees for the Hunter's Ridge Development pursuant to City of Ormond Beach, Ordinance No. 2016-25;

WHEREAS, City has approved on Nov 7, 2017, a Master Utility Plan for Hunter's Ridge Development dated August 16, 2017 (hereinafter referred to as "Master Utility Plan");

NOW THEREFORE, in consideration of the recitals stated herein above, including the mutual undertakings and agreements herein contained and assumed, and other good and valuable consideration the receipt and sufficiency of which are acknowledged by the parties, the Developer and the City hereby covenant and agree as follows:

SECTION 1. RECITALS. The foregoing recitals are true and correct, they form a material basis upon which this Agreement is predicated, and they are a material part of this Agreement.

SECTION 2. DEFINITIONS. In the absence of a clear implication otherwise, the following words and terms used in this Agreement shall have the following meanings:

- (1) "Agreement" – shall mean this "Retail Utility Service Agreement for Hunter's Ridge DRI Service Area (Flagler County)" and all exhibits (including the legal description attached as Exhibit "A", and special conditions attached as Exhibit "B", as the same presently exists or may hereafter be amended and including the Master Utility Plan which is incorporated herein by this reference.
- (2) "Automatic Flushing Device" – shall mean a device that is installed at the end of a sparsely used water main that is not part of a looped water distribution system, and that will automatically flush the line at regular intervals to ensure that water in the water main line maintains minimum chloramine levels and complies with other clean water regulations, standards and laws.
- (3) "City" – shall mean the official or officials who are authorized to act for and on behalf of the City of Ormond Beach as the context of the subject matter requires.
- (4) "Contribution to Induce Service" – shall mean the sum of money and/or property represented by the value of the water distribution and wastewater collection systems constructed by Developer or CDD, and which the Developer or CDD shall pay and/or convey to the City as an inducement for the City to provide water and wastewater Service to Hunter's Ridge Development and customers therein. This Contribution shall meet the requirements of Article V, Chapter 3 of the Ormond Beach Land Development Code, and Chapter 22 of the Code of Ordinances, as the same presently exists or may be hereafter amended.
- (5) "Customer" – shall mean the retail end-user of water and/or wastewater service.

- (6) “Equivalent Living Unit or “ELU” – shall have the same meaning as provided in section 2-22, Chapter 22, of the Ormond Beach Code of Ordinances. For instance, each single-family residence served by the City through a single water meter or sewer service shall constitute one equivalent living unit; and for non-residential, or commercial or industrial, facilities the number of ELU’s shall be determined based upon the computation by the City’s building official of the total fixture count.
- (7) “Impact Fee” – shall mean a charge imposed by section 22-115, Chapter 22 of the Ormond Beach Code of Ordinances as the same presently exists or may be hereafter amended, representing an equitable portion of the cost, as determined by the Ormond Beach City Commission, of constructing water and wastewater infrastructure to connect a project to the city’s utility system based on ELU needs.
- (8) “MGD” – shall mean a million gallons a day.
- (9) “Site Plan Review Committee (“SPRC”)” – shall mean the administrative authority of the City that is authorized to review Developer’s plans.
- (10) “Point of Delivery or Collection” – shall mean the point where the City’s pipes are connected with the pipes of the Customer. Unless otherwise indicated, the point of delivery shall be at a point on the Customer’s side immediately upstream of the water meter, sewer clean out or receiving manhole or other valve location depicted on a plan approved by the Ormond Beach Site Plan Review Committee.
- (11) “Service” – shall mean the capability of the City to provide water and wastewater service to each lot in Hunter’s Ridge Development. For example, the maintenance by the City of adequate pressure at the Point of Delivery shall constitute the rendering of water service.
- (12) “Service Area” – shall mean the portion of Hunter’s Ridge DRI that is to be constructed in the portion of Flagler County as depicted in Exhibit “A”, as the context may require. The City shall, in accordance with the City-Flagler County Interlocal Agreement, be the sole provider of retail water and sewer services to the Hunter’s Ridge (Flagler County) Service Area.
- (13) “Property or Project” – shall mean the Hunter’s Ridge Development that is to be developed and constructed within the Hunter’s Ridge DRI located in the unincorporated territory of Flagler County.

SECTION 3. DEVELOPER PROJECT.

- 3.1 Developer is the fee simple owner and developer of the remaining, unsold tracts of land within the Hunter’s Ridge Development that is to be developed and

constructed within the Hunter's Ridge DRI and which is located in the unincorporated territory of Flagler County, as more particularly described and depicted in Exhibit "A" attached hereto.

SECTION 4. PROPERTY CONVEYANCES.

4.1 In accordance with the City-Flagler County Interlocal Agreement and applicable regulations of the City's Land Development Code and Code of Ordinances, the Developer and CDD recognize that the City shall be the sole and exclusive provider of retail water and waste water services to customers in the Hunter's Ridge DRI Service Area. Developer and CDD understand and agree that it shall be responsible for the construction, at its cost, of all interconnecting pipelines and associated infrastructure to enable the City to provide retail water and waste water services to Hunter's Ridge Development. Developer and CDD further agree to convey to City all rights, title and interest in and to the water and wastewater infrastructure system, together with all easements or other public dedications that are necessary for the City to own, maintain, repair, and operate the water and wastewater facilities in, under, over and across the present and future streets, roads, easements, reserved utility sites and public places within the Property similar in form to Exhibit "D" Access, Maintenance and Utility Easement (draft) attached hereto.

4.2 Developer and CDD hereby agree and covenant that the foregoing grants shall run with the land and include the necessary right of ingress and egress to any part of the Property; that the foregoing grants shall be for such period of time to enable the maintenance, repair, operation or expansion of the water and wastewater facilities by the City. The City covenants that it will use due diligence in ascertaining all easement locations; however, should the City or the Developer install any of the utility facilities outside a dedicated easement area, Developer and its successors and/or assigns covenant and agree that the City will not be required to move or relocate any facilities lying outside a dedicated easement area so long as the facilities do not unreasonably interfere with the then proposed use of the area in which the facilities have been installed. If the City or Developer installs any of the utility facilities outside a dedicated easement area, the City may agree at its discretion to release the "old" easement(s) to Developer or Developer's successors and/or assigns in exchange for a "new" easement to be located in the area where the facilities have been installed as long as the facilities as constructed are in an area that may be easily operated, repaired, and maintained by the City.

4.3

The City hereby agrees that its use of the easements to be granted, dedicated and/or conveyed shall be utilized for the purposes described in this Agreement in accordance with established and generally accepted practices of the water and wastewater industry. The Developer and CDD shall have the right to grant non-exclusive rights, privileges and easements to other governmental, non-governmental or special district entities for the provision of utility services other

than those services that are to be provided by the City, so long as such grants do not interfere with the City's use of the easements for water and wastewater purposes.

SECTION 5. PROVISION OF SERVICE.

- 5.1 Upon the completion by Developer or CDD of all prerequisites in this Agreement, the City shall allow the connection of the water distribution and wastewater collection facilities installed or constructed by Developer or CDD to the City's central water and wastewater facilities, in accordance with the terms of this Agreement and applicable regulations and laws, including those of the Flagler and/or Volusia County Department of Health, St. Johns River Water Management District and Florida Department of Environmental Protection. The City agrees to provide water and wastewater service to Developer, the Property, and Customers within the Property in return for payment of all applicable rates, fees, and charges in accordance with this Agreement, applicable laws, and rules and regulations of the City, including rate schedules for water and wastewater service.
- 5.2 Developer and CDD acknowledge that in accordance with section 6 of the City-Flagler County Interlocal Agreement, the City shall at all time endeavor to exercise its best efforts to comply with applicable local, state and federal regulations regarding public water production and distribution and wastewater treatment service and collection for utility service. Notwithstanding the foregoing, the City does not guarantee or warrant any special service, pressure, quality, capacity, availability, or other facility to Customers other than what is required to fulfill a duty of reasonable care equivalent to all other customers of the City's utility.
- 5.3 The Developer and CDD acknowledge that in accordance with section 4.1 of the City-Flagler County Interlocal Agreement, the City shall bill Developer and/or Customers in the same manner and at a rate that shall not exceed one hundred twenty-five percent (125%) of the rate that is charged to the City's utility customers that are located with the City limits; that the City reserves the right to discontinue service for nonpayment of bills in the same manner as all other City utility customers in accordance with applicable law and City regulations; and that the City retains the right to adjust utility rates in accordance with applicable law and City regulations, so long as such rates do not exceed the rate percentage limitations described in the City-Flagler County Interlocal Agreement.

SECTION 6. DESIGN, REVIEW, CONSTRUCTION, INSPECTION AND CONVEYANCE OF FACILITIES.

- 6.1 As a further inducement to encourage the City to provide water and wastewater services to the Property (including Customers therein), Developer or CDD shall

pay for the construction of interconnecting pipelines and associated infrastructure, and shall transfer and convey ownership and control of same to the City as a Contribution to Induce Service.

- 6.2 Developer or CDD shall provide to the City, through the City's Site Plan Review Committee (SPRC), engineering plans and specifications of the type and in the form as prescribed by the City, showing the on-site and off-site water distribution and wastewater collection systems that are proposed to be constructed or installed for the provision of service to the Property. The said engineering plans and specifications shall meet the City's sizing requirements and other applicable utility standards. If applicable, such detailed plans may be limited to a phase of the Property, and subsequent phases may be furnished from time to time. However, each such phase, if applicable, shall conform to a master plan for the development of the Property and such master plan shall be submitted to the City concurrent with or prior to submission of plans for the first phase. All such plans and specifications shall be submitted to the City and no construction shall commence until the City has approved such plans and specifications in writing. If it is determined to be applicable and necessary by the City, Developer or CDD shall provide Certified Engineering Computations with a water and wastewater master plan illustrating the anticipated water demand and wastewater flow, including the hydraulic capability of the proposed water and wastewater system configuration within the development area. After approval by City, Developer or CDD shall cause to be constructed, at Developer's or CDD's expense, the water distribution and wastewater collection systems as shown on all plans and specifications.
- 6.3 During the construction and installation of the water distribution and wastewater collection systems by Developer or CDD, the City shall have the right to inspect such installation to determine compliance with plans and specifications, compliance with all State and local codes and requirements, and further, shall require the Developer or CDD to perform standard tests for pressure, infiltration/vacuum, line and grade, hydrostatic/leakage, and all other normal engineering tests required by specifications and/or good engineering practices. Complete as-built plans shall be submitted to the City for review prior to the issuance of permits and upon completion of construction of the Project. The submittal shall include paper copies (bluelines), reproducible (mylars), and electronic (CD format) copies that reference the Florida State Plane Coordinate System with two or more point references. The Developer or CDD shall also provide video inspection of all pipelines where such inspection is required as part of the City's inspection process. The Developer or CDD shall provide appropriate advance notification for all inspection and testing activities in accordance with standard City requirements.

- 6.4 Developer or CDD shall pay to City all fees and expenses that are incurred by the City in the preparation of plan review and inspections. Developer or CDD shall also pay for water meters and meter installations.
- 6.5 Developer or CDD shall transfer and convey to City, complete ownership to all water distribution and wastewater collection systems constructed and installed by Developer or CDD. Such transfer and conveyance may at the discretion of the City take effect upon the acceptance by the City of the said water and wastewater distribution system constructed and installed by Developer or CDD. As further evidence of said transfer or ownership, and upon the completion of the installation and prior to the rendering of Service by the City, Developer or CDD may be required by the City to transfer and convey by bill of sale or other appropriate documents in a form satisfactory to the City, the complete on-site and off-site water distribution and wastewater collection systems as constructed by Developer or CDD. Developer or CDD shall further cause to be transferred and conveyed to the City, fee parcels for lift stations or pumping facilities together with all easements and/or rights-of-way covering areas in which water distribution and wastewater collection lines are to be operated, repaired and maintained. All conveyance of fee parcels, easements and/or rights-of-way shall be accompanied by a title policy or an attorney's opinion of title, satisfactory to the City. The use of easements granted by Developer or CDD may include uses by other utilities so long as such other uses do not materially or unreasonably interfere with use by the City. The City covenants and agrees that acceptance of the water distribution and wastewater collection systems by the City shall constitute assumption of responsibility by the City for the operation and maintenance of such systems from that date forward.
- 6.6 Developer and/or CDD shall exercise reasonable efforts to undertake the construction and installation of the water distribution and wastewater collection system, which is reasonably anticipated to be completed by July 1, 2026, in compliance with the "Hunter's Ridge Master Utility Plan, Section IV, Development Plan by Construction Segments," prepared by Alann Engineering Group, Inc. dated August 16, 2017, as shown on the attached Exhibit "C." All construction and installations by Developer or CDD and their contractors shall be warranted for at least one year from the date of acceptance by the City. Any liens or encumbrances, if any should exist, must be released prior to acceptance by the City. All water distribution and wastewater collection facilities shall be covered by easements if not located within dedicated rights-of-way or conveyed fee simple parcels. All lift stations, pumping facilities or other facilities for which the City requires a fee interest, shall be conveyed by warranty deed in fee simple.
- 6.7 If within one year after the date of conveyance or connection of the water distribution and wastewater collection facilities (i.e., one year from whichever event first occurs), there are found to be defects in the system, the Developer or

CDD shall promptly, without cost to the City, and in accordance with the City's written instructions, either correct such defective work within a reasonable period of time for such construction, as mutually agreed upon by City and the Developer or CDD, or if it has been rejected by the City, promptly remove and replace it with non-defective work or materials. If the Developer or CDD does not comply with such instructions within ninety (90) days from written notice, the City may have the defective work and materials rejected, work removed and replaced and all direct and indirect costs of such removal and replacement shall be reimbursed to, and upon demand by, the City by the Developer or CDD. To warrant and guarantee such performance, the Developer or CDD shall post a surety bond for the benefit of the City in the amount of ten percent (10%) of the construction and installation of the facilities. In lieu of the performance bond, the Developer or CDD may deposit with the City finance director the same amount in the form of cash, a certified check, or a cashier's check.

- 6.8 Payment by Developer or CDD of the Contribution to Induce Service shall not constitute a waiver by the City of any of its rates, rate schedules or rules and regulations, allocations fees, the enforcement of which shall not in any manner be affected. The City shall not be obligated for any reason whatsoever nor shall the City pay any interest or rate of interest upon the Contribution to Induce Service. Neither Developer, CDD nor any person or other entity holding any of the Property by, through or under Developer or CDD, or interest in such Property, shall have any present or future right, title, claim or interest in and to the Contribution to Induce Service, or to any of the water and wastewater facilities and properties of the City. Any user or Customer of water and wastewater services shall not be entitled to offset any bill or bills rendered by the City for such Service or Services against the Contribution to Induce Service. Developer or CDD shall not be entitled to offset the Contribution to Induce Service against any claim or claims of the City.

SECTION 7. EVIDENCE OF TITLE. Within a period of thirty (30) days after the execution of this Agreement, and at the expense of Developer or CDD, Developer or CDD shall deliver to the City a title commitment regarding the Property describing the name of the legal title holders, the outstanding mortgages, taxes, liens, and covenants. Errors and omissions reports shall be unacceptable. The provisions of this Section are for the exclusive rights of Service contained in the Agreement. Any mortgage or lien holder having an interest in the Property shall be required to join in the grant of exclusive Service rights set forth in this Agreement. Title standards shall be the same as those applicable to real estate generally adopted by the Florida Bar and in accordance with Florida law.

SECTION 8. OWNERSHIP OF FACILITIES. Developer or CDD acknowledges and covenants that all water and wastewater facilities conveyed to the City shall at all times remain in the complete and exclusive ownership and control of the City, and any entity owning any part of the Property or any residence or building constructed or located thereon, shall not have any right,

title, claim or interest in and to such facilities, or any part of them, for any purpose, including the furnishing of water and wastewater services to other persons or entities located within or beyond the limits of the Property.

SECTION 9. APPLICATION OF RULES, REGULATIONS AND RATES.

Notwithstanding any provision in this Agreement, the City may establish, revise, modify and enforce reasonable rules, and regulations regarding the provision of water and wastewater service to the Property. All such rules and regulations shall be binding upon Developer, CDD and/or customers, and all assigns and successor in interest.

SECTION 10. PERMISSION TO CONNECT REQUIRED. Developer, CDD, or any owner of any parcel within the Property, or any occupant of any residence or buildings located thereon, shall not have the right to and shall not connect any Customer installation to the water and wastewater facilities of the City unless and until approval for such connection has been granted by the City.

SECTION 11. BINDING AGREEMENT: ASSIGNMENT BY DEVELOPER. This Agreement shall be binding upon and shall inure to the benefit of Developer, the CDD, the City and their respective assigns and successors in interest. This Agreement shall not be sold, transferred, conveyed, assigned or otherwise disposed of by Developer or CDD without the prior written consent of the City, which consent shall not be unreasonably withheld.

SECTION 12. NOTICES. Until further written notice by either party to the other, all notices provided herein shall be in writing and transmitted by messenger, or by mail to:

As to Developer: Kim Booker, Esq. Booker and Associates, P.A. 1019 Town Center Drive, Suite 201, Orange City Florida 32763.

As to CDD: Kim Booker, Esq. Booker and Associates, P.A. 1019 Town Center Drive, Suite 201, Orange City Florida 32763.

As to City: City Manager, City of Ormond Beach, 22 South Beach Street, Ormond Beach, FL 32174; and copy to City Attorney, 22 South Beach Street, Ormond Beach, FL 32174.

SECTION 13. SURVIVAL OF COVENANTS. The rights, privileges, obligations and covenants of Developer, CDD and City shall survive final completion of the work by Developer or CDD and acceptance by City of the water distribution and wastewater collection facilities constructed and installed by Developer.

SECTION 14. ENTIRE AGREEMENT, AMENDMENTS & APPLICABLE LAW. This Agreement supersedes all previous agreements or representations, either verbal or written, if any, heretofore in effect between Developer, CDD and City. No additions, alterations or variations of the terms of this Agreement shall be valid, nor can provisions of the Agreement be waived by

either party, unless such additions, alterations, variations or waivers are expressed in writing, with the same level of formality as the original approval of this Agreement; except that minor revisions to the Master Utility Plan caused by a change in the sequencing of the development of the subdivisions within the Phasing plan shall be administrative changes that are subject to the review and approval process of the Site Plan Review Committee ("SPRC"). This Agreement shall be governed by the laws of the State of Florida, as well as all applicable local ordinances of the City. Venue for any action or proceeding shall be in Volusia County, Florida.

SECTION 15. DISCLAIMERS: LIMITATIONS ON LIABILITY.

- 15.1 **Status.** The parties are independent contractors and not agents, partners or employees of the other.
- 15.2 **Indemnity.** The Developer and CDD, including its successors in interest and assigns, shall indemnify and hold harmless the City, its authorized agents, employees and officers (both elected and appointed) from and against any and all claims, liability, demands, damages expenses, fines, penalties, suits proceedings, actions and fees, including attorney's fees and costs, for injury (including death) to persons or damage to property or property rights that may arise from or be related to acts, errors, or omissions of Developer or CDD, their agents, employees, servants, licensees, invitees, or contractors or by any person under the control or direction of Developer or CDD, or by Developer's use of the City's water collection and wastewater distribution facilities or system, arising from or connected to any default, breach, violation or nonperformance under this Agreement.
- 15.3 **Force Majeure.** The City shall not be liable or responsible to Developer or CDD by reason of the failure or inability of the City to take any action it may be required to take or to comply with the requirements imposed hereby or any injury to the Developer or CDD, which failure, inability or injury is caused directly or indirectly by force majeure as hereinafter set forth. The term "force majeure" shall mean acts of God, strikes, lock-outs, or other industrial disturbance, acts of public enemies, war, blockades, riots, acts of armed forces, militia, or public authority, epidemics; breakdown of or damage to machinery, pumps or pipelines, landslides, earthquakes, fires, sinkholes, storms, floods or washouts; arrests, title disputes, or other litigation; governmental restraints of any nature, whether federal, state, county, municipal or otherwise, civil or military; civil disturbances; explosions failure or inability to obtain necessary materials, supplies, labor or permits or governmental approvals whether resulting from or pursuant to existing or future rules regulations, orders, laws or proclamations whether federal, state, county, municipal or otherwise, civil or military; or by any other causes, whether or not of the same kind as enumerated herein, not within the sole control of the City and which by exercise of due diligence the City is unable to overcome..

- 15.4 **Disclaimer of third party beneficiaries.** This Agreement is solely for the benefit of and shall be binding upon the parties hereto and their respective authorized successors in interest and assigns; and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third part not a party to this agreement or an authorized successor or assignee thereof.
- 15.5 **Disclaimer of security.** Notwithstanding any other provision in this Agreement, Developer and CDD expressly acknowledges that: (1) it has no pledge or lien upon any real property including, specifically, the City's system, any personal property, or any existing or future revenue source of the City including, specifically, any revenue or rates, fees, or charges collected by the City in connection with the City system as security for any amounts of money payable by the City under this agreement; and (2) its rights to any payments or credits under this agreement are subordinate to the rights of all holders of any stocks, bonds, or notes of the City, whether currently outstanding or hereinafter issued.

SECTION 16. COVENANTS NOT TO ENGAGE IN UTILITY BUSINESS. Developer and CDD, as a further consideration for this Agreement, shall not engage in the business of providing water, and/or wastewater service to the Hunter's Ridge Development Property during the period of time the City, its successors and assigns, provide water, and/or wastewater service to the subject Property, it being the intention of the parties hereto that the foregoing provision shall be a covenant running with the land. The City shall have sole and exclusive right and privilege to provide, in accordance with the City-Flagler County Interlocal Agreement, water, and/or wastewater service to the subject Property in the Service Area.

SECTION 17. RECORDATION. The parties hereto agree that an executed copy of this Agreement shall be recorded in the Public Records of Volusia County and Flagler County, Florida, at the expense of Developer or CDD.

SECTION 18. SEVERALITY. If any part of this Agreement is found to be invalid or unenforceable by any court of competent jurisdiction, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained therein are not materially affected, and the underlying purpose of the Agreement may continue. To that end, the provisions in this Agreement are severable.

SECTION 19. AUTHORITY TO EXECUTE AGREEMENT. The signatories hereunder represent that they each have the legal authority to execute this Agreement and to bind their respective principals.

SECTION 20. SPECIAL CONDITIONS. The Special Conditions contained in and attached hereto as Exhibit B are incorporated herein and are a material part of this Agreement.

SECTION 21. EFFECTIVE DATE. This Agreement shall become effective on the date it is last executed by the respective parties. This Agreement may be executed in multiple original

documents. A recorded copy of a fully executed original document shall be enforceable the same as an original Agreement.

Unofficial Copy

IN WITNESS WHEREOF, the undersigned signatories have hereby executed this Agreement on behalf of their respective principals.

CITY OF ORMOND BEACH, FLORIDA

Bill Partington
 Bill Partington
 Mayor

U.S. CAPITAL ALLIANCE, LLC

By: G.J. De
 Title: Manager

ATTEST:

Joyce A. Shanahan
 Joyce A. Shanahan
 City Manager

WITNESSES:

X: [Signature]
 Print Name: Shanahan

X: Mary Helen R. Murphy
 Print Name: Mary Helen R. Murphy

Scott McKee
 Scott McKee
 City Clerk

HUNTER'S RIDGE OAKS COMMUNITY
 DEVELOPMENT DISTRICT NO. 1,
 a Community Development District
 established pursuant Florida Statute Chapter 190

Kimberly Buck
 By: Kimberly Buck
 Title: Chair

ATTEST:
[Signature]
 Kim Booker
 District Counsel

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

Unofficial Copy

LEGAL DESCRIPTION: PARCEL 1

A PARCEL OF LAND LYING IN SECTIONS 15, 16, 21 AND 22, TOWNSHIP 14 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE FULLY DESCRIBED AS FOLLOWS:
 COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 21, AND RUN S.87°26'24"W., ALONG THE SOUTH LINE OF SAID SECTION 21, A DISTANCE OF 1315.15 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE ALONG SAID SOUTH LINE, S 87°26'24" W, A DISTANCE OF 1296.10 FEET; THENCE, S 87°26'13" W, A DISTANCE OF 581.99 FEET; THENCE ALONG A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1150.00 FEET, A CENTRAL ANGLE OF 48°40'58", AND A CHORD BEARING AND DISTANCE OF N 46°03'10" E, 948.00 FEET; THENCE, ALONG ARC OF SAID CURVE 977.13 FEET; THENCE, N 70°23'39" E, A DISTANCE OF 336.88 FEET; THENCE ALONG A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 2450.00 FEET, A CENTRAL ANGLE OF 26°13'38", AND A CHORD BEARING AND DISTANCE OF N 57°16'50" E, 1111.73 FEET; THENCE, ALONG ARC OF SAID CURVE 1121.49 FEET; THENCE, N 44°10'02" E, A DISTANCE OF 250.00 FEET; THENCE ALONG A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2800.00 FEET, A CENTRAL ANGLE OF 07°43'53", AND A CHORD BEARING AND DISTANCE OF N 48°01'59" E, 377.54 FEET; THENCE, ALONG ARC OF SAID CURVE 377.83 FEET; THENCE, N 34°31'59" W, A DISTANCE OF 536.91 FEET; THENCE, N 00°34'59" E, A DISTANCE OF 234.10 FEET; THENCE, N 65°00'32" W, A DISTANCE OF 226.21 FEET; THENCE, N 34°05'59" W, A DISTANCE OF 327.58 FEET; THENCE, N 34°16'15" W, A DISTANCE OF 181.14 FEET; THENCE, N 41°35'05" W, A DISTANCE OF 898.99 FEET; THENCE, N 43°52'00" W, A DISTANCE OF 749.86 FEET; THENCE, N 02°19'50" W, A DISTANCE OF 6375.84 FEET; THENCE, N 87°32'58" E, A DISTANCE OF 2645.70 FEET; THENCE, N 87°31'01" E, A DISTANCE OF 5298.81 FEET; THENCE, S 02°02'12" E, A DISTANCE OF 5299.47 FEET; THENCE, S 01°44'52" E, A DISTANCE OF 1210.93 FEET; THENCE, N 61°46'58" W, A DISTANCE OF 260.00 FEET; THENCE, S 46°43'02" W, A DISTANCE OF 140.00 FEET; THENCE, S 01°28'50" W, A DISTANCE OF 178.49 FEET; THENCE ALONG A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 975.00 FEET, A CENTRAL ANGLE OF 11°32'18", AND A CHORD BEARING AND DISTANCE OF N 73°30'45" W, 196.01 FEET; THENCE, ALONG ARC OF SAID CURVE 196.35 FEET; THENCE, N 81°31'59" W, A DISTANCE OF 76.57 FEET; THENCE, S 06°12'57" W, A DISTANCE OF 75.11 FEET; THENCE ALONG A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 900.00 FEET, A CENTRAL ANGLE OF 16°45'59", AND A CHORD BEARING AND DISTANCE OF S 87°48'41" W, 262.43 FEET; THENCE, ALONG ARC OF SAID CURVE 263.36 FEET; THENCE, N 80°45'22" W, A DISTANCE OF 77.83 FEET; THENCE, N 15°11'03" W, A DISTANCE OF 20.31 FEET; THENCE ALONG A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 57°13'41", AND A CHORD BEARING AND DISTANCE OF N 43°47'51" W, 30.65 FEET; THENCE, ALONG ARC OF SAID CURVE 31.96 FEET; THENCE, N 72°24'39" W, A DISTANCE OF 27.92 FEET; THENCE ALONG A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 75.63 FEET, A CENTRAL ANGLE OF 47°06'12", AND A CHORD BEARING AND DISTANCE OF S 84°02'12" W, 60.44 FEET; THENCE, ALONG ARC OF SAID CURVE 62.18 FEET; THENCE, S 60°29'03" W, A DISTANCE OF 60.14 FEET; THENCE ALONG A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 205.00 FEET, A CENTRAL ANGLE OF 32°47'18", AND A CHORD BEARING AND DISTANCE OF S 76°52'44" W, 115.72 FEET; THENCE, ALONG ARC OF SAID CURVE 117.31 FEET; THENCE, S 57°14'22" W, A DISTANCE OF 97.98 FEET; THENCE, S 11°23'04" E, A DISTANCE OF 41.59 FEET; THENCE ALONG A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 4800.00 FEET, A CENTRAL ANGLE OF 01°35'32", AND A CHORD BEARING AND DISTANCE OF S 80°44'26" W, 133.39 FEET; THENCE, ALONG ARC OF SAID CURVE 133.40 FEET; THENCE WITH A REVERSE CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 1100.00 FEET, A CENTRAL ANGLE OF 13°15'07", AND A CHORD BEARING AND DISTANCE OF S 74°51'24" W, 253.85 FEET; THENCE, ALONG ARC OF SAID CURVE 254.42 FEET; THENCE WITH A REVERSE CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 1400.00 FEET, A CENTRAL ANGLE OF 07°03'37", AND A CHORD BEARING AND DISTANCE OF S 71°45'38" W, 172.40 FEET; THENCE, ALONG ARC OF SAID CURVE 172.51 FEET; THENCE, N 84°59'19" W, A DISTANCE OF 82.72 FEET; THENCE, N 12°57'46" W, A DISTANCE OF 254.77 FEET; THENCE ALONG A CURVE

CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 84°28'08", AND A CHORD BEARING AND DISTANCE OF N 55°11'45" W, 40.33 FEET; THENCE, ALONG ARC OF SAID CURVE 44.23 FEET; THENCE, S 82°34'16" W, A DISTANCE OF 125.15 FEET; THENCE ALONG A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 85°47'29", AND A CHORD BEARING AND DISTANCE OF S 39°40'39" W, 40.84 FEET; THENCE, ALONG ARC OF SAID CURVE 44.92 FEET; THENCE, S 03°12'59" E, A DISTANCE OF 249.48 FEET; THENCE, S 52°29'02" W, A DISTANCE OF 138.20 FEET; THENCE, S 76°17'08" W, A DISTANCE OF 554.87 FEET; THENCE ALONG A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 67°58'24", AND A CHORD BEARING AND DISTANCE OF N 69°43'36" W, 27.95 FEET; THENCE, ALONG ARC OF SAID CURVE 29.66 FEET; THENCE WITH A REVERSE CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 175.00 FEET, A CENTRAL ANGLE OF 49°00'35", AND A CHORD BEARING AND DISTANCE OF N 60°14'38" W, 145.17 FEET; THENCE, ALONG ARC OF SAID CURVE 149.69 FEET; THENCE WITH A REVERSE CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 71°02'31", AND A CHORD BEARING AND DISTANCE OF N 49°13'54" W, 29.05 FEET; THENCE, ALONG ARC OF SAID CURVE 31.00 FEET; THENCE, N 13°42'52" W, A DISTANCE OF 255.04 FEET; THENCE, S 76°17'08" W, A DISTANCE OF 80.00 FEET; THENCE, S 13°42'52" E, A DISTANCE OF 255.04 FEET; THENCE ALONG A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 71°02'08", AND A CHORD BEARING AND DISTANCE OF S 21°48'06" W, 29.05 FEET; THENCE, ALONG ARC OF SAID CURVE 31.00 FEET; THENCE WITH A REVERSE CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 175.00 FEET, A CENTRAL ANGLE OF 142°04'01", AND A CHORD BEARING AND DISTANCE OF S 13°42'50" E, 331.00 FEET; THENCE, ALONG ARC OF SAID CURVE 433.92 FEET; THENCE WITH A REVERSE CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 71°02'04", AND A CHORD BEARING AND DISTANCE OF S 49°13'54" E, 29.05 FEET; THENCE, ALONG ARC OF SAID CURVE 30.99 FEET; THENCE, S 13°42'32" E, A DISTANCE OF 211.65 FEET; THENCE ALONG A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1200.00 FEET, A CENTRAL ANGLE OF 09°34'48", AND A CHORD BEARING AND DISTANCE OF S 08°55'18" E, 200.41 FEET; THENCE, ALONG ARC OF SAID CURVE 200.64 FEET; THENCE, S 04°07'54" E, A DISTANCE OF 267.75 FEET; THENCE, S 85°52'06" W, A DISTANCE OF 34.61 FEET; THENCE ALONG A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 440.00 FEET, A CENTRAL ANGLE OF 18°43'31", AND A CHORD BEARING AND DISTANCE OF N 84°46'09" W, 143.16 FEET; THENCE, ALONG ARC OF SAID CURVE 143.80 FEET; THENCE WITH A REVERSE CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 660.00 FEET, A CENTRAL ANGLE OF 18°43'31", AND A CHORD BEARING AND DISTANCE OF N 84°46'09" W, 214.74 FEET; THENCE, ALONG ARC OF SAID CURVE 215.70 FEET; THENCE, S 85°52'06" W, A DISTANCE OF 255.50 FEET; THENCE, S 04°07'54" E, A DISTANCE OF 135.00 FEET; THENCE, S 85°52'06" W, A DISTANCE OF 243.72 FEET; THENCE ALONG A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 775.00 FEET, A CENTRAL ANGLE OF 11°30'16", AND A CHORD BEARING AND DISTANCE OF S 80°06'59" W, 155.35 FEET; THENCE, ALONG ARC OF SAID CURVE 155.61 FEET; THENCE, N 30°58'16" W, A DISTANCE OF 157.59 FEET; THENCE, S 59°01'44" W, A DISTANCE OF 660.00 FEET; THENCE, S 30°58'16" E, A DISTANCE OF 130.00 FEET; THENCE, S 59°01'44" W, A DISTANCE OF 585.57 FEET; THENCE, N 42°27'56" W, A DISTANCE OF 307.75 FEET; THENCE, S 54°30'42" W, A DISTANCE OF 800.79 FEET; THENCE ALONG A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2700.00 FEET, A CENTRAL ANGLE OF 03°44'54", AND A CHORD BEARING AND DISTANCE OF S 52°39'46" W, 176.61 FEET; THENCE, ALONG ARC OF SAID CURVE 176.64 FEET; THENCE WITH A COMPOUND CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2700.00 FEET, A CENTRAL ANGLE OF 06°37'17", AND A CHORD BEARING AND DISTANCE OF S 47°28'40" W, 311.85 FEET; THENCE, ALONG ARC OF SAID CURVE 312.02 FEET; THENCE, S 44°10'02" W, A DISTANCE OF 250.00 FEET; THENCE ALONG A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 2550.00 FEET, A CENTRAL ANGLE OF 05°01'28", AND A CHORD BEARING AND DISTANCE OF S 46°40'45" W, 223.55 FEET; THENCE, ALONG ARC OF SAID CURVE 223.62 FEET; THENCE, S 08°34'40" W, A DISTANCE OF 119.99 FEET; THENCE, S 06°50'36" W, A

DISTANCE OF 191.02 FEET; THENCE ALONG A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 177.63 FEET, A CENTRAL ANGLE OF 45°08'12", AND A CHORD BEARING AND DISTANCE OF S 21°29'57" E, 136.34 FEET; THENCE, ALONG ARC OF SAID CURVE 139.93 FEET; THENCE WITH A REVERSE CURVE

CONCAVE WESTERLY, HAVING A RADIUS OF 125.65 FEET, A CENTRAL ANGLE OF 105°45'54", AND A CHORD BEARING AND DISTANCE OF S 09°02'10" W, 200.39 FEET; THENCE, ALONG ARC OF SAID CURVE 231.95 FEET; THENCE WITH A REVERSE CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 105.29 FEET, A CENTRAL ANGLE OF 89°48'10", AND A CHORD BEARING AND DISTANCE OF S 04°58'45" W, 148.65 FEET; THENCE, ALONG ARC OF SAID CURVE 165.03 FEET; THENCE, S 30°53'03" E, A DISTANCE OF 121.63 FEET; THENCE, S 01°26'55" E, A DISTANCE OF 179.43 FEET; WHICH IS THE POINT OF BEGINNING,

HAVING AN AREA OF 60,977,879 SQUARE FEET, 1,399.859 ACRES

LEGAL DESCRIPTION: PARCEL 2

A PARCEL OF LAND LYING IN SECTION 22, TOWNSHIP 14 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE FULLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE INTERSECTION OF THE EAST LINE OF SAID SECTION 22, AND THE NORTH LINE OF RESERVE TRACT PARCEL TWO, AS RECORDED IN OFFICIAL RECORDS BOOK 0609, PAGES 1421 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE N.61°46'58"W., ALONG THE NORTHERLY LINE OF RESERVE TRACT PARCEL TWO, AS RECORDED IN OFFICIAL RECORDS BOOK 0609, PAGE 1421 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, A DISTANCE OF 260.00 FEET; THENCE S.46°43'02"W., ALONG THE NORTHWESTERLY LINE OF SAID RESERVE TRACT PARCEL TWO, A DISTANCE OF 140.00 FEET; THENCE S.01°28'50"W., ALONG SAID WEST LINE OF SAID RESERVE TRACT PARCEL TWO, AND THE EXTENSION THEREOF, A DISTANCE OF 368.68 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF AIRPORT ROAD (A 100.00 FOOT RIGHT OF WAY) AS RECORDED IN PLAT BOOK 37, PAGES 38 & 39 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, AND A POINT ON A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 800.00 FEET; A CENTRAL ANGLE OF 26°07'12", AND A CHORD BEARING AND DISTANCE OF N.75°59'36"W., 361.55 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 364.70 FEET TO THE POINT OF INTERSECTION WITH THE WEST LINE OF RESERVE TRACT PARCEL ONE AS RECORDED IN OFFICIAL RECORDS BOOK 0609, PAGE 1421, AND THE POINT OF BEGINNING;

THENCE LEAVING SAID SOUTHERLY RIGHT OF WAY LINE, S.07°53'10"W., ALONG THE SAID WESTERLY LINE, A DISTANCE OF 673.61 FEET; THENCE LEAVING SAID WESTERLY LINE RUN N.81°46'48"W., A DISTANCE OF 60.78 FEET TO A POINT ON THE NORTHEAST CORNER OF ASHFORD LAKES ESTATES, AS RECORDED IN MAP BOOK 37, PAGES 42 THROUGH 49 OF SAID PUBLIC RECORDS; THENCE THE FOLLOWING SIX COURSES AND DISTANCES ALONG SAID NORTH LINE; N.81°46'48"W., A DISTANCE OF 144.82 FEET; THENCE S.73°55'56"W., A DISTANCE OF 33.70 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 79°41'35", AND A CHORD BEARING AND DISTANCE OF N.79°30'13"W., 96.11 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 104.32 FEET; THENCE N.54°28'04"W., A DISTANCE OF 91.08 FEET; THENCE S.69°49'39"W., A DISTANCE OF 70.21 FEET; THENCE N.87°01'54"W., A DISTANCE OF 2668.68 FEET TO THE WEST LINE OF SAID ASHFORD LAKES ESTATES, AND A POINT ON THE EASTERLY LINE OF A 236 FOOT WIDE FLORIDA POWER AND LIGHT EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 1335, PAGES 500 THROUGH 502 AND OFFICIAL RECORDS BOOK 38, PAGE 50, OF SAID PUBLIC RECORDS; THENCE S.01°39'35"E., ALONG SAID WESTERLY LINE OF SAID ASHFORD LAKES ESTATES AND THE EASTERLY LINE OF SAID FLORIDA POWER AND LIGHT EASEMENT A DISTANCE OF 709.58 FEET; THENCE LEAVING SAID LINE, N.88°20'25"W., A DISTANCE OF 236.00 FEET TO THE WEST LINE OF SAID FLORIDA POWER AND

LIGHT EASEMENT AND THE NORTHEASTERLY CORNER OF HUNTINGTON TOWNHOMES, AS RECORDED IN OFFICIAL RECORDS BOOK 1437, PAGE 958 OF SAID PUBLIC RECORDS; THENCE THE FOLLOWING NINETEEN COURSES AND DISTANCES ALONG SAID NORTH LINE; S.52°20'10"W., A DISTANCE OF 16.63'; THENCE S.52°23'36"W., A DISTANCE OF 47.26 FEET; THENCE S.58°00'54"W., A DISTANCE OF 34.27 FEET; THENCE S.63°09'01"W. A DISTANCE OF 26.83 FEET; THENCE S.72°41'23"W., A DISTANCE OF 34.36 FEET; THENCE S.73°53'10"W., A DISTANCE OF 39.23 FEET; THENCE N.78°58'09"W., A DISTANCE OF 32.00 FEET; THENCE N.77°31'32"W., A DISTANCE OF 50.00 FEET; THENCE N.85°20'33"W., A DISTANCE OF 32.53 FEET; THENCE N.24°30'49"W., A DISTANCE OF 147.86 FEET; THENCE S.65°17'15"W., A DISTANCE OF 219.53 FEET; THENCE S.24°55'58"E., A DISTANCE OF 115.58 FEET; THENCE S.64°33'00"W., A DISTANCE OF 80.94 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 113.43 FEET AND A CENTRAL ANGLE OF 32°55'50"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 65.19 FEET TO A POINT; THENCE S.81°09'55"W., A DISTANCE OF 105.62 FEET; THENCE N.81°39'38"W., A DISTANCE OF 27.37 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 700.87 FEET, AND A CENTRAL ANGLE OF 08°59'22"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 109.96 FEET TO A POINT; THENCE N.86°04'54"W., A DISTANCE OF 105.93 FEET; THENCE N.49°19'56"W., A DISTANCE OF 62.22 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF THE AFOREMENTIONED AIRPORT ROAD; THENCE N.04°07'54"W., ALONG THE SAID RIGHT OF WAY LINE A DISTANCE OF 353.24 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 1280.00 FEET, A CENTRAL ANGLE OF 09°21'16"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 208.98 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE, N.31°52'00"E., A DISTANCE OF 237.98 FEET; THENCE N.13°34'44"E., A DISTANCE OF 37.65 FEET; THENCE N.04°42'31"W., A DISTANCE OF 82.95 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 35.00 FEET, AND A CENTRAL ANGLE OF 101°14'53"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 61.85 FEET TO THE POINT OF TANGENCY; THENCE S.74°01'51"W., A DISTANCE OF 51.58 FEET TO THE AFOREMENTIONED AIRPORT ROAD RIGHT OF WAY AND A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 175.00 FEET; A CENTRAL ANGLE OF 7°12'43", AND A CHORD BEARING AND DISTANCE OF N.11°54'58"E., 22.01 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 22.03 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 67°58'32"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 29.66 FEET TO THE POINT OF TANGENCY; THENCE N.76°17'08"E., A DISTANCE OF 961.36 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 1500.00 FEET AND A CENTRAL ANGLE OF 8°03'18"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 210.88 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 1000.00 FEET AND A CENTRAL ANGLE OF 13°15'07"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 231.29 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 5000.00 FEET AND A CENTRAL ANGLE OF 5°11'49"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 453.52 FEET TO THE POINT OF TANGENCY; THENCE N.76°17'08"E., A DISTANCE OF 78.99 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 800.00 FEET AND A CENTRAL ANGLE OF 14°39'40"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 204.71 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 1746827 SQUARE FEET, 40.102 ACRES MORE OR LESS.

EXHIBIT B
SPECIAL CONDITIONS

for

Hunter's Ridge D.R.I. (Flagler County)

1. Conditions for Utility Connections

a. Water Distribution and Wastewater Collection Systems – On site

- i. The Developer or CDD has provided to City's Site Plan Review Committee for review and recommendation to the city commission a Water and Sanitary Sewer Master Utility Plan (Master Plan) depicting the conceptual layout of all water distribution and sewer collection systems components and pipe sizes to include lift station locations for the Hunter's Ridge DRI (Flagler County) Service Area. Engineering computations shall be provided to illustrate appropriate capabilities of proposed water and wastewater facility components for meeting applicable design and performance standards.
- ii. The Developer or CDD shall provide for review and approval, water and wastewater systems plans prepared by a Professional Engineer licensed by the State of Florida. All water and wastewater systems shall be designed in conformance with City's Standard Details and Specifications, City Land Development Code and pertinent regulatory agency (FDEP, FDOH) requirements. The Developer or CDD shall also be required to provide proposed water distribution system sized for meeting minimum requirements for domestic and fire flow demands and pressures as described by the City or Flagler County Land Development Codes and ordinances, whichever more stringent. The Developer's or CDD's engineer shall supply hydraulic calculations from the site to the downstream service sanitary sewer lift station(s) to assure that pumps have been designed and selected to perform at optimum efficiency. The

Developer or CDD shall prepare all necessary applications required by City and Regulatory Agencies and make payment for all required permits and fees and for the proposed water and wastewater systems and prior to construction. Water and wastewater systems plans shall be submitted to the City's Site Plan Review Committee for review and approval.

- iii. The Developer or CDD shall construct Project water distribution and wastewater collection systems in accordance with Plans approved by the City's Site Plan Review Committee. The Developer or CDD shall insure all water and wastewater systems are installed by an Underground Utility Contractor licensed by the State of Florida. The Developer or CDD shall be responsible for insuring pertinent inspections and tests are scheduled and performed with appropriate City inspector oversight.
- iv. The Developer or CDD shall provide all necessary main extensions for enabling connection to existing City owned utilities systems. The water and wastewater utilities system shall include any easements through Developer's or CDD's property deemed necessary by the City, in its sole discretion as provided herein. It is generally understood that the utility system improvements will be located within public roadway rights-of-way dedicated to Flagler County or the CDD. Where utility system improvements lie within public rights-of-way dedicated to others, the Developer or CDD shall also dedicate appropriate utility easements to the City for ownership, operation and maintenance of the utilities improvements. Where utility system improvements do not lie within dedicated public rights-of-way, the Developer or CDD shall dedicate a utility easement to the City having a minimum width of 15 feet to accommodate ownership, construction and maintenance activities. Upon completion of the installation of said improvements, the Developer or CDD shall convey to the City all water transmission and distribution and wastewater collection system improvements by bill of sale and other

instruments outlined in the Standard Utility Service and Conveyance Agreement. After said conveyances, the City shall be responsible for the operation, maintenance, repair and replacement of said improvements. The City hereby grants the Developer and CDD the right to connect said improvements to the City's existing water and wastewater systems.

- v. The Developer or CDD shall correct at its sole expense any deficiencies and substandard components found, if any, in the water distribution and wastewater collection systems constructed in Hunter's Ridge Development. Existing city development standards for water and sewer systems shall be the basis of determining deficiencies and substandard devices.
- vi. The Developer or CDD shall pay all required water and wastewater impact fees to the City prior to Developer or CDD application for building permit from Flagler County within the Hunter's Ridge project area. Upon receipt of payment of all necessary utility impact fees, the City shall provide the Developer or CDD with a receipt of impact fees paid for Developer use when applying for building permits in Flagler County.
- vii. The Developer shall ensure that all water distribution and wastewater collection systems constructed within the Service Area shall be certified by a Professional Engineer licensed by the State of Florida, found acceptable by the City and be cleared for use by the Florida Department of Environmental Protection and/ or Florida Department of Health prior to application for occupancy of any dwelling or facility within the Service Area.

2. Inspection Notification, Services and Fees.

The Developer agrees that the Ormond Beach Public Works and Planning Department Inspection staff's working hours are set forth in this agreement and shall be given 48 hours' notice prior to seeking inspection services from the City. Normal working hours are defined as Monday through Friday 7:30 AM to 4:30 PM. Site utility work and

testing outside of the normal working hours will constitute an "Overtime Rate," which will be reimbursed to the City. The Overtime Rate will be calculated by the City on a time and half basis plus all overhead fees. Should utility work or testing be conducted on City scheduled holidays, the Sub-Developer will be responsible to reimburse on a double time and a half rate plus all overhead fees. The City will invoice for such fees and payment must be made within a two-week period.

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EXHIBIT C
HUNTER'S RIDGE MASTER UTILITY PLAN
SECTION IV: DEVELOPMENT PLAN BY CONSTRUCTION SEGMENTS

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IV. DEVELOPMENT PLAN BY CONSTRUCTION SEGMENT

A. Purpose

The Developer has prepared the “Hunter’s Ridge Utility Master Plan” (Master Plan) to identify the major utility infrastructure improvements required to serve the Hunter’s Ridge Development. The water demand and wastewater flow is estimated based on the “Master Development Plan,” referenced as Map H from the “Hunter’s Ridge DRI.” Map H delineates the phases of the DRI, while the construction segments will provide the proposed construction sequence and timing of necessary offsite water and sewer system extensions and upgrades.

The purpose of this “Development Plan by Construction Segment” is to relate the segments of development within the proposed Hunter’s Ridge project to the implementation of necessary utility infrastructure components. The construction schedule presented below is supported by the modeling reports by QLH, described in detail within the Section II of the Master Plan. ‘Figure 5: Development Plan by Construction Segment: Potable Water’ and ‘Figure 7 Development Plan by Construction Segment: Wastewater’ show the bounds of these models. ‘Table 7: Total Development Units & Square Footage for Segments I – VI’ shows the construction segments with the proposed developments associated with each segment.

Table 7: Total Development Units & Square Footage for Segments I – VI

SEGMENT	Residential (Units)	Mixed Use (SF)	Commercial (SF)	
Segment I	113	50908	67716	
Segment II	76	20352	0	
Segment III	175	213983	0	
Segment IV	160	0	0	
Segment V	0	0	0	
Segment VI	0	0	0	
TOTAL	524	285243	67716	Total
PW ERUs**	524	190	45	769
WW ERUs*	524	153	36	713
*It is important to note that WW ERUs have been calculated based on demand (0.15*SF). However, in the modeled simulation, the scenarios have been run for liftstation demands, using the pumps assumed for the design of the liftstation. Therefore, the demands used to model the correct operation of the system in partial buildout have actually accounted for more than the demands shown in this table				
** The potable water demands simulated in the partial build-out scenario account for all demands served at each node. For example, at 'Node 12', all demands were incorporated (half of 2B-F, and 1B-I). However, this phasing plan only requests that 2B-F come online. Therefore, the model shows the ability of the system to operate should demands even exceed those shown herein				

B. Water System Requirements

There is currently a looped water system that connects from S.R. 40 at Shadow Crossings Blvd. to Hunter's Ridge Blvd. at Airport Rd. As discussed in Section II.B.4 of the Master Plan, these water mains are adequate to provide service to the initial sections of development without the need to extend off site water mains. The existing 6" main located along Hunter's Ridge Blvd. was not originally intended to provide fire protection needs for the existing Hunter's Ridge Development in the City.

As determined and outlined in the Master Plan, significant infrastructure improvements are required to provide reliable water distribution system service to "Hunter's Ridge DRI." These improvements include, but are not limited to, the extension of a 12" water main along S.R. 40 (West Granada Blvd.) from Shadow Crossings Blvd. to Airport Rd. and along Airport Rd. to the existing 12" water main at the main entrance of Huntington Green Subdivision. A looped water system is also proposed throughout the project development sections to be located within the proposed roadway system along the major loop roads.

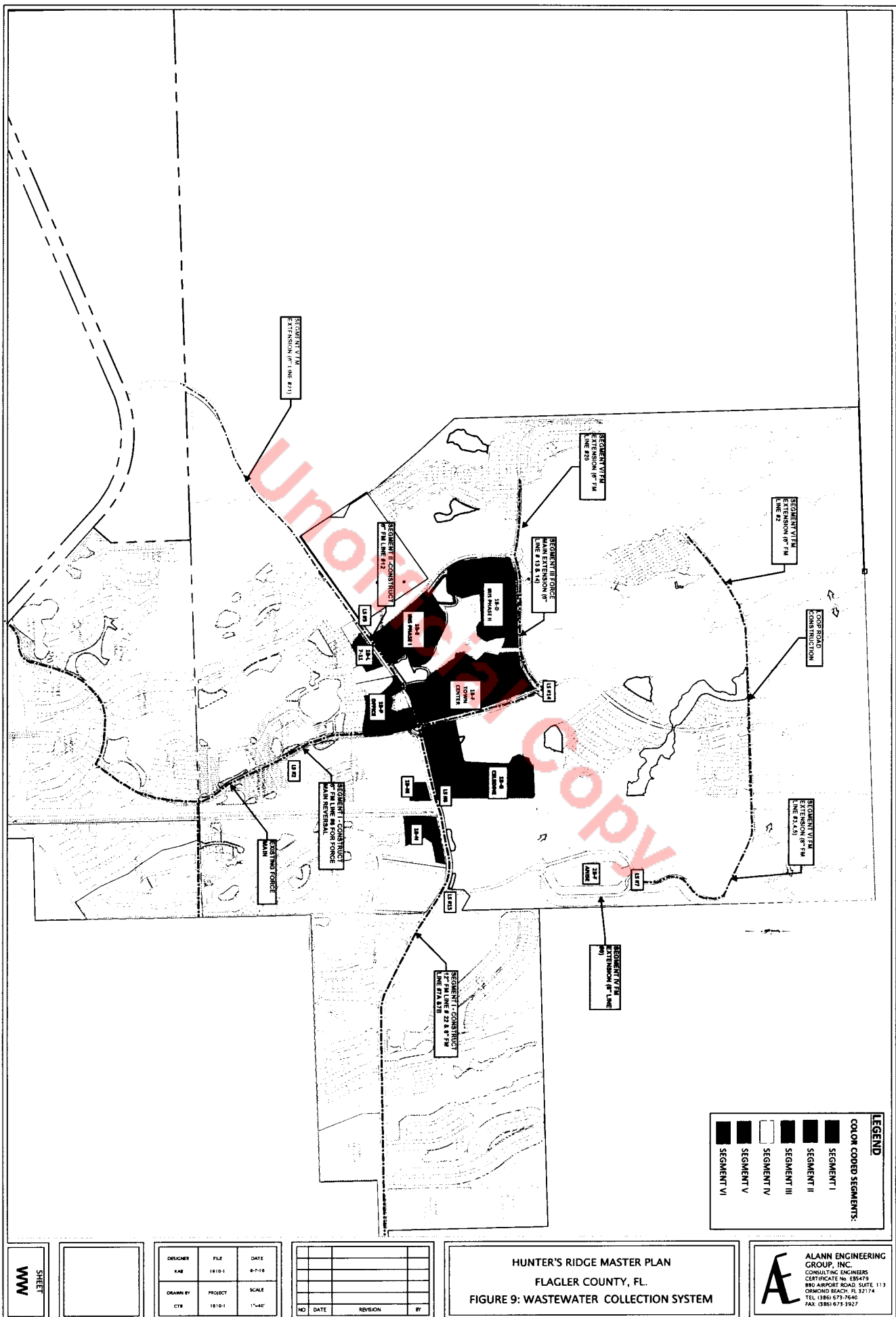
The "Sequence of Construction Segments" identifies the proposed order of improvements as planned by the developer. Line numbers of the water mains are reflective of the designations shown on **'Figure 4: Potable Water Model'** in the Master Plan. **'Figure 8: Potable Water System Segments'** provides a visual depiction of the segments.

C. Wastewater System Requirements

As determined and outlined in the Master Plan, major infrastructure improvements are required for the sanitary sewer system to serve Hunter's Ridge. These improvements include but are not limited to the installation of a new 6" force main along Hunter's Ridge Blvd. to Airport Rd., re-routing the discharge from the existing lift station on Hunter's Ridge Blvd along this new line, and the extension of 8" and 12" force mains along Airport Rd. from Hunter's Ridge Blvd. east to Leeway Trail. The improvements will also include a master force main system and lift stations throughout the project along the major loop roads.

The "Sequence of Construction Segments" identifies the proposed order of improvements as planned by the developer. Lift station numbers and force main line numbers are reflective of the designations shown on **'Figure 6: Wastewater Model'** in the Master Plan. **'Figure 9: Wastewater Collection System Segments'** provides a visual depiction of the segments. Section II.C.4 of the Master Plan shows the sensitivity study which was used to support this sequence.

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***Sequence of Construction Segments
Water and Wastewater Combined Improvements***

Segment I

- a) Lift Station (LS) # 6
- b) 6" Force Main (FM) line # 8 (LS # 2 to Roundabout)
- c) 8" FM line # 7 (Roundabout east to County Line)
- d) 12" FM line # 22 (County Line to Leeway Trail)
- e) Plat - 14 Units (1B-M – Refers to Phase 1B, cluster M from Map H of the DRI)
- f) Site Plan - Industrial (1B-N)
- g) Site Plan - Office (1B-P)
- h) Plat - Celedine (1B-G)

Segment II

- a) Plat - Iris - Phase I (1B-E)
- b) LS # 5⁴⁰
- c) 6" FM line # 12 (LS #5 to Roundabout)
- d) Site Plan - 7-11 (1B-L)

Segment III

- a) Plat - Iris Subdivision - Phase II (1B-D)
- b) 10" Water Main (WM) Line # 23, 25, 31, 24
- c) 6" FM line # 14 & 13
- d) LS # 14
- e) Site Plan - Commercial (1B-F)

Regional Lift Station

Regional Lift Station (LS # 15) begin design and construction process

Segment IV

- a) Plat – Anise Subdivision (2B-F)
- b) 8" FM line # 6
- c) LS # 7
- d) 8" WM line # 12,13,14, portions of # 11 (as shown)

Segment V

- a) 12" WM line # 35,36 (Shadow Crossings to Airport Road and along Airport Road to the existing 12" line at entrance of Huntington Green) to be constructed prior to any construction beyond Segment IV.
- b) FM Line # 21
- c) LS # 15 (Regional Lift Station) is to be operational prior to any further construction beyond Segment IV.

Segment VI

- a) Loop Road to be constructed prior to any further construction beyond Segment IV.
- b) 8" WM # 9, remainder of # 11, 27, 29
- c) 10" WM # 2, 5, 6, 30, 34
- d) 8" FM lines (with Loop Road) # 3, 4, 5, 20
- e) 6" FM line (with Loop Road) # 2

⁴⁰ It is to be noted that LS 5 in this initial state excludes flows from 1B-B, the proposed school. This development will not occur until after this plan is complete.

EXHIBIT D
ACCESS, MAINTENANCE AND UTILITY EASEMENT

Unofficial Copy

This Instrument Prepared By:
 Kim C. Booker, Attorney at Law
 Booker & Associates, P.A.
 1019 Town Center Drive, Suite 201
 Orange City, Florida 32763

Flagler County Parcel ID #

ACCESS, MAINTENANCE AND UTILITY EASEMENT

THIS ACCESS, MAINTENANCE AND UTILITY EASEMENT (the "Easement Agreement") is made this 7 day of November 2017, by US Capital Alliance, LLC, a Florida limited liability company having a mailing address of is 880 Airport Road, Suite 113, Ormond Beach, Florida 32174 ("Grantor") and the **CITY OF ORMOND BEACH**, a Florida municipal corporation whose address is 22 S. Beach Street, Ormond Beach, Volusia County, Florida 32174 ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner in fee of that real property to be known as "Celedine at Hunter's Ridge" a portion of the Hunter's Ridge Development of Regional Impact, located in Flagler County, Florida and legally described on Exhibit "A," attached hereto and incorporated herein (the "Property"); and

WHEREAS, Grantor is developing the Property subject to the authority of the County of Flagler; and

WHEREAS, Grantor is permitted to initiate certain improvements on the Property prior to the recording of a plat, including a lift station described on Exhibit "B"; and

WHEREAS, the Property is within Grantee's utility service area and Grantee is therefore the provider of potable water and sewer services to the Property; and

WHEREAS, Grantee has requested and Grantor has agreed to grant and convey to the Grantee a non-exclusive perpetual access, maintenance and utility easement over a portion of the Property more particularly described and depicted on Exhibit "B" and Exhibit "C" attached hereto and incorporated herein (the "Easement Area").

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) in hand paid, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. The above recitals are true and correct, form a material part of this Easement Agreement and are incorporated herein by reference.

Section 2. Grantor hereby gives, grants, bargains, sells and conveys to the Grantee, its successors and assigns, a non-exclusive perpetual access, maintenance and utility easement over, up on, beneath and across the Easement Area in order to utilize the Easement Area for the provision of potable water and sewer services to the Property and other areas as may be serviced at a later date. This includes the right of installation, maintenance and repair or modification of any and all necessary facilities or equipment related thereto including the lift station described on Exhibit "B." This Easement Agreement is subject to the terms, conditions and limitations set forth herein.

Section 3. Grantor hereby warrants and guarantees to the Grantee that the Grantor has fee title to the Easement Area, subject to easements, reservations, restrictions and right-of-way record, if any, and that the Grantor has the full power and authority to grant this easement as to the Easement Area.

Section 4. Grantee's use of the Easement Area shall be subject to the terms, conditions and limitations of all permits and approvals issued by governmental entities having jurisdiction over the improvements to be constructed in the Easement Area.

Section 5. This Easement is non-exclusive, and the Grantor reserves to itself, its successors and assigns, the non-exclusive right to use the Easement Area. Each party shall use the rights granted and reserved by this Easement Agreement with due regard to the rights of the other parties to use and enjoy the Easement Area.

Section 6. To the extent of the waiver of sovereign immunity limits provided by Section 768.28(5), Florida Statutes, Grantee agrees to indemnify and hold harmless the Grantor from and against any and all claims, actions, causes of action, loss, damage, injury, liability, cost or expense, including without limitation attorneys' fees and paralegal fees (whether incurred before, during or after trial, or upon any appellate level), arising from the Grantee's use of the Easement Area or from the exercise by the Grantee of any rights granted by this Agreement.

Section 7. This Easement Agreement shall be binding upon and inure to the benefit of the parties specified herein, their respective legal representatives, successors and assigns,

and the benefits and burdens hereof shall run with the Easement Area.

Section 8. This Easement Agreement may be modified or amended only upon the mutual written consent of the Grantor and the Grantee, or their respective express successors and assigns.

Section 9. Grantee shall notify Grantor in writing three (3) days prior to the commencement of any work within the Easement Area and shall obtain Grantor's consent prior to the commencement of such work. Grantee shall not be required to provide Grantor with advance notice in the case of emergency repairs. However, Grantee shall immediately notify Grantor of said emergency repairs, the reason for said emergency repairs, and the expected time to complete said emergency repairs.

Section 10. If Grantee initiates work within the Easement Area, Grantee shall keep its work site in a good condition and appearance for the duration of the work. Upon completion of any improvements within the Easement Area, the Easement Area shall be restored by the Grantee to its pre-work appearance and condition.

Section 11. As this Easement Agreement deals with property in Flagler County, Grantor shall record this Easement Agreement, upon execution, in the Public Records of Flagler County, Florida.

Section 12. Grantee represents and warrants that the parties executing this Easement Agreement on Grantee's behalf are duly authorized to execute and deliver this Agreement on its behalf, that this Easement Agreement is binding upon Grantee in accordance with its terms, and that the approval of no other parties is required. Grantor represents and warrants that the individuals executing this Easement Agreement on Grantor's behalf is duly authorized to execute and deliver this Agreement on its behalf, that the Easement Agreement is binding upon Grantor in accordance with its terms, and that the approval of no other parties is required.

Section 13. Any notice or communication required or permitted by this Easement Agreement must be provided in writing. Such notice will be deemed validly given for all purposes when deposited in registered or certified U.S. mail, return receipt requested, or overnight delivery service, addressed to the party for whom such notice is intended, at the address given for such

party as follows or at such other address as each party may designate:

To Grantee: CITY OF ORMOND BEACH

Attn: City Manager
22 South Beach Street
Ormond Beach, Florida 32174

To Grantor: US Capital Alliance, LLC

Attn: Manager
880 Airport Road, Suite 113
Ormond Beach, Florida 32174

Section 14. Counterparts. The parties hereto acknowledge and agree that: a) this Easement Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute one and the same instrument, and that executed counterpart originals shall be satisfactory for purposes of enforcing this Agreement.

Section 15. Binding Agreement. This Easement Agreement shall be binding upon and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed as of the day and year first set forth above.

Signed, sealed and delivered in the presence of:

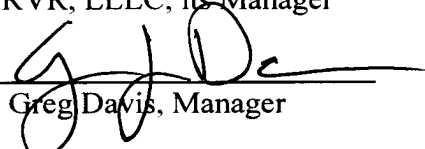
WITNESSES:

“GRANTOR”

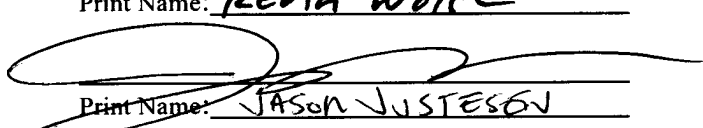
US Capital Alliance, LLC
a Florida limited liability company

By: HRVR Manager, LLC, its
Manager,

By: HRVR, LLLC, its Manager

By: 
Greg Davis, Manager


Print Name: Kerin Wolfe


Print Name: JASON JUSTESEN

STATE OF ~~FLORIDA~~ ARIZONA
COUNTY OF MARICOPA



The foregoing instrument was acknowledged before me on this 24th day of NOVEMBER 2017, by Greg Davis, as Manager of HRVR, LLC, HRVR Manager LLC and US Capital Alliance, LLC, a Florida limited liability company, who is personally known to me or has produced LICENSE as identification.

[Signature]
Notary Public State of Florida ARIZONA

IN WITNESS WHEREOF, Grantee has caused this Agreement to be executed as of the day and year first set forth above.

Signed, sealed and delivered in the presence of:

WITNESSES:

"GRANTEE"

CITY OF ORMOND
a Florida municipal corporation

By: Bill Partington
Bill Partington
Mayor

[Signature]
Print Name: Shanahan

J. Scott McKee
Print Name: J. Scott McKee

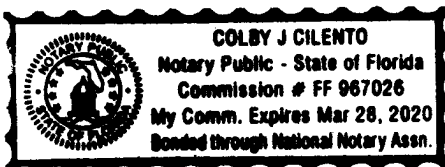
[Signature]
Print Name: Shanahan

J. Scott McKee
Print Name: J. Scott McKee

By: Joyce A. Shanahan
Joyce A. Shanahan
City Manager

STATE OF ~~FLORIDA~~ ARIZONA
COUNTY OF MARICOPA

The foregoing instrument was acknowledged before me on this 7 day of NOVEMBER 2017, by Bill Partington and Joyce A. Shanahan, the Mayor and City Manager, respectively, of the City of Ormond Beach, a Florida municipal corporation, who are personally known to me.



[Signature]
Notary Public State of Florida

**INTERLOCAL AGREEMENT
BETWEEN FLAGLER COUNTY, FLORIDA AND
THE HUNTER'S RIDGE OAKS COMMUNITY DEVELOPMENT DISTRICT NO.1**

THIS INTERLOCAL AGREEMENT, is entered into by and between Flagler County, Florida, a political subdivision of the State of Florida (the "County"), and the Hunter's Ridge Oaks Community Development District No. 1 (the "District"), a local unit of special purpose government created pursuant to the provisions of Chapter 190, Florida Statutes.

RECITALS:

WHEREAS, U.S. Capital Alliance, LLC., a Florida limited liability company (the "Petitioner") , as fee simple owner of real property located in Flagler County, Florida more particularly described on Exhibit "A" hereto and incorporated herein by this reference (the "Property"), did file with the County on August 11, 2016, a petition (the "Petition") pursuant to the Community Development District Act (as defined herein) to establish the Hunter's Ridge Oaks Community Development District No. 1; and

WHEREAS, upon review of the Petition and supporting testimony, evidence and documentation, including but not limited to surveys, plans and specifications and financial data, the Board of County Commissioners of Flagler County (the County Commission), on December 5, 2016, granted the Petition; and

WHEREAS, on December 5, 2016 concurrent with the action of the County Commission granting the Petition, the County Commission enacted an Ordinance (the "Ordinance") establishing the Hunter's Ridge Oaks Community Development District No. 1 (the "District"); and

WHEREAS, the District consists of the portion of the Property wholly within the boundaries described in the Ordinance; and

WHEREAS, the District is an independent special district and a local unit of special purpose government which is created pursuant to the District Act (defined herein), and is limited to the performance of those specialized functions authorized by the District Act and the Ordinance; and

WHEREAS, the governing body of the District is created, organized, constituted and authorized to function specifically as prescribed in the District Act and the Ordinance for the delivery of urban community development services; and

WHEREAS, pursuant to the District Act, the District is presently authorized to construct, acquire, and maintain infrastructure improvements and services as set forth in Section 190.012(1), Florida Statutes, for which the District may impose, levy and collect non ad valorem special assessments on land within the boundaries of the District; and

WHEREAS, in accordance with the District Act, the County has expressed in the Ordinance its consent to the District having additional powers to plan, establish, acquire, construct, or reconstruct, enlarge or extend, equip, operate and maintain additional systems and facilities described and authorized by Sections 190.012(2)(a) and (d), Florida Statutes, for which the District may impose, levy and collect non ad valorem special assessments on land within the boundaries of the District; and

WHEREAS, the Petitioner has previously indicated its intent to present to the District Board (defined herein), after its establishment, a proposed Interlocal Agreement between the County and the District to further define the responsibility of the District to: (i) provide for certain enhanced disclosure regarding the establishment of the District and the existence of liens and special assessments on lands contained within the District's boundaries, (ii) provide that annual notice be given by the District to all landowners within the District regarding the date, time and place of the scheduled monthly meetings of the District Board for its ensuing fiscal year, (iii) provide that annual notice be given by the District to all landowners within the District regarding the date, time and place of its budget hearing, (iv) provide for the assumption of maintenance responsibility for internal roadways, stormwater management ponds, street lighting and lift stations, and (v) provide for caps on the imposition of Capital Assessments, all as further described herein; and

WHEREAS, it is in the mutual interest of the County and the District to establish intergovernmental relations that encourage, promote and improve the coordination, overall effectiveness and efficiency of governmental activities and services within the boundaries of the District; and

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" (the "Cooperation Act"), permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, the County and the District find this Interlocal Agreement to be necessary, proper, and convenient to the exercise of their powers, duties and purposes authorized by law; and

WHEREAS, the County and the District desire to exercise jointly their common powers and authority concerning the cost effective financing of the acquisition and construction of the infrastructure, public improvements and community facilities; the avoidance of inefficiencies caused by the unnecessary duplication of services and facilities; and the clarification of responsibilities, obligations, duties, powers and liabilities of each of the governmental bodies.

NOW THEREFORE, in consideration of the mutual understandings and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and the District agree as follows:

ARTICLE I – INTRODUCTION

Section 1.01 Authority. This Interlocal Agreement is entered into pursuant to the authority set forth in the Cooperation Act and the District Act, and other applicable provisions of the law.

Section 1.02 Recitals and Exhibits. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Interlocal Agreement. All exhibits identified herein are hereby incorporated by reference to the same extent as if fully set forth herein.

Section 1.03 Authority to Contract. The execution of this Interlocal Agreement has been authorized by the appropriate body or official(s) of the County and the District, each party has complied

with all applicable requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

Section 1.04 Definitions. The following terms when used in capitalized form herein shall have the respective meaning indicated below unless the context shall clearly indicate otherwise:

“District Board” means the initial Board of Supervisors and all subsequent forms of the Board of Supervisors for the District.

“Capital Assessments” mean an apportioned charge levied by the District against a Parcel to satisfy the costs and expenses of the infrastructure improvements, which shall constitute a special assessment lien on the Parcel. This assessment is intended to refer to the Benefit Special Assessments and Special Assessments, as set forth and described in Section 190.021(2) and 190.022 of the District Act, respectively.

“District Act” means the “Uniform Community Development District Act of 1980” codified in Chapter 190, Florida Statutes, as amended from time to time.

“Parcel” means a portion of the Property such as a lot, parcel, tract or any other quantity of land capable of being separately conveyed and having a separate folio number assigned by the Tax Collector of Flagler County.

ARTICLE II – DISTRICT POWERS

Section 2.01. Exercise of Powers.

A. Powers. The District has and shall retain all powers, rights, obligations and responsibilities granted or imposed by the District Act, including but not limited to, the general powers and special powers set forth in Sections 190.011 and 190.012(1), Florida Statutes.

B. Additional Powers. The District petitioned the County Commission for consent to exercise one or more of the special powers granted in Section 190.012(2)(a) and (d), Florida Statutes. The County consents to the exercise of the special powers granted by Section 190.012(2)(a) and (d), Florida Statutes (2016), as may be limited by this agreement between the County and District. With respect to the power granted to the CDD under Section 190.012(2)(d), Florida Statutes, the County Commission limits the approval of security gates or guardhouses to those used for traffic control measures only. All roads shall remain open to the public.

C. Acknowledgement of Powers. The District hereby acknowledges that its additional powers under the Ordinance do not include those set forth in Sections 190.012(2)(b) and (c), Florida Statutes, and the District agrees that it will not provide such improvements or services, nor collect assessments thereof without the prior approval and amendment to the Ordinance by the County Commission.

ARTICLE III – ENHANCED DISCLOSURE AND NOTICE

Section 3.01 Enhanced Disclosure of District and Assessments. In addition to the statutory requirements for disclosure set forth in Sections 190.009, 190.048 and 190.0485, Florida Statutes, the District Board hereby agrees to have executed and filed in the Official Records of Flagler County a “Declaration of Consent to Jurisdiction of Community Development District and to Imposition of Special Assessments” in substantially the form attached hereto as Exhibit “B”. Such Declaration is intended to inform potential future landowners of land within the boundaries of the District of both the establishment of the District and the existence of liens and special assessments on lands contained within the District, which liens run with the land.

Section 3.02. Notice of the District Meeting Schedule. In addition to the statutory notice requirement set forth in Section 190.008(2)(a), Florida Statutes, the District hereby agrees to provide once a year to each landowner in the District direct notice of the District’s adopted schedule of meetings of the District Board for the ensuing fiscal year, which notice shall designate the date, time and place of each of the scheduled meetings. The notice shall be sent by U.S. mail to each landowner within the District at their last known mailing address according to the owner information on record with the Flagler County Tax Collector for the respective parcel as of the date of such notice.

Section 3.03. Notice of Annual Budget Hearing. In addition to the statutory notice requirement set forth in Section 190.008(2)(a), the District hereby agrees to provide to each landowner in the District direct notice of the District’s annual budget hearing, which notice shall designate the date, time, and place of the public hearing. The notice shall be sent by U.S. mail to each landowner within the District at their last known mailing address according to the owner information on record with the Flagler County Tax Collector for the respective parcel as of the date of such notice.

ARTICLE IV – MAINTENANCE OBLIGATIONS

Section 4.01. Internal Roadways, Stormwater Management Ponds, Street lighting and Lift Stations. The District hereby agrees to assume maintenance responsibility for any internal roadways, common areas, stormwater management ponds, street lighting and lift stations which are planned, platted and/or constructed within the District boundaries. All roads shall be open to the public, but may be gated as a traffic control measure. The parties acknowledge that roadways within a portion of the District, have previously been accepted for maintenance by the Hunters Ridge Homeowners Association of East Florida, Inc. (the “HOA”). However, the County and the District desire for the maintenance responsibilities to be assumed by the District. The District agrees to enter into an agreement with the HOA to address the maintenance obligations of the District and the HOA in a form substantially similar to Exhibit “C” attached hereto. The agreement with the HOA shall be entered into within ninety (90) days of the Effective Date of the Ordinance.

ARTICLE V – ASSESSMENTS ON COUNTY PROPERTY

Section 5.01. The District shall not impose, levy, certify or otherwise seek to encumber or collect special assessments, non ad valorem assessments, maintenance assessments or taxes of any kind for property which is owned , or may be owned in the future, by the County, regardless of the uses to which the property is put.

ARTICLE VI – CAPITAL ASSESSMENTS

Section 6.01 Imposition of Capital Assessments. The District has the right to impose Capital Assessments on Parcel Owners pursuant to the District Act, for the purpose of repaying bonds issued (and related expenses) to finance the Improvements.

Section 6.02. Budget. The County has received and reviewed the financial documents and all information relating to the improvements to be made within the boundaries of the District. The County and the District agree, based on the information provided in the Petition, on the financial needs and estimated budget of the District for construction of anticipated improvements.

Section 6.03. Limit on Capital Assessments. The District shall not impose annual Capital Assessments on any Parcel identified below in excess of the following limits and, if more than one Capital Assessment is imposed on Parcels within the District, no one annual Capital Assessment shall be increased to the extent that it would cause the total of all Capital Assessments for a Parcel in any given year to exceed the following limits:

	<u>Lot Size</u>	<u>Maximum Assessment</u>
A.	Single family lot	\$2500.00
B.	multifamily (per unit)	\$1500.00

These amounts are exclusive of operation and maintenance assessments which may be imposed by the District and any assessments imposed by a homeowners' association. These amounts are also net of the statutory discount and collection costs using the Uniform Method of Collection pursuant to Chapter 197, Florida Statutes.

Section 6.04. Additional or Increased Capital Assessments. Notwithstanding the above, the District may impose additional or increased Capital Assessments on a Parcel beyond the limitations listed in the previous paragraph if the County agrees to such increase. The County agrees to consider any request of the District to increase the Capital Assessments; provided, however, the County is under no obligation to consent to such increases. The following are examples, not intended to be exhaustive, where the District may request the County to reconsider such limitations:

(a) **Force Majeure.** In a Force Majeure circumstance for: (i) the cost of repairing/or replacing any damaged Improvement on the Property where the amount of insurance proceeds received are insufficient to satisfy the costs of such repair, or (ii) the cost of completing initial construction of an improvement where an event of Force Majeure affects construction (either by delaying completion or increasing the costs of completion) of the improvement. In either event, the District may impose additional Capital Assessments on Parcel Owners in accordance with the apportionment methodology established in the financial documents; provided, however, such costs are normal and customary to the local area where the Property is located;

(b) **Excessive costs.** If the actual costs associated with the construction of any Improvement to the Property exceed the estimated costs for such Improvements; or

(c) Additional Improvements. If the District decides to construct additional improvements not originally contemplated by the documentation supporting the Petition for Establishment provided to and approved by the County.

Section 6.05. Other Assessments. This Article applies to Capital Assessments for the improvements and shall not affect the District's right to impose ad valorem taxes, or operation and maintenance assessments on any Parcel. Except to the extent limited by Section 6.03, Article VI shall not affect the District's right to impose liens as provided by Florida Statutes.

Article VII – Miscellaneous Provisions

Section 7.01. Notices. Any notices or reports required or allowed by this Agreement shall be in writing and be deemed delivered when: (i) hand delivered to the official hereinafter designated, or (ii) upon receipt of such notice when deposited in the United States mail, postage prepaid, addressed to a party at the address set forth opposite the party's name below, or at such other address as the party shall have specified by written notice to the other party delivered in accordance herewith.

For the County: County Administrator
1769 East Moody Blvd., Bldg. 2
Bunnell, Florida 32110

With a copy to: Albert J. Hadeed, Esquire
1769 East Moody Blvd., Bldg. 2
Bunnell, Florida 32110

For the District: Wrathell Hunt & Associates, LLC
District Manager
6131 Lyons Road
Coconut Creek, FL 33073

With copy to: Booker & Associates, P.A..
District Counsel
1019 Town Center Drive, Suite 201
Orange City, FL 32763

Section 7.02. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the County, the District, and their respective successors and assigns.

Section 7.03. Effective Date. This Agreement shall become effective after its execution by the authorized representatives of both parties and upon the date of its recordation in the Public Records of Flagler County.

Section 7.04. Governing Law and Venue. The exclusive venue for enforcement or interpretation of this Agreement is the Circuit Court of the Seventh Judicial Circuit in and for Flagler County.

Section 7.05. Non-Waiver. The failure of either party to exercise any right shall not be considered a waiver of such right in the event of any further default or non-compliance.

Section 7.06. Severability. If any provisions of this Agreement shall be declared illegal, void or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.

Section 7.07. Entire Agreement. This Agreement contains all the terms and conditions agreed upon by the parties.

Section 7.08. Third Party Beneficiaries. This Agreement does not create any relationship with, or any rights in favor of, any third party.

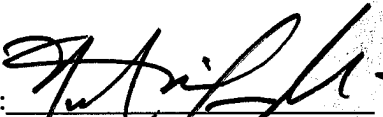
Section 7.09. Construction. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this Agreement.

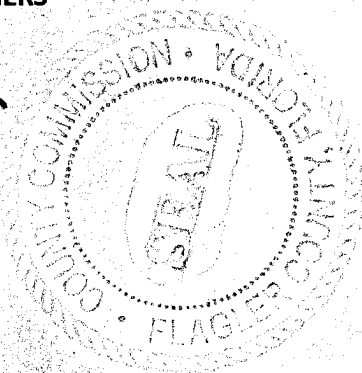
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Unofficial Copy

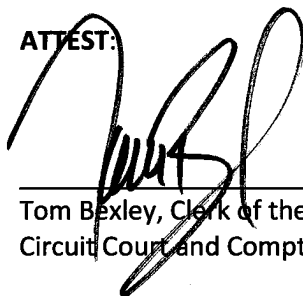
APPROVED by Flagler County this 5th day of December, 2016.

FLAGLER COUNTY
BOARD OF COUNTY COMMISSIONERS

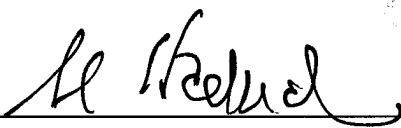
By: 
Nate McLaughlin, Chairman



ATTEST:


Tom Bexley, Clerk of the
Circuit Court and Comptroller

APPROVED AS TO FORM:


Al Hadeed,
County Attorney

Unofficial Copy

APPROVED by the District Board this 19th day of December, 2016.

WITNESSES:

HUNTER'S RIDGE COMMUNITY DEVELOPMENT
DISTRICT NO. 1, a local
unit of special purpose government established
pursuant to Chapter 190, Fla. Stat.

Jennifer Flesch
Signature

Jennifer Flesch
Print Name

Kim C Booker
Signature

Kim C Booker
Print Name

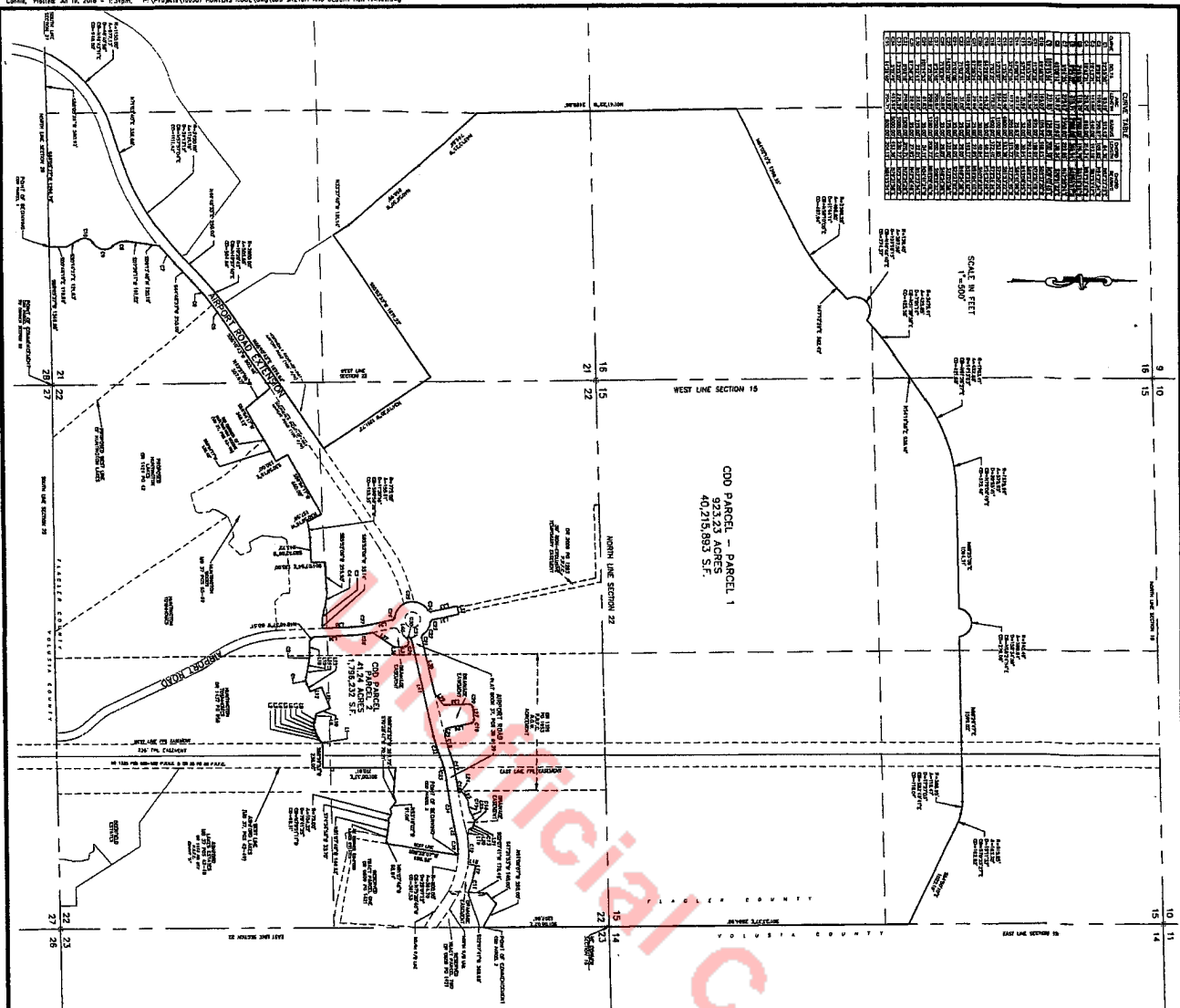
By: [Signature]
Name: Kimberly Buck
Its: Chairman

Unofficial Copy

Exhibit A. Property Boundary

Unofficial Copy

Cadd, Parcel Jul 16, 2016 - 1:34pm, P:\Projects\160507 HUNTERS ROCE\dwg\CDD SKETCH AND DESCRIPTION - revised.dwg



SECTION	ACRES	SQ. FT.
15	1.0000	69,696.00
16	1.0000	69,696.00
21	1.0000	69,696.00
22	1.0000	69,696.00
23	1.0000	69,696.00
TOTAL	5.0000	348,480.00

APPROVED FOR:
ALAN ENGINEERING GROUP, INC.
DATE: 7/16/2016
BY: [Signature]
PROJECT NO.: 160507

NO.	DATE	BY	CHKD.	REVISIONS
1				
1				

CARNAHAN • PROCTOR • CROSS, INC.
CONSULTING ENGINEERS • SURVEYORS • PLANNERS
220 CHARLES STREET, SUITE A, PORT ORANGE, FL 32129
PHONE: (321)241-8908 FAX: (321)241-8910
Certificate of Authorization L62938
www.carnahan-proctor.com

**SKETCH AND DESCRIPTION
FOR CDD PARCELS 1 AND 2
TOTAL 96.447 ACRES**

PROPERTY BOUNDARY PAGES

S.03°29'08"E., A DISTANCE OF 279.06 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE, S.85°52'06"W., A DISTANCE OF 33.14 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 440.00 FEET AND A CENTRAL ANGLE OF 18°43'31"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 143.80 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 660.00 FEET AND A CENTRAL ANGLE OF 18°43'31"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 215.70 FEET TO THE POINT OF TANGENCY; THENCE S.85°52'06"W., A DISTANCE OF 255.50 FEET; THENCE S.04°07'54"E., A DISTANCE OF 135.00 FEET; THENCE S.85°32'06"W., A DISTANCE OF 243.72 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 775.00 FEET AND A CENTRAL ANGLE OF 11°30'16"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 155.61 FEET TO A POINT; THENCE N.30°58'16"W., A DISTANCE OF 157.59 FEET; THENCE S.59°54'17"W., A DISTANCE OF 660.00 FEET; THENCE S.30°58'16"E., A DISTANCE OF 130.00 FEET; THENCE S.59°54'17"W., A DISTANCE OF 236.45 FEET TO THE NW CORNER OF SAID HUNTINGTON WOODS AT HUNTER'S RIDGE PHASE 1, SAID POINT ALSO BEING THE NORTHEAST CORNER OF PROPOSED HUNTINGTON LAKES; THENCE THE FOLLOWING FOUR COURSES ALONG THE NORTH LINE OF SAID PROPOSED HUNTINGTON LAKES: THENCE S.59°54'17"W., A DISTANCE OF 349.12 FEET; THENCE N.42°27'56"W., A DISTANCE OF 802.46 FEET TO THE POINT OF TANGENCY OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 2700.00 FEET AND A CENTRAL ANGLE OF 03°45'03"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 176.78 FEET TO THE NORTHWEST CORNER OF SAID PROPOSED HUNTINGTON LAKES; THENCE CONTINUE ALONG THE ARC OF SAID CURVE AND THE SOUTHERLY RIGHT OF WAY LINE A DISTANCE OF 250.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2550.00 FEET AND A CENTRAL ANGLE OF 05°04'35"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND THE SOUTHERLY RIGHT OF WAY LINE A DISTANCE OF 120.19 FEET; THENCE S.07°29'11"W., A DISTANCE OF 191.02 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 177.63 FEET, A CENTRAL ANGLE OF 45°08'12", AND A CHORD BEARING AND DISTANCE OF S.20°51'22"E., 136.34 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 139.93 FEET TO THE POINT OF REVERSE CURVATURE OF A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 125.65 FEET, A CENTRAL ANGLE OF 105°45'54", AND A CHORD BEARING AND DISTANCE OF S.09°40'45"W., 200.39 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 231.95 FEET TO THE POINT OF REVERSE CURVATURE OF A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 105.29 FEET, A CENTRAL ANGLE OF 89°48'10", AND A CHORD BEARING AND DISTANCE OF S.05°37'20"W., 148.65 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 165.03 FEET TO A POINT; THENCE S.30°14'27"E., A DISTANCE OF 121.63 FEET; THENCE S.00°48'19"E., A DISTANCE OF 179.69 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 40.215,893.41 SQUARE FEET, OR 923.23 ACRES MORE OR LESS.

10C

LEGAL DESCRIPTION: CDD PARCEL 2

A PARCEL OF LAND LYING IN SECTION 22, TOWNSHIP 14 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EAST LINE OF SAID SECTION 22, AND THE NORTH LINE OF RESERVE TRACT PARCEL TWO, AS RECORDED IN OFFICIAL RECORDS BOOK 0609, PAGES 1421 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE N.61°08'07"W, ALONG THE NORTHERLY LINE OF SAID RESERVE TRACT PARCEL TWO, A DISTANCE OF 280.00 FEET; THENCE S.47°21'53"W, ALONG THE NORTHWESTERLY LINE OF SAID RESERVE TRACT PARCEL TWO, A DISTANCE OF 140.00 FEET; THENCE S.02°07'41"W, ALONG SAID WEST LINE OF SAID RESERVE TRACT PARCEL TWO, AND THE EXTENSION THEREOF, A DISTANCE OF 368.68 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF AIRPORT ROAD (A 100.00 FOOT RIGHT OF WAY) AS RECORDED IN PLAT BOOK 37, PAGES 38 & 39 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; AND A POINT ON A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 800.00 FEET; A CENTRAL ANGLE OF 26°07'12", AND A CHORD BEARING AND DISTANCE OF N.75°20'40"W, 361.55 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 384.70 FEET TO THE POINT OF INTERSECTION WITH THE WEST LINE OF RESERVE TRACT PARCEL ONE AS RECORDED IN OFFICIAL RECORDS BOOK 0609, PAGE 1421, AND THE POINT OF BEGINNING;

THENCE LEAVING SAID SOUTHERLY RIGHT OF WAY LINE, S.08°32'07"W, ALONG THE SAID WESTERLY LINE, A DISTANCE OF 696.59 FEET; THENCE LEAVING SAID WESTERLY LINE RUN N.81°07'46"W, A DISTANCE OF 60.84 FEET TO A POINT ON THE NORTHEAST CORNER OF ASHFORD LAKES ESTATES, AS RECORDED IN MAP BOOK 37, PAGES 42 THROUGH 49 OF SAID PUBLIC RECORDS; THENCE THE FOLLOWING SIX COURSES AND DISTANCES ALONG SAID NORTH LINE, N.81°07'46"W, A DISTANCE OF 144.82 FEET; THENCE S.74°34'58"W, A DISTANCE OF 33.70 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 79°41'35", AND A CHORD BEARING AND DISTANCE OF N.78°51'11"W, 96.11 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 104.32 FEET; THENCE N.53°49'02"W, A DISTANCE OF 91.08 FEET; THENCE S.70°28'41"W, A DISTANCE OF 70.21 FEET; THENCE N.86°22'52"W, A DISTANCE OF 269.72 FEET TO THE WEST LINE OF SAID ASHFORD LAKES ESTATES, AND A POINT ON THE EASTERLY LINE OF A 236 FOOT WIDE FLORIDA POWER AND LIGHT EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 1335, PAGES 500 THROUGH 502 AND OFFICIAL RECORDS BOOK 38, PAGE 50, OF SAID PUBLIC RECORDS; THENCE S.01°00'33"E, ALONG SAID WESTERLY LINE OF SAID ASHFORD LAKES ESTATES AND THE EASTERLY LINE OF SAID FLORIDA POWER AND LIGHT EASEMENT AND THE NORTHEASTERLY CORNER OF HUNTINGTON LEAVING SAID LINE, N.88°58'53"W, A DISTANCE OF 238.00 FEET TO THE WEST LINE OF SAID FLORIDA POWER AND LIGHT EASEMENT AND THE FOLLOWING NINETEEN COURSES AND DISTANCES ALONG SAID NORTH LINE; TOWNHOMES, AS RECORDED IN OFFICIAL RECORDS BOOK 1437, PAGE 958 OF SAID PUBLIC RECORDS; THENCE THE FOLLOWING NINETEEN COURSES AND DISTANCES ALONG SAID NORTH LINE: S.42°11'13"W, A DISTANCE OF 16.63; THENCE S.53°55'22"W, A DISTANCE OF 47.26 FEET; THENCE S.59°32'40"W, A DISTANCE OF 34.27 FEET; THENCE S.64°40'47"W, A DISTANCE OF 26.83 FEET; THENCE S.74°13'09"W, A DISTANCE OF 34.36 FEET; THENCE S.75°24'56"W, A DISTANCE OF 36.23 FEET; THENCE N.77°27'43"W, A DISTANCE OF 32.00 FEET; THENCE N.75°59'46"W, A DISTANCE OF 50.00 FEET; THENCE N.83°48'47"W, A DISTANCE OF 32.53 FEET; THENCE N.22°59'03"W, A DISTANCE OF 147.86 FEET; THENCE S.66°49'01"W, A DISTANCE OF 219.53 FEET; THENCE S.23°24'12"E, A DISTANCE OF 115.58 FEET; THENCE S.66°04'46"W, A DISTANCE OF 80.94 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 113.43 FEET AND A CENTRAL ANGLE OF 32°55'50"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 65.19 FEET TO A POINT; THENCE N.79°38'09"W, A DISTANCE OF 105.62 FEET; THENCE N.80°07'52"W, A DISTANCE OF 27.37 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 700.87 FEET, AND A CENTRAL ANGLE OF 08°59'22"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 109.96 FEET TO A POINT; THENCE S.87°36'40"W, A DISTANCE OF 107.41 FEET; THENCE N.48°40'37"W, A DISTANCE OF 60.51 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF THE AFOREMENTIONED AIRPORT ROAD; THENCE N.03°29'08"W, ALONG THE SAID RIGHT OF WAY LINE A DISTANCE OF 367.06 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 1280.00 FEET, A CENTRAL ANGLE OF 09°34'48"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 214.02 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE, N.32°30'56"E, A DISTANCE OF 237.95 FEET; THENCE N.14°13'40"E, A DISTANCE OF 37.65 FEET; THENCE N.04°03'35"W, A DISTANCE OF 82.95 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 35.00 FEET, AND A CENTRAL ANGLE OF 101°14'53"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 61.85 FEET TO THE POINT OF TANGENCY; THENCE S.74°40'47"W, A DISTANCE OF 51.58 FEET TO THE AFOREMENTIONED AIRPORT ROAD RIGHT OF WAY AND A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 175.00 FEET; A CENTRAL ANGLE OF 71°24'3"; AND A CHORD BEARING AND DISTANCE OF N.12°33'54"E, 22.01 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 22.03 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 67°58'32"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 29.66 FEET TO THE POINT OF TANGENCY; THENCE N.76°56'04"E, A DISTANCE OF 961.36 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 1500.00 FEET AND A CENTRAL ANGLE OF 80°31'8"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 4210.88 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 1000.00 FEET AND A CENTRAL ANGLE OF 13°15'07"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 231.29 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 5000.00 FEET AND A CENTRAL ANGLE OF 5°11'49"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 453.52 FEET TO THE POINT OF TANGENCY; THENCE N.76°56'04"E, A DISTANCE OF 78.99 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 800.00 FEET AND A CENTRAL ANGLE OF 14°39'40"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 204.71 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 1,796,232.02 SQUARE FEET, OR 41.24 ACRES MORE OR LESS.

TOTAL CDD LAND, PARCEL 1 AND PARCEL 2 TOGETHER: 42,012,125.43 SQUARE FEET OR 964.47 ACRES ±

Exhibit B. Enhanced Disclosure of District and Assessments.**PROPOSED FORM**

(ACTUAL FORM WILL BE PREPARED BY BOND COUNSEL UPON ISSUANCE OF BONDS)

**DECLARATION OF CONSENT TO JURISDICTION OF
COMMUNITY DEVELOPMENT DISTRICT AND****TO IMPOSITION OF SPECIAL ASSESSMENT**

The undersigned, authorized officers of US Capital Alliance, LLC. (the "Landowner") and the sole owner of land described in Attachment 1 hereto (the "Property") and located within the boundaries of the District (hereinafter defined) intending that it and its successors in interest shall be legally bound by this Declaration, hereby declares, acknowledges and agrees as follows:

1. Hunter's Ridge Oaks Community Development District No. 1 (the "District") is, and has been at all times relevant hereto, a legally created, duly organized, and validly existing community development district under the provisions of Florida Statutes, Chapter 190, and Ordinance No. _____ enacted by the Board of County Commissioners of Flagler County, Florida on _____. The members of the Board of Supervisors of the District (the "Supervisors") and officers as constituted to and including the date of this Declaration were duly elected to their respective positions in accordance with all requirements of Federal and Florida law including the Constitution of the United States of America and of the State of Florida and has the authority and right to authorize, approve and undertake all actions of the District referred to herein.
2. The Landowner, its heirs, successors and assigns hereby confirm and agree that the special assessments imposed by the District pursuant to Resolution 2016- _____ (collectively, the "Assessment Proceedings") including any true up payments required to be paid pursuant to the adopted and approved assessment methodology, are valid, legal binding liens against the Land, coequal with the lien of all state, county, district and municipal taxes, superior in dignity to all other liens, titles, and claims until paid. The Landowner acknowledges and agrees that it was present at the meeting of the Board of Supervisors upon the adoption of the foregoing Resolution, that such meetings were properly noticed meetings of such Board, and further that it does hereby waive any irregularity in any notice which could be asserted as being applicable under provisions of Florida law in connection with the adoption of such Resolution.
3. The Landowner, its heirs, successors and assigns, hereby waive the right granted in Chapter 170.09, Florida Statutes to prepay the special assessments within thirty (30) days after the improvements are completed without interest, in consideration of limiting the amount of capitalized interest which was required to be borrowed by the District, thereby reducing the amount of the special assessments and in consideration of the rights granted by the District to prepay the special assessments in full at any time under the circumstances set forth in this resolution of the District levying the special assessments.

THE DECLARATIONS, ACKNOWLEDGEMENTS, AND AGREEMENTS CONTAINED HEREIN SHALL RUN WITH THE LAND DESCRIBED IN ATTACHEMENT 1 HERETO AND SHALL BE BINDING ON PROPERTIES AND ON ALL PERSONS (INCLUDING CORPORATIONS, ASSOCIATIONS, TRUSTS, AND OTHER LEGAL ENTITIES) TAKING TITLE TO ALL OR ANY PART OF THE LAND, AND THEIR SUCCESSORS IN INTEREST, WHETHER OR NOT THE LAND IS PLATTED AT SUCH TIME. BY TAKING SUCH PERSONS SHALL BE DEEMED TO HAVE CONSENTED AND AGREED TO THE PROVISIONS OF THIS DECLARATION TO THE SAME EXTENT AS IF THEY HAD EXECUTED IT AND BY TAKING SUCH TITLE SUCH PERSONS SHALL BE STOPPED FROM CONTESTING, IN COURT OR OTHERWISE, THE VALIDIDTY, LEGALITY, AND ENFORCEABILITY OF THIS DECLARATION OR OF ANY OF THE ORDINANCES, RESOLUTIONS, AGREEMENTS, DOCUMENTS, AND OTHER MATTERS DEALT WITH HEREIN.

Dated this ____ day of _____ 2016.

WITNESSES:

OWNER

By: _____

Name: _____

Name: _____

STATE OF FLORIDA

COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 2016,
by _____. He/she is personally known to me or has provided a valid driver's license as
identification.

Notary Public; State of Florida

Print name: _____

My commission expires: _____

My commission No. _____

Exhibit C. Draft Agreement between District and HOA.

Unofficial Copy

INFRASTRUCTURE MAINTENANCE AGREEMENT

This Agreement is made and entered into by and between the **Hunter's Ridge Oaks Community Development District No. 1**, an independent unit of special purpose government established under Fla. Stat. §190, et seq., (the "CDD") and the **Hunter's Ridge Homeowner's Association of East Florida, Inc.**, a Florida non-profit corporation, (the "HOA") for the purposes set forth herein.

Statement of Purpose

The Hunter's Ridge development covers property that is in the general governmental jurisdiction of both Volusia and Flagler County. The portions of Hunter's Ridge in Volusia County were developed with public infrastructure that is **owned** and maintained by the City of Ormond Beach, Florida. Costs associated with the ownership and maintenance of portions public infrastructure associated with the Flagler County portions of the Hunter's Ridge project are an undue burden on the HOA. The CDD was established by Flagler County to finance and maintain public infrastructure that supports development of the real property located within the CDD's boundary. Portions of the public infrastructure that benefits the property within the CDD's boundary are currently maintained by the HOA and the parties' desire, through this Agreement, to establish a clear understanding of their respective costs and obligations relating to such public infrastructure.

1. **Incorporation of Statement of Purpose** – The Statement of Purpose is incorporated as part of this Agreement.
2. **Installation and Maintenance of Public Infrastructure Located within the CDD Boundary** – The CDD shall have primary responsibility for the costs associated with installing and maintaining the public infrastructure located within its boundaries (the "CDD Infrastructure"). The final public infrastructure to be financed, installed and maintained by or on behalf of the CDD will be established through the CDD's adoption of a capital improvement plan. The preliminary CDD Infrastructure is identified in the Statement of Estimated Regulatory Expenses attached as Exhibit A. It is the specific intent of the CDD and HOA that none of the costs associated with maintenance of the CDD Infrastructure will be borne by the HOA.
3. **Apportionment of Maintenance Costs for Flagler County Public Infrastructure Located Outside the CDD Boundary and within CDD Boundary** – Portions of the infrastructure located outside of the proposed CDD boundary and identified on attached Exhibit B is currently maintained by the HOA (the "Flagler Infrastructure"). The CDD and HOA agree that the cost of maintaining Airport Road between Hunter's Ridge Boulevard and the westerly intersection of Airport Road and the Volusia/Flagler County line, including associated street lighting, will be borne by the CDD. The CDD and HOA further agree that the costs associated with the ongoing maintenance of the Flagler Infrastructure, excluding the Airport Road section referenced in the previous sentence, should be apportioned among the property that is developed in Flagler County as a part of the overall development of Hunter's Ridge.

The CDD shall pay its pro-rata share of those costs, as determined by the ratio of the total number of lots located within the CDD to the overall number of lots approved for the Flagler County portion of the Hunter's Ridge development.

- a. *Method of Payment.* The HOA will present the CDD with periodic invoices for the costs it has incurred in connection with the maintenance of the Flagler Infrastructure. Within thirty (30) days of receipt of the invoices, the CDD will submit payment of its pro-rata share of the maintenance costs for the Flagler Infrastructure to the HOA.
- b. *Cooperation Regarding Apportionment of Future Maintenance Costs.* The CDD and HOA shall review and evaluate the pro-rata apportionment of the maintenance costs associated with the Flagler Infrastructure on or before June 30 of each year so that any adjusted maintenance costs can be included in the CDD's maintenance budget for the new fiscal year.

4. **Miscellaneous Provisions –**

- a. *Notice.* All notices required or permitted under this Agreement shall be in writing and hand-delivered or mailed to the following parties:

For the Hunter's Ridge HOA:

HOA President
100 Shadow Crossing Blvd.
Ormond Beach, FL 32174-2514

With Copies to:

Wright, Casey & Stowers
44 W. Granada Blvd.
Ormond Beach, FL 32174

For the Hunter's Ridge Oaks CDD No. 1:

Hunter's Ridge Oaks CDD No. 1
District Manager
Wrathell Hunt & Associates, LLC
6131 Lyons Rd.
Coconut Creek, FL 33073

With Copies to:

Booker & Associates, P.A.
District Counsel
1019 Town Center Dr.
Suite 201
Orange City 32763

- b. *Binding Effect.* This Agreement shall be binding upon and shall inure to the benefit of the CDD, the HOA and their respective successors and assigns.
- c. *Effective Date.* This Agreement shall become effective after its execution by the authorized representatives of both parties.
- d. *Governing Law and Venue.* The exclusive venue for enforcement or interpretation of this Agreement is the Circuit Court of the Seventh Judicial Circuit in and for Flagler County.

- e. *Non-Waiver.* The failure of either party to exercise any right shall not be considered a waiver of such right in the event of any further default or non-compliance.
- f. *Severability.* If any provisions of this Agreement shall be declared illegal, void or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.
- g. *Entire Agreement.* This Agreement contains all the terms and conditions agreed upon by the parties.
- h. *Construction.* This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this Agreement.

(The Remainder of this Page Left Intentionally Blank)

IN WITNESS WHEREOF, the parties hereto attached their hands and seals on the dates set forth below.

WITNESSES:

**HUNTER'S RIDGE OAKS COMMUNITY
DEVELOPMENT DISTRICT NO. 1**, a local unit
of special purpose government established pursuant
to Chapter 190, Fla. Stat.

Signature

Print Name

Signature

By: _____

Its: Chairman

Print Name

Date: _____

STATE OF FLORIDA

COUNTY OF FLAGLER

Sworn to and subscribed before me this ____ day of _____, 2016, by
_____, as Chairman of the Hunter's Ridge Oaks Community Development District #1.
He / She is personally known to me or has produced a valid driver's license as identification.

Notary Public; State of Florida

Print Name: _____

My Commission Expires: _____

My Commission No. _____

WITNESSES:

HUNTER'S RIDGE HOMEOWNER'S
ASSOCIATION of EAST FLORIDA, a Florida
non-profit corporation

Signature

Print Name

Signature

By: _____

Its: President

Print Name

Date: _____

STATE OF FLORIDA

COUNTY OF VOLUSIA

Sworn to and subscribed before me this _____ day of _____, 2016, by
_____, as President of the Hunter's Ridge Homeowner's Association of East Florida,
Inc., a Florida corporation. He / She is personally known to me or has produced a valid driver's
license as identification.

Notary Public; State of Florida

Print Name: _____

My Commission Expires: _____

My Commission No. _____

Mary Murphy

From: Kim Booker
Sent: Friday, October 6, 2023 3:27 PM
To: Mary Murphy
Subject: FW: Hunter's Ridge DRI Notice of Non-Compliance
Attachments: Comity

Need to add to index

Kim C. Booker, Attorney at Law
Booker & Associates, P.A.
1019 Town Center Drive, Suite 201
Orange City, Florida 32763
Telephone (386) 774-6552
Fax (386) 774 -5997

This communication is intended to be a confidential and privileged communication protected by attorney client privilege. If you are the unintended recipient of this communication, please notify my office immediately at 386 774 6552. Due to increased risk of fraud, please confirm any and all wiring instructions before sending any wires to our office.

From: Sean S. Moylan <smoylan@flaglercounty.gov>
Sent: Friday, October 6, 2023 3:12 PM
To: Kim Booker <kbooker@bookerandassoc.com>; Adam Mengel, AICP, LEED AP BD+C <amengel@flaglercounty.gov>
Cc: Chuck Merenda <cmerenda@flaglercounty.gov>
Subject: RE: Hunter's Ridge DRI Notice of Non-Compliance

See attached.

Sean S. Moylan
Deputy County Attorney

E: smoylan@flaglercounty.gov | V: 386-313-4056 | W: www.flaglercounty.gov



Flagler County Board of County Commissioners
1769 E. Moody Blvd., Bldg 2
Bunnell, FL 32110



The mission of Flagler County is to provide high-quality services through a responsive workforce committed to excellence, integrity, in collaboration with the cities and to act as a fiscally responsible steward.

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From: Kim Booker <kbooker@bookerandassoc.com>
Sent: Friday, October 6, 2023 3:11 PM
To: Adam Mengel, AICP, LEED AP BD+C <amengel@flaglercounty.gov>
Cc: Sean S. Moylan <smoylan@flaglercounty.gov>; Chuck Merenda <cmerenda@flaglercounty.gov>
Subject: RE: Hunter's Ridge DRI Notice of Non-Compliance

Can you send me the minutes approving the wells in the conservation area for the City? As well as any application or documents presented to the commission.

Kim C. Booker, Attorney at Law
Booker & Associates, P.A.
1019 Town Center Drive, Suite 201
Orange City, Florida 32763
Telephone (386) 774-6552
Fax (386) 774 -5997

This communication is intended to be a confidential and privileged communication protected by attorney client privilege. If you are the unintended recipient of this communication, please notify my office immediately at 386 774 6552. Due to increased risk of fraud, please confirm any and all wiring instructions before sending any wires to our office.

From: Adam Mengel, AICP, LEED AP BD+C <amengel@flaglercounty.gov>
Sent: Friday, October 6, 2023 2:17 PM
To: Kim Booker <kbooker@bookerandassoc.com>
Cc: Sean S. Moylan <smoylan@flaglercounty.gov>; Chuck Merenda <cmerenda@flaglercounty.gov>
Subject: Hunter's Ridge DRI Notice of Non-Compliance

Hi Kim:

I'm not sure how successful Sean has been in his research, but the Board's minutes, the agenda item, and the Notice itself do not reflect the use of any outside counsel. As best I can remember, this was all Al Hadeed with input from Craig Coffey (and to a much lesser extent me). I am remembering a meeting with [Charles Lee with Audubon](mailto:clee@audubon.org) (clee@audubon.org; 407-620-5178; [resume from 2014](#)) around this time that Al had set up, but no other legal counsel was present.

For the rescinding of the Notice, it appears that Kate Stangle was serving as Special Counsel to the County at the time. I believe this was in the time immediately after she left the County to work at [Nelson Mullins](#), and she stayed on with us to wrap up some outstanding projects and because we needed her help. No mention I could find of anyone else.

I hope this helps, and have a great weekend!

Adam

P.S. If you are super-bored, I found this [website from USF](#) with Charles Lee's oral history of his life and his work with Audubon (something we need to get Al to sit down and do for Flagler... and someday you should do for Hunter's Ridge). ☺

Adam Mengel, AICP, LEED AP BD+C
Growth Management Director

E: amengel@flaglercounty.gov | V: 386-313-4065 | W: www.flaglercounty.gov



Flagler County Board of County Commissioners

1769 E. Moody Blvd., Bldg 2

Bunnell, FL 32110



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FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

JUNE 21, 2021

REGULAR MEETING

Present: Chair Donald O'Brien, Vice Chair Joe Mullins, Commissioners David Sullivan, Gregory Hansen and Andy Dance, County Administrator Jerry Cameron, County Attorney Al Hadeed and Deputy Clerk Rhea Cosgrove

Chair O'Brien called the meeting to order at 5:00 p.m. in the Board Chambers of the Government Services Building in Bunnell, Florida.

ITEM 1 - PLEDGE TO THE FLAG AND MOMENT OF SILENCE

Chair O'Brien led the Pledge to the Flag and requested a moment of silence.

ITEM 2 - ADDITIONS, DELETIONS AND MODIFICATIONS TO THE AGENDA

A motion was made by Commissioner Hansen to move up Item 8a to be heard after Item 3. Seconded by Commissioner Sullivan.

Chair O'Brien called the question. Motion carried unanimously.

A motion was made by Commissioner Hansen to delete Item 8c – Pavement Management Report Presentation from the agenda. Seconded by Commissioner Dance.

Chair O'Brien called the question. Motion carried unanimously.

A motion was made by Commissioner Hansen to add an Interlocal Agreement between Flagler County and the City of Palm Coast regarding Marineland Acres Drainage and Roadway Improvements as Item 8c. Seconded by Commissioner Dance.

Chair O'Brien called the question. Motion carried unanimously.

ITEM 3 - ANNOUNCEMENTS BY THE CHAIR

Chair O'Brien announced the following:

- Annual Freedom Fest – July 3, 2021 at the Flagler Executive Airport
- Upcoming meetings:
 - County Offices closed – July 2 and 5 in observance of Independence Day
 - Regular Meeting – July 12 at 9:00 a.m. in the Board Chambers
 - Workshop – July 12 at 1:00 p.m. in the Board Chambers

June 21, 2021
Regular Meeting

**ITEM 9B – QUASI-JUDICIAL – APPLICATION #3251 REQUEST FOR SPECIAL USE
IN THE CN (CONSERVATION) AND PUD (PLANNED UNIT
DEVELOPMENT) DISTRICTS**

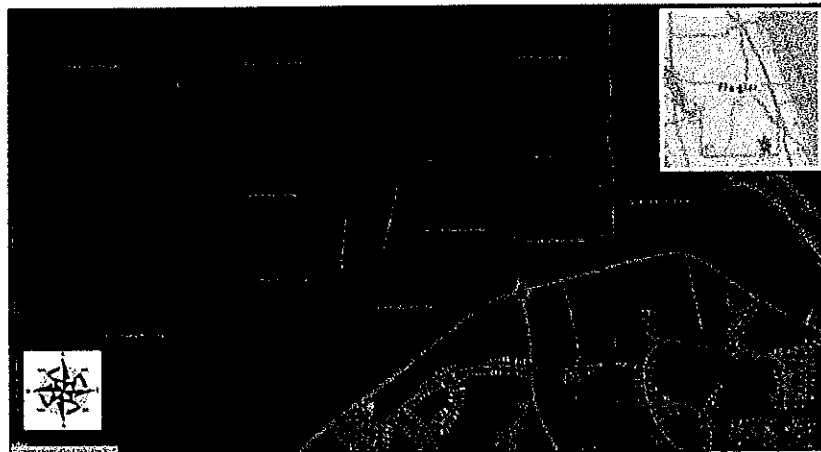
The following was requested by Adam Mengel, Growth Management Director:

**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
PUBLIC HEARING/AGENDA ITEM #9b**

SUBJECT: QUASI-JUDICIAL – Application #3251 – Request for Special Use in the CN (Conservation) and PUD (Planned Unit Development) Districts. Parcel #s: 16-14-31-0000-01010-0010; 20-14-31-0000-01010-0000; 21-14-31-0000-01010-0040; and 21-14-31-0000-01010-0050; 1,999.36+/- acres. Owner: Flagler County; Applicant: Shawn Finley, P.E., Public Works Director, City of Ormond Beach.

DATE OF MEETING: June 21, 2021

OVERVIEW/SUMMARY: This request is quasi-judicial in nature and requires disclosure of ex parte communication. The request is for approval of a Special Use in the CN (Conservation) and PUD (Planned Unit Development) Districts for raw water/public supply wells. The combined area of the parcels is 1,999.36+/- acres in size, identified as parcel #s 16-14-31-0000-01010-0010, 20-14-31-0000-01010-0000, 21-14-31-0000-01010-0040 and 21-14-31-0000-01010-0050, and these parcels are located North of Airport Road in the Hunter's Ridge Development of Regional Impact (DRI):



On April 9, 2021, the City of Ormond Beach submitted an application for a Special Use approval to establish raw water wells to supply the City's potable water system for delivery and use by customers both in Flagler County and the City of Ormond Beach. The City of Ormond Beach is the central water supplier of potable water within the Hunter's Ridge Development of Regional Impact (DRI). The proposed location provides close proximity to the existing City of Ormond Beach infrastructure that can allow for the construction of production wells that will provide high quality raw water that can be treated and provide for the future needs of existing and future developments in the area.

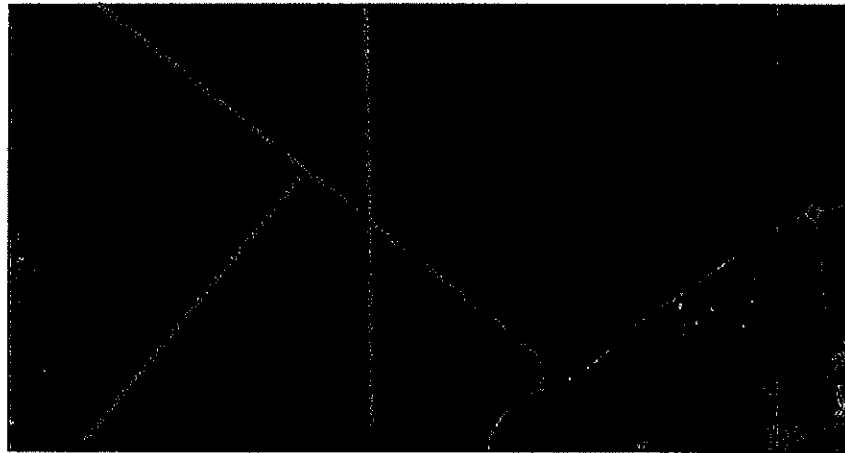
(Item 9b – continued)

These wells will have a maximum pumping capacity of 1,000 gallons per minute (gpm), and will feed into the City's 16-inch raw water main through a 12-inch diameter pipe. Additionally, adding these new wells will allow all the wells to be rotated offline for maintenance purposes.

Construction of each well consists of a 12-inch well casing with a submersible pump, associated piping, and electrical connections. The bulk of the work will take place within a 50 foot by 50 foot fenced area adjacent to the proposed easement. Permits for the wells will be obtained from the St. Johns River Water Management District and the Florida Department of Environmental Protection.

The proposed wellfield is located within the County's parcels in Hunter's Ridge identified as the Conservation Park Area, and were conveyed to Flagler County as a Development Order condition through the Warranty Deed dated April 24, 2017 and recorded on May 5, 2017 at Official Records Book 2203, Page 1431, Public Records of Flagler County, Florida. The intended eventual use of this area is as a passive recreation area, open to limited activities like hiking, horseback riding, mountain biking, and bird watching.

The proposed routing of the wellfield access and utility easement, with multiple well easements to be located along either side of the centerline of the access easement, is depicted as:



This proposed Easement is attached to this report (Attachment 2), prepared by the City of Ormond Beach staff as the attachment to a future Grant of Easement document from the County to the City to be recorded in the public records. The draft Easement is not being submitted for approval by the Board at this time; it is being provided as a draft document for the Board's information in conjunction with the Special Use request. This access and utility Easement is intended to generally follow the route of existing timber

(Item 9b – continued)

haul roads so that additional roadway impacts (and construction) are not required. This is also preferred due to the presence of conservation easements granted to the St. Johns River Water Management District within this portion of the Conservation Area. As of the drafting of this staff report, it has not yet been determined if the District would permit public supply wells to be located within its conservation easements. An additional complication is the presence of oil, gas, and mineral reservations which may require resolution prior to the siting of water wells in this area. Finally, all of this would be contingent on both the District's issuance of Consumptive Use Permits (CUPs) and the Florida Department of Environmental Protection's issuance of permits for the extension of the potable water system. The Special Use is the first stage in the approval process and is the prerequisite upon which all else will follow. If the County denies the Special Use, then the City of Ormond Beach would need to pursue another alternative for potable water production. But ultimately, another alternative may yet be needed if the remaining issues are not resolved to the satisfaction of all parties.

Specific guidance regarding Special Use review by the Board of County Commissioners is provided at LDC Section 3.06.05.E.3, *County commission hearing*:

- (a) The planning director shall schedule a hearing before the county commission to consider the application. In no event shall such hearing be scheduled more than forty-five (45) days from the date of the planning board decision unless proper notice has not been made.
- (b) The hearing provided for under this section shall be for the purpose of reviewing relevant information from the applicant regarding the requested public, semi-public or special use. The county commission shall also review written and/or oral comments from the public in accordance with its established procedures. The planning director, during the course of the hearing, shall inform the county commission of the record, proceedings, and recommendation of the planning board regarding the application. The commission shall utilize the same substantive standards provided in this article for the planning board.
- (c) At the conclusion of the hearing provided for under this section, the commission shall determine whether sufficient factual data was presented in order to render a decision. If the county commission determines that sufficient factual data was presented, then it shall either:
 - (1) Approve the request as submitted;
 - (2) Approve the request with conditions; or
 - (3) Disapprove the request.

If the commission determines that sufficient factual data was not presented, the commission may direct the applicant to supplement its application. At its option, the

June 21, 2021
Regular Meeting

(Item 9b – continued)

commission also may hire an independent consultant to study the issue and provide the factual data. The commission may continue the hearing until the next scheduled meeting to allow for the preparation of such factual data unless it extends the time for good cause shown on the record. Only one (1) such continuation shall be allowed for each requested public, semi-public or special use application unless good cause is found by the commission on the record.

This application was discussed by the Technical Review Committee on April 21, 2021. All staff comments were satisfactorily addressed by the applicant in advance of the Planning and Development Board meeting.

Planning and Development Board review authority: Section 3.06.05.E.2, LDC, requires that the Planning and Development Board – following a determination that sufficient factual data was presented in order to render a decision – recommend to the Board of County Commissioners to either approve the request as submitted, approve the request with conditions, or disapprove the request. Only one (1) continuation (tabling) to allow an applicant to supplement an application with additional factual data unless good cause is provided on the record for an additional continuance to be granted.

The Planning and Development Board reviewed this request as part of its May 11, 2021 regular meeting. Following the public hearing, the Planning Board unanimously recommended approval of the request subject to conditions.

BCC review authority: Section 3.06.05.E.3, LDC, tracks similarly to the Planning and Development Board's direction, and requires that the Board of County Commissioners review and approve, approve with conditions, or disapprove Special uses following consideration of the Planning and Development Board's recommendations and the factual data presented during the public hearing in support of – or in opposition to – the request.

This agenda item is:

 X quasi-judicial, requiring disclosure of ex-parte communication; or
 legislative, not requiring formal disclosure of ex-parte communication.

Public notice has been provided for this application according to LDC Section 2.07.00.

DEPARTMENT CONTACT: Growth Management/Adam Mengel/386-313-4065

OPTIONS FOR THE BOARD: The Board of County Commissioners may:

1. **Approve** the Special Use for the installation of raw water production wells, finding that sufficient factual data has been provided and that the requested Special Use is consistent with the Comprehensive Plan and the Land Development Code, subject to the following conditions:
 - a. contingent on satisfaction of all legal and permitting requirements including those

(Item 9b – continued)

- of the Conservation Easement and the DRI related to the conservation lands;
 - b. development of the well sites to occur contiguous to the draft Access and Utility Easement depicted in the easement graphic labeled as Attachment “A” to the extent approved by permitting authorities;
 - c. securing all applicable site development permits prior to installation of wells; and
 - d. coordinating access with Flagler County Land Management during construction and for maintenance on an ongoing basis.
2. **Deny** the Special Use for the installation of raw water production wells, finding that sufficient factual data has not been provided and/or that the requested Special Use is not consistent with the Comprehensive Plan and/or the Land Development Code.
 3. **Continue** the Special Use for the installation of raw water production wells request to a time and date certain.

ATTACHMENTS:

1. Technical Staff Report
2. Easement Document
3. Application and supporting documents
4. Planning and Development Board May 11, 2021 regular meeting minutes
5. Public notice

Chair O’Brien stated this item was quasi-judicial and requested disclosures from the BCC.

There was none.

Chuck Merenda, Assistant Growth Management Director, stated this was a request from the City of Ormond Beach to establish water wells in the area to supply water to the residents of Flagler County and a portion of Ormond Beach. He noted the City of Ormond Beach was the utility provider for Hunters Ridge. Stated the BCC could approve the request as submitted, approve with conditions, or disapprove. Noted there were issues of finding the sufficient data to approve.

County Administrator Cameron stated he felt it was critical to help Ormond Beach find other water sources because of a large expansion of Hunters Ridge coming before the BCC and recommended approval.

Commissioner Hansen stated if the BCC did not approve the entire project, it would be dead. Felt the BCC should approve with the conditions.

Chair O’Brien requested public comment.

Joyce Shanahan, Ormond Beach City Manager, thanked the BCC, noting the City currently provided water and wastewater to the southern portion of Flagler County. Stated the City had planned, designed, and included improvements in its five-year capital plan that would further enhance services within Flagler County.

(Item 9b – continued)

A motion was made by Commissioner Hansen to approve Item 9b with the conditions specified in the staff report as presented. Seconded by Commissioner Sullivan.

Chair O'Brien called the question. Motion carried **unanimously**.

ITEM 10A – COUNTY ADMINISTRATOR REPORT/COMMENTS

County Administrator Cameron announced the following:

- Flagler County would receive the Budget Award
- Flagler Access Care Center – Flagler's mental health facility was becoming a reality
- Mosquito Control would present a plan to provide countywide service
- County Engineer Alkhatib continued to pursue grants for the replacement of four bridges on the westside
- Staff working with the City of Bunnell to apply for state funding for Commerce Parkway to connect SR100 to US1

There was BCC consensus for the County Engineer to continue pursue grants for the work on Commerce Parkway and the replacement of four bridges on the westside of the county.

ITEM 10B – COUNTY ATTORNEY REPORT/COMMENTS

County Attorney Hadeed gave the following update on the dunes project:

- The owner the County was pursuing eminent domain was now working with staff
- A prospective owner stated he would sign an easement
- Two other owners had offers outstanding
- FDOT shoring up the beachfront at approximately the 1600 block of South 12th Street
- Teaming with Flagler Beach and FDOT to secure the annual maintenance agreement to cover the beaches in Flagler Beach after the project was complete

ITEM 10C – COMMUNITY OUTREACH

Jane Gentile Youd, Plantation Bay, thanked Mr. Cameron and staff. Requested the BCC hold a workshop on the American Rescue Plan and what the \$22 million meant to the County residents.

There was no further public comment.

ITEM 10D – COMMISSION REPORTS/COMMENTS/ACTION

The BCC thanked County Administrator Cameron for all he had done for the community.

June 21, 2021
Regular Meeting

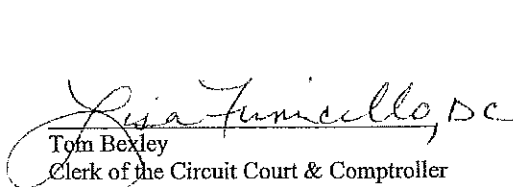
ADJOURNMENT

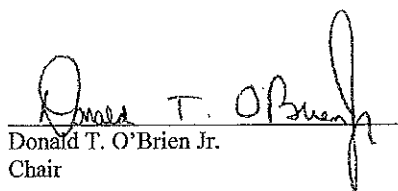
The meeting was adjourned by consensus at 7:38 p.m.

APPROVED AND ADOPTED July 12, 2021

ATTEST:

FLAGLER COUNTY BOARD OF
COUNTY COMMISSIONERS


Tom Bexley
Clerk of the Circuit Court & Comptroller


Donald T. O'Brien Jr.
Chair

EASEMENT

THIS INDENTURE made this ____ day of _____, 2021, by and between The Board of County Commissioners of Flagler County, Florida (Grantor) and the City of Ormond Beach, a Florida municipality located in Volusia County, Florida (Grantee):

WITNESSETH

That for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the Grantor grants, sells and conveys unto the Grantee, its successors and assigns, a Permanent Wellfield, Linear Pipelines and Facilities Easement along, under, over and across certain real property located in Flagler County, Florida, more particularly described as:

PERMANENT WELLFIELD, LINEAR PIPELINES AND FACILITIES EASEMENTS

- See Attached Exhibit A including map.
- See Attached Exhibit B including map.

The Permanent Wellfield, Linear Pipelines and Facilities Easement shall authorize the Grantee the right to install, maintain and repair water wells and transmission lines, including such other activity for the required or recommended testing and monitoring of water quality, together with the right to excavate and refill ditches and trenches for the purpose of maintaining and repairing the improvements.

TO HAVE AND TO HOLD the same unto said Grantee and its successors and assigns, together with the rights granted herein.

It is expressly understood and agreed that the terms, covenants and conditions of this Easement shall be and constitute a covenant running with and binding upon the premises described herein and shall constitute an obligation on said premises regardless of title or ownership thereof and regardless of any future change which may take place therein.

Grantee shall be responsible for and indemnify the Grantor from any and all claims and lawsuits for damages, whether claim is for personal injury or property damage, based on the Grantee's exercise of its rights granted herein. Regardless of anything set forth in any other part of this Easement, each Party expressly retains all rights, benefits and immunities of the doctrine of sovereign immunity in accordance with Section 768.28, Florida Statutes, and nothing in this Easement shall be deemed as a waiver of the doctrine of sovereign immunity or any of the limits of liability of either Party beyond any statutorily limited waiver of immunity or those limits of

liability which have been or may be adopted by the Florida Legislature. Furthermore, the cap on the amount and liability of either Party for damages, losses, attorney's fees and costs, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this section or this Easement shall be interpreted to inure to the benefit of any third party for the purpose of allowing any claim against either Party, which claim would otherwise be barred or limited under the doctrine of sovereign immunity or by operation of law.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal on the day and

year first above written.

Signed in the presence of:

GRANTOR
BOARD OF COUNTY COMMISSIONERS
OF FLAGLER COUNTY, FLORIDA

Print: _____

BY: _____

Donald O'Brien, Jr., Chairman

Print: _____

STATE OF FLORIDA

COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by Donald O'Brien, Jr., Chairman of the Board of County Commissioners of Flagler County, Florida, who [] is personally known to me or [] have produced a drivers' license as identification and who [] did [] did not take an oath.

Notary Public, State of Florida

Printed Name _____

My Commission Expires: _____

A FIFTY-FOOT (50') WIDE EASEMENT OF PARCEL 'A' LYING TWENTY-FIVE FEET (25') ON EACH SIDE OF OR RADIALLY TO THE FOLLOWING DESCRIBED CENTERLINE: FROM A POINT OF COMMENCEMENT, SAID POINT BEING THE SOUTHEAST CORNER OF SECTION 21, TOWNSHIP 14 SOUTH, RANGE 31 EAST AND RUN S87°26'24"W, ALONG THE SOUTH LINE OF SAID SECTION 21, A DISTANCE OF 2846.25 FEET; THENCE S87°26'13"W, ALONG SAID SOUTH LINE A DISTANCE OF 471.20 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF AIRPORT ROAD EXTENSION, A 100 FOOT RIGHT OF WAY; THENCE S87°26'13"W ALONG SAID SOUTH LINE A DISTANCE OF 110.79 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAID AIRPORT ROAD EXTENSION, SAID POINT BEING ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1150.00 FEET AND A CENTRAL ANGLE OF 46°03'06"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 924.32 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING THE WESTERLY RIGHT OF WAY LINE OF AIRPORT ROAD EXTENSION N26°07'49"E A DISTANCE OF 289.55 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 250 FEET AND A CENTRAL ANGLE OF 76°16'54"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 332.84 FEET TO THE POINT OF TANGENCY; THENCE N50°09'05"W A DISTANCE 274.21 FEET TO A POINT ON THE NORTHWEST PROPERTY LINE OF SAID PARCEL 'A' AND BEING THE POINT OF TERMINUS.

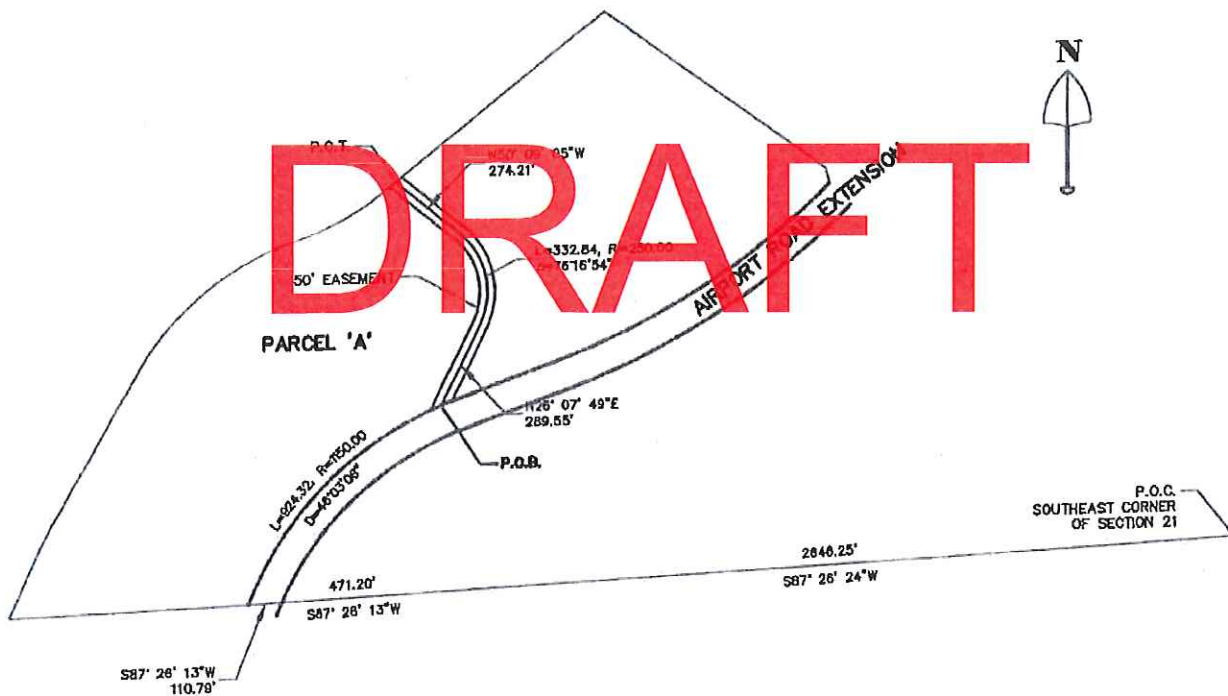


Exhibit 'A'

City of Ormond Beach
Engineering Division

Attachment "A"
ACCESS & UTILITY EASEMENT

DATE: 3/12/21	PROJECT NO.:
SCALE: N.T.S.	FILE NAME: EASEMENT1
SHEET: 1 OF 1	DRAWN BY: MC

AIRPORT RD WELLS ACCESS EASEMENT



Line Table

Line #	Length	Direction
L1	2757.90'	S87° 57' 56"W
L2	1289.88'	N02° 33' 47"W
L3	3097.85'	N51° 07' 16"W
L4	3339.61'	S01° 15' 33"E
L5	200.00'	S88° 44' 27"W
L6	3508.25'	N01° 15' 33"W
L7	1250.45'	N51° 07' 16"W
L8	2251.08'	S36° 16' 23"W
L9	3504.08'	S39° 03' 44"W
L10	289.34'	S87° 00' 42"W
L11	3679.61'	N39° 03' 44"E
L12	2255.31'	N36° 16' 23"E
L13	5560.00'	N51° 07' 16"W
L14	263.40'	N01° 43' 08"W
L15	7013.41'	S51° 07' 16"E
L16	6797.46'	N01° 15' 33"W
L17	200.00'	N88° 44' 27"E
L18	6868.11'	S01° 15' 33"E
L19	3311.63'	S51° 07' 16"E
L20	205.03'	S51° 35' 46"W

DRAFT

PARCEL "A"

P.O.B.

P.O.C.

Exhibit 'B'
Sheet 1 of 2

City of Ormond Beach
Engineering Division

DATE: 5/27/21	PROJECT NO.:
SCALE: N.T.S.	FILE NAME:
SHEET: 1 OF 1	DRAWN BY: CO

AIRPORT RD WELLS ACCESS EASEMENT

A TWO HUNDRED-FOOT (200') WIDE EASEMENT BEING A PORTION OF SECTIONS 18, 17, 20 AND 21, TOWNSHIP 14 SOUTH, RANGE 31 EAST, OF FLAGLER COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM A POINT OF COMMENCEMENT, SAID POINT BEING THE SOUTHEAST CORNER OF SAID SECTION 21, THENCE RUN S87°57'58"W, ALONG THE SOUTH LINE OF SAID SECTION 21, A DISTANCE OF 2757.90 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN N02°33'47"W, A DISTANCE OF 1289.86 FEET TO THE POINT OF BEGINNING. FOR THIS DESCRIPTION, SAID POINT BEING ON THE SOUTHEASTERLY PROPERTY LINE OF PARCEL 'A' AS RECORDED IN O.R. BOOK 2203 PAGE 1431 OF THE FLAGLER COUNTY, FLORIDA OFFICIAL RECORDS; THENCE N51°07'16"W A DISTANCE OF 3097.85 FEET; THENCE S01°15'33"E A DISTANCE OF 3339.61 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID PARCEL "A"; THENCE S88°44'27"W ALONG SAID SOUTHERLY LINE A DISTANCE OF 200.00 FEET; THENCE DEPARTING SAID SOUTHERLY LINE, RUN N01°15'33"W A DISTANCE OF 3508.25 FEET; THENCE N51°07'16"W A DISTANCE OF 1250.45 FEET; THENCE S38°16'23"W A DISTANCE OF 2251.08 FEET; THENCE S39°03'44"W A DISTANCE OF 3504.08 FEET TO A POINT ON THE AFORESAID SOUTHERLY LINE OF PARCEL "A"; THENCE S87°00'42"W ALONG SAID SOUTHERLY LINE A DISTANCE OF 269.34 FEET; THENCE DEPARTING SAID SOUTHERLY LINE, RUN N39°03'44"E A DISTANCE OF 3679.61 FEET; THENCE N36°16'23"E A DISTANCE OF 2255.31 FEET; THENCE N51°07'16"W A DISTANCE OF 5580.00 FEET TO A POINT ON THE WESTERLY LINE OF SAID PARCEL "A"; THENCE N01°43'08"W ALONG SAID WESTERLY LINE A DISTANCE OF 263.40 FEET; THENCE DEPARTING SAID WESTERLY LINE, RUN S51°07'16"E A DISTANCE OF 7013.41 FEET; THENCE N01°15'33"W A DISTANCE OF 8797.48 FEET TO A POINT ON THE NORTHERLY LINE OF SAID PARCEL "A"; THENCE N88°44'27"E ALONG SAID NORTHERLY LINE A DISTANCE OF 200.00 FEET; THENCE DEPARTING SAID NORTHERLY LINE, RUN S01°15'33"E A DISTANCE OF 6986.11 FEET; THENCE S51°07'16"E A DISTANCE OF 3311.63 FEET TO A POINT ON THE AFORESAID SOUTHEASTERLY LINE OF PARCEL 'A'; THENCE S51°35'48"W ALONG SAID SOUTHEASTERLY LINE A DISTANCE OF 205.03 FEET TO THE POINT OF BEGINNING.

SAID AREA CONTAINING 5,325,0827.60 S.F. OR 122.26 ACRES, MORE OR LESS.

DRAFT

Exhibit 'B'
Sheet 2 of 2

SEE SHEET 2 FOR SKETCH OF DESCRIPTION

City of Ormond Beach
Engineering Division

DATE: 5/27/21	PROJECT NO.:
SCALE: N.T.S.	FILE NAME:
SHEET: 1 OF 2	DRAWN BY: CO



APPLICATION FOR SPECIAL USE

FLAGLER COUNTY, FLORIDA

1769 E. Moody Blvd, Suite 105
Bunnell, FL 32110
Telephone: (386) 313-4009 Fax: (386) 313-4109

Application/Project #: 3251 / COND-000444-2021

PROPERTY OWNER(S)	Name(s):	Flagler County		
	Mailing Address:	1769 E. Moody Blvd., Bldg. 2, Suite 303		
	City: Bunnell	State: FL	Zip: 32110	
	Telephone Number		Fax Number	

APPLICANT/AGENT	Name(s):	Shawn Finley, Public Works Director, City of Ormond Beach		
	Mailing Address:	22 South Beach Street		
	City: Ormond Beach	State: FL	Zip: 32174	
	Telephone Number	386-676-3292	Fax Number	386-676-3294
	E-Mail Address:	shawn.finley@ormondbeach.org		

RECEIVED
APR 09 2021
FLAGLER COUNTY
PLANNING & ZONING DEPT

SUBJECT PROPERTY	SITE LOCATION (street address):	Airport Road		
	LEGAL DESCRIPTION: (briefly describe, do not use "see attached")	All of Section 17 and 20, and portions of sections 16 and 21 Township 14 South Range 31 East Flagler County Florida		
	Parcel # (tax ID #):	17-14-31-0000-01010-0000, 18-14-31-0000-01010-0010, 2-14-31-0000-01010-0000, 20-14-31-0000-01010-0010, 21-14-31-0000-01010-0040, 21-14-31-0000-01010-0030		
	Parcel Size:	1,999.36 acres		
	Current Zoning Classification:	Conservation		
	Current Future Land Use Designation:	Conservation		
	Subject to A1A Scenic Corridor IDO?	☐ YES	☒ NO	

Description of Use:

Access and Utility Easements for future installation of raw water production wells

Shawn Finley
Signature of Owner(s) or Applicant/Agent
if Owner Authorization form attached

April 9, 2021
Date

OFFICIAL USE ONLY

PLANNING BOARD RECOMMENDATION/ACTION:

APPROVED []
*APPROVED WITH CONDITIONS []
DENIED []

Signature of Chairman: _____

Date: _____ *approved with conditions, see attached.

BOARD OF COUNTY COMMISSIONERS ACTION:

APPROVED []
*APPROVED WITH CONDITIONS []
DENIED []

Signature of Chairman: _____

Date: _____ *approved with conditions, see attached.

NOTE: The applicant or a representative, must be present at the Public Hearing since the Board, at its discretion, may defer action, table, or take decisive action on any application.
Rev. 05/08



CITY OF ORMOND BEACH

Engineering Division • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3311 • Fax (386) 676-3361

April 9, 2021

Adam Mengel, AICP, LLED AP BD+C
Growth Management Director
Flagler County Board of County Commissioners
1769 E. Moody Blvd., Bldg. 2
Bunnell, FL 32110

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APR 09 2021

FLAGLER COUNTY
PLANNING & ZONING DEPT

Re: Special Use Application
Conservation Park
Sections 17, 20, and portions of 16 and 21, Township 14 South Range 31 East,

Mr. Mengel

Please find enclosed, application on behalf of the City for Special Use on the above referenced Flagler County owned property. You will also find with this submittal 10 sets of plans depicting the area of request, a Certificate of Need stating the intended use of this application to provide for future raw water production wells to serve City of Ormond Beach Utility customers in Volusia and Flagler Counties, as well as checks to cover the applications fees and signs to post for public hearing.

The City greatly appreciates Flagler County's cooperation with this project. If you should require any additional information please feel free to reach out to me.

Sincerely,


Shawn P. Finley, P.E.
Public Works Director



CITY OF ORMOND BEACH

Engineering Division • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3311 • Fax (386) 676-3361

Certificate of Need

The City of Ormond Beach as the utility provider to more than 20,000 households within the City of Ormond Beach, within areas of unincorporated Volusia County, and areas of unincorporated Flagler County produces finished treated potable water for delivery and use by these customers. This finished water is produced through the treatment of raw water obtained from wells drilled into the Upper Floridan aquifer most notably from the City's Rima Ridge well field (Volusia County) and Hudson Wellfield (Flagler and Volusia Counties). In order to provide a reliable, continuous source of potable water to these citizens of Flagler and Volusia Counties and prepare for future growth within the City's existing service area and in adjacent areas it is imperative to identify locations for future wells and plan for addition of identified well locations to the City's consumptive use permit.

The area comprising the Flagler County parcel provides a location, in close proximity to existing City of Ormond Beach infrastructure that can allow for the construction of production wells that will provide high quality raw water that can be treated and provide for the future needs of existing and future developments within this area.

It is therefore requested that the requested special use be permitted allowing for the construction of raw water production wells while respecting the conservation designation of this property.

Respectfully submitted,

Shawn P. Finley, P.E.
Public Works Director

RECEIVED

APR 09 2021

FLAGLER COUNTY
PLANNING & ZONING DEPT

Prepared By and Return To:

Kim C. Booker, Attorney at Law
Booker & Associates
1019 Town Center Drive, Suite 201
Orange City, Florida 32763

(Space Above This Line for Recording Data)

WARRANTY DEED

THIS WARRANTY DEED made this 24 day of April 2017 between U.S. CAPITAL ALLIANCE, LLC, a Florida limited liability company, whose address is 880 Airport Road, Suite 113, Ormond Beach, Florida 32174 (the "Grantor") and to FLAGLER COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 1769 East Moody Boulevard, Bunnell, Florida 32110, in fee simply (hereafter referred to as "Grantee").

Witnesseth, that said Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantee and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Flagler County, Florida (the "Property"), to-wit:

SEE ATTACHED EXHIBIT "A"

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property; that the Grantor hereby fully warrants the title to said Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, and that the Property is free of all encumbrances, except those Permitted Exceptions shown on Exhibit "B," attached hereto and incorporated herein, provided that this reference shall not serve to reimpose same.

By Acceptance of this Warranty Deed, Grantee hereby acknowledges that the use of the Property described herein shall be subject to the restrictions as are set forth in Paragraph 2 of that certain Joint Stipulation dated December 6, 1990, recorded at Official Records Book 455, Page 1126, *et. seq.*, Public Records of Flagler County. The Grantee further acknowledges the rights of the Florida Audubon Society, a Florida non-profit corporation, to enforce said restrictions as permitted by the Joint Stipulation.

RECEIVED
APR 09 2017
FLAGLER COUNTY
PLANNING & ZONING DEPT

In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered
in the presence of:

U.S. CAPITAL ALLIANCE, LLC,
a Florida limited liability company

Witnesses:

Print Name: FRAI SAIDIM

Print Name: Anthony Capo

By: Allan Feker, Manager

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me this ____ day of _____ 2017, by ALLAN FEKER, who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC
DATE 4-24-17 NOTARY INITIALS

Print Name: _____
Notary Public, State of Florida
Commission No. _____
My Commission Expires: _____

CALIFORNIA JURAT CERTIFICATE

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

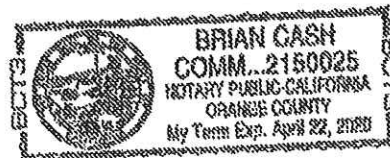
State of California
County of Orange

Subscribed and sworn to (or affirmed) before me on this

24 day of April, 2017

by Allan Feker
proved to me on the basis of satisfactory evidence to be the person(s) who
appeared before me.

Signature Brian Cash



ADDITIONAL INFORMATION (OPTIONAL)

DESCRIPTION OF THE ATTACHED DOCUMENT

Warranty Deed
(Title or description of attached document)

(Title or description of attached document continued)

Number of pages 2 Document Date 4-24-17

(Additional information)

NOTARY PUBLIC CONTACT INFORMATION

The UPS Store
668 N Coast Hwy
Laguna Beach, CA 92651

949-494-4420 tel
949-494-9850 fax

store0120@theupsstore.com
www.TheUPSStore.com/0120

EXHIBIT "A"

PARCEL A:
CONSERVATION AREA

ALL OF SECTION 17 AND SECTION 20, TOWNSHIP 14 SOUTH, RANGE 31 EAST, AND PORTIONS OF SECTIONS 16 AND 21, TOWNSHIP 14 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 21, TOWNSHIP 14 SOUTH, RANGE 31 EAST, BEARING S 87°26'24" W, ALONG THE SOUTH LINE OF SAID SECTION 21, A DISTANCE OF 2646.25 FEET; THENCE S 87°26'13" W, ALONG SAID SOUTH LINE A DISTANCE OF 1358.81 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION:

THENCE S 87°26'13" W, ALONG SAID SOUTH LINE OF SECTION 21 A DISTANCE OF 1286.70 FEET TO THE SOUTHWEST CORNER OF SECTION 21; THENCE DEPARTING THE SOUTH LINE OF SECTION 21, S 86°59'32" W, ALONG THE SOUTH LINE OF SECTION 20, TOWNSHIP 14 SOUTH, RANGE 31 EAST, A DISTANCE OF 2665.33 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 20; THENCE CONTINUE ALONG THE SOUTH LINE OF SECTION 20, S 87°00'42" W, A DISTANCE OF 2664.85 FEET TO THE SOUTHWEST CORNER OF SECTION 20; THENCE DEPARTING THE SOUTH LINE OF SECTION 20, N 02°02'45" W, ALONG THE WEST LINE OF SECTION 20, A DISTANCE OF 5321.15 FEET TO THE NORTHWEST CORNER OF SECTION 20; THENCE DEPARTING THE WEST LINE OF SECTION 20, N 01°43'08" W, ALONG THE WEST LINE OF SECTION 17, TOWNSHIP 14 SOUTH, RANGE 31 EAST, A DISTANCE OF 5287.16 FEET TO THE NORTHWEST CORNER OF SAID SECTION 17; THENCE DEPARTING THE WEST LINE OF SECTION 17, N 87°27'35" E, ALONG THE NORTH LINE OF SECTION 17 A DISTANCE OF 5312.21 FEET TO THE NORTHEAST CORNER OF SECTION 17; THENCE DEPARTING THE NORTH LINE OF SECTION 17, N 87°32'41" E, ALONG THE NORTH LINE OF SECTION 16, TOWNSHIP 14 SOUTH, RANGE 31 EAST, A DISTANCE OF 2647.95 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 16; THENCE DEPARTING THE NORTH LINE OF SECTION 16, S 02°21'48" E, A DISTANCE OF 3880.18 FEET; THENCE S 02°19'50" E, A DISTANCE OF 2495.94 FEET; THENCE S 43°52'00" E, A DISTANCE OF 749.86 FEET; THENCE S 41°35'05" E, A DISTANCE OF 898.99 FEET; THENCE S 33°37'40" E, A DISTANCE OF 508.06 FEET; THENCE S 64°21'36" E, A DISTANCE OF 226.21 FEET; THENCE S 01°13'55" W, A DISTANCE OF 234.10 FEET; THENCE S 33°53'03" E, A DISTANCE OF 538.90 FEET TO A CURVE IN THE NORTH RIGHT-OF-WAY OF AIRPORT ROAD (100 FOOT RIGHT-OF-WAY); THENCE ALONG SAID CURVE IN THE NORTH RIGHT-OF-WAY OF AIRPORT ROAD, CONCAVE SOUTHEASTERLY, HAVING A DELTA OF 07°25'11", A RADIUS OF 2800.00, AN ARC LENGTH OF 362.60 FEET, A CHORD BEARING OF S 47°52'38" W, AND A CHORD DISTANCE OF 362.34 FEET TO THE POINT OF TANGENCY IN SAID RIGHT-OF-WAY; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY S 44°10'02" W, A DISTANCE OF 250.00 FEET TO A CURVE CONCAVE NORTHWESTERLY, HAVING A DELTA OF 01°05'49", A RADIUS OF 2450.00 FEET, AN ARC LENGTH OF 46.91 FEET, A CHORD BEARING OF S 44°42'56" W, AND A CHORD DISTANCE OF 46.91 FEET; THENCE DEPARTING THE RIGHT OF WAY OF AIRPORT ROAD, N 14°10'39" W, A DISTANCE OF 51.47 FEET; THENCE N 53°38'41" W, A DISTANCE OF 894.33 FEET; THENCE S 51°35'29" W, A DISTANCE OF 974.13 FEET TO A NON-TANGENT CURVE CONCAVE NORTHWESTERLY; THENCE ALONG SAID CURVE HAVING A DELTA OF 18°32'46", A RADIUS OF 812.00 FEET, AN ARC LENGTH OF 262.84 FEET, A CHORD BEARING OF S 62°51'10" W, AND A CHORD DISTANCE OF 261.69 FEET

TO A CURVE TO THE LEFT, CONCAVE SOUTHEASTERLY; THENCE ALONG SAID CURVE HAVING A DELTA OF $42^{\circ}18'27''$, A RADIUS OF 917.00 FEET, AN ARC LENGTH OF 677.12 FEET, A CHORD BEARING OF $S\ 50^{\circ}58'19''\ W$, AND A CHORD DISTANCE OF 661.84 FEET TO A NON-TANGENT POINT; THENCE $S\ 29^{\circ}49'06''\ W$, A DISTANCE OF 645.54 FEET; THENCE $S\ 24^{\circ}21'45''\ W$, A DISTANCE OF 276.51 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF SECTION 21, TOWNSHIP 14 SOUTH, RANGE 31 EAST, THE POINT OF BEGINNING OF THIS DESCRIPTION

AND

PARCEL B:

DISTRICT \ REGIONAL PARK PARCEL Q:

A PARCEL OF LAND BEING A PORTION OF SECTION 21, TOWNSHIP 14 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 21, AND RUN $S\ 87^{\circ}26'24''\ W$, ALONG THE SOUTH LINE OF SAID SECTION 21, A DISTANCE OF 2646.25 FEET; THENCE $S\ 87^{\circ}26'13''\ W$, ALONG SAID SOUTH LINE A DISTANCE OF 471.20 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF AIRPORT ROAD EXTENSION, A 100 FOOT RIGHT OF WAY; THENCE CONTINUE $S\ 87^{\circ}26'13''\ W$, ALONG SAID SOUTH LINE A DISTANCE OF 110.79 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAID AIRPORT ROAD EXTENSION, SAID POINT ALSO BEING ON A CURVE AND BEING THE POINT OF BEGINNING; THENCE CONTINUE $S\ 87^{\circ}26'13''\ W$, ALONG SAID SOUTH LINE A DISTANCE OF 776.82 FEET; THENCE LEAVING SAID SOUTH LINE, $N\ 24^{\circ}21'45''\ E$, A DISTANCE OF 276.51 FEET; THENCE $N\ 29^{\circ}49'06''\ E$, A DISTANCE OF 645.54 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 917.00 FEET AND A CENTRAL ANGLE OF $42^{\circ}18'27''$; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 677.12 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 812.00 FEET AND A CENTRAL ANGLE OF $18^{\circ}32'46''$; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 262.84 FEET TO THE POINT OF TANGENCY; THENCE $N\ 51^{\circ}35'29''\ E$, A DISTANCE OF 974.13 FEET; THENCE $S\ 53^{\circ}38'41''\ E$, A DISTANCE OF 894.33 FEET; THENCE $S\ 14^{\circ}10'38''\ E$, A DISTANCE OF 51.47 FEET TO A POINT ON THE AFORESAID WESTERLY RIGHT OF WAY LINE OF AIRPORT ROAD EXTENSION; SAID POINT BEING ON A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2450.00 FEET, A CENTRAL ANGLE OF $25^{\circ}07'47''$, AND A CHORD BEARING AND DISTANCE OF $S\ 57^{\circ}49'45''\ W$, 1065.97 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1074.56 FEET TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG THE SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING 3 COURSES; $S\ 70^{\circ}23'39''\ W$, A DISTANCE OF 336.88 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1150.00 FEET AND A CENTRAL ANGLE OF $48^{\circ}40'58''$; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 977.13 FEET TO THE POINT OF BEGINNING.

Exhibit "B"

Permitted Exceptions

1. Oil, gas, mineral, or other reservations as set forth in deed by Tomoka Land Company recorded in Deed Book 36, Page 79, and Notice of Claim recorded in O.R. Book 69, Page 229, and conveyed by Consolidated-Tomoka Land Co. to Indigo Group Inc., a Florida corporation under Warranty Deed recorded in O.R. Book 1174, Page 917, Public Records of Flagler County, Florida. No determination has been made as to the current record owner for the interest excepted herein. (As to both Parcels A and B)
2. Resolution No. 2010-61 recorded in O.R. Book 1803, Page 648, Amending and Replacing in its Entirety the Development Order recorded in O.R. Book 423, Page 669, Adoption of Development Order recorded in O.R. Book 455, Page 1019, and Amendment recorded in O.R. Book 465, Page 1466, Public Records of Flagler County, Florida. (As to both Parcels A and B)
3. Easement set forth in Warranty Deed recorded in O.R. Book 222, Page 372, Public Records of Flagler County, Florida, referring to Easement over the Westerly 80 feet of Sections 16 and 21, Township 14 South, Range 31 East, recorded in O.R. Book 2261, Page 224 in the Public Records of Volusia County, Florida, which does not appear of record in Flagler County, Florida. Note: Also see Affidavit recorded in O.R. Book 580, Page 1789. (As to that part of Parcel A, lying in Sections 16 and 21, Township 14 South, Range 31 East)
4. Grant of Easement in favor of Leonard Durrance recorded in O.R. Book 591, Page 536, Public Records of Flagler County, Florida. (As to that part of Parcel A, lying in Sections 16 and 21, Township 14 South, Range 31 East)
5. Conservation Easement in favor of St. Johns River Water Management District recorded April 21, 2009 in O.R. Book 1712, Page 1123, Public Records of Flagler County, Florida. (As to Parcel A)
6. Conservation Easement in favor of St. Johns River Water Management District recorded March 18, 2010 in O.R. Book 1760, Page 948, Public Records of Flagler County, Florida, (As to that portion of Parcel A, lying in Section 20)
7. Conservation Easement in favor of St. Johns River Water Management District recorded June 10, 2013 in O.R. Book 1945, Page 1511, Public Records of Flagler County, Florida. (As to that part of Parcel A, lying Section 20)
8. "Intentionally deleted"
9. Perpetual and exclusive easement and right-of-way for public street purposes granted to the City of Ormond Beach under the Right of Way Deed recorded in O.R. Book 1572, Page 1959, Public Records of Flagler County, Florida. (As to any portion lying within Parcel B)
10. Subject property abuts a drainage right-of-way and by reason thereof, exception is taken to the following: a) Rights of owners of land abutting upon the waters of canal and retention area. b) Title to beds or bottoms of lakes, rivers, or other bodies of water located on or within the property described herein. c) Riparian and littoral rights are neither guaranteed nor insured and title to any filled and accreted lands is not insured.
11. Rights of the lessees under unrecorded leases.
12. Non Exclusive Drainage, Stormwater and Utility Easement in favor of Hunter's Ridge Oaks Community Development District No. 1, a Community Development District created pursuant to Chapter 190, Florida Statutes, recorded January 11, 2017 in O.R. Book 2180, Page 1317, Public Records of Flagler County, Florida.
13. Drainage and Utility Easement as shown on the Plat of Airport Road Extension, as recorded in Plat Book 38, Page 58, Public Records of Flagler County, Florida.
14. Conservation Easement in favor of the St. Johns River Water Management District as set forth in Deed of Conservation Easement recorded May 4, 2017 in O.R. Book 2203, Page 534, Public Records of Flagler County, Florida.

15. 40 Grade Easement in favor of County of Flagler recorded in Official Records Book ²²⁰³ Page 529 Public Records of Flagler County, Florida
16. Assignment of Rights recorded in Official Records Book ²²⁰³ Page 519, Public Records of Flagler County, Florida.

FCC RD

Prepared By and Return To:

Kim C. Booker, Attorney at Law
Booker & Associates
1019 Town Center Drive, Suite 201
Orange City, Florida 32763

[Space Above This Line for Recording Data]

WARRANTY DEED

THIS WARRANTY DEED made this 24 day of April 2017 between U.S. CAPITAL ALLIANCE, LLC, a Florida limited liability company, whose address is 880 Airport Road, Suite 113, Ormond Beach, Florida 32174 (the "Grantor") and to FLAGLER COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 1769 East Moody Boulevard, Bunnell, Florida 32110, in fee simply (hereafter referred to as "Grantee").

Witnesseth, that said Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantee and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Flagler County, Florida (the "Property"), to-wit:

SEE ATTACHED EXHIBIT "A"

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property; that the Grantor hereby fully warrants the title to said Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, and that the Property is free of all encumbrances, except those Permitted Exceptions shown on Exhibit "B," attached hereto and incorporated herein, provided that this reference shall not serve to reimpose same.

In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered
in the presence of:

U.S. CAPITAL ALLIANCE, LLC,
a Florida limited liability company

Witnesses:

Print Name: FRAN SAIDNIA

Print Name: Anthony Cipo

By: ALLAN FEKER
Allan Feker, Manager

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me this ____ day of _____, 2017, by ALLAN FEKER, who is personally known to me or who has produced _____ as identification.

Print Name: _____
Notary Public, State of Florida
Commission No. _____
My Commission Expires: _____

SEE ATTACHED CERTIFICATE
DATE 4-24-17 NOTARY INITIALS PC

CALIFORNIA JURAT CERTIFICATE

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

Subscribed and sworn to (or affirmed) before me on this

24 day of April, 2017

by Allan Feker,
proved to me on the basis of satisfactory evidence to be the person(s) who
appeared before me.

Signature Brian Cash



ADDITIONAL INFORMATION (OPTIONAL)

DESCRIPTION OF THE ATTACHED DOCUMENT

Warranty Deed
(Title or description of attached document)

(Title or description of attached document continued)

Number of pages 5 Document Date 4-24-17

(Additional information)

NOTARY PUBLIC CONTACT INFORMATION

The UPS Store
668 N Coast Hwy
Laguna Beach, CA 92651

949-494-4420 tel
949-494-9850 fax

store0120@theupsstore.com
www.TheUPSStore.com/0120

EXHIBIT "A"

A PORTION OF SECTION 22, TOWNSHIP 14 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; AS A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 22; THENCE NORTH 01 DEGREES 56 MINUTES 41 SECONDS WEST ALONG THE WESTERLY LINE OF AFORESAID SECTION 22 A DISTANCE OF 2146.07 FEET TO THE INTERSECTION OF SAID WESTERLY LINE AND THE CENTERLINE OF AIRPORT ROAD A 100 FOOT RIGHT OF WAY AS NOW LAID OUT AND USED; THENCE DEPARTING SAID WESTERLY LINE OF SECTION 22 AND ALONG THE CENTERLINE OF AFORESAID AIRPORT ROAD THE FOLLOWING COURSES AND DISTANCES; NORTH 54 DEGREES 30 MINUTES 43 SECONDS EAST A DISTANCE OF 1891.96 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 1650.00 AND A CENTRAL ANGLE OF 21 DEGREES 46 MINUTES 35 SECONDS; THENCE EASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 627.11 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 65 DEGREES 24 MINUTES 00 SECONDS EAST, A DISTANCE OF 623.35 FEET TO THE END OF SAID CURVE; THENCE NORTH 76 DEGREES 17 MINUTES 20 SECONDS EAST A DISTANCE OF 165.02 FEET TO THE INTERSECTION OF THE CENTERLINE OF HUNTERS RIDGE BOULEVARD A 80 FOOT RIGHT OF WAY AS NOW LAID OUT AND USED; THENCE CONTINUING ALONG SAID AIRPORT ROAD CENTERLINE NORTH 76 DEGREES 17 MINUTES 18 SECONDS EAST A DISTANCE OF 467.78 FEET; THENCE DEPARTING SAID CENTERLINE SOUTH 13 DEGREES 42 MINUTES 42 SECONDS EAST A DISTANCE OF 50.00 FEET TO THE SOUTHERLY RIGHT OF WAY OF AFORESAID AIRPORT ROAD, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY NORTH 76 DEGREES 17 MINUTES 18 SECONDS EAST A DISTANCE OF 248.38 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY THE FOLLOWING COURSES AND DISTANCES; SOUTH 30 DEGREES 19 MINUTES 41 SECONDS EAST A DISTANCE OF 539.78 FEET; THENCE SOUTH 75 DEGREES 48 MINUTES 22 SECONDS WEST A DISTANCE OF 45.03 FEET; THENCE SOUTH 10 DEGREES 05 MINUTES 51 SECONDS WEST A DISTANCE OF 91.84 FEET; THENCE SOUTH 04 DEGREES 23 MINUTES 46 SECONDS WEST A DISTANCE OF 78.45 FEET; THENCE SOUTH 31 DEGREES 15 MINUTES 21 SECONDS EAST A DISTANCE OF 99.27 FEET; THENCE SOUTH 06 DEGREES 24 MINUTES 56 SECONDS WEST A DISTANCE OF 91.03 FEET; THENCE SOUTH 30 DEGREES 36 MINUTES 54 SECONDS WEST A DISTANCE OF 76.52 FEET; THENCE NORTH 86 DEGREES 23 MINUTES 42 SECONDS WEST A DISTANCE OF 42.97 FEET; THENCE SOUTH 65 DEGREES 17 MINUTES 35 SECONDS WEST A DISTANCE OF 219.53 FEET; THENCE NORTH 39 DEGREES 30 MINUTES 14 SECONDS WEST A DISTANCE OF 39.34 FEET; THENCE NORTH 27 DEGREES 15 MINUTES 38 SECONDS WEST A DISTANCE OF 29.07 FEET; THENCE NORTH 37 DEGREES 24 MINUTES 01 SECONDS EAST A DISTANCE OF 42.54 FEET; THENCE NORTH 12 DEGREES 00 MINUTES 02 SECONDS EAST A DISTANCE OF 81.68 FEET; THENCE NORTH 52 DEGREES 57 MINUTES 03 SECONDS EAST A DISTANCE OF 15.11 FEET; THENCE NORTH 00 DEGREES 07 MINUTES 00 SECONDS EAST A DISTANCE OF 45.42 FEET; THENCE NORTH 60 DEGREES 58 MINUTES 48 SECONDS WEST A DISTANCE OF 19.32 FEET; THENCE NORTH 28 DEGREES 14 MINUTES 46 SECONDS WEST A DISTANCE OF 125.86 FEET; THENCE NORTH 00 DEGREES 44 MINUTES 24 SECONDS EAST A DISTANCE OF 69.35 FEET; THENCE NORTH 04 DEGREES 02 MINUTES 51 SECONDS WEST A DISTANCE OF 100.13 FEET; THENCE NORTH 13 DEGREES 50 MINUTES 23 SECONDS WEST A DISTANCE OF 57.27 FEET; THENCE NORTH 20 DEGREES 36 MINUTES 33 SECONDS WEST A DISTANCE OF 110.72 FEET; THENCE NORTH 19 DEGREES 17 MINUTES 28 SECONDS WEST A DISTANCE OF 70.82 FEET; THENCE NORTH 20 DEGREES 28 MINUTES 27 SECONDS WEST A DISTANCE OF 188.92

FEET; TO THE INTERSECTION OF THE AFOREMENTIONED SOUTHERLY RIGHT OF WAY OF AIRPORT ROAD, SAID POINT ALSO BEING THE POINT OF BEGINNING.

FCC RD

Exhibit "B"
Permitted Exceptions

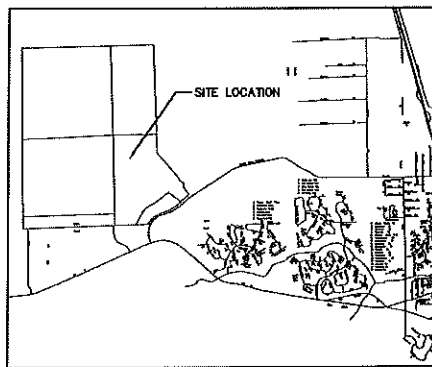
1. Oil, gas, mineral, or other reservations as set forth in deed by Tomoka Land Company recorded in Deed Book 36, Page 79, and Notice of Claim recorded in O.R. Book 69, Page 229, and conveyed by Consolidated-Tomoka Land Co. to Indigo Group Inc., a Florida corporation under Warranty Deed recorded in O.R. Book 1174, Page 917, Public Records of Flagler County, Florida. No determination has been made as to the current record owner for the interest excepted herein.
2. Resolution No. 2010-61 recorded in O.R. Book 1803, Page 648, Amending and Replacing in its Entirety the Development Order recorded in O.R. Book 423, Page 669, Adoption of Development Order recorded in O.R. Book 455, Page 1019, and Amendment recorded in O.R. Book 465, Page 1466, Public Records of Flagler County, Florida.
3. Matters, including but not limited to easements, shown on map or plat of Airport Road/Hunter's Ridge Boulevard Extension, recorded in Plat Book 37, Page 38, together with Plat Addendum recorded in O.R. Book 1730, Page 1052, and as affected by Resolution recorded in O.R. Book 1803, Page 648 (which provides that the Developer, its successors and/or assigns shall maintain all roads as private roads, but with perpetual, non-exclusive public access, within the Development area as shown therein), Public Records of Flagler County, Florida.
4. Perpetual and exclusive easement and right-of-way for public street purposes granted to the City of Ormond Beach under the Right of Way Deed recorded in O.R. Book 1572, Page 1959, Public Records of Flagler County, Florida.
5. Memorandum of Right-of-Way Consent Agreement recorded in O.R. Book 1319, Page 1953, Public Records of Flagler County, Florida.
6. Non Exclusive Drainage, Stormwater and Utility Easement in favor of Hunter's Ridge Oaks Community Development District No. 1, a Community Development District created pursuant to Chapter 190, Florida Statutes, recorded January 11, 2017 in O.R. Book 2180, Page 1317, Public Records of Flagler County, Florida.

CITY OF ORMOND BEACH

FLAGLER PARCEL APPLICATION FOR SPECIAL USE

RECEIVED
APR 09 2021
FLAGLER COUNTY
PLANNING & ZONING DEPT.

 - SITE LOCATION



SITE LOCATION MAP



SHEET	DESCRIPTION
1	COVER SHEET & PROJECT LOCATION MAP
2	OVERALL PARCEL EXHIBIT
3	ACCESS EASEMENT EXHIBIT
4	ACCESS & WELL EASEMENT EXHIBIT

OWNER: FLAGLER COUNTY
1789 E. MOODY BLVD
BLDG 2, SUITE 303
BUNNELL, FL 32110

APPLICANT: CITY OF ORMOND BEACH
22 S. BEACH ST
ORMOND BEACH, FL 32175
ATTN: SHAWN P. FINLEY, PE
PUBLIC WORKS DIRECTOR
386-676-3292

MAYOR

BILL PARTINGTON

COMMISSIONERS

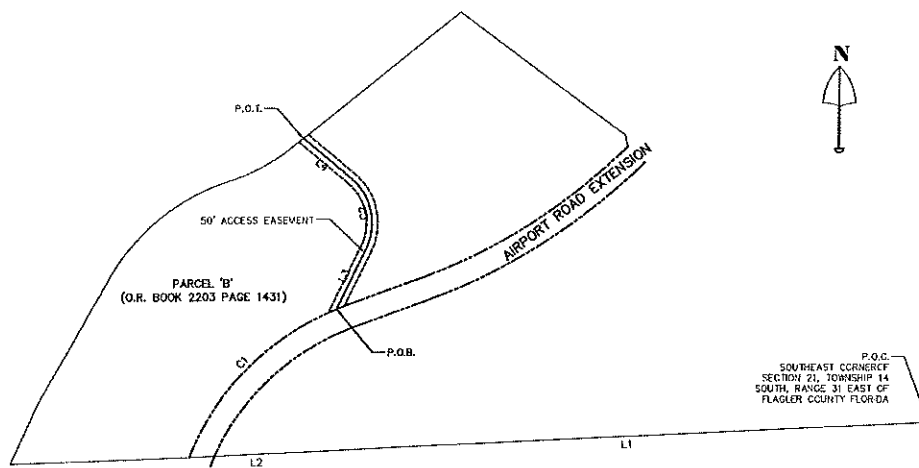
DWIGHT BELBY, ZONE 1
TROY KENT, ZONE 2

BURAN PERRIS, ZONE 3
ROB LITTLETON, ZONE 4

CITY MANAGER

JOYCE SHANAHAN

SHEET 1 of 4



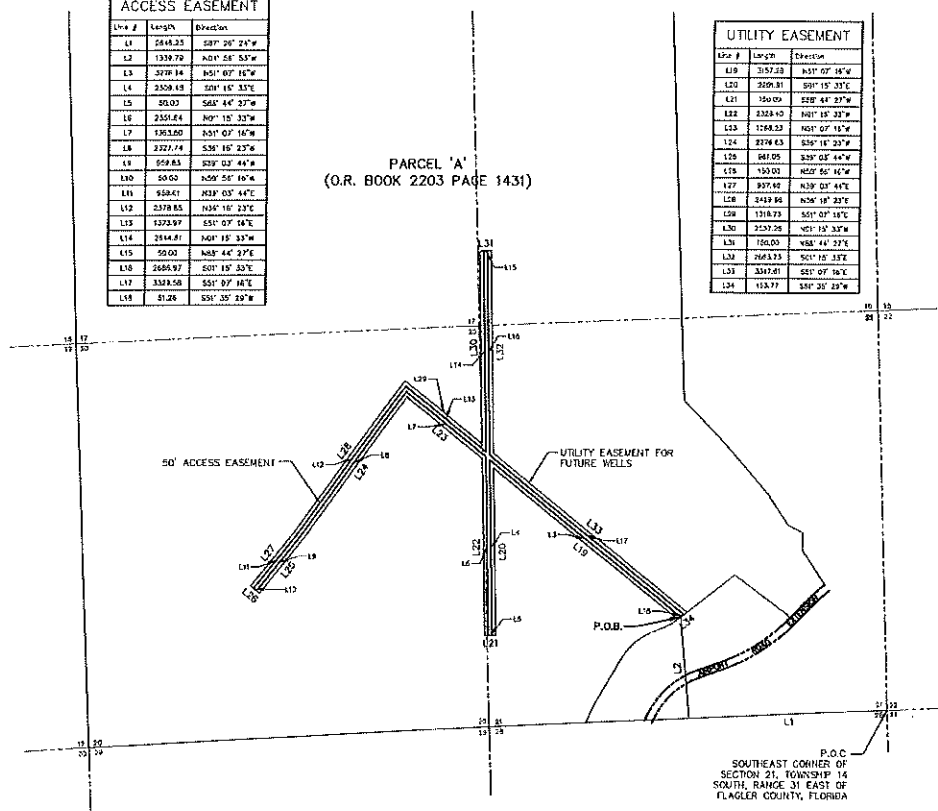
Line and Curve Table					
Line #/Curve #	Length	Bearing/Chord Bearing	Chord Distance	Radius	Delta
C1	924.32	N44° 44' 50"E	899.64	1150.00	46°03'06"
C2	332.84	N12° 00' 38"W	308.80	250.00	76°16'54"
L1	2646.25	S87° 26' 24"W			
L2	581.99	S87° 26' 13"W			
L3	289.55	N26° 07' 49.44"E			
L4	274.21	N50° 09' 04.69"W			

DRAWING STATUS	
DESIGN	
PERMIT	
RECORD	
CONSTRUCTION	

NO.	DATE	REVISION	1	City of Ormond Beach Engineering Division	BILL FARMER, MAYOR JONAS BOWMAN, CITY MANAGER BRYAN TRACY, P.E., CITY ENGINEER	FLAGLER PARCEL APPLICATION FOR SPECIAL USE	ACCESS EASEMENT EXHIBIT	DATE: 4/7/21 SCALE: N.T.S. DRAWN BY: MC	PROJECT NO.: N/A FILE NAME: SHEET: 3 of 4
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ACCESS EASEMENT		
Line #	Length	Direction
L1	5648.25	S87° 20' 24"W
L2	1538.79	N01° 25' 55"W
L3	3078.34	N01° 00' 10"W
L4	3508.18	S04° 15' 33"E
L5	320.07	S48° 44' 37"W
L6	2351.64	N07° 15' 33"W
L7	1363.00	S51° 03' 16"W
L8	3221.74	S36° 18' 23"W
L9	659.83	S29° 03' 44"W
L10	5000	S09° 55' 16"W
L11	958.41	S29° 03' 44"E
L12	2578.85	N34° 15' 23"E
L13	1229.97	E51° 07' 14"E
L14	2844.81	N40° 15' 33"W
L15	50.00	N48° 44' 37"E
L16	2685.97	S01° 15' 33"E
L17	3328.58	S51° 07' 14"E
L18	81.26	S51° 35' 29"W

UTILITY EASEMENT		
Line #	Length	Direction
L19	3537.22	N31° 07' 14"W
L20	3006.31	S01° 15' 33"E
L21	1500.00	S29° 44' 37"W
L22	2328.10	N01° 15' 33"W
L23	1268.33	N01° 07' 15"W
L24	2178.43	S36° 18' 23"W
L25	841.05	S29° 03' 44"W
L26	150.00	N52° 56' 16"W
L27	307.45	N39° 03' 41"E
L28	2439.82	N04° 15' 23"E
L29	1318.75	S01° 07' 14"E
L30	3527.26	N51° 15' 33"W
L31	150.00	N58° 44' 37"E
L32	2683.33	S01° 15' 33"E
L33	3347.81	S01° 07' 14"E
L34	113.77	S46° 20' 28"W



FLAGLER COUNTY PLANNING AND DEVELOPMENT BOARD REGULAR MEETING

Flagler County Government Services Building,
1769 East Moody Blvd., Board Chambers, Bunnell, FL

MEETING MINUTES

Tuesday, May 11, 2021 at 6:00 PM

Adopted June 8, 2021

1. **Roll Call:** The meeting was called to order by the Chair and a quorum was present.

Members Present: Anthony Lombardo (Chair), Mike Goodman (Vice Chair), Michael Boyd, Fernando Melendez, Mark Langelo, Jack Corbett, Timothy Connor

Members Excused: Timothy Connor

Staff Present: Adam Mengel, Growth Management Director, Chuck Merenda, Assistant Director, Gina Lemon, Planner

Board Counsel: Sean Moylan, Assistant County Attorney

2. Pledge to the Flag.

3. **Application #3254 – SPECIAL EXCEPTION FOR HOME OCCUPATION IN THE R-1B (URBAN SINGLE FAMILY RESIDENTIAL) DISTRICT** – request for home-based business at 2996 Painters Walk on Parcel Number: 23-11-31-4790-00000-0140; 0.68+/- acres. Owner/Applicant: Gabriela A. Francis and Robert S. Coulter. *Project #COND-000447-2021 (TRC, PDB)*

Board Member Disclosures: None

Staff Presentation: by Adam Mengel, Growth Management Director

Applicant Presentation: Robert Coulter and Gabriela Francis of 2996 Painters Walk provided explanation of online business, no stock to be delivered or kept at the home.

Public Comment: None

Motion: Motion to Approve

Motion By: Mark Langelo

Motion 2nd by: Mike Goodman

Vote: Motion approved 6-0 by unanimous vote

4. **Application #3257 – DETERMINATION OF USE IN THE C-2 (GENERAL COMMERCIAL AND SHOPPING CENTER) DISTRICT** – request for determination of use for marina at 5658 North Oceanshore Boulevard on Parcel Number: 40-10-31-3150-00000-0420; 4.26+/- acres. Owner: Hammock Harbour, LLC/Applicant: Bob Million. *Project #DETUSE-000466-2021 (TRC, PDB)*

Board Member Disclosures: Mr. Lombardo advised that he had a meeting requested by the applicant which he declined.

Staff Presentation: by Adam Mengel, Growth Management Director. Mr. Mengel shared the correspondence received from Dennis Bayer, Esquire and written by Mr. Thad Crowe and Walter Fufidio, AICP #2410. Assistant County Attorney Sean Moylan also provided a presentation of legal guidance for the Board.

Applicant Presentation: Bob Million highlighted reasons for application submittal.

Board Discussion: Mark Langelo, Fernando Melendez, Anthony Lombardo, Mike Goodman each questioned staff with staff providing responses.

Public Comment:

The following spoke in opposition:

Dennis Bayer, Counsel for the Hammock Civic Association, 109 S. 6th Street, Flagler Beach.

Dennis Clark, 5784 N. Oceanshore Boulevard.

Bob Heruska, 4 Nantucket Drive.

Kathy Viehe, 5676 N. Oceanshore Boulevard.

Lori McSherry, 5652 N. Oceanshore Boulevard.

Roger Cullinane, 27 Ocean Ridge Boulevard South.

Jodi Bollinger, 5648 N. Oceanshore Boulevard.

William Jorden, 5572 N. Oceanshore Boulevard.

Cindy Flowers, 5676 N. Oceanshore Boulevard.

Gary Roberge, 27 Las Palmas Way.

Applicant Rebuttal: Bob Million provided rebuttal explaining that they are looking for land use only, then the following items must comply with adopted regulations. Mark Langelo asked about outside storage and which permitted use is the marina similar to? Mr. Million explained that they were not asking for outside storage and the use is similar to Commercial recreational uses.

Motion: Motion to Deny

Motion By: Mike Goodman

Mr. Langelo asked for the finding that the motion for denial is based. Mr. Goodman explained that from what he has heard, this is a warehouse.

Motion 2nd by: Mike Boyd for discussion

Discussion: Mr. Lombardo spoke that definition of marina should be in code. Mr. Melendez spoke of compliance with comprehensive plan.

Mr. Goodman restated his motion as follows: Motion to deny and allow time to work on a definition of what a marina is in the Land Development Code.

Mr. Langelo spoke that in effect this is a tabling of the issue.

Mr. Corbett commented he feels that there is a difference between a storage and warehouse.

Mr. Lombardo commented he looks at the use as a dry dock marina.

Mr. Langelo asked the applicant about timeframe and asked for a timeframe for staff to draft an amendment to the Land Development Code.

Mr. Million commented that if staff would revise the code to include marinas and provide parking requirements for marinas it would be helpful for all, and asked for 30 to 60 days.

Staff responded that approximately 60 days.

Mr. Boyd retracted his second to the motion.

Motion: Motion to table Application #3257 for 60 days to allow staff work on language to amend code to define where marinas could be with parking, size, noise, etc.

Motion 2nd by: Mike Goodman

Vote: Motion carried unanimously

5. **Application #3251 – SPECIAL USE FOR RAW WATER WELLFIELD IN THE PUD (PLANNED UNIT DEVELOPMENT) AND CN (CONSERVATION) DISTRICTS** – request for Special Use approval for installation of raw water wells on Parcel Numbers: 16-14-31-0000-01010-0010; 20-14-31-0000-01010-0000; 21-14-31-0000-01010-0040; and 21-14-31-0000-01010-0050. Owner: Flagler County/Applicant: Shawn Finley, P.E., Public Works Director, City of Ormond Beach. *Project #COND-000444-2021 (TRC, PDB, BCC)*

Board Member Disclosures: None

Staff Presentation: by Adam Mengel, Growth Management Director

Board Discussion: Mr. Boyd sought clarification of use of individual wells and septic tanks in Hunter's Ridge. Mr. Mengel clarified that Hunter's Ridge is served by Ormond Beach Utilities. Mr. Langelo questioned agricultural uses in the general area. Mr. Mengel responded small ranchettes are in the area and that the St. Johns River Water Management District will include agricultural

considerations in their review of the consumptive use permit. Mr. Goodman asked about a limit of water to be able to draw. Mr. Mengel responded that this would be provided by St. Johns River Water Management District, likely based on volume.

Applicant Presentation: Shawn Finley, P.E., Public Works Director, City of Ormond Beach provided explanation of need for proposed raw water wells to support existing and proposed developments within both Ormond Beach and Flagler County. He explained that the City has hired environmental engineers to assist with the permitting for the raw water wells.

Public Comment: None

Motion: Motion to recommend approval to the Board of County Commissioners of the Special Use for the installation of raw water production wells, subject to the following conditions:

- a. development of the well sites to occur contiguous to the Access and Utility Easement depicted in the easement graphic labeled as Attachment "A";
- b. securing all applicable permits prior to installation and site development; and
- c. coordinating access with Flagler County Land Management during construction and on an ongoing basis for maintenance.

Motion By: Mike Goodman

Motion 2nd by: Mark Langelo

Vote: Carried unanimously.

6. **Application #3252 – SITE DEVELOPMENT PLAN IN THE I (INDUSTRIAL) DISTRICT** – request for Site Development Plan for proposed self-storage facility with covered recreational vehicle and boat storage at 8325 U.S. Highway 1 South on Parcel Number: 16-13-31-2000-00020-0000; 8.18+/- acres. Owner: Worldwide, Inc./Applicant: Storage Central, LLC/Agent: Newkirk Engineering, Inc. *Project #SDP-000443-2021*

Board Member Disclosures: None

Staff Presentation: by Adam Mengel, Growth Management Director

Applicant Presentation: Thomas Cooke, 296 Harbor Village Point, Palm Coast provided applicant presentation and offered that Pete Lyden partner and contractor as well as Harry Newkirk, P.E. were available for questions.

Board Discussion: Mr. Langelo questioned if the applicant would be paving the road and also questioned the proposed condition requiring fire sprinkler system at NFPA 1, Chapter 13, 13.3.2.27.4 on the site plan; he expressed concern of there being a code change and the requirement is in place for the permit for the structure. Mr. Langelo questioned the applicant about the paving of the County Road. Mr. Newkirk explained the proposed paving by the applicant.

Public Comment: None

Motion: Motion to Approve Application #3252 for Site Development Plan for a Self Storage Facility with covered RV and Boat Storage at 8325 U.S. Highway 1 South on Parcel # 16-13-31-2000-00020-0000 is approved, subject to the following conditions:

- a. all improvements are required to be in place, operable, and inspected prior to the initiation of the use on the parcel;
- b. limiting the fence height to a maximum height of 6 feet with no greater than an 18 inch barbed-wire (or similar) extension; and
- c. completion of the paving of County Road 202 (to County paved-road specifications with appropriate drainage improvements and signage/MOT consistent with the MUTCD provided by the applicant/owner) from its intersection with U.S. Highway 1 to extend beyond the project driveway for an approximate total distance of 230+/- feet

Motion By: Mark Langelo

Motion 2nd by: Mike Goodman

Vote: Carried unanimously

7. Staff Comments: None

8. Board Comments: None

9. Public Comments: None

10. Adjournment: Motion to adjourn

Motion by: Mike Goodman

Motion 2nd by: Jack Corbett

Meeting adjourned at 8:49 p.m.

Memorandum of Meeting with the City of Ormond

Date of Meeting: August 18, 2021

Persons in Attendance: On behalf of the City- Scott Simpson, Attorney; Randy Hayes, City Attorney; Noah McKinnon, Attorney; Joyce Shanahan, ICMA-CM, City Manager; and Shawn Finley, P.E. Public Works;

Developer: US Capital Alliance, LLC- Jake Beren, COO; Glen Fishman, Manager; Kimberly Buck of Alann Engineering Group, Inc. , and Kim C. Booker, Attorney of the law firm Booker & Associates, P.A.

Subject: Discuss the City's application for installation of wells in the Flagler Conservation Area, request to separate applications now pending before Flagler County, concerns regarding existing permits, mitigation credits. and Conservation Park Area Agreement, possible alternative site for wells in Ormond conservation area and consents from Developer for access to Ormond site, future easement or dedication of Ormond site (approximately 280 acres) subject to Developer retaining mitigation rights and borrow pit

The master developer of Hunter's Ridge DRI Development Order, US Capital Alliance, LLC. met with the City of Ormond on August 18, 2021, and the following items were discussed:

1. Separating the City's application for wells within the Flagler County Conservation Park Area from the Developer's NOPC application. All parties agreed that procedurally these applications should not be part of the same application. The City indicated it had already notified the County of Flagler of the distinct procedural issues that make it necessary to have the applications heard separately. The City's attorney, Noah McKinnon agreed to contact the County Attorney, Al Hadeed, to convey our mutual agreement that the applications cannot be part of the same application and that the Developer's NOPC is a separate application from the City's application to locate the wells in the Conservation Park Area.
2. Discussed alternative options for the location of the City's wells within the approximately 280 acres located in the conservation area in Ormond Beach, which is part of the Ormond Beach DRI. The parties agreed to deliver a letter allowing access to the site to allow the City to conduct studies as to the suitability of this site for the location of the additional well sites. The City agreed to provide an indemnification for liability for any activities conducted by the City on the Developer owned site. The Developer agreed to provide an easement or in the alternative, dedicate the site to the City, subject to confirmation of the Developer's retention of the mitigation rights under the DRI and the right to expand and use the existing borrow pit. The Developer indicated he would provide the consents necessary to make this site feasible so long as such development rights were retained by the Developer and such rights were not negatively impacted.
3. The Developer indicated that he has purchased the mineral rights for all of the conservation area in both Flagler and Volusia County and is willing to provide some mitigation credits needed to install the wells in these areas. The exact number of credits would have to be agreed upon by the parties after further investigation.

4. The Developer indicated that if the City desired to continue with the Flagler County site, he would provide any consents need by the City so long as his mitigation credits were not impacted nor any of his vested rights under the Conservation Park Agreement. The Conservation Park Area Agreement must be amended to allow such activity within the Flagler County Conservation Area.

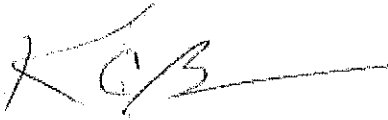
6. The parties agreed to work on a timeline to avoid any delays in allowing the City to proceed with the work on the wells. The parties discussed the temporary impact of the construction of the borrow pit on the wells and how to work out a mutually acceptable work schedule. The goal would be to complete the borrow pit construction as soon as feasibly possible so as not to delay the City in their applications for permits and construction of the well sites.

7. The Ormond DRI may have to be amended to allow the City to locate the well sites in the Ormond Conservation Area. All parties agreed to cooperate to accomplish the modification of the DRI, if required.

8. The parties agreed to meet again in October to discuss this matter, determine the best course of action and to reach a consensus on the specific agreements needed to accomplish the goals set forth herein.

Respectfully Submitted,

Booker & Associates, P.A.

A handwritten signature in black ink, appearing to read 'KCB', followed by a horizontal line.

By: _____
Kim C. Booker, Attorney
Representing US Capital Alliance, LLC.

Mary Murphy

From: Kim Booker
Sent: Thursday, August 19, 2021 9:40 AM
To: nmckinnon@mckinnonandmckinnonpa.com; joyce.shanahan@ormondbeach.org;
scott.scottsimpsonlaw@gmail.com; shawn.finley@ormondbeach.org;
randy.hayes@ormondbeach.org
Cc: Glen Fishman; Jacob Beren; Kimberly A. Buck
Subject: Memorandum of Meeting on August 18, 2021
Attachments: Memorandum Regarding Meeting August 18 2021between US Capital Alliance LLC and City of Ormond.pdf

Joyce Shanahan, ICMA-CM, City Manager
Noah McKinnon, Esquire
Scott Simpson, Esquire
Randy Hayes, Esquire
Shawn Finley, Public Works
City of Ormond

Please see attached for your review regarding the meeting on August 18, 2021 with the City. Please advise me if you disagree with any statements set forth on the attached summary which is intended to create minutes for our meeting yesterday. We appreciate your time yesterday and look forward to meeting again during the first weeks of October. If you can send me several dates for your availability for the next meeting, we can get that meeting on my client's schedule. Please let me know if you have any questions or comments regarding the attached Memorandum. We look forward to working with you regarding these matters.

Kim C. Booker, Attorney at Law
Booker & Associates, P.A.
1019 Town Center Drive, Suite 201
Orange City, Florida 32763
Telephone (386) 774-6552
Fax (386) 774 -5997

This communication is intended to be a confidential and privileged communication protected by attorney client privilege. If you are the unintended recipient of this communication, please notify my office immediately at 386 774 6552. Due to increased risk of fraud, please confirm any and all wiring instructions before sending any wires to our office.

Memorandum of Meeting with the City of Ormond

Date of Meeting: August 18, 2021

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4. The Developer indicated that if the City desired to continue with the Flagler County site, he would provide any consents need by the City so long as his mitigation credits were not impacted nor any of his vested rights under the Conservation Park Agreement. The Conservation Park Area Agreement must be amended to allow such activity within the Flagler County Conservation Area.

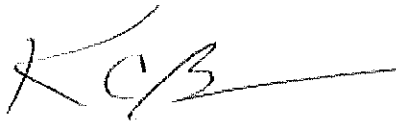
6. The parties agreed to work on a timeline to avoid any delays in allowing the City to proceed with the work on the wells. The parties discussed the temporary impact of the construction of the borrow pit on the wells and how to work out a mutually acceptable work schedule. The goal would be to complete the borrow pit construction as soon as feasibly possible so as not to delay the City in their applications for permits and construction of the well sites.

7. The Ormond DRI may have to be amended to allow the City to locate the well sites in the Ormond Conservation Area. All parties agreed to cooperate to accomplish the modification of the DRI, if required.

8. The parties agreed to meet again in October to discuss this matter, determine the best course of action and to reach a consensus on the specific agreements needed to accomplish the goals set forth herein.

Respectfully Submitted,

Booker & Associates, P.A.

A handwritten signature in black ink, appearing to read 'KCB', followed by a horizontal line.

By: _____
Kim C. Booker, Attorney
Representing US Capital Alliance, LLC.

From: [Hayes, Randy](#)
To: [Kim Booker](#); nmckinnon@mckinnonandmckinnonpa.com; [Shanahan, Joyce](#); scott.scottsimpsonlaw@gmail.com; [Finley, Shawn](#)
Cc: [Glen Fishman](#); [Jake Beren](#); [Kimberly A. Buck](#)
Subject: RE: Memorandum of Meeting on August 18, 2021
Date: Thursday, August 19, 2021 1:55:03 PM

Dear Ms. Booker,

Thank you for providing a general summary of discussions from the meeting yesterday. Mr. McKinnon spoke to the Flagler County Attorney yesterday to affirm our request that the city's application before Flagler County be separated from the developer's NOPC application.

It was a pleasure meeting Messrs. Fishman and Beren, the new principal owners of Hunters Ridge DRI. We look forward to establishing a good working relationship with them and we look forward to obtaining sufficient land to provide water and sewer services to the Hunters Ridge development. We appreciate Mr. Fishman's offer of land, consisting of approximately 280 acres situated within the Hunters Ridge-Ormond Beach DRI, to provide well sites to Ormond Beach. We look forward to evaluating its suitability as a water resource as an alternative to the request that is pending before Flagler County.

We will be happy to prepare, and to send to you for review, the paper work that will authorize the city to enter upon the alternative site (280 acres) for the purpose of evaluating its suitability as a water resource, which will include provisions addressing Mr. Fishman's liability concerns. To assist us in drafting the papers, it would be helpful for you to clarify the name of the entity that should be used – is it U.S. Capital Alliance, LLC as reflected in your memorandum of the meeting or is it Hunters Ridge Acquisition and Development, LLC as depicted in the business card that was provided by Mr. Beren?

We look forward to further discussions regarding Mr. Fishman's offer.

Sincerely

Randal A. Hayes, Esq.

CITY ATTORNEY
22 South Beach Street
Ormond Beach, FL 32175
(386) 676-3217
Randy.Hayes@ormondbeach.org

From: Kim Booker <kbooker@bookerandassoc.com>
Sent: Thursday, August 19, 2021 9:40 AM
To: nmckinnon@mckinnonandmckinnonpa.com; Shanahan, Joyce

<Joyce.Shanahan@ormondbeach.org>; scott.scottsimpsonlaw@gmail.com; Finley, Shawn
<Shawn.Finley@ormondbeach.org>; Hayes, Randy <Randy.Hayes@ormondbeach.org>
Cc: Glen Fishman <gfishman@assetrestructuring.com>; Jake Beren <jberen@huntersridgefl.com>;
Kimberly A. Buck <kim.buck@ae-group.com>
Subject: Memorandum of Meeting on August 18, 2021

[External Email-Use Caution] - OB/IT Helpdesk

Joyce Shanahan, ICMA-CM, City Manager
Noah McKinnon, Esquire
Scott Simpson, Esquire
Randy Hayes, Esquire
Shawn Finley, Public Works
City of Ormond

Please see attached for your review regarding the meeting on August 18, 2021 with the City. Please advise me if you disagree with any statements set forth on the attached summary which is intended to create minutes for our meeting yesterday. We appreciate your time yesterday and look forward to meeting again during the first weeks of October. If you can send me several dates for your availability for the next meeting, we can get that meeting on my client's schedule. Please let me know if you have any questions or comments regarding the attached Memorandum. We look forward to working with you regarding these matters.

Kim C. Booker, Attorney at Law
Booker & Associates, P.A.
1019 Town Center Drive, Suite 201
Orange City, Florida 32763
Telephone (386) 774-6552
Fax (386) 774 -5997

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Kim Booker

From: Hayes, Randy <Randy.Hayes@ormondbeach.org>
Sent: Thursday, August 26, 2021 10:59 AM
To: Kim Booker
Cc: Scott Simpson; Noah McKinnon, Jr.; 'Lynn Fahnestock'
Subject: Land re potential Hunter's Ridge well sites

Good morning, Kim. I think we can expedite the objective which will help us keep on track with the time line we discussed at the August 18 meeting. Our utility folks and consultants are reasonably confident, based on the location of the city's water wells in Rima Ridge and Hudson wellfield, that the subject conservation area land (approximately 280 acres) will be suitable as a potential water resource. Consequently, we do not believe we need to perform costly and perhaps time consuming test drilling, which in turn will eliminate the need for the license agreement. My folks would, however, like to conduct a visual inspection of the site for due diligence purposes. I think a letter of authorization from your client for that limited purpose will be sufficient for that purpose.

Thank you very much,

Randy

Randal A. Hayes, Esq.

CITY ATTORNEY
22 South Beach Street
Ormond Beach, FL 32175
(386) 676-3217
Randy.Hayes@ormondbeach.org

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BOOKER & ASSOCIATES, P.A.
ATTORNEYS AT LAW

KIM C. BOOKER
kbooker@bookerandassoc.com

ANDREW F. LANGENBACH
AndrewL@bookerandassoc.com

1019 TOWN CENTER DRIVE, SUITE 201
ORANGE CITY, FLORIDA 32763
PHONE (386) 774-6552
FAX (386) 774-5997

August 27, 2021

Ms. Joyce Shanahan, City Manager
City of Ormond Beach
22 South Beach Street
Ormond Beach, Florida 32174

Re: Hunter's Ridge, et al / City of Ormond Beach

Dear Ms. Shanahan:

Please accept this letter as authorization by US Capital Alliance, LLC. to allow the City of Ormond and/or its subcontractors, to enter upon the real property described on Exhibit A ("Property"), attached hereto, consisting of approximately 280 acres of conservation area in Ormond, for the purpose of completing a site inspection relating to the possible location of wells within this area. This authorization shall be limited to a six (6) month period from the date of this letter and the City shall, subject to the limitations provided in Section 768.28, Florida Statutes, indemnify the Developer, US Capital Alliance, LLC. against any and all claims, losses or damages arising in connection with the City's entry upon the subject Property. The City retains all rights, benefits, limitations and immunity under Section 768.28, Florida Statutes.

If you have any questions regarding this matter, please feel free to contact me.

Sincerely,

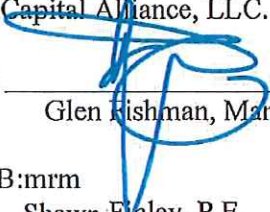
Booker & Associates, P.A.

By: 
Kim C. Booker, Attorney at Law

Acknowledgement:

By: _____
Joyce Shanahan, City Manager

US Capital Alliance, LLC.

By: 
Glen Fishman, Manager

KCB:mmm

cc: Shawn Finley, P.E.
Randy Hayes, City Attorney

EXHIBIT "A"

PARCEL 2 (VOLUSIA COUNTY):

A PORTION OF SECTION 28 AND A PORTION OF SECTION 29, TOWNSHIP 14 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID SECTION 29; THENCE NORTH 88°05'26" EAST ALONG THE NORTH LINE OF AFORESAID SECTION 28, A DISTANCE OF 1415.16 FEET TO THE BEGINNING OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1953.28 FEET AND A CENTRAL ANGLE OF 28°54'28"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 985.50 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH 01°02'04" EAST, A DISTANCE OF 975.08 FEET TO THE END OF SAID CURVE; THENCE SOUTH 66°56'56" WEST A DISTANCE OF 356.03 FEET; THENCE SOUTH 15°48'34" EAST A DISTANCE OF 261.38 FEET TO THE INTERSECTION WITH THE NORTHERLY RIGHT OF WAY OF STATE ROAD 40 (RIGHT OF WAY VARIES, AS SHOWN ON FLORIDA RIGHT OF WAY MAP SECTION NUMBER 79100 SHEET 7, 8 & 9, OF 18, DATED 4-12-01); THENCE SOUTH 66°56'56" WEST ALONG SAID NORTHERLY RIGHT OF WAY, A DISTANCE OF 2589.81 FEET; THENCE CONTINUE ALONG SAID RIGHT OF WAY NORTH 23°03'04" WEST, A DISTANCE OF 146.00 FEET; THENCE SOUTH 66°56'56" WEST, A DISTANCE OF 730.00 FEET; THENCE SOUTH 23°03'04" EAST, A DISTANCE OF 146.00 FEET; THENCE SOUTH 66°56'56" WEST, A DISTANCE OF 1936.84; THENCE NORTH 19°57'27" WEST, A DISTANCE OF 174.69 FEET; THENCE NORTH 70°02'17" EAST, A DISTANCE OF 146.58 FEET; THENCE NORTH 19°57'27" WEST, A DISTANCE OF 25.00 FEET; THENCE SOUTH 70°02'17" WEST, A DISTANCE OF 146.58 FEET; THENCE NORTH 19°57'27" WEST, A DISTANCE OF 30.54 FEET; THENCE SOUTH 66°56'56" WEST, A DISTANCE OF 172.84 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY, NORTH 00°50'15" WEST, A DISTANCE OF 354.96; THENCE SOUTH 89°09'45" WEST, A DISTANCE OF 51.00 FEET; THENCE NORTH 00°50'15" WEST, A DISTANCE OF 2710.20 FEET TO THE NORTH LINE OF AFORESAID SECTION 29; THENCE NORTH 87°38'52" EAST ALONG SAID NORTH LINE, A DISTANCE OF 3998.13 FEET TO THE POINT OF BEGINNING.

Kim Booker

From: Hayes, Randy <Randy.Hayes@ormondbeach.org>
Sent: Tuesday, September 14, 2021 10:58 AM
To: Kim Booker
Subject: RE: wells

Hi Kim – I'm checking with Shawn Finley. I think his attention was redirected to other matters. I'll let you know what I learn as soon as I hear from him. Thank you. Randy

From: Kim Booker <kbooker@bookerandassoc.com>
Sent: Tuesday, September 14, 2021 10:20 AM
To: Hayes, Randy <Randy.Hayes@ormondbeach.org>
Subject: wells

[External Email-Use Caution] - OB/IT Helpdesk

Randy,

What is the status of this matter?

Kim C. Booker, Attorney at Law
Booker & Associates, P.A.
1019 Town Center Drive, Suite 201
Orange City, Florida 32763
Telephone (386) 774-6552
Fax (386) 774 -5997

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Mary Murphy

From: Kim Booker
Sent: Monday, November 8, 2021 6:24 PM
To: KWest@sjrwmd.com; CMcCammon@sjrwmd.com; BHatchitt@sjrwmd.com
Cc: Kimberly Buck; Glen Fishman; Jacob Beren; Hayes, Randy; Finley, Shawn; Shanahan, Joyce
Subject: Conservation Area in City of Ormond within Hunter's Ridge DRI

Kealy,

I would like to request a zoom meeting with the District and the City of Ormond to discuss details of the conveyance of that portion of the conservation lands lying within the City of Ormond under the Hunter's Ridge DRI. The Joint Stipulation and Special Conditions adopted as part of the Hunter's Ridge DRI requires the conveyance of an undivided half interest of the Conservation Lands to SJRWMD and an undivided one half interest to the City of Ormond. The site consist of approximately 287 acres. There are a number of stipulations and restrictions pertaining to the conveyance including the reservation of mitigation credits. When this matter was approached with the District regarding that portion lying in Flagler County, the parties agreed to convey to the County and encumber the land with a stipulated conservation easement reserving those rights set forth in the DRI. A separate Conservation Park Agreement was entered into with Flagler County regarding this matter. The City desires to do something similar and desires to take ownership of the entire interest in the conservation lands, but we will need the consent of SJRWMD to convey all of our interests to the City rather than only fifty percent, as set forth in the DRI. Please confirm several dates you and your team are available to participate in a zoom meeting with my client, Glen Fishman and Jake Beren on behalf of US Capital Alliance, LLC., their engineer, Kimberly Buck, P.E., the Ormond City Attorney, Randy Hayes, and other members of the City staff. I look forward to hearing from you soon.

Kim C. Booker, Attorney at Law
Booker & Associates, P.A.
1019 Town Center Drive, Suite 201
Orange City, Florida 32763
Telephone (386) 774-6552
Fax (386) 774 -5997

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Mary Murphy

From: Kim Booker
Sent: Tuesday, November 9, 2021 6:41 PM
To: Kealey West; Barbara Hatchitt; Hayes, Randy; Shanahan, Joyce
Cc: Kimberly Buck; Glen Fishman; Jacob Beren
Subject: RE: Hunters Ridge Conservation Lands in Ormond under DRI

Kealey and Barbara,

My emails are being returned to me so I am resending this email. I need to schedule a zoom meeting with you or a designated member of your staff, the new Developer at Hunter's Ridge and the City of Ormond to discuss the conservation lands in Ormond and the City's desire to have them conveyed to the City in fee simple. The DRI requires an undivided 50 percent to go to the City and an undivided 50% to be conveyed to SJRWMD. In the past when we dealt with this issue in Flagler, we agreed to deed the property to the County of Flagler but record a conservation easement over the entire parcel. There are also additional rights retained by the Developer in the Ormond Conservation Lands, which require some discussion. Please provide me with some dates of availability so that we may have a meeting to discuss this matter further. I look forward to hearing from you soon. Thanks

Kim C. Booker, Attorney at Law
Booker & Associates, P.A.
1019 Town Center Drive, Suite 201
Orange City, Florida 32763
Telephone (386) 774-6552
Fax (386) 774 -5997

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From: Kealey West <KWest@sjrwmd.com>
Sent: Thursday, December 8, 2016 2:28 PM
To: kbooker@bookerandassoc.com; kstangle@broadandcassel.com; Barbara Hatchitt <BHatchitt@sjrwmd.com>
Cc: Marc vonCanal <mvoncana@sjrwmd.com>; Kimberly Buck <kab@ae-group.com>; Joseph Brinson <jbrinson@esinc.cc>; allanfeker@cox.net
Subject: RE: Hunters Ridge_Conservation Easement, Draft Order, 40 Grade Easement & Warranty Deed for Parks

Attached is the standard form and language to provide the ACOE a third party right of enforcement to a District CE. The language has already been vetted through and approved by the ACOE and is the language the District uses. What you are proposing appears consistent.

From: kbooker@bookerandassoc.com [<mailto:kbooker@bookerandassoc.com>]
Sent: Thursday, December 08, 2016 1:57 PM
To: kstangle@broadandcassel.com; Kealey West <KWest@sjrwmd.com>; Barbara Hatchitt <BHatchitt@sjrwmd.com>
Cc: Marc vonCanal <mvoncana@sjrwmd.com>; Kimberly Buck <kab@ae-group.com>; Joseph Brinson <jbrinson@esinc.cc>; allanfeker@cox.net
Subject: FW: Hunters Ridge_Conservation Easement, Draft Order, 40 Grade Easement & Warranty Deed for Parks

Kate, Kealy and Barbara,

Below is the permit application number for the ACOE and the language being used in other CE's by ACOE. If there is no objection, I propose that we had this language to the CE to include the ACOE in the CE and to make sure it is considered for mitigation purposes. We can discuss further at our meeting next week. Thanks

From: Joseph Brinson [<mailto:jbrinson@ESINC.CC>]

Sent: Thursday, December 08, 2016 1:02 PM

To: kbooker@bookerandassoc.com

Cc: Kimberly Buck

Subject: RE: Hunters Ridge_Conservation Easement, Draft Order, 40 Grade Easement & Warranty Deed for Parks

Kim, sorry for the delay. All I really have is the current ACOE application no. for Hunters Ridge which is **SAJ-2016-02628**.

Also, in the past the ACOE was never named in the CE. Not until recently we have been adding the language below as standard language that was approved for use by the ACOE Jacksonville District Office. It goes in all our CE's that have a ACOE mitigation component and is never questioned. The current Hunters Ridge CE already has the majority of the language, just does not name the ACOE specifically or the permit #. See example below.

"WHEREAS, the U.S. Army Corps of Engineers Permit No. SAJ-_____ (Corps Permit) authorizes certain activities in the waters of the United States and requires this site protection instrument over the lands identified in Exhibit B as mitigation for such activities.

5. Rights of the U.S. Army Corps of Engineers ("Corps"). The Corps, as a third-party beneficiary, shall have the right to enforce the terms and conditions of this Conservation Easement, including:

- a. The right to take action to preserve and protect the environmental value of the Conservation Easement Area;
- b. The right to prevent any activity on or use of the Conservation Easement Area that is inconsistent with the purpose of this Conservation Easement, and to require the restoration of areas or features of the Conservation Easement Area that may be damaged by any inconsistent activity or use;
- c. The right to enter upon and inspect the Conservation Easement Area in a reasonable manner and at reasonable times to determine if Grantor or its successors and assigns are complying with the covenants and prohibitions contained in this Conservation Easement; and
- d. The right to enforce this Conservation Easement by injunction or proceed at law or in equity to enforce the provisions of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and the right to require Grantor, or its successors or assigns, to restore such areas or features of the Conservation Easement Area that may be damaged by any inconsistent activity or use or unauthorized activities.

The Grantor, including their successors or assigns, shall provide the Corps at least 60 days advance notice in writing before any action is taken to amend, alter, release, or revoke this Conservation Easement. The Grantee shall provide reasonable notice and an opportunity to comment or object to the release or amendment to the U.S. Army Corps of Engineers. The Grantee shall consider any comments or objections from the U.S. Army Corps of Engineers when making the final decision to release or amend this Conservation Easement.

Joseph L. Brinson
Environmental Services, Inc.
904-470-2200

From: kbooker@bookerandassoc.com [<mailto:kbooker@bookerandassoc.com>]
Sent: Monday, December 5, 2016 7:43 AM
To: Joseph Brinson <jbrinson@ESINC.CC>; kab@ae-group.com
Subject: Fwd: Hunters Ridge_Conservation Easement, Draft Order, 40 Grade Easement & Warranty Deed for Parks

Do you have anything you can send to Flagler county regarding ACOE permit?

Sent from my iPhone

Kim C Booker, Attorney at Law
Booker & Associates, P A.

Begin forwarded message:

From: Kate Stangle <kstangle@broadandcassel.com>
Date: November 30, 2016 at 6:38:08 PM EST
To: "kbooker@bookerandassoc.com" <kbooker@bookerandassoc.com>
Cc: Joseph Brinson <jbrinson@esinc.cc>, Kimberly Buck <kab@ae-group.com>
Subject: RE: Hunters Ridge_Conservation Easement, Draft Order, 40 Grade Easement & Warranty Deed for Parks

Kim,

My only hesitation with respect to the ACOE Permit is that I haven't seen it yet to know whether adding the reference to the CE would be a problem. Has the ACOE Permit been issued, and if so, may I get a copy?

On the Conservation Park Agreement, we set it up so that the Term would not end until all the monitoring obligations have ended (See Section 17), and the monitoring obligations will remain with the Developer (Section 1.E.4). The only component that expires in 2032 is the County's requirement to obtain the Developer's consent with respect to the items listed in Section 11. With respect to the temporary access agreement, we will need to re-visit the language for the term of the access easement, as the draft currently has it ending in 2032. I will take a run at revising the temporary access easement so that the duration includes the associated monitoring periods.

From: kbooker@bookerandassoc.com [<mailto:kbooker@bookerandassoc.com>]
Sent: Wednesday, November 30, 2016 5:56 PM
To: Kate Stangle
Cc: Joseph Brinson; Kimberly Buck
Subject: RE: Hunters Ridge_Conservation Easement, Draft Order, 40 Grade Easement & Warranty Deed for Parks

My client would request that the ACOE permit number be referenced in the CE so that it also is tied to that permit for future references. Also, the ACOE could be referenced in the CPA too. I will have Joe Brinson send to us the ACOE permit number. The only other issue was the deadline for the termination of the agreement and access in 2032. There are monitoring obligation under the Conceptual Permit that may extend past that date. Is the County assuming the liability for the monitoring obligations under the Permit? I spoke to Mark Watts and he is delivering to Mr. Feker the mylar for Airport Road to sign. We all agree that the ROW will have to be accepted by the CDD before

the plat is recorded. Mark Watt indicated the County was scheduling the hearing for the plat on December 19th.

I think that is the last of the issues for now.

Kim C. Booker, Attorney at Law
Booker & Associates, P.A.
1019 Town Center Drive, Suite 201
Orange City, Florida 32763
Telephone (386) 774-6552
Fax (386) 774-5997
Email kbooker@bookerandassoc.com

From: Kate Stangle [<mailto:kstangle@broadandcassel.com>]
Sent: Tuesday, November 29, 2016 10:18 AM
To: kbooker@bookerandassoc.com
Subject: Hunters Ridge_Conservation Easement, Draft Order, 40 Grade Easement & Warranty Deed for Parks

Kim,

Attached is a copy of the draft Conservation Easement which has been revised from the version sent to you earlier this week, to address the need for Flagler County to determine the borrow pit activity is consistent with the Joint Stipulation.

Also attached are the following items which will be included in the agenda package:

Draft Order to Lift the Notice of Non-Compliance
Assignment of Rights (amended from the 9/28 version to remove reference to Ms. Revels on signature line)
40 Grade Easement (amended from the 9/28 version to remove reference to Ms. Revels on signature line)
Warranty Deed for Parks (November 3rd Version)

The remaining items will be sent later this morning.

From: Kate Stangle
Sent: Tuesday, November 29, 2016 9:32 AM
To: 'kbooker@bookerandassoc.com'
Subject: Hunters Ridge _Staff Report and Conservation Area Agreement

Kim,

I have attached a draft Staff Report Cover Sheet that outlines the request staff will be making on December 5th relative to the Hunters Ridge DRI.

As you will see, the draft conveyance instruments and agreements will be attached, and the BCC will be asked to approve them in substantial form, with the ability for the County Administrator and County Attorney to make minor adjustments prior to the closing. I believe the overall request that staff is

making is consistent with our discussions and provides the project with a clear path for getting the Notice of Non-Compliance lifted.

With respect to the Conservation Area Agreement, and as a result of the Joint Stipulation issue I raised earlier this morning, I have made a revision that makes the approval of the proposed borrow pit contingent upon the County's determination that the pit is consistent with the Joint Stipulation. I have added this language in order to allow the agenda request to move forward while giving the parties some additional time in which to continue exploring the issue. However, as I indicated earlier today, based upon the information I have received, it appears that the proposed borrow pit is actually prohibited by the Joint Stipulation.

In the event that we are not able to conclude that the borrow pit is consistent with the Joint Stipulation prior to the closing date, I do not see an option that would otherwise allow the County to approve the borrow pit and, if that is the case, we will need to remove the borrow pit section from the agreement prior to its execution and prior to closing. This proviso regarding the Agreement and the proposed borrow pit will also be verbally added to the record at the public hearing.

Over the course of the morning, I will be sending you copies of the other documents that will be attached to the agenda item, so that we can both be sure the correct versions are attached.

[HOME](#) [BIO](#) [VCARD](#)



Kate Stangle
OF COUNSEL
390 NORTH ORANGE AVENUE
<http://www.broadandcassel.com/>
SUITE 1400
ORLANDO, FL 32801-4961
TELEPHONE: 407.839.4200
FACSIMILE: 407.425.8377
DIRECT LINE: 407.481.5209
DIRECT FACSIMILE: 407.425.8377
E-MAIL: [KSTANGLE@BROADANDCASSEL.COM](mailto:kstangle@broadandcassel.com)

www.broadandcassel.com

We value your opinion. Please take a few minutes to share your comments on the service you received from the District by clicking this [link](#)

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- Emails to and from the St. Johns River Water Management District are archived and, unless exempt or confidential by law, are subject to being made available to the public upon request. Users should not have an expectation of confidentiality or privacy.
- Individuals lobbying the District must be registered as lobbyists (§112.3261, Florida Statutes). Details, applicability and the registration form are available at <http://www.sjrwmd.com/lobbyist/>

Mary Murphy

From: Kim Booker
Sent: Wednesday, November 17, 2021 9:55 AM
To: Jessica Quiggle
Cc: Craig McCammon; randy.hayes@ormondbeach.org; Kimberly Buck; Glen Fishman; Jacob Beren
Subject: RE: Conservation Area in City of Ormond within Hunter's Ridge DRI

Thank you for the response. We are trying to set up a meeting with the District and City of Ormond about the City's desire to receive a deed for the Conservation Area in Ormond under the Hunter's Ridge DRI. The DRI requires fifty percent of the fee simple title to go to the District. There are a number of other restrictions and rights to be discussed as well. We would like to schedule a zoom meeting at your earliest convenience. Please provide us with some times of availability so we may coordinate with the City. Thank you

Kim C. Booker, Attorney at Law
Booker & Associates, P.A.
1019 Town Center Drive, Suite 201
Orange City, Florida 32763
Telephone (386) 774-6552
Fax (386) 774 -5997

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From: Jessica Quiggle <JQuiggle@sjrwmd.com>
Sent: Wednesday, November 17, 2021 9:23 AM
To: Kim Booker <kbooker@bookerandassoc.com>
Cc: Craig McCammon <CMcCammon@sjrwmd.com>; randy.hayes@ormondbeach.org
Subject: RE: Conservation Area in City of Ormond within Hunter's Ridge DRI

Good morning Ms. Booker,

Ms. Kealey West is no longer with the District; please feel free to contact me regarding this matter moving forward.

My staff and I are reviewing your request and will get back to you shortly.

Thanks,
Jessica

Jessica Quiggle
Senior Assistant General Counsel
Office of General Counsel
St. Johns River Water Management District
P.O. Box 1429 • Palatka, FL 32178-1429
Office: (386) 329-4107 • Cell: (386) 916-4129
Email: jquiggle@sjrwmd.com
Website: www.sjrwmd.com
Connect with us: [Newsletter](#), [Facebook](#), [Twitter](#), [Instagram](#), [YouTube](#), [Pinterest](#)



From: Kim Booker <kbooker@bookerandassoc.com>
Sent: Monday, November 8, 2021 6:24 PM
To: KWest@sjrwmd.com; Craig McCammon <CMcCammon@sjrwmd.com>; BHatchitt@sjrwmd.com
Cc: Kimberly Buck <kab@ae-group.com>; Glen Fishman <gfishman@assetrestructuring.com>; Jake Beren <jberen@huntersridgefl.com>; Hayes, Randy <Randy.Hayes@ormondbeach.org>; Finley, Shawn <Shawn.Finley@ormondbeach.org>; Shanahan, Joyce <Joyce.Shanahan@ormondbeach.org>
Subject: Conservation Area in City of Ormond within Hunter's Ridge DRI

Kealy,

I would like to request a zoom meeting with the District and the City of Ormond to discuss details of the conveyance of that portion of the conservation lands lying within the City of Ormond under the Hunter's Ridge DRI. The Joint Stipulation and Special Conditions adopted as part of the Hunter's Ridge DRI requires the conveyance of an undivided half interest of the Conservation Lands to SJRWMD and an undivided one half interest to the City of Ormond. The site consist of approximately 287 acres. There are a number of stipulations and restrictions pertaining to the conveyance including the reservation of mitigation credits. When this matter was approached with the District regarding that portion lying in Flagler County, the parties agreed to convey to the County and encumber the land with a stipulated conservation easement reserving those rights set forth in the DRI. A separate Conservation Park Agreement was entered into with Flagler County regarding this matter. The City desires to do something similar and desires to take ownership of the entire interest in the conservation lands, but we will need the consent of SJRWMD to convey all of our interests to the City rather than only fifty percent, as set forth in the DRI. Please confirm several dates you and your team are available to participate in a zoom meeting with my client, Glen Fishman and Jake Beren on behalf of US Capital Alliance, LLC., their engineer, Kimberly Buck, P.E., the Ormond City Attorney, Randy Hayes, and other members of the City staff. I look forward to hearing from you soon.

Kim C. Booker, Attorney at Law
Booker & Associates, P.A.
1019 Town Center Drive, Suite 201
Orange City, Florida 32763
Telephone (386) 774-6552
Fax (386) 774 -5997

This communication is intended to be a confidential and privileged communication protected by attorney client privilege. If you are the unintended recipient of this communication, please notify my office immediately at 386 774 6552. Due to increased risk of fraud, please confirm any and all wiring instructions before sending any wires to our office.

We value your opinion. Please take a few minutes to share your comments on the service you received from the District by clicking this [link](#)

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From: [Hayes, Randy](#)
To: [Kim Booker](#); [Myra Perschnick](#)
Subject: RE: Conservation Area in City of Ormond within Hunter's Ridge DRI - potential meeting
Date: Tuesday, November 30, 2021 3:20:44 PM
Attachments: [image002.png](#)

Thank you very much for the courtesies. January 6 at 1:00 will work for us as well. Attending with me via Zoom will be City Manager, Joyce Shanahan and Noah McKinnon as outside counsel.

Best regards,

Randal A. Hayes, Esq.

CITY ATTORNEY
22 South Beach Street
Ormond Beach, FL 32175
(386) 676-3217
Randy.Hayes@ormondbeach.org

From: Kim Booker <kbooker@bookerandassoc.com>
Sent: Tuesday, November 30, 2021 9:58 AM
To: Myra Perschnick <MPerschnick@sjrwmd.com>
Cc: Hayes, Randy <Randy.Hayes@ormondbeach.org>
Subject: RE: Conservation Area in City of Ormond within Hunter's Ridge DRI - potential meeting

[External Email-Use Caution] - OB/IT Helpdesk

Please send to Randy Hayes at the City of Ormond too.

Kim C. Booker, Attorney at Law
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From: Myra Perschnick <MPerschnick@sjrwmd.com>
Sent: Tuesday, November 30, 2021 8:38 AM
To: Kim Booker <kbooker@bookerandassoc.com>
Subject: RE: Conservation Area in City of Ormond within Hunter's Ridge DRI - potential meeting

Great. Let's go with Jan. 6 at 1:00 p.m. Will you be sending out a Zoom link, or do you want me to set it up as a Teams meeting?

Myra B. Perschnick
Legal Administrative Assistant
Office: (386) 329-4234
Email: mperschnick@sjrwmd.com

From: Kim Booker <kbooker@bookerandassoc.com>
Sent: Monday, November 29, 2021 10:26 PM
To: Myra Perschnick <MPerschnick@sjrwmd.com>
Subject: Re: Conservation Area in City of Ormond within Hunter's Ridge DRI - potential meeting

My team can do Jan 5th or Jan 6th at 1 pm or 2 pm.

Get [Outlook for iOS](#)

From: Myra Perschnick <MPerschnick@sjrwmd.com>
Sent: Monday, November 29, 2021 10:25:51 AM
To: Kim Booker <kbooker@bookerandassoc.com>
Subject: RE: Conservation Area in City of Ormond within Hunter's Ridge DRI - potential meeting

Kim: Due to previous commitments and upcoming holiday, there are no further available dates in the month of December that the required District staff can collectively attend a meeting on this matter. Below are the next available dates/times in Jan. 2022. Please let me know what works for your parties, and I will block calendars on my end.

Jan. 3	9:30 – 11:00 a.m.
Jan. 5	1:00 – 4:30 p.m.
Jan. 6	10:30 a.m. – 12:00 noon, and 1:00 – 4:30 p.m.
Jan. 7	9:00 a.m. – 12:00 noon, and 1:00 – 4:30 p.m.

Sincerely, Myra

Myra B. Perschnick
Legal Administrative Assistant
Office: (386) 329-4234
Email: mperschnick@sjrwmd.com

From: Kim Booker <kbooker@bookerandassoc.com>
Sent: Monday, November 29, 2021 9:18 AM
To: Myra Perschnick <MPerschnick@sjrwmd.com>
Subject: RE: Conservation Area in City of Ormond within Hunter's Ridge DRI - potential meeting

My clients are available after December 6th. Please provide me with some available dates that week if possible. Thank you

Kim C. Booker, Attorney at Law
Booker & Associates, P.A.
1019 Town Center Drive, Suite 201
Orange City, Florida 32763
Telephone (386) 774-6552
Fax (386) 774 -5997

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From: Myra Perschnick <MPerschnick@sjrwmd.com>
Sent: Wednesday, November 24, 2021 5:12 PM
To: Kim Booker <kbooker@bookerandassoc.com>
Subject: FW: Conservation Area in City of Ormond within Hunter's Ridge DRI - potential meeting
Importance: High

Kim: Any chance you were able to get with your parties to confirm availability for this meeting? I had placed holds for the dates/times listed below on District staff calendars. Since we won't return to work until Monday, Nov. 29, shall I assume that date will not work for your parties? If not, I will release that hold. Is Dec. 1 viable?

Sincerely, Myra

Myra B. Perschnick
Legal Administrative Assistant
Office: (386) 329-4234
Email: mperschnick@sjrwmd.com

From: Myra Perschnick
Sent: Tuesday, November 23, 2021 10:38 AM
To: kbooker@bookerandassoc.com
Cc: Jessica Quiggle <JQuiggle@sjrwmd.com>
Subject: FW: Conservation Area in City of Ormond within Hunter's Ridge DRI - potential meeting

Hello, Ms. Booker: Jessica Quiggle asked that I communicate with you regarding setting up a Zoom/Teams meeting on this matter. After checking calendars, District staff can be available on the dates/times set out below. Unfortunately, due to trial calendars and other commitments, there is not much availability throughout the rest of the year.

Mon. (11/29) 9:30 – 11:00 a.m.
Wed. (12/1) 3:00 – 5:00 p.m.

Please let me know if either date works, and I will block their calendars. Also, will you be providing the Zoom link?

Sincerely, Myra

Myra B. Perschnick
Legal Administrative Assistant
Office: (386) 329-4234
Email: mperschnick@sjrwmd.com

From: Jessica Quiggle
Sent: Wednesday, November 17, 2021 9:23 AM
To: kbooker@bookerandassoc.com
Cc: Craig McCammon <CMcCammon@sjrwmd.com>; randy.hayes@ormondbeach.org
Subject: RE: Conservation Area in City of Ormond within Hunter's Ridge DRI

Good morning Ms. Booker,

Ms. Kealey West is no longer with the District; please feel free to contact me regarding this matter moving forward.

My staff and I are reviewing your request and will get back to you shortly.

Thanks,
Jessica

Jessica Quiggle
Senior Assistant General Counsel
Office of General Counsel
St. Johns River Water Management District
P.O. Box 1429 • Palatka, FL 32178-1429
Office: (386) 329-4107 • Cell: (386) 916-4129
Email: jquiggle@sjrwmd.com
Website: www.sjrwmd.com
Connect with us: [Newsletter](#), [Facebook](#), [Twitter](#), [Instagram](#), [YouTube](#), [Pinterest](#)



www.sjrwmd.com/ePermit

From: Kim Booker <kbooker@bookerandassoc.com>
Sent: Monday, November 8, 2021 6:24 PM
To: KWest@sjrwmd.com; Craig McCammon <CMcCammon@sjrwmd.com>; BHatchitt@sjrwmd.com

Cc: Kimberly Buck <kab@ae-group.com>; Glen Fishman <gfishman@assetrestructuring.com>; Jake Beren <jberen@huntersridgefl.com>; Hayes, Randy <Randy.Hayes@ormondbeach.org>; Finley, Shawn <Shawn.Finley@ormondbeach.org>; Shanahan, Joyce <Joyce.Shanahan@ormondbeach.org>
Subject: Conservation Area in City of Ormond within Hunter's Ridge DRI

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From: [Hayes, Randy](#)
To: [Kim Booker](#); nmckinnon@mckinnonandmckinnonpa.com; [Shanahan, Joyce](#)
Cc: [Finley, Shawn](#); [Spraker, Steven](#); [Kimberly A. Buck](#)
Subject: RE: Meeting to discuss Conservation Area
Date: Thursday, January 6, 2022 2:29:30 PM

Kim – I don't think another meeting is necessary right now. We will be happy to review and provide input regarding the documents you are going to prepare. I'll be happy to arrange another meeting if we need discuss details of the conveyance documents once we receive them. Thanks. Randy

From: Kim Booker <kbooker@bookerandassoc.com>
Sent: Thursday, January 6, 2022 1:57 PM
To: Hayes, Randy <Randy.Hayes@ormondbeach.org>; nmckinnon@mckinnonandmckinnonpa.com; Shanahan, Joyce <Joyce.Shanahan@ormondbeach.org>
Cc: Finley, Shawn <Shawn.Finley@ormondbeach.org>; Spraker, Steven <Steven.Spraker@ormondbeach.org>; Kimberly A. Buck <kim.buck@ae-group.com>
Subject: Meeting to discuss Conservation Area

[External Email-Use Caution] - OB/IT Helpdesk

To all,

We would like to schedule an in-person meeting with the City Manager, City attorney's and staff to discuss the conveyance of the Conservation Area and to resolve any items that need further discussion, so that this is a smooth process with the SJRWMD. Please provide me with several dates as soon as possible so that we may finalize this matter.

Kim C. Booker, Attorney at Law
Booker & Associates, P.A.
1019 Town Center Drive, Suite 201
Orange City, Florida 32763
Telephone (386) 774-6552
Fax (386) 774 -5997

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Mary Murphy

From: Kim Booker
Sent: Thursday, February 3, 2022 2:36 PM
To: Hayes, Randy; Spraker, Steven; Finley, Shawn; Shanahan, Joyce; Glen Fishman; Jacob Beren; Kimberly A. Buck
Subject: status

Randy,

I am working on the documentation for the conveyance of the Conservation Area to the City which will include a Special Warranty Deed subject to the DRI conditions and reservations, a Conservation Park Agreement which addresses the specific Mitigation and permitting items and a Conservation Easement which is required by SJRWMD. However, there are a number of details that need to be discussed regarding the timing of the permitting items, activities to be conducted on the site by the developer, mitigation issues and other activities to be conducted on the site by the City, which will all need to be coordinated with the City and developer so that we make sure both parties are working together to achieve their common and congruent goals. Accordingly, in an effort of cooperation, my client desires to have an in-person meeting with public works and the City Manager to discuss these details and to remake sure we are all in agreement so these matters may be incorporated into the final documents. In the meantime, I am continuing to draft the documents and incorporating the DRI conditions, and as soon as I have completed the drafts, we will forward same. In an effort to promptly address all these matters which require coordination, my client would respectfully request a meeting with all the City Manager and public works.

Kim C. Booker, Attorney at Law
Booker & Associates, P.A.
1019 Town Center Drive, Suite 201
Orange City, Florida 32763
Telephone (386) 774-6552
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Kim Booker

From: Hayes, Randy <Randy.Hayes@ormondbeach.org>
Sent: Friday, February 4, 2022 4:44 PM
To: Kim Booker; Spraker, Steven; Finley, Shawn; Shanahan, Joyce; Glen Fishman; Jake Beren; Kimberly A. Buck
Subject: RE: status

Kim,

Thank you for the status update. We look forward to receiving the documents to review. I think a meeting would be more productive after we've had an opportunity to review the documents. We would like to keep the conveyance simple and without complication, consistent with the restrictions and uses that are prescribed by the Ormond Beach DRI. We view this as a compliance issue under the Ormond Beach DRI. The conveyance should have occurred long ago. It's not a permissive condition, it is mandatory.

Thank you

Randal A. Hayes, Esq.

CITY ATTORNEY
22 South Beach Street
Ormond Beach, FL 32175
(386) 676-3217
Randy.Hayes@ormondbeach.org

From: Kim Booker <kbooker@bookerandassoc.com>
Sent: Thursday, February 3, 2022 2:36 PM
To: Hayes, Randy <Randy.Hayes@ormondbeach.org>; Spraker, Steven <Steven.Spraker@ormondbeach.org>; Finley, Shawn <Shawn.Finley@ormondbeach.org>; Shanahan, Joyce <Joyce.Shanahan@ormondbeach.org>; Glen Fishman <gfishman@assetrestructuring.com>; Jake Beren <jberen@huntersridgefl.com>; Kimberly A. Buck <kim.buck@ae-group.com>
Subject: status

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Mary Murphy

From: Kim Booker
Sent: Thursday, February 24, 2022 6:14 PM
To: Hayes, Randy; nmckinnon@mckinnonandmckinnonpa.com; Shanahan, Joyce; Finley, Shawn
Cc: Glen Fishman; Jacob Beren; Kimberly A. Buck
Subject: proposed special warranty deed for conservation lands
Attachments: Hayes Randy - cover letter to City 022422.pdf; legal description for conservation area Volusia.docx; Hunters Ridge Warranty Deed (Conservation Land) v3- ormond.doc; B-II.17 Notice - 3696-1640 (Volusia) (00374436xAF098).PDF; B-II.17(a) Resolution - 3739-1898 (Volusia) (00374372xAF098).PDF; B-II.17(b) Resolution - 3754-1692 (Volusia) (00374373xAF098).PDF; B-II.17(c) Amend to Order - 5212-2589 (Volusia) (00374376xAF098).PDF

Please see attached for your review. A title commitment will provide the permitted exceptions, which will be provided as soon as possible. I have attached a separate legal description because I am still working on confirmation that this is the latest and correct legal description for the conservation lands. I look forward to hearing from you soon.

Kim C. Booker, Attorney at Law
Booker & Associates, P.A.
1019 Town Center Drive, Suite 201
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BOOKER & ASSOCIATES, P.A.
ATTORNEYS AT LAW

KIM C. BOOKER
khooker@bookerandassoc.com

ANDREW F. LANGENBACH
AndrewL@bookerandassoc.com

1019 TOWN CENTER DRIVE, SUITE 201
ORANGE CITY, FLORIDA 32763
PHONE (386) 774-6582
FAX (386) 774-5997

Sent via Email: randy.hayes@ormondbeach.org

February 24, 2022

Randal A. Hayes, City Attorney
City of Ormond Beach
22 South Beach Street
Ormond Beach, Florida 32174

Re: Hunter's Ridge Development of Regional Impact in Ormond Beach recorded as a Notice of Adoption of Development Order recorded in Official Records Book 3696, Page 1640 as in Official Records Book 3739, Page 1898, Official Records Book 3754, Page 1692 and Official Records Book 5212, Page 2589, Public Records of Volusia County, Florida ("Hunter's Ridge DRI"). Compliance with Developer's Obligation to convey Conservation Lands in Ormond to SJRWMD;

Dear Mr. Hayes:

Please see attached a draft of the proposed Special Warranty Deed conveying to the St. Johns River Water Management District an undivided one half interest in the Conservation Lands (as defined in the Hunter's Ridge DRI and Joint Stipulation). The Developer is required to convey an undivided one half interest in said Conservation Lands to the City subject to the rights retained by the Developer under the DRI which include but are not limited to hunting rights, timber rights, equestrian activities, and mitigation rights. I have attached hereto as draft of the Special Warranty Deed for your review and approval, which is intended to comply with the strict conditions of the DRI. During the past thirty or more years, as the development within the Ormond Beach DRI was substantially built out (all except 50 MF units), the City has never indicated that it wanted to take title to the Conservation Lands. Therefore, individual conservation easements were recorded in conjunction with each development as the mitigation was established under the permits. Furthermore, it is my client's understanding that the Conservation Lands were offered to the City many years ago and the City refuse to take it.

Although my client first approached the City about giving the City the Conservation Lands last year, the City is now asserting that this obligation is a non-compliance issue. Based upon the length of time that the City has failed to assert any claim to the Conservation Lands, the fact that the Developer has previously offered the Conservation Lands to the City and the City rejected it, and the fact that all but 50 MF units are built out in the Ormond DRI, the City's claim of non-compliance seems arbitrary and unsupported by the facts. However, in an effort to act in good faith, my client who purchased the property in April of 2021 is tendering this Special Warranty Deed for your review and approval, for the one-half undivided interest in the Conservation Lands, as required by the DRI. The other undivided fee simple interest will be conveyed to St. Johns River Water Management in strict compliance with the DRI. Please advise me if the City has any comments or changes to the proposed Special Warranty Deed so we may finalize the documents.

I look forward to hearing from you soon.

Sincerely,

Booker & Associates, P.A.

By: 
Kim C. Booker, Attorney at Law

cc: Jessica Quiggle, jquiggle@sjrwmd.com

PARCEL 2 (VOLUSIA COUNTY):

A PORTION OF SECTION 28 AND A PORTION OF SECTION 29, TOWNSHIP 14 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID SECTION 29; THENCE NORTH 88°05'26" EAST ALONG THE NORTH LINE OF AFORESAID SECTION 28, A DISTANCE OF 1415.16 FEET TO THE BEGINNING OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1953.28 FEET AND A CENTRAL ANGLE OF 28°54'28"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 985.50 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH 01°02'04" EAST, A DISTANCE OF 975.08 FEET TO THE END OF SAID CURVE; THENCE SOUTH 66°56'56" WEST A DISTANCE OF 356.03 FEET; THENCE SOUTH 15°48'34" EAST A DISTANCE OF 261.38 FEET TO THE INTERSECTION WITH THE NORTHERLY RIGHT OF WAY OF STATE ROAD 40 (RIGHT OF WAY VARIES, AS SHOWN ON FLORIDA RIGHT OF WAY MAP SECTION NUMBER 79100 SHEET 7, 8 & 9, OF 18, DATED 4-12-01); THENCE SOUTH 66°56'56" WEST ALONG SAID NORTHERLY RIGHT OF WAY, A DISTANCE OF 2589.81 FEET; THENCE CONTINUE ALONG SAID RIGHT OF WAY NORTH 23°03'04" WEST, A DISTANCE OF 146.00 FEET; THENCE SOUTH 66°56'56" WEST, A DISTANCE OF 730.00 FEET; THENCE SOUTH 23°03'04" EAST, A DISTANCE OF 146.00 FEET; THENCE SOUTH 66°56'56" WEST, A DISTANCE OF 1936.84; THENCE NORTH 19°57'27" WEST, A DISTANCE OF 174.69 FEET; THENCE NORTH 70°02'17" EAST, A DISTANCE OF 146.58 FEET; THENCE NORTH 19°57'27" WEST, A DISTANCE OF 25.00 FEET; THENCE SOUTH 70°02'17" WEST, A DISTANCE OF 146.58 FEET; THENCE NORTH 19°57'27" WEST, A DISTANCE OF 30.54 FEET; THENCE SOUTH 66°56'56" WEST, A DISTANCE OF 172.84 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY, NORTH 00°50'15" WEST, A DISTANCE OF 354.96; THENCE SOUTH 89°09'45" WEST, A DISTANCE OF 51.00 FEET; THENCE NORTH 00°50'15" WEST, A DISTANCE OF 2710.20 FEET TO THE NORTH LINE OF AFORESAID SECTION 29; THENCE NORTH 87°38'52" EAST ALONG SAID NORTH LINE, A DISTANCE OF 3998.13 FEET TO THE POINT OF BEGINNING.

Prepared By and Return To:

Kim C. Booker, Attorney at Law
Booker & Associates
1019 Town Center Drive, Suite 201
Orange City, Florida 32763

[Space Above This Line for Recording Data]

SPECIAL WARRANTY DEED

THIS WARRANTY DEED made this ____ day of _____ 2022 between US CAPITAL ALLIANCE, LLC, a Florida limited liability company, whose address is 111 Coleman Blvd, Ste 400, Mount Pleasant, South Carolina 29464 (the "Grantor") and to CITY of ORMOND BEACH, FLORIDA, a municipal corporation and a political subdivision of the State of Florida, whose address is 22 South Beach Street, Ormond Beach, Florida 32174 (hereinafter referred to as "SJRWMD"), as to an undivided one half interest in fee simple (the "City" and "SJRWMD" shall be collectively referred to as "Grantee").

Witnesseth, that said Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantee and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Volusia County, Florida (the "Property"), to-wit:

SEE ATTACHED EXHIBIT "A"

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property; that the Grantor hereby fully warrants the title to said Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, and that the Property is free of all encumbrances, except those Permitted Exceptions shown on Exhibit "B," attached hereto and incorporated herein, provided that this reference shall not serve to reimpose same.

By Acceptance of this Warranty Deed, Grantee hereby acknowledges that the use of the Property described herein shall be subject to the restrictions as are set forth in that certain Joint Stipulation dated December 6, 1990, recorded at Official Records Book 3696, Page 1649, *et. seq.*, Public Records of Volusia County, Florida (hereinafter referred to as the "**Joint Stipulation**") as well as the Hunter's Ridge Development of Regional Impact recorded in that certain Development Order for Hunter's Ridge, A Development Of Regional Impact adopted by Ormond Beach, and incorporated into that certain Notice of Adoption of Development Order

recorded on October 1, 1991, in Official Records Book 3696, Pages 1640 through 1745, inclusive, and in Official Records Book 3739, Page 1898, in Official Records Book 3754, Page 1692 and in Official Records Book 5212, Page 2589, as amended from time to time, all being recorded in Public Records of Volusia County, Florida, (hereinafter collectively referred to as the **"Development Order"**). Grantor/Developer shall retain all rights to use the Property as set forth in the Development Order and Joint Stipulation and shall more specifically reserve and retain all rights as set forth in Paragraph 3.5 of the Special Conditions of the Development Order and all such reservation of rights set forth in the Joint Stipulation. The Grantee further acknowledges the rights of the Florida Audubon Society, a Florida non-profit corporation, to enforce said restrictions as permitted by the Joint Stipulation. Furthermore, this conveyance shall be subject to the restrictions and conditions set forth on the attached Exhibit "C" which are incorporated herein by this reference.

In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed, and delivered
In the presence of:

US CAPITAL ALLIANCE, LLC
a Florida limited liability company

Witnesses:

By: Hunter's Ridge Acquisition and
Development, LLC., a Florida limited
liability company, its Manager

By: Hunter's Ridge Manager, LLC., a
Delaware limited liability company

Print Name: _____

By: _____
Glen Fishman, Manager

Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me ____ in my physical presence or ____ by online notary on this ____ day of _____ 2022, by Glen Fishman, as Manager of Hunter's Ridge Manager, LLC., a Delaware limited liability company, as Manager of Hunter's Ridge Acquisition and Development, LLC, a limited liability company, as Manager of US Capital Alliance, LLC. and who is personally known to me or who has produced _____ as identification.

Print Name: _____
Notary Public, State of _____
Commission No. _____
My Commission Expires: _____

EXHIBIT “A”

EXHIBIT "B"
Permitted Exceptions
[TO BE UPDATED PRIOR TO RECORDING]

EXHIBIT "C"- Restrictive Conditions

A. The Grantor/Developer, US Capital Alliance, LLC., has obtained a Conceptual Permit No 22838-47, as may be amended, extended or modified from time to time, from the St. Johns River Water Management District (the "SJRWMD") and in the future, in conjunction with the development of each particular phase within the Project, the Grantor/Developer, US Capital Alliance, LLC., and/or its successors or assigns in interest ("Grantor/Developer") will submit applications for permits to the SJRWMD, United States Army Corps of Engineers ("ACOE"), Department of Environmental Protection ("DEP") (the "ACOE," "DEP" and collectively, with the SJRWMD, the "Permitting Authorities") for the purpose of allowing for the development of the Project, as such are required and shall obtain all other necessary approvals from the applicable governmental authorities required to dredge and fill wetlands and to perform required mitigation and related site work (collectively, the "Wetland Permits").

B. The Parties agree that any Wetland Permits which may be issued in the future and which impact the Conservation Area Property described on Exhibit "A" herein ("Conservation Area Property"), and shall be in a form reasonably acceptable to the Permitting Authorities, as applicable and the Grantor/Developer and, further, shall be consistent with the Development Order (as defined in the Special Warranty Deed attached hereto) and the Joint Stipulation (as defined in the Special Warranty Deed attached hereto). The Grantor/Developer and the City of Ormond ("City") agree to fully cooperate with respect to the regulatory processes associated with the application, review and issuance of Wetland Permits, or any amendments thereto. In this regard, the City's participation shall include, but will not be limited to, the review, approval (or disapproval with specific reasons for disapproval based upon Development Order or Joint Stipulation), and execution of all applications, petitions and other instruments pertaining to the Wetland Permits in a diligent and timely manner, so as not to cause the Grantor/Developer any unnecessary or unreasonable delays in the approval process. The City acknowledges that its review of the applications for Wetland Permits shall be to assure consistency with the Development Order, the Joint Stipulation, and this Special Warranty Deed Conditions, and it may not deny the Grantor/Developer the use of the Conservation Area Property for mitigation unless the proposed mitigation violates the terms of the Development Order or the Joint Stipulation.

C. Within ten (10) business days of receipt of any permit applications or documents, the City Manager shall provide the Grantor/Developer with his or her approval and consent thereto. In the event the City Manager fails to provide the Grantor/Developer with a response within the ten (10) day business period, the application shall be deemed to be approved, and the City Manager shall be required to execute the application within three (3) business days thereafter. Should the City Manager disapprove of any such applications or documents, then he/she shall promptly provide the Grantor/Developer with detailed notice of its objections and state specific grounds therefor based upon the Development Order or Joint Stipulation. To the fullest extent practical, the City Manager, or his/her designee, shall have the right to attend all meetings, hearings, telephone conferences or other material interactions with the Permitting Authorities regarding the Wetland Permits, and the Grantor/Developer shall endeavor in good faith to provide the City Manager with advance written notice of such meetings, hearings, etc. at least forty-eight (48) hours prior thereto.

D. Once the Wetland Permits are issued by the Permitting Authorities, the Grantor/Developer may request modifications, changes, deviations, alterations, additions, supplements, or substitutions to the Wetland Permits, including modifications to seek additional mitigation credits associated with enhancement projects within the Conservation Area Property, with the prior written consent of the City Manager, which consent shall not be unreasonably withheld, conditioned, or delayed. The Parties agree that the City may also request modifications, changes, deviations, alterations, additions, supplements or substitutions to the Wetland Permits in order to allow for its use of the Conservation Area Property, with the prior written consent of the Grantor/Developer, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that such modifications shall not adversely impact, interfere with, limit or restrict, in any way, the Grantor/Developer's use of the Conservation Area Property for wetland mitigation or otherwise impact the wetland mitigation value granted to the Grantor/Developer by the Wetland Permits or the Development Order or Joint Stipulation. Nothing herein shall limit or restrict the Grantor/Developer's rights under the Development Order, as amended from time to time or the Joint Stipulation. All rights reserved to Grantor contained in the Development Order and the Joint Stipulation shall be reserved herein by this reference and Grantee shall take no action that will adversely impact or limit Grantor's rights retained under the Development Order or Joint Stipulation including not limited to mitigation rights, timber rights, hunting rights, equestrian rights and such other rights retained by Grantor/Developer as set forth in the Development Order and Joint Stipulation. Such reservation of rights set forth in the Development Order and Joint Stipulation retained by the Grantor/Developer upon the conveyance of the Conservation Lands shall be reimposed as if stated in their entirety herein.

E. The Grantor/Developer may be permitted, at its sole cost and expense, to engage in certain environmental enhancement or restoration activities, in addition to those which are set forth in the Conceptual Permit, or which may be required pursuant to the Hydroperiod Restoration Plan or Wetland Permits, in order to increase the amount of mitigation credits which may be generated within the Conservation Area Property (the "Lift Projects"). Any Lift Projects shall be subject to the City Manager's written consent, which shall not be unreasonably withheld, conditioned, or delayed. The Grantor/ Developer shall apply for and complete any Lift Projects on or before January 1, 2032, unless such date is extended by law or approved by City Commission but shall remain responsible for any associated management and monitoring activities required by the Permitting Authorities.

F. The Grantor/Developer shall be entitled to claim future mitigation credits which may be associated with the Wetland Permits and/or the Conservation Easements, the construction of improvements pursuant to the Hydroperiod Restoration Plan, the Lift Projects, or any other additional environmental enhancement activities contemplated by this Agreement, in order to offset any mitigation requirements arising from the construction and development of the Project, providing that such credits are acceptable to the Permitting Authorities (the "Future Mitigation Credits").

G. The Grantor/Developer shall be permitted to engage in soil excavation for a borrow pit/fire pond (the "Borrow Pit") within the east section of the Conservation Area Property, as generally depicted in Exhibit "D" attached hereto. Grantor/ Developer shall be entitled to retain all rights to the fill material retrieved during the construction of the Borrow Pit and any revenues generated therefrom. The Borrow Pit shall not exceed 33 acres in size and shall be constructed in accordance with an earthmoving, haul route, and reclamation site plan (the "Excavation Plan"), which shall be agreed upon by the Grantor/Developer and the City Manager, prior to the initiation of permitting and construction. The Excavation Plan shall include, but not be limited to, parameters for contouring and sloping the Borrow Pit, maintaining suitable buffers from wetland areas, and for integrating the Borrow Pit with the existing pond as depicted in Exhibit "D". The Grantor/Developer shall be responsible for obtaining all associated city, county, state, and federal regulatory permits and approvals on or before February 1, 2024, including, but not limited to, an amendment to any conservation easements, if required. The Grantor/Developer shall complete all excavation and reclamation activities within 5 years after construction of the Borrow Pit is initiated.

H. The Grantor/Developer agrees to indemnify, defend and hold harmless the City from any suits, actions, claims, losses or damage of any nature arising out of any damage to person or property caused by or arising from any act, omission, performance or nonperformance of the Grantor/Developer, its agents, servants, employees, or others under the Grantor/Developer's direction or control; and to pay the City all losses, damages, expenses, costs, and attorney's fees, that the City sustains because of a default by the Grantor/Developer under its permits. Grantee shall also indemnify Grantor/Developer against any and all claims, losses or damages including violations of any permits, conservation easements, Development Order or Joint Stipulation arising out of damage to person or property caused by or arising from any act, omission, performance or nonperformance of the City, its agents, servants, employees, or others under the direction and/or control off the City and to pay the Grantor/Developer for all losses, damages, expenses costs and attorney fees incurred by Grantor/Developer because of a default caused by the City under the Development Order or the Joint Stipulation or any other activities conducted by the City on the Conservation Area Property.

I. Grantor/Developer shall retain a non-exclusive easement for the purpose of ingress, egress and access over, under and through the Conservation Area Property for the purposes of monitoring, maintaining, completing and performing restoration of wetlands or satisfying or performing any other permit requirements, to conduct such activities as may be required by a Management Plan; and to preserve and exercise such rights reserved to Grantor/Developer in the Development Order including but not limited to mitigation rights, hunting rights, equestrian activities and such other activities as are permitted under the Development Order and Joint Stipulation. Further, Grantor/Developer shall retain all non-exclusive access rights for vehicular and pedestrian ingress and egress over, through and across the road known as the 40 Grade running through the Conservation Area Property from State Road 40.

J. Any and all activities conducted by Grantee/City within the Conservation Park Property shall be consistent with the requirements and restrictions set forth in the Development Order and Joint Stipulation and this instrument is not intended to grant any additional rights for the benefit of the public other than as set forth in the Development Order. Grantee shall not conduct any

activities within the Conservation Area Property that would restrict, limit, reduce or interfere in anyway with the rights reserved to the Grantor/Developer under the Development Order and Joint Stipulation including but not limited to the right to use the Conservation Area Property for mitigation credits for development.

K. At the execution and recording of this Special Warranty Deed, Grantee shall pay or assign to the Grantor/Developer Impact Fee Credits for conservation lands as required by the Development Order and Joint Stipulation for the fair market value of the Conservation Area Property.

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VOLUSIA CO., FL

NOTICE OF ADOPTION OF DEVELOPMENT ORDER
PURSUANT TO FLORIDA STATUTES SECTION 380.06(15) (F)

Notice hereby is given, that on May 28, 1991, the State of Florida Land and Water Adjudicatory Commission adopted an Amended Final Order granting the Application for Development Approval for the Hunter's Ridge Development of Regional Impact. A certified copy of the Amended Final Order is attached to this Notice. The legal description of the property covered by the Amended Final Order is set forth in Exhibit "A" to the Amended Final Order. The Amended Final Order constitutes a land development regulation applicable to the property and may be examined in the offices of the City of Ormond Beach Planning Department. Pursuant to Florida Statute, §380.06(15) (F), the recording of this Notice shall not constitute a lien, cloud or encumbrance on the property, or actual or constructive notice of any such lien, cloud or encumbrance.

FILED FOR RECORD
RECORD VERIFIED
124630

CLERK OF THE CIRCUIT
CITY COURT VOLUSIA CO., FL
91 OCT -1 AM 9:08

Witnessed:

FLORIDA-GEORGIA VENTURE GROUP

J. Doyle & Thumblson
Judith Hansen

By:

Thomas L. Durrance
Thomas L. Durrance,
Authorized Representative

Sworn to and subscribed before me
this 26 day of September, 1991.

J. Doyle & Thumblson
Notary Public, State of Florida at Large
My Commission expires:

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: DEC. 19, 1991.

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STATE OF FLORIDA VOLUSIA CO., FL
FLORIDA LAND AND WATER ADJUDICATORY COMMISSION

FLORIDA-GEORGIA VENTURE GROUP,)
)
Petitioner,)
)
vs.)
)
CITY OF ORMOND BEACH)
)
Respondent,)
)
and)
)
EAST CENTRAL FLORIDA REGIONAL)
PLANNING COUNCIL, FLORIDA)
AUDUBON SOCIETY, CITIZENS FOR)
ORMOND BEACH, INC. and THE)
DEPARTMENT OF COMMUNITY AFFAIRS)
)
Intervenors,)
)

CASE NO. 90-3409DRI

NORTHEAST FLORIDA REGIONAL)
PLANNING COUNCIL and THE)
DEPARTMENT OF COMMUNITY AFFAIRS,)
)
Petitioners,)
)
vs.)
)
FLAGLER COUNTY COMMISSION and)
FLORIDA-GEORGIA VENTURE GROUP,)
)
Respondents,)
)
and)
)
FLORIDA AUDUBON SOCIETY and)
ANNIE JOHNSON AND THE FLAGLER)
CITIZENS FOR AFFORDABLE HOUSING,)
)
Intervenors.)
)

CASE NO. 90-3410DRI

AMENDED FINAL ORDER

These consolidated cases came before the Governor and
Cabinet sitting as the Florida Land and Water Adjudicatory

BOOK PAGE

3696 1642

Commission on May 28, 1991 for action to be taken with regard to the Recommended Order rendered on March 21, 1991 by the Division of Administrative Hearings and received by the Commission on March 25, 1991. Exceptions to the Recommended Order were filed by the Department of Community Affairs and by the City of Ormond Beach. By a vote of 7 - 0 the Commission authorized the Secretary of the Commission to enter this final order adopting the Recommended Order as the Final Order of the Commission except to the extent inconsistent with this order as stated below.

ACTION ON THE RECOMMENDED ORDER

The Commission adopts the Recommended Order (attached) except for Findings of Fact 53 and 59 (rejected for the reasons explained in the rulings on the Department's Exceptions, below,) and Findings of Fact 66, 68 and 69 (rejected by the Commission as irrelevant as a matter of law) and except for the changes made to the Recommended Order in the rulings, below, on the City's Exceptions. Attached to and incorporated into the Recommended Order are two stipulations, one between Florida-Georgia Venture Group (the Developer) and Flagler County and the other between the Developer Venture Group and the City of Ormond Beach. These stipulations, in turn, incorporate stipulations between the Developer and Florida Audubon Society and the Developer and the Department. All of these stipulations together with the Recommended Order¹ are incorporated into this Final Order.

¹ Except for Findings of Fact 53, 59, 66, 68 and 69 and the changes to the Recommended Order made in the rulings on exceptions.

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VOLUSIA CO., FL

DCA's EXCEPTIONS

1. The Department of Community Affairs disputes the existence of competent substantial evidence in the record to support Finding of Fact 48 in the Recommended Order. We accept the finding to mean that solid waste is not an issue for this development in Flagler County because development cannot proceed pursuant to the stipulation with the County unless solid waste capacity is available. As the Department points out, however, the evidence showed that solid waste is an issue generally in the County because its landfill is closing. The exception, therefore, is granted in part, (the evidence establishes that solid waste is an issue in Flagler County), and denied in part, (solid waste is not an issue in this proceeding since development may not proceed without the availability of solid waste capacity.)

2. Finding of Fact 53 is rejected as a matter of law since it is not relevant to the issues in the proceeding. The Exception is GRANTED.

3. Finding of Fact 59 is rejected as a matter of law since it is not relevant to the issues in this proceeding. The Exception is GRANTED.

4. Exception 4 seeks to add to this order a portion of the stipulation between the developer and the Department. The exception is unnecessary since the stipulation is incorporated into the Recommended Order and therefore into this order.

5. Exception 5 also seeks to add a portion of the stipulation between the developer and the Department. Just as with Exception 4 the exception is unnecessary since the stipulation is incorporated into the Recommended Order and therefore into this order.

FINDINGS OF FACT REJECTED BY THE COMMISSION

Upon our own independent review of the Recommended Order we reject Findings of Fact 66, 68 and 69. These findings are not relevant to this proceeding in much the same manner as Findings of Fact 53 and 59 and therefore are rejected as a matter of law.

CITY OF ORMOND BEACH'S EXCEPTIONS

1. Exception 1 requests the reference to Florida-Georgia Exhibit 3 on page 4 line 7 of the Recommended Order be changed to Florida-Georgia Exhibit 7. The developer has no objection to this change. See Responses to City of Ormond Beach Exceptions to Recommended Order served May 21, 1991 (Developer's Response) by the Developer. The Exception is therefore GRANTED.

2. The exceptions contained in Section 2 of the City's Exceptions all relate to findings of fact. The developer has no objection to the following changes to the Recommended Order requested by the City. See Developer's Response. Exceptions 2. a., b., c., d., e., g., h., j., are therefore GRANTED as follows:

a. Paragraph 5, page 7, Line 3: "109" residential units is changed to "108".

b. Paragraph 12, Page 8, Line 5: Exhibit 7 is included in the list of cited exhibits.

c. Paragraph 13, Page 8, Line 9: the reference to "130.00" acres of Single Family Residential is changed to "827.61 acres."

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d. Paragraph 13, Pages 8, 9, last sentence: The sentence is changed to read: "The total number of dwelling units permitted in the County is 365 multi-family dwelling units and 388 single-family dwelling units, with 849 single-family dwelling units and 100 multi-family dwelling units subject to substantial deviation." See Exhibit F to the Development Order attached to the Stipulation between the County and the Developer.

e. Paragraph 18, Page 10, Line 2: The reference to Florida-Georgia Exhibit 5 is changed to Florida-Georgia Exhibit 7.

g. Paragraphs 35 through 41, inclusive and Paragraph 43, pages 12/13: The references to "Conditions of Approval" means "Development Orders and Conditions of Approval".

h. Paragraph 56, Page 14 is changed to read: "This project will be within an area which will require a new police patrol zone." *

j. Paragraph 63, Page 15 is changed to read: "The City has adopted the West Ormond Plan to establish a framework for the provision of utilities in the area encompassed by the Plan, which area includes Hunter's Ridge."

Exceptions 2. f., i., k., l., m., n., are DENIED. The City does not carry its burden of showing a lack of competent substantial evidence to support these exceptions to findings of fact in the Recommended Order.

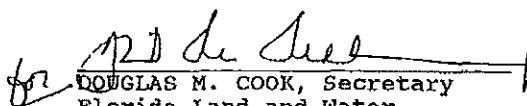
3. and 4. These two sections of the City's Exceptions take issue with Conclusions of Law of the Recommended Order. We do not disagree with the Hearing Officer's conclusions. The Exceptions contained in 3 and 4 are therefore DENIED.

WHEREFORE, pursuant to Section 380.07, Florida Statutes, the Development Order entitled "DECISION AND ORDER GRANTING THE APPLICATION FOR DEVELOPMENT APPROVAL FOR THE HUNTER'S RIDGE

DEVELOPMENT OF REGIONAL IMPACT, SUBJECT TO CERTAIN CONDITIONS"
attached to the Joint Stipulation of Florida-Georgia Venture
Group and Flagler County recommended for adoption in the
Recommended Order is ADOPTED and the Development Order entitled
"DECISION AND ORDER GRANTING THE APPLICATION FOR DEVELOPMENT
APPROVAL FOR THE HUNTER'S RIDGE DEVELOPMENT OF REGIONAL IMPACT,
SUBJECT TO CERTAIN CONDITIONS" attached to the Joint Stipulation
of Florida-Georgia Venture Group and the City of Ormond Beach
recommended for adoption in the Recommended Order is ADOPTED.

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DONE and ORDERED this 28th day of MAY, 1991.


DOUGLAS M. COOK, Secretary
Florida Land and Water
Adjudicatory Commission
Office of the Governor
The Capitol
Tallahassee, Florida 32399
(904) 488-7734

FILED with the Clerk of the Florida Land and Water Adjudicatory Commission
this 30th day of May 1991.


KELLY A. TUCKER
Florida Land and Water
Adjudicatory Commission

Any party to this order has the right to seek judicial review of the order pursuant to section 120.68, Florida Statutes, by the filing of a Notice of Appeal pursuant to Rule 9.110, Florida Rules of Appellate Procedure, with the Clerk of the Commission, Office of Planning and Budgeting, Executive Office of the Governor, Room 412 Carlton Building, 501 South Gadsden Street, Tallahassee, Florida 32399-0001; and by filing a copy of the Notice of Appeal, accompanied with the applicable filing fees, with the appropriate District Court of Appeal. Notice of Appeal must be filed within 30 days of the day this order is filed with the Clerk of the Commission.

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for Inesa B. Linker
DOUGLAS M. COOK, Secretary
Florida Land and Water
Adjudicatory Commission

I HEREBY CERTIFY that this is a true and correct copy.

Patricia P. McCray
Clerk, Florida Land and Water
Adjudicatory Commission

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VOLUSIA CO., FL

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was delivered to the following parties by U.S. Mail this 20th day of May 1991.

for Jessie B. Baker
DOUGLAS M. COOK, Secretary
Florida Land and Water
Adjudicatory Commission

J. Doyle Tumbleson, Esquire
Kinsey Vincent Pyle Professional
Association
150 South Palmetto Avenue, Box A
Daytona Beach, Florida 32114

Gerald Livingston, Esquire
Post Office Box 2151
Orlando, Florida 32801

David Russ, Esquire
Department of Community Affairs
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Tallahassee, Florida 32399-2100

Noah McKinnon, Esquire
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Ormond Beach, Florida 32075

Jonathan Hewett, Esquire
Central Florida Legal
Services, Inc.
216 South Sixth Street
Palatka, Florida 32177

Linda Loomis Shelley, Esquire
Dixon, Blanton & Shelley
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Tallahassee, Florida 32303

Fred Disselkoen, Jr., Esquire
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Post Office Box 277
Ormond Beach, Florida 32175-0277

Timothy Keyser, Esquire
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Interlachen, Florida 32148

Charles Lee, Sr. Vice President
Florida Audubon Society
1011 Audubon Way
Maitland, Florida 32751

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VOLUSIA CO., FL

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DIVISION OF
ADMINISTRATIVE
HEARINGS

STATE OF FLORIDA
DIVISION OF ADMINISTRATIVE HEARINGS

FLORIDA-GEORGIA VENTURE GROUP,

Petitioner,

vs.

CITY OF ORMOND BEACH,

CASE NO. 90-3409DRI

Respondent,

and

EAST CENTRAL FLORIDA REGIONAL
PLANNING COUNCIL, et al.,

Intervenors.

NORTHEAST FLORIDA REGIONAL
PLANNING COUNCIL, et al

Petitioners,

vs.

FLAGLER COUNTY COMMISSION, et al.,

CASE NO. 90-3410DRI

Respondents,

and

FLORIDA AUDUBON SOCIETY, et al.,

Intervenors.

JOINT STIPULATION
OF

FLORIDA-GEORGIA VENTURE GROUP and the CITY OF ORMOND BEACH

The FLORIDA-GEORGIA VENTURE GROUP (Fla-Ga) and the CITY OF ORMOND BEACH hereby stipulate that if the hearing officer in this proceeding rules in favor of Fla-Ga, the attached,

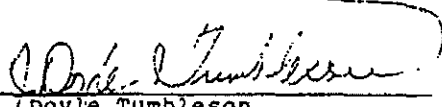
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proposed Decision and Order Granting the Application for Development Approval for the Hunter's Ridge Development of Regional Impact, Subject to Certain Conditions, is appropriate for the Hunter's Ridge DRI as submitted by Fla-Ga at the administrative hearing in this matter, is consistent with the Ormond Beach Comprehensive Plan and all Ormond Beach land development regulations, and is in compliance with the provisions of Chapter 380, Florida Statutes, and with all conditions precedent to the granting of development approval required by Chapter 380, Florida Statutes.

By executing this Joint Stipulation, the City shall not be deemed as having waived any right to recommend denial of the project as a whole, or to take exception to any recommended order which may be submitted to FLWAC.

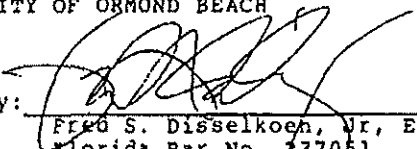
KINSEY VINCENT PYLE, PA

BY:


J. Doyle Tumbleson
Florida Bar No. 0129876
150 S. Palmetto Ave., Box A
Daytona Beach, Fl. 32114
(904) 252-1561
Attorneys for Petitioner,
Florida-Georgia Venture Group

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VOLUSIA CO., FL

CITY OF ORMOND BEACH

By: 

Fred S. Disselkoen, Jr., Esq.
Florida Bar No. 237051
298 North Nova Road
P.O. Box 277
Ormond Beach, Fl. 32175-0277
(904) 676-3217
Attorney for City of Ormond
Beach

CERTIFICATE OF SERVICE

I HEREBY CERTIFY—that a true and correct copy of the foregoing has been furnished to the parties listed on the attached Service List, by U.S. mail this 14 day of December, 1990.


J. Doyle Tumbleson, Esquire

LIT/158

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SERVICE LIST

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Tallahassee, Florida 32399

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Palatka, Florida 32117

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DIVISION OF
ADJUDICATIVE
HEARINGS

STATE OF FLORIDA
LAND AND WATER ADJUDICATORY COMMISSION

IN RE: RESOLUTION 90-20 ISSUED BY
THE CITY OF ORMOND BEACH, FLORIDA,
DENYING A DEVELOPMENT OF REGIONAL
IMPACT KNOWN AS HUNTER'S RIDGE

CASE NO. APP-90-012
(DOAH CASE NO. 90-3409 DRI)

DECISION AND ORDER GRANTING THE APPLICATION
FOR DEVELOPMENT APPROVAL FOR THE HUNTER'S
RIDGE DEVELOPMENT OF REGIONAL IMPACT,
SUBJECT TO CERTAIN CONDITIONS

WHEREAS, on January 26, 1988, a preapplication conference was held regarding a Development of Regional Impact (DRI) and was attended by representatives of Florida-Georgia Venture Group (Applicant) and representatives of East Central Florida Regional Planning Council; Department of Environmental Regulation (DER); St. John's River Water Management District (SJRWMD); Florida Game and Fresh Water Fish Commission (FGFWFC); Flagler County, Florida (County); and the City of Ormond Beach, Florida (City); and,

WHEREAS, the project lies within the jurisdiction of two regional planning councils (Northeast Florida Regional Planning Council and East Central Florida Regional Planning Council) and has undergone concurrent review (Note: Unless indicated otherwise, the designation "RPC" is intended to refer to East Central Florida Regional Planning Council); and

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WHEREAS, on October 18, 1988, Applicant submitted to the City and the RPCs an Application for Development Approval (ADA) for a DRI known as "Hunter's Ridge", in accordance with Section 380.06, Florida Statutes; and

WHEREAS, on January 17, 1989 and March 16, 1989, Applicant responded to sufficiency requests from the RPCs for additional information by filing sufficiency responses which supplement the DRI/ADA; (Note: At the Administrative Hearing conducted by the Division of Administrative Hearings, the applicant amended the DRI/ADA to reduce the size of the project and to reallocate land uses, densities, and other components of the project. All exhibits to this Order have been modified to reflect the revised project. Except with respect to matters occurring prior to the Administrative Hearing conducted in this matter by DOAH, the designation "DRI/ADA" is intended to refer to the revised project and related exhibits and documents.); and

WHEREAS, Hunter's Ridge, as proposed in the DRI/ADA, is a planned unit development located on approximately 1,237 acres in the City of Ormond Beach, of which 327 acres will be preserved as a conservation area. The portion of the property to be developed is approximately 910 acres, consisting of 982 residential units, of which 109 residential units were approved by the Florida Department of Community Affairs (DCA) under a Preliminary Development Agreement (PDA), and commercial, recreational, and other uses; and

WHEREAS, the DRI/ADA also constitutes Applicant's application for planned unit development approval; and

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WHEREAS, pursuant to Sections 380.031 and 380.06, Florida Statutes, the City Commission of the City of Ormond Beach, Florida, (City), as the local government having jurisdiction, is authorized and required by law to consider the Hunter's Ridge DRI/ADA; and

WHEREAS, the East Central Florida Regional Planning Council did hold a public hearing on June 21, 1989, and did adopt the DRI/ADA subject to a series of conditions which have been received and reviewed by the City; and

WHEREAS, the City received and reviewed the comments and recommendations of its staff, which recommended approval of the DRI/ADA subject to the conditions adopted by the RPC as amended; and,

WHEREAS, pursuant to Section 380.06, Florida Statutes, notice of a public hearing on the DRI/ADA was published on June 15, 1989, in the Daytona Beach News Journal and was provided to the DCA, the RPC and other persons designated by DCA rules; and

WHEREAS, the City held a public hearing on August 15, 1989, which was continued to September 5, 1989, to September 19, 1989, to October 3, 1989, to October 17, 1989, and to January 30, 1990, on the Development Order and Agreement for the DRI/ADA at which all parties were afforded the opportunity to present evidence and argument on all issues, and any member of the general public requesting to do so was given an opportunity to present written or oral information; and

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WHEREAS, The DRI/ADA and the conditions of approval are consistent with all elements of the transmittal draft of the Comprehensive Plan of the City of Ormond Beach as adopted by Resolution 89-257 on December 13, 1989, and with the existing Comprehensive Plan now in effect; and

WHEREAS, the City at its public hearings fully considered the DRI/ADA, the conditions of approval, the City of Ormond Beach Comprehensive Plan, the report of the RPC, the City staff recommendations and the evidence of record presented at the public hearings, and was otherwise fully advised in the premises; and

WHEREAS, on January 30, 1990, the City adopted Resolution 90-20 denying the DRI/ADA for the portion of the Hunter's Ridge Development of Regional Impact located within the City; and

WHEREAS, the Applicant, pursuant to Section 380.07, Florida Statutes and Rules 42-2.002 through 42-2.011, Florida Administrative Code, timely filed a Notice of Appeal and Petition for Administrative Hearing with the State of Florida Land and Water Adjudicatory Commission (the "Commission"), whereby the applicant appealed the denial of approval by the City; and

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WHEREAS, this cause came before the Commission on May 22, 1990, for consideration of the appeal and the Petition for Administrative Hearing, and the Commission ordered that this matter be forwarded to the Division of Administrative Hearing for assignment of a hearing officer and further proceedings; and

WHEREAS, the Department of Administrative Hearings has concluded its proceedings in this matter and transmitted a recommended order to the Commission.

I. NOW, THEREFORE, THE COMMISSION MAKES THE FOLLOWING FINDINGS OF FACT:

1. The Applicant is Florida-Georgia Venture Group, 402 Clifton Avenue, Holly Hill, Florida 32117, and its authorized agent is Thomas L. Durrance, Managing Partner, 402 Clifton Avenue, Holly Hill, Florida 32117, (904) [REDACTED] Applicant may designate a substitute authorized agent by delivering written notice of the substitution to the City.

2. The legal description of the property comprising the proposed Hunter's Ridge DRI is contained in the attached Exhibit A.

3. When developed in accordance with the conditions imposed by this development order, the Hunter's Ridge DRI:

a. will not have a significant negative impact on the environment and natural and historical resources of the region;

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b. will have a favorable economic impact on the economy of the region by providing new employment and businesses for the residents of the region;

c. will efficiently use water, sewer, solid waste disposal, public school facilities, and other necessary public facilities;

d. will efficiently use public transportation facilities;

e. will favorably affect the ability of people to find adequate housing, reasonably accessible to their places of employment; and

f. will not create an unreasonable additional demand for, or additional use of, energy and complies with other criteria for determining state and regional impacts as the RPC and DCA have deemed appropriate.

4. The proposed Hunter's Ridge DRI is not located in an area of critical state concern designated pursuant to the provisions of Section 380.05, Florida Statutes.

II. THE COMMISSION ADOPTS THE FOLLOWING CONCLUSIONS OF LAW:

1. The proceedings herein have been conducted in compliance with the provisions of Chapter 380, Florida Statutes, and all conditions precedent to the granting of development approval required by Chapter 380, Florida Statutes, have occurred.

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2. The proposed development does not interfere with the achievement of the objectives of any adopted state land development plan applicable to the area. ~~XXXXXXXXXXXXXXXX~~
~~XXXXXXXXXXXX~~

3. The proposed Hunter's Ridge DRI and planned unit development, when developed subject to the conditions imposed by this development order, will be consistent with the City of Ormond Beach Comprehensive Plan and with local land development regulations.

4. The proposed development is in all material respects consistent with the report and recommendations of the RPC submitted pursuant to Section 380.06 (12), Florida Statutes, which have been incorporated in this development order. All modifications or additions to the report and recommendations of the RPC deal with issues of local concern and not of regional concern and will reduce anticipated adverse local or regional impacts of the project.

5. The proposed development is in all material respects consistent with all elements of the Comprehensive Plan of the City of Ormond Beach.

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III. BASED UPON THE FOREGOING THE COMMISSION HEREBY ORDERS
AS FOLLOWS:

1. The DRI/ADA and planned unit development for the Hunter's Ridge DRI hereby are approved subject to the special conditions of development contained in the attached Exhibit B.

2. This development order, together with all exhibits hereto, constitutes the development order pursuant to Section 380.06, Florida Statutes, for the Hunter's Ridge DRI. The DRI/ADA and sufficiency responses filed by the Applicant are incorporated herein by reference, and the proposed development shall be carried out substantially in conformance with the DRI/ADA, except to the extent that the DRI/ADA and the sufficiency responses are inconsistent with the other terms and conditions of this development order. The ADA and sufficiency responses are amended by any inconsistent terms of this development order.

3. The development of the Hunter's Ridge Development of Regional Impact hereby is authorized and approved consistent with this order and the attached exhibits, and subject to the conditions set forth herein and in the attached exhibits.

4. The City Planning Director is designated as the local official responsible for receiving and monitoring the annual reports. The procedures for review of Planned Unit Developments under the City's land development regulations, including R-S Zoning District classification and the Subdivision Regulations, Flood Damage Control, Wetland

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Protection, and Tree Protection and Landscaping Ordinances shall be followed to facilitate compliance and monitoring by the City Planning Director. The provisions of Section 380.06(17), Florida Statutes, shall apply to this development order.

5. This development order shall take effect upon adoption and shall remain in effect for the duration of the development as described in the DRI/ADA and as provided in paragraph III.8. below. The effective date of this development order may be extended by the City upon a showing by the Applicant of excusable delay. In no event shall the effective date of the development order be extended by five or more years, except as provided by Section 380.06(19)(C), Florida Statutes.

6. Pursuant to Section 380.06(18), Florida Statutes, and Rule 9J-2.025, Florida Administrative Code, as amended from time to time, Applicant shall provide an annual monitoring report relating to its activities to the City Planning Director, the RPC, and the DCA on July 1 of each year during the term of this development order, commencing on July 1, 1992. The annual report shall contain all information required by the applicable statutes and regulations, but at a minimum, the following information:

a. A description of any proposed changes to be made in the proposed plan of development, phasing, or in the representations contained in the ADA since the DRI received approval, and any actions (substantial deviation or

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non-substantial deviation determinations) taken by local government to address these proposed changes.

b. A summary comparison of development activity proposed and actually conducted during the preceding calendar year, and projected for the ensuing calendar year, to include: site improvements; dwelling units constructed; gross floor area constructed by land use type; location; and phases with appropriate maps.

c. An identification by location, size, and buyer of any undeveloped tracts of land in the development that have been sold to a separate entity or developers (other than individual single family lots), with map(s) which show the parcel(s) or sub-parcel(s) involved.

d. A description of any lands purchased, leased or optioned by the Applicant adjacent to the original DRI site subsequent to issuance of the development order. Such land, its size, and intended use shall be identified on a site plan and map.

e. An assessment of the Applicant's and the City's compliance with conditions of approval contained in the development order and the commitments which are contained in the ADA and which have been identified by the City, the RPC, or the DCA as being significant.

f. Any known incremental DRI applications for development approval or requests for a substantial deviation determination that were filed in the reporting year and to be filed during the next year.

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g. An indication of a change, if any, in local government jurisdiction for any portion of the development since the development order was issued.

h. A copy of any recorded notice of the adoption of a development order or the subsequent modification of an adopted development order that was recorded by the Applicant pursuant to subsection 380.06(15)(f)1, Florida Statutes.

i. A listing of any significant local, state, and federal permits which have been obtained, applied for, or denied, during this reporting period, and specifying the agency, type of permit, parcel, location(s), and activity for each.

j. A description of any moratorium on development imposed by a regulatory agency specifying the type of moratorium, duration, cause, and remedy.

k. A synopsis of the operating parameters of the potable water, wastewater, and solid waste facilities serving the development area for the preceding year. A copy of any site or quality/quantity analysis performed by the regulatory agencies shall be included where available, along with any violation notices or enforcement action.

l. A listing as required by the RPC of the deed restrictions and/or covenants that were in place for the preceding year.

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m. A description of specific construction plans, design criteria, and planting and maintenance programs for the stormwater treatment system prepared and submitted at the time of permitting review.

n. A description of any changes to the previously reported stormwater plans, design criteria, or planting and maintenance programs.

o. Copies of all regulatory permits issued for work within wetlands.

p. Copies of monitoring reports completed during the previous year on the created wetlands and stormwater/wetland systems.

q. Traffic reports shall be submitted to the Florida Department of Transportation (FDOT) District Office in Deland, as well as to the City of Ormond Beach, Volusia County, the RPC, and to DCA. The first traffic report shall be due at the time of the first annual report, and shall be provided annually until project buildout, unless more frequently specified by the RPC, the City, or the County. The timing of recommended traffic improvements will be based on the information contained in traffic monitoring reports. The following information shall be included:

(1) A description of current development by land use, type, location, and amount of commercial and light industrial square footage, along with the proposed construction schedule for the ensuing 12 month period, and appropriate maps.

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(2) A description of new and/or improved roadways, traffic control devices or other transportation facility improvements to be constructed or provided by the Applicant or specified governmental entities to adequately accommodate the total existing and anticipated traffic demands.

r. A table showing the acreage of the Florida Land Use and Cover Classification System (FLUCCS) categories impacted, preserved, or reserved by the development as of the date of the report.

s. A synopsis of the irrigation systems that have been implemented within the project during the period for which the report is filed, with a chart showing the types of irrigation systems, areas (acreage) served, parties responsible for maintenance, and estimated gallons per year used by water source.

t. A statement certifying that the RPC, the DCA, the City, and all affected agencies have been sent copies of the annual report in conformance with Subsections 380.06(15) and (18), Florida Statutes.

7. Definitions contained in Chapter 380, Florida Statutes, shall control in the construction of this development order. It is understood that any reference herein to any governmental agency shall be construed to mean any future instrumentality which may be created and designated as successor in interest to, or which otherwise possesses any of

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the powers and duties of any referenced governmental agency in existence on the effective date of this Development Order. If the City is a party in any judicial or administrative proceeding to enforce this development order, the Applicant or its successor shall pay the City, if the City prevails, its reasonable attorney's fees and costs of such action. The City shall assist the Applicant in recovering its or the City's attorneys fees and costs from other parties when such fees and costs are authorized by law or contract. The venue for enforcement of this Development Order shall be the Circuit Court of Volusia City, Florida.

8. The Applicant shall commence physical development of the DRI within 5 years from the date of recordation of notice of this development order, and shall complete such development within 20 years thereafter, unless extended by the City. The development order shall terminate as of such completion of development. The commencement and completion dates shall be tolled during any period that the Applicant is prevented from commencing or performing physical development due to state or federal license requirements, moratoria, or judicial or administrative delays beyond the control of the Applicant. Any such tolling shall be subject to Section 380.06(19)(c), Florida Statutes.

9. Unless otherwise stated, the Applicant is responsible for the ongoing maintenance of capital facilities or systems

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described in the special conditions of this development order, and will remain so after the order terminates. However, the Applicant may transfer such responsibilities to City-approved private or governmental entities which assume such responsibilities, provided any such private entity presents reasonably sufficient indicia of solvency and permanence to qualify for this purpose.

10. The Applicant will be responsible for the costs of implementing this Development Order.

11. The ADA, the Hunter's Ridge sufficiency responses and the additional information submitted in writing to the RPC and the City by the Applicant during the review period between October, 1988, and March 16, 1989, are hereby made part of this development order.

12. Copies of all permit applications associated with the Hunter's Ridge DRI shall be submitted to the RPC, for informational purposes, simultaneously with submittal to the appropriate agencies.

13. In the event that any portion or section of this development order is determined to be invalid by a court of competent jurisdiction, the remaining portions or sections of this development order shall remain in full force and effect, if the remaining portions are consistent with the City of Ormond Beach Comprehensive Plan and Development regulations and the requirements of State regulatory agencies.

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14. During its term, this development order constitutes a land development regulation applicable to the property described in Exhibit A and shall run with the land. The term "Applicant" shall include Florida-Georgia Venture Group and its successors-in-interest who perform development activity on the property.

15. Any proposed change to the development approved by this development order which creates a reasonable likelihood of additional regional impact, or any type of regional impact created by the change not previously reviewed by the RPC, shall constitute a substantial deviation and shall cause the development to be subject to further development of regional impact review pursuant to Chapter 380, Florida Statutes.

16. Notice of the adoption of this development order resolution, with a certified copy of this resolution, shall be recorded by the Applicant in accordance with Section 380.06(15)(f), Florida Statutes. The notice of adoption of this development order shall include a legal description of the property covered by this development order, shall state the unit of government which adopted the development order, the date of adoption, the date of adoption of any amendments to the development order, the location where the adopted order with any modifications may be examined, and that the development order constitutes a land development regulation applicable to the property. The recording of this notice shall ^{not} constitute a

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lien, cloud, or encumbrance on real property, or actual or constructive notice of any such lien, cloud, or encumbrance.

17. Local ordinances cited in this development order are incorporated herein by reference.

18. Unless otherwise specified herein, the codes, ordinances, statutes and rules cited in and relied upon in this development order shall be those in effect on the effective date of this development order. Applicant has elected to be bound by the rules adopted pursuant to Chapters 407 and 373, Florida Statutes, in effect at the date of the development order, in accordance with Section 380.06(5)(c), Florida Statutes.

19. Notices required by this development order between the Applicant and the City shall be by certified mail, return receipt requested, and shall be effective upon receipt.

20. The Commission shall transmit a certified copy of this development order by certified mail to the City, the DCA, the RPC, and the Applicant.

DONE AND ORDERED this _____ day of _____, 1990.

Paul R. Bradshaw, Secretary
FLORIDA LAND AND WATER ADJUDICATORY
COMMISSION

RE:433

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HUNTER'S RIDGE
PORTION IN ORMOND BEACH, FLORIDA

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A PORTION OF SECTIONS 27, 28 AND 29, TOWNSHIP 14 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: FROM THE NORTHEAST CORNER OF SAID SECTION 27, RUN ON AN ASSUMED BEARING OF SOUTH 87 DEGREES 43 MINUTES 21 SECONDS WEST ALONG THE NORTH LINE OF SAID SECTION 27, BEING THE BEARING BASIS OF THIS DESCRIPTION, A DISTANCE OF 2633.52 FEET TO THE NORTH 1/4 CORNER OF SAID SECTION 27; THENCE SOUTH 88 DEGREES 20 MINUTES 11 SECONDS WEST ALONG THE NORTH LINE OF SAID SECTION 27 A DISTANCE OF 2658.27 FEET TO THE NORTHWEST CORNER OF SAID SECTION 27; THENCE SOUTH 87 DEGREES 27 MINUTES 06 SECONDS WEST ALONG THE NORTH LINE OF SAID SECTION 28 A DISTANCE OF 2645.11 FEET TO THE NORTH 1/4 CORNER OF SAID SECTION 28; THENCE SOUTH 87 DEGREES 26 MINUTES 15 SECONDS WEST ALONG THE NORTH LINE OF SAID SECTION 28 A DISTANCE OF 1230.47 FEET TO A POINT ON A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1953.34 FEET, A CENTRAL ANGLE OF 29 DEGREES 13 MINUTES 52 SECONDS, AND A CHORD BEARING OF SOUTH 01 DEGREES 50 MINUTES 20 SECONDS EAST; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 996.55 FEET; THENCE SOUTH 16 DEGREES 27 MINUTES 16 SECONDS EAST A DISTANCE OF 250.43 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF S.R. 40, A 200 FOOT RIGHT-OF-WAY; THENCE ALONG SAID RIGHT-OF-WAY LINE, RUN NORTH 66 DEGREES 18 MINUTES 14 SECONDS EAST A DISTANCE OF 608.85 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1978.08 FEET AND A CENTRAL ANGLE OF 64 DEGREES 41 MINUTES 53 SECONDS; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 2233.64 FEET; THENCE SOUTH 48 DEGREES 59 MINUTES 52 SECONDS EAST A DISTANCE OF 2292.89 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 1842.08 FEET, A CENTRAL ANGLE OF 21 DEGREES 32 MINUTES 09 SECONDS AND A CHORD BEARING OF SOUTH 59 DEGREES 45 MINUTES 57 SECONDS EAST; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 692.38 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, RUN NORTH 64 DEGREES 58 MINUTES 45 SECONDS EAST ALONG THE NORTHERLY EDGE OF OLD TOMOKA ROAD A DISTANCE OF 454.89 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 425.00 FEET AND A CENTRAL ANGLE OF 26 DEGREES 37 MINUTES 35 SECONDS; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE AND THE NORTHERLY EDGE OF OLD TOMOKA ROAD A DISTANCE OF 197.51 FEET; THENCE ALONG THE NORTHERLY EDGE OF SAID OLD TOMOKA ROAD, RUN SOUTH 88 DEGREES 23 MINUTES 39 SECONDS EAST A DISTANCE OF 1894.05 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 2531.58 FEET, A CENTRAL ANGLE OF 07 DEGREES 57 MINUTES 50 SECONDS, AND A CHORD BEARING OF SOUTH 84 DEGREES 24 MINUTES 44 SECONDS EAST; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 351.88 FEET TO THE WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 27; THENCE NORTH 01 DEGREES 23 MINUTES 08 SECONDS WEST ALONG SAID WEST LINE A DISTANCE OF 667.34 FEET; THENCE NORTH 88 DEGREES 11 MINUTES 00 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 27 A DISTANCE OF 1322.59 FEET TO THE EAST 1/4 CORNER OF SAID SECTION 27; THENCE NORTH 01 DEGREE 31 MINUTES 25 SECONDS WEST ALONG THE EAST LINE OF SAID SECTION 27 A DISTANCE OF 2651.68 FEET TO THE POINT OF BEGINNING.

VALID WITH
SIGNATURE &
EMBOSSSED SEAL
ONLY

EXHIBIT "A"

TOGETHER WITH A PORTION OF SECTION 23, TOWNSHIP 14 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS; FROM THE NORTHEAST CORNER OF SAID SECTION 27 RUN NORTH 01 DEGREES 47 MINUTES 18 SECONDS WEST ALONG THE WEST LINE OF SAID SECTION 23 A DISTANCE OF 1706.59 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID LINE, RUN NORTH 87 DEGREES 28 MINUTES 40 SECONDS EAST, PARALLEL WITH THE SOUTH LINE OF SAID SECTION 23 A DISTANCE OF 4319.06 FEET; THENCE NORTH 01 DEGREES 53 MINUTES 26 SECONDS WEST A DISTANCE OF 900.47 FEET; THENCE NORTH 87 DEGREES 41 MINUTES 20 SECONDS EAST A DISTANCE OF 969.34 FEET TO THE EAST LINE OF SAID SECTION 23; THENCE NORTH 01 DEGREE 53 MINUTES 26 SECONDS WEST ALONG THE EAST LINE OF SAID SECTION 23 A DISTANCE OF 30.00 FEET TO THE EAST 1/4 CORNER OF SAID SECTION 23; THENCE NORTH 01 DEGREE 56 MINUTES 28 SECONDS WEST ALONG THE EAST LINE OF SAID SECTION 23 A DISTANCE OF 119.25 FEET; THENCE DEPARTING SAID LINE, RUN SOUTH 88 DEGREES 19 MINUTES 45 SECONDS WEST A DISTANCE OF 157.43 FEET; THENCE NORTH 01 DEGREE 56 MINUTES 28 SECONDS WEST A DISTANCE OF 2515.40 FEET TO THE NORTH LINE OF SAID SECTION 23; THENCE SOUTH 87 DEGREES 52 MINUTES 19 SECONDS WEST ALONG THE NORTH LINE OF SAID SECTION 23 A DISTANCE OF 2482.04 FEET TO THE NORTH 1/4 CORNER OF SAID SECTION 23; THENCE SOUTH 87 DEGREES 52 MINUTES 21 SECONDS WEST ALONG THE NORTH LINE OF SAID SECTION 23 A DISTANCE OF 2639.94 FEET TO THE NORTHWEST CORNER OF SAID SECTION 23; THENCE SOUTH 01 DEGREE 47 MINUTES 18 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION 23 A DISTANCE OF 2652.93 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 23; THENCE SOUTH 01 DEGREE 47 MINUTES 18 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION 23 A DISTANCE OF 946.33 FEET TO THE POINT OF BEGINNING.

CONTAINING 890.0 ACRES.

TOGETHER WITH THE PROPOSED ELEMENTARY SCHOOL SITE IN SECTION 23, TOWNSHIP 14 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: FROM THE EAST 1/4 CORNER OF SAID SECTION 23 RUN SOUTH 01 DEGREE 53 MINUTES 26 SECONDS EAST ALONG THE EAST LINE OF SAID SECTION 23 A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 01 DEGREE 53 MINUTES 26 SECONDS EAST ALONG SAID EAST LINE A DISTANCE OF 896.90 FEET; DEPARTING SAID EAST LINE, RUN SOUTH 87 DEGREES 28 MINUTES 40 SECONDS WEST, PARALLEL WITH THE SOUTH LINE OF SAID SECTION 23, A DISTANCE OF 969.37 FEET; THENCE NORTH 01 DEGREE 53 MINUTES 26 SECONDS WEST, PARALLEL WITH THE EAST LINE OF SAID SECTION 23 A DISTANCE OF 900.47 FEET; THENCE NORTH 87 DEGREES 41 MINUTES 20 SECONDS EAST A DISTANCE OF 969.34 FEET TO THE POINT OF BEGINNING.

CONTAINING 20.0 ACRES.

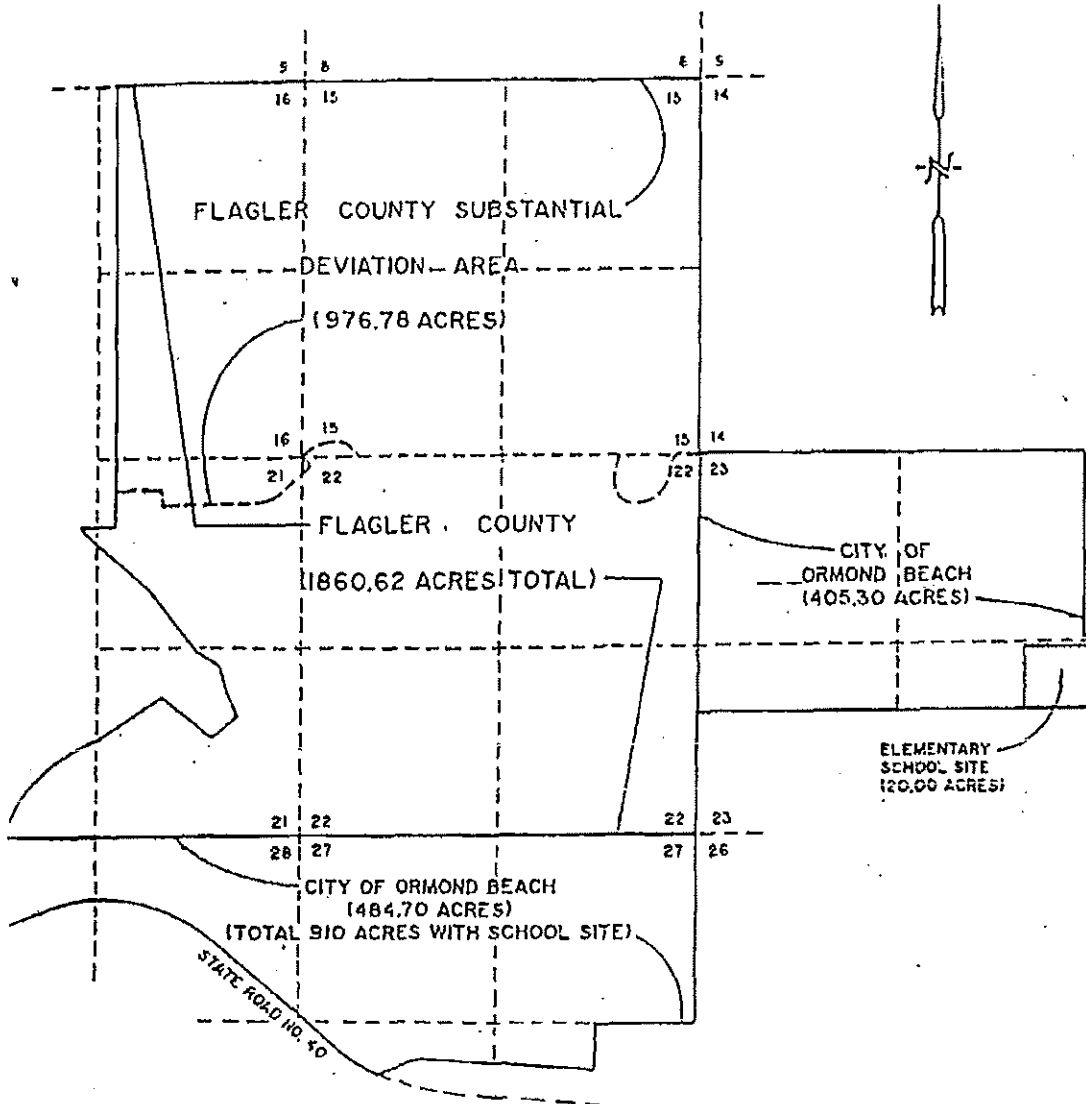
PREPARED BY SLIGER AND ASSOCIATES, INC. (90-3985).

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LOCATION SKETCH ONLY
NOT A BOUNDARY SURVEY

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SPECIAL CONDITIONS

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NOTE: Citations to the RPC list of Applicant commitments
will appear after each topic heading.

Exhibit "B"

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SPECIAL CONDITIONS

1.0 AIR QUALITY (RPC # 42, 43, 44, 45)

GOAL: To maintain a standard of high air quality.

The Applicant shall conduct construction activities in a manner which will reasonably protect the air quality on the project site. Additionally, the following air quality standards shall apply during buildout of the project:

1.1 Air modeling shall be accomplished using guidelines for indirect sources adopted by the FDER or, if none are adopted, using a methodology to be agreed upon by the City of Ormond Beach, Flagler County, Volusia County, the FDER, and the East Central Florida Regional Planning Council.

1.2 If the air modeling specified above results in any predictions of one hour or eight hour carbon monoxide (CO) concentrations at or above the Federal and State Standards, then ambient air monitoring for CO will be conducted at an appropriate location(s) to be determined by the City of Ormond Beach, Flagler County, Volusia County, FDER and the East Central Florida Regional Planning council. This monitoring will meet all applicable State and Federal standards for CO monitoring including season, location, duration, instrumentation, quality control and quality assurance.

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1.3 Should the air monitoring specified above indicate that a violation of Florida Ambient Air Quality (FAAQ) standards has occurred, and the modeling indicates that ten percent or more of the CO is attributable to project traffic, then the Applicant shall pursue one or any combination of the following until modeling indicates that the FAAQS will be achieved:

- - not commence the next development or monitoring phase as described in condition 1.4 below,
- - participate in cost-sharing of roadway improvements,
- - implement an active Transportation Systems Management (TSM) program.

1.4 Should the traffic modeling/monitoring specified in Condition 11.7 indicate that the traffic study presented in the ADA has underpredicted traffic volumes by fifteen percent or more at any adversely impacted intersection where the project contributes a significant amount of traffic, then another air quality modeling study of CO shall be performed at these intersections by the Applicant with results furnished to the City of Ormond Beach, Volusia County, Flagler County, the Florida Department of Environmental Regulation and the East Central Florida Regional Planning Council.

1.5 The Applicant shall comply with all existing and future Ormond Beach and Volusia County Codes and ordinances related to preservation of air quality.

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2.0 LAND RESOURCES

(RPC #22, 27, 30)

GOAL: Protect and preserve land resources.

The Applicant shall develop the project and conduct construction activities in a manner to reasonably best utilize and prevent adverse impacts on the land resources. Accordingly, the following standards and practices shall apply:

2.1 The project's site design shall be based on the official FEMA Flood Insurance Rate Maps (FIRM) unless the following exceptions become applicable:

A. FEMA approval of flood boundary modifications to resolve inconsistencies between the Volusia and Flagler County maps; and

B. Prior to any development beyond that approved in the Preliminary Development Agreement, the HEC II analysis shall be provided to the satisfaction of Flagler County and the City of Ormond Beach. At a minimum, the analysis must include consideration of an established, appropriate, known base-flood elevation, such as, at the confluence of the Little Tomoka and Tomoka Rivers, or other historically documented gauging station within the downstream watershed, agreeable to Flagler County and the City of Ormond Beach. The analysis shall also include all contributing on-site and

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off-site watersheds including swales, ditches, and connecting wetlands including Hull Swamp, as well as Hull Creek and the Little Tomoka River. The new analysis shall be based on one foot contours.

The assumptions and results of this new analysis will be submitted to FEMA for review and consideration prior to acceptance of a new 100-year floodplain designation.

The development of Hunters Ridge will be based on the results of the new floodplain analysis as it relates to Development Order conditions or local government ordinances tied to this issue. The results of this analysis shall be submitted to Flagler County, the City of Ormond Beach, Volusia County, FEMA, the NEFRPC and the ECFRPC. If the results of this analysis indicate the existence of wetlands not originally indicated in the Application for Development Approval, the local government with jurisdiction may, at its discretion, reduce the residential density of the project.

2.2 In addition to the foregoing, the project site design shall be based on the following requirements:

A. The Applicant shall comply with all Ormond Beach Subdivision and Surface Water Management Control and Wetland Protection Ordinances for that portion of the project in Ormond Beach. The developer will prepare a LOMR based upon 1' contour intervals and will establish base flood elevations for the total site, including all on-site floodplains whether

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connected to Hull Creek or isolated. The revised analysis and LOMR application and mapping shall be reviewed by a qualified professional prior to City's acceptance for transmittal to FEMA. Once a LOMR is approved, this flood mapping shall serve as the basis for final holding capacity calculations to determine project densities. No local government development permits, (i.e., subdivision plat or building permit, except as provided for in the PDA) shall be issued for this project until the approved LOMR outlined above is provided to the City of Ormond Beach.

B. The Applicant, at Applicant's expense, shall be responsible for establishing the limits of the 100-year Flood Zones and certain elevations therein. Such studies shall be reviewed by the City Engineer prior to its submittal to FEMA.

C. The minimum finished occupied floor elevation shall not be less than 2 feet above the limits of the 100-year Flood Zone as established pursuant to the procedures set for above, or 2 feet above the crown of the road, whichever is greater.

2.3 The Applicant shall be responsible for implementing measures identified in the DRI/ADA Submittal documents prior to and during construction activities on the project site to ensure that sedimentation and/or erosion problems are not created in receiving wetlands or other water bodies.

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2.4 Grassed/vegetated swales, other at-source stormwater treatment practices and other suitable mechanisms shall be employed to the greatest practicable extent in order to provide pretreatment of stormwater runoff prior to its discharge into the stormwater retention/detention ponds.

2.5 Oaks or other hardwood plant species, shall be planted and maintained in buffers and common areas to enhance the quality of wildlife habitat on the project.

2.6 The Applicant shall comply with all Ormond Beach land development regulations, including the City's Tree Protection and Landscaping Ordinances for that portion of the project within the City.

2.7 All wetlands shall be identified and dedicated to an appropriate public agency or HOA with appropriate conditions and covenants and a conservation easement providing for City enforcements if necessary for protection before the recording of a plat for the land area containing the wetland.

3.0 VEGETATION AND WILDLIFE (RPC #4,5,7,8,9,10,28,29,35 and 56)

GOAL: Protect and preserve wildlife, hardwood trees and other vegetation.

The Applicant shall develop the project and conduct such construction activities as approved by the City of Ormond Beach in a manner to maximize protection of natural vegetation, wetland areas and wildlife on the project site..

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3.1 To minimize dependence on ground irrigation and to promote retention of wildlife habitat, native hardwood vegetation shall be utilized in landscaping to the maximum extent possible. Ecologically viable portions of natural upland plant communities should be preserved and maintained in their original state (at least fifty percent of the required open space) to the greatest extent possible.

3.2 Oaks or similar hardwood plant species shall be planted and maintained in buffers and common areas to enhance the quality of wildlife habitat on the project.

3.3 The Applicant shall comply with the City's land development regulations, including but not limited to, the tree preservation and landscaping ordinances.

3.4 Site development related activities shall not result in the harming, pursuit or harassment of wildlife species classified as endangered, threatened or a species of special concern by either the State or Federal governments in contravention of applicable State or Federal laws. Should such endangered, threatened or species of special concern be determined to be residing on, or be otherwise significantly dependent upon the project site, the developer shall cease all activities and immediately notify both the Florida Game and Fresh Water Fish Commission, and the United States Fish and Wildlife Service and the development shall undergo substantial deviation review in order to proceed to develop. Proper protection and habitat management, to the satisfaction of all applicable agencies, shall be provided by the developer.

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"Harming" and "Harassment" as used in this recommendation shall be defined in the same manner as "Harm" and "Harass" respectively are defined in 50 CFR Section 17.3.

3.5 The Applicant shall convey the lands enumerated (hereafter "Conservation Lands") in the Joint Stipulation dated December 6, 1990, (which is attached and incorporated herein as Exhibit B-B) and entered into by and among the Florida Audubon Society, the City of Ormond Beach, Flagler County, and the Applicant, in a manner consistent with said Joint Stipulation.

A. The Conservation Lands shall be used and managed exclusively for the maintenance, preservation, and restoration of the native upland and wetland ecosystems historically existent on the Conservation Lands and used for compatible environmental educational activities (hiking, birdwatching, nature study, fishing, and like activities that do not require the construction of facilities otherwise prohibited by a conservation easement).

B. Any development activities, waste disposal, excavation, filling, well drilling, construction, (other than the excavation and filling necessary to restore the natural hydroperiod of the area and limited construction of environmental educational facilities such as nature trails and boardwalks) shall be strictly prohibited.

C. The use, or possession, of off road vehicles, such as all terrain vehicles, swamp or dune buggies, by members of the public will be strictly prohibited on the Conservation Lands.

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D. The hunting rights to the Conservation Lands shall be retained by the Applicant, its successors and assigns, for deer and feral hogs only. Otherwise, hunting shall be prohibited.

E. The Applicant shall retain the right to conduct equestrian activities on the Conservation Lands in a manner approved by the St. Johns River Water Management District.

F. To the extent permitted by the future grantees of the Conservation Lands, the Applicant shall assist, at its own expense with regard to the use of manpower and equipment, with certain environmental restoration activities necessary to reestablish a more natural hydroperiod on the Conservation Lands. The objective of this restoration shall be the elimination of drainage provided by all of the ditches that have been constructed through the Conservation Lands. This program will involve the installation of water control structures in existing ditches including, without limitation, the Hull Cypress Swamp Ditch, so that the current overdrainage of the area is reversed. Within six (6) months after the final action by the Florida Land and Water Adjudicatory Commission on this appeal, or within six (6) months after the issuance of a development order by the City of Ormond Beach or Flagler County for the project, or any portion thereof, (whichever occurs later) the Applicant shall assist the St. Johns River Water Management District, and as

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may be permitted by the future grantees of the Conservation Lands in the completion of a plan for the restoration of the natural hydroperiod in the Conservation Lands. Within one (1) year after the completion of this plan, the Applicant shall assist the St. Johns River Water Management District with completion of the construction elements of the plan as may be permitted by the future grantees of the Conservation Lands. The Applicant shall provide, at its own expense, manpower and earth moving machinery to plug ditches, breach levees or fill berms, and all other physical earth moving work necessary to implement the restoration plan developed in conjunction with the St. Johns River Water Management District. This plan, generally, shall:

(i) provide for the plugging, or installation of water control structures in the Hull Cypress Swamp Ditch, to restore the hydroperiod of the Hull Cypress Swamp;

(ii) create openings in the fill berm along the Hull Cypress Swamp Ditch to reflood the wetland strand that exists parallel to the ditch, and divert the flow of the ditch through the wetland area in the strand adjacent to the ditch;

(iii) plug or install water control structures in all other manmade canals or ditches on the property as may be necessary to restore the historical hydroperiod.

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G. Any delay in the authorization or completion of work to restore the hydroperiod beyond the time frames specified above that may be occasioned by the future landowners, environmental permitting requirements, or other unforeseen events, shall not relieve the Applicant of the obligation to provide manpower and earth moving equipment to conduct the work specified above.

H. Any timber interests retained by the Applicant in the Conservation Lands shall be for limited silvicultural purposes relative to the harvest of pine trees. It is anticipated, and the Applicant agrees, that the hydroperiod restoration required under this condition will result in major portions of Parcel "B" of the Conservation Lands undergoing transition to a wetland state that will no longer facilitate the cultivation and harvest of pine. The Applicant may continue to exercise pine timber management and harvest on the property once the natural hydroperiod is restored, under a plan which is acceptable to the St. Johns River Water Management District, Flagler County, and the City of Ormond Beach, and which plan is designed to limit pine silvicultural practices to only those compatible with the restored hydroperiod of the area, and which plan provides a maximization of wildlife benefits, as determined by the St. Johns River Water Management District.

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I. The Applicant shall be entitled to claim "Mitigation Credits" for that part of the hydroperiod restoration work required by this Condition 3.5. and performed in Volusia County, in order to offset any mitigation requirement arising from the construction of the Hunter's Ridge DRI, but only to the extent allowable under the City of Ormond Beach land development regulations in effect at the time of application for final development approval of any portion of the project.

J. Impact fee credits for "Conservation Lands" will be awarded on a full-value basis, not to exceed the amount of applicable impact fees or the total value of such lands for conservation use based on an MAI appraisal to be submitted by the Applicant, whichever is less.

3.6 Unavoidable losses of viable wetlands shall be mitigated through restoration of wetlands, creation of wetlands or preservation of functional wetlands, and/or uplands adjacent to wetlands, within the same watershed and in accordance with adopted rules and policies of the City of Ormond Beach and the St. Johns River Water Management District. Wetlands to be created or uplands to be retained as mitigation, shall, to the greatest practical extent, be located coterminously with one or more major habitat areas to be preserved so as to provide a continuity or expansion of natural habitat areas. Detention ponds, preservation of viable on-site wetlands, lakes or open water areas shall not be acceptable for wetland mitigation.

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However, the restoration of severely stressed wetlands and littoral zones created around detention ponds and lakes may qualify as newly created wetlands for mitigation purposes. The wildlife corridor and other specific preservation areas already defined by the PDA shall not be eligible for inclusion toward Upland Mitigation Credit for wetland impacts. Any approved upland mitigation credits shall apply to non-preservation uplands not previously specified at a minimum ratio of 4:1 (4 acres of upland preserved for one acre of wetlands impacted). Such areas shall be deed restricted and conveyed in perpetuity to an HOA or appropriate public agency.

3.7 In addition to the requirements of Condition 3.5, the on-site wetlands systems of Hull Swamp and its associated upland wildlife corridor and buffers, the Hull Swamp canal, and the Little Tomoka River and its associated buffer, shall be regarded as preservation areas for the purpose of protecting their natural attributes. These areas may be used for minor walkways and their appurtenances or for the road crossings of the canal. Other construction, vegetation removal, fencing, mowing or development activities which would reduce the effectiveness or character of these buffers shall not be allowed. These areas are identified in the Conceptual Development Plan attached hereto as Exhibit C. The portions in Ormond Beach may be conveyed in perpetuity to an appropriate public agency or to an HOA, provided that there is a conservation easement that would enable the City to enforce covenants and restrictions. Any Association formed to preserve,

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maintain and supervise the wetlands on-site shall only be empowered to the extent of the conditions of approval of the development order and shall work cooperatively with all public agencies. In the event of any conflict between this Condition, or Condition 3.8, and Condition 3.5, the provisions of Condition 3.5 shall control.

3.8 An upland buffer of native vegetation averaging 100' wide but no less than 50' wide shall be retained landward of the wetland jurisdictional line on both sides of the Little Tomoka River. Use of these buffers shall be limited to nature trails and other passive recreation uses and components of the stormwater management system and the portions of these areas in Ormond Beach shall be conveyed to a public agency or ROA as described in Condition 3.7 above. The use of pesticides, herbicides, or fertilizers shall be prohibited in these buffers and the wetlands they protect.

3.9 Buffer areas of native upland vegetation averaging 50 feet wide, but no less than 25 feet wide, shall be retained around all regionally significant wetlands (those that are FDER jurisdictional or 5 acres or more in size or which provide significant habitat for classified wildlife species). These buffer areas shall be dedicated as conservation easements in favor of the City of Ormond Beach, and may be platted as common or lot areas. The use of pesticides, herbicides or fertilizers shall be prohibited in these buffers. Clearing and maintenance within these buffer areas shall be limited to selective hand clearing and underbrushing practices. These buffer areas may be enhanced, however, by the planting of hardwood trees.

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3.10 The Applicant shall consider redesign of the master development plan to provide for the protection of xeric oak communities. In areas where the applicant cannot preserve the xeric community, the applicant shall undertake sound silvicultural management practices and transplant the xeric community to a suitable location to establish a habitat commensurate with the existing conditions.

3.11 The minimum distance between the edge of each stormwater retention/detention pond and adjacent wetlands shall be 200 feet, unless the St. Johns River Water Management District accepts tests, calculations or other information furnished by the Applicant through the District's permitting process which clearly demonstrates that deviation from the 200 foot distance would not degrade the wetlands in any way. This buffer shall be landscaped with hardwood trees where appropriate. Whenever a DRA/DDA is allowed contiguous to or within 25' of a wetland identified on Figure 16-1 of the ADA, the depth of such excavation shall not be more than 6" below the seasonal high water elevation, except to provide for a sediment sump in accordance with SJRWMD rules (FAC 40C-4) or other exemption from such provision as approved by all applicable regulatory agencies.

3.12 The on-site wetlands system, other conservation tracts, and on/off site mitigation areas shall be regarded as preservation areas for the purpose of protecting their natural attributes and shall have developmental uses prohibited, except

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as permitted herein, and these areas shall be conveyed to an HOA or public agency with a conservation easement in favor of the City of Ormond Beach. Dedication and conveyance of wetlands shall occur at the time the applicant determines the legal description for those areas, but prior to construction in areas adjacent to those areas.

3.13 Roadway designs in wetland areas will provide for the capture and diversion of stormwater runoff from roadway surfaces in wetland areas to upland stormwater retention/detention ponds for treatment prior to discharge to receiving water bodies.

3.14 All wetlands 1/2 acre or greater in areal extent shall not be impacted or otherwise altered without applicable City, state, and federal permits. In addition, the Applicant shall comply with the wetland protection and stormwater management requirements of Volusia County, Flagler County, City of Ormond Beach, applicable state agencies, and aforementioned regional planning council stipulations, whichever is most restrictive. SJRWMD, DER, and ACOE jurisdictional wetland surveys and NW 26 permits shall be submitted in conjunction with requests for subdivision plat approvals for purposes of providing legal descriptions and implementing the plans and conveyances noted above. As a general guideline, wetlands delineations for the areas shall involve at least two of the three parameters (vegetation, soils, hydrologic indicators) commonly employed for that task. For example, a site with hydric soils and a

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predominance of hydrophytic vegetation would be a wetland, whereas the presence of hydric soils without a dominance of plants typically adapted for life in saturated soil conditions would not indicate a wetland.

4.0 HISTORICAL AND ARCHAEOLOGICAL SITES (RPC #6)

GOAL: Protect and preserve historical and archaeological sites.

4.1 Project construction personnel shall be notified, through posted advisories or other methods, of the potential for artifact discoveries on the site and to report suspected findings to the project manager. In the event of discovery of artifacts of historical or archaeological significance during project construction, the Applicant shall stop construction at the site of discovery and immediately notify the City of Ormond Beach, the Regional Planning Council, and the Division of Historic Resources of the Florida Department of State. From the date of notification, construction shall be suspended within a 100 foot radius of the site of discovery for a period of up to 120 days to allow evaluation of the site. The applicant and any subsequent owner/developer or assignee shall be subject to all conditions determined by the Division of Historic Resources and the City of Ormond Beach.

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5.0 EDUCATION (RPC # 16,17 and 36)

GOAL: Provide educational sites and facilities; minimize tax acts.

5.1 The Applicant shall donate the reserved school site to the Volusia County School Board upon notice that the site is needed to construct a school. The site shall not be located within the 100-year floodplain unless approved by the Volusia County School Board.

5.2 As the Applicant has indicated in the DRI/ADA, all finished floor slab elevations shall be a minimum 2.0 feet above the 100-year flood elevation or the crown of the road, whichever is higher.

5.3 All donations by Applicant of land for educational purposes and all construction by Applicant of educational facilities or contributions by Applicant for construction shall be entitled to credits against any required educational impact fees, but shall not be made retroactive to development that may have occurred prior to the establishment of such fees.

5.4 Sidewalks, bike paths, nature trails or other means of pedestrian access, separated from driving lanes, shall be provided throughout the project for access to school and park sites.

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6.0 WASTEWATER MANAGEMENT (RPC # 11,13,32 and 38)

GOAL: Make adequate provision for wastewater management facilities needed to accommodate the impacts of the development; minimize tax impacts.

6.1 Flagler County and the City of Ormond Beach shall seek to enter into an interlocal agreement for the City to provide wastewater treatment service and treated effluent for reuse irrigation to the Flagler County portion of the project prior to the issuance of any structural building permit for that portion of the project. Failure to enter into this agreement within 12 months after the effective date of this development order for this project

(by either Flagler County or the City of Ormond Beach) shall allow the Applicant to seek alternative means of addressing the wastewater treatment issue, in the Flagler County portion, including the construction of a private plant. Development shall occur concurrent with adequate central wastewater treatment service.

6.2 Treated wastewater effluent shall be the primary source of irrigation water for Hunter's Ridge, in accordance with the rules and policies of the St. Johns River Water Management District and the Florida Department of Environmental Regulation. Stormwater management ponds shall be the secondary source of irrigation water, with shallow wells as a tertiary source only. The Floridan aquifer shall not be used for irrigation on Hunter's

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Ridge. The pumps, lines and other equipment used for irrigation and for make-up water in the re-use systems will be maintained by the City of Ormond Beach in the Ormond Beach portion of the site or for all of Hunter's Ridge if Flagler County and the City of Ormond Beach enter into an interlocal agreement to do so.

6.3 The Applicant shall monitor the shallow groundwater at locations down gradient of any spray irrigation or other wastewater disposal areas, with the principal parameters being measured to include nutrients and coliform bacteria. Disposal operations will be adjusted to maintain levels within established state and federal standards. The proposed sampling frequency, method(s) and locations must be approved by the St. Johns River Water Management District and the Florida Department of Environmental Regulation prior to use of the selected effluent disposal methods on the project site.

6.4 All wastewater treatment facilities shall be located outside of the 100-year floodplain (Zone A) as identified by the Federal Emergency Management Agency unless adequate floodproofing measures have been undertaken. Any and all pump stations located within the project boundaries shall be designed so that all electrical and mechanical equipment shall be protected from physical damage by the 100-year flood.

6.5. Other than the regional wastewater treatment plant site offered by the Applicant, all construction by Applicant of wastewater treatment facilities or main trunk lines by Applicant

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shall be entitled to credits against any required wastewater facilities impact fees in accordance with the West Ormond Utilities Ordinance.

7.0 DRAINAGE RPC #21,23,24,25,26,27,28,30,31,33, 35,36,37,38 and 56)

GOAL: Provide safe, efficient drainage and stormwater management facilities; maximize wetland protection; prevent degradation of water quality to onsite and offsite wetlands and other water bodies.

7.1 The project's site design shall be based on the official FEMA Flood Insurance Rate Maps (FIRM) unless the following exceptions become applicable:

A. FEMA approval of flood boundary modifications resolve inconsistencies between the Volusia and Flagler County maps; and

B. Prior to any development beyond that approved in the Preliminary Development Agreement, the HEC II analysis shall be provided to the satisfaction of Flagler County and the City of Ormond Beach. At a minimum, the analysis must include consideration of an established, appropriate, known base-flood elevation, such as, at the confluence of the Little Tomoka and Tomoka Rivers, or other historically documented gauging station within the downstream watershed, agreeable to Flagler County and the City of Ormond Beach.

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The analysis shall also include all contributing on-site and off-site watersheds including swales, ditches, and connecting wetlands including Hull Swamp, as well as Hull Creek and the Little Tomoka River. The new analysis shall be based on one foot contours.

The assumptions and results of this new analysis will be submitted to FEMA for review and consideration prior to acceptance of new 100-year floodplain designation.

The development of Hunters Ridge will be based on the results of the new floodplain analysis as it relates to Development Order conditions or local government ordinances tied to this issue. The results of this analysis shall be submitted to DER, Flagler County, the City of Ormond Beach, Volusia County, FEMA, the NEFRPC and the ECFRPC. If the results of this analysis indicate the existence of wetlands or 100-year floodplains not originally indicated in the Application for Development Approval, the local government with jurisdiction may, at its discretion,, reallocate the residential density of the project.

C. Where there is a discrepancy between the floodplain map approved by FEMA and the floodplain analysis of the City Engineer, the most restrictive shall apply and FEMA shall be appraised of the difference. The developer, at his cost, shall provide all necessary data to FEMA for their review.

7.2 In addition to the foregoing, the project site design shall be based on the following requirements:

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A. The Applicant shall comply with all City of Ormond Beach land development regulations, including Subdivision, Wetland and Flood Control Ordinances for that portion of the project in Ormond Beach.

B. The Applicant, at Applicant's expense, shall be responsible for establishing the limits of the 100-year Flood Zones and certain elevations therein. The 100-year floodplain study shall be conducted by an expert acceptable to the City of Ormond Beach and subject to the review and approval of the City Engineer.

C. Minimum finished occupied floor elevation shall not be less than 2 feet above the limits of the 100-year Flood Zone as established pursuant to the procedures set forth above, or 2 feet above the crown of the road, whichever is higher. The basis for these determinations shall be the amended flood zone map as approved under Condition 7.1 above.

7.3 Sites for the creation of compensatory storage volume commensurate with any flood storage volume lost as a result of development activities (including roadways) in the 100-year floodplain shall be located near (above or below) the 100-year flood limit in order to provide for effective storage volume within the floodplain, but shall not be located within land areas identified for preservation purposes, as wildlife corridors, or as being within the jurisdictional limits of regulatory agencies, except for the purpose of providing pretreated stormwater storage

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capacity. Calculations shall be based on the amended flood zone map in accordance with Condition 7.1 above.

7.4 Failure of any portion of the permitted stormwater management plan shall not be justification for additional alteration of wetlands whether protected, viable, transitional or altered.

7.5 Stormwater discharges leaving the Hunter's Ridge site after development shall not exceed predevelopment rates in terms of peak flow rates and velocity. Stormwater volume shall be monitored by the developer on an annual basis and the results shall be submitted to SJRWMD, ECFRPC, City of Ormond Beach and DCA.

7.6. All proposed stormwater treatment structures with the exception of outfall spreader structures shall be placed landward of the normal high water elevation (100-year floodplain).

7.7 The Applicant shall be responsible for implementing measures identified in the DRI/ADA Submittal documents prior to and during construction activities on the project site to ensure that sedimentation and/or erosion problems are not created in receiving wetlands or other water bodies.

7.8 The minimum distance between the edge of each stormwater retention/detention pond and adjacent wetlands shall be 200 feet, unless the St. Johns River Water Management District accepts tests, calculations or other information furnished by the Applicant through the District's permitting process which clearly

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demonstrate that deviation from the 200 foot distance would not degrade the wetlands in any way. This buffer shall be landscaped with hardwood trees where possible.

7.9 Grassed/vegetated swales, other at-source stormwater treatment practices and other suitable mechanisms shall be employed to the greatest practicable extent in order to provide pretreatment of stormwater runoff prior to its discharge into the stormwater retention/detention ponds.

7.10 In order to effectively monitor the project's effects on surface water conditions, the Applicant or its successors shall provide for the establishment and operation of a surface water and wetland biological monitoring program consisting of the following components:

A. Surface water samples shall be collected at the following locations:

1. At the ten (10) stations and four (4) additional stations depicted in Revised Exhibit 15.A1 in the Second Information Request Response to the DRI/ADA;
2. At the SR 40 bridge crossing on the Little Tomoka River upstream of the project site;
3. At the outfall weirs of stormwater retention/detention ponds of two or more stormwater management ponds adjacent to wetlands; and
4. At other sites as identified by the St. Johns River Water Management District.

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B. Biological monitoring activities, including shallow ground water levels, shall be undertaken at the following locations for the purpose of evaluating wetland biological productivity and condition:

1. Near sampling stations HC1, HC2, HC3, PLS1;

2. The 624 wetlands strand west of the powerline in Section 22.

C. Water quality samples and flow measurements shall be collected at least four times annually on a seasonal basis from the earliest possible date prior to project construction to at least four years after construction buildout. Wetland assessments shall be done at least annually beginning before construction and continuing for at least four years after buildout.

D. Water quality and wetland biological parameters to be measured shall be determined by the St. Johns River Water Management District based on input from the following agencies. Within 30 days after the effective date of the last development order for the Hunter's Ridge project, the Applicant shall submit the details of a proposed water quality and wetland monitoring program to the Department of Community Affairs, Northeast Florida Regional Planning Council, East Central Florida Regional Planning Council, Florida Department of Environmental Regulation (FDER), St. Johns River Water Management District (SJRWMD), Department of

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Natural Resources, Flagler County, Volusia County and the City of Ormond Beach for review and comment with recommendations being submitted to the SJRWMD. The monitoring program shall be incorporated into the development order for the Hunter's Ridge project prior to any development within the project boundaries. Quarterly reports and cumulative annual reports shall be submitted to reviewing agencies within 15 days of receipt from the laboratory. Reviewing agencies shall reserve the right to recommend changes in sampling locations, parameters, and frequencies if warranted. However, the selected parameters shall be sufficient to provide a determination of water quality and wetland conditions, changes, and possible sources of contamination if such are discovered. Collected data shall be furnished to the jurisdictional local governments and the St. Johns River Water Management District.

E. If it is the opinion of the St. Johns River Water Management District that site development has caused the degradation of water or wetland quality and quantity, then the applicant shall take positive steps to correct or mitigate this degradation. Any wetland mitigation shall be accomplished consistent with other conditions of this order and applicable regulatory programs and shall be implemented through the subdivision review and approval process.

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7.11 The Applicant shall incorporate additional water quality treatment methods into the project's surface drainage system to correct or mitigate any degradation if the measures implemented by the Applicant are found to adversely impact water quality conditions on and downstream of the project site.

7.12 Roadway designs in wetland areas will provide for the capture and diversion of stormwater runoff from roadway surfaces in wetland areas to upland stormwater retention/detention ponds for treatment prior to discharge to receiving water bodies.

7.13 As the Applicant has indicated in the DRI/ADA, all finished floor slab elevations shall be a minimum 2.0 feet above the 100-year flood elevation or the crown of the road. The donated school areas should not be located within designated wetlands or 100-year flood zones approved by the School Board.

7.14 Any transfer of title to any property within the project which is within the 100-year flood zone area shall be accompanied by a disclosure stating that the property in question is located within a 100-year flood area.

7.15 All wastewater treatment facilities shall be located outside of the 100-year floodplain (Zone A) as identified by the Federal Emergency Management Agency unless adequate floodproofing measures have been undertaken. Any and all pump stations located within the project boundaries shall be designed so that all electrical and mechanical equipment shall be protected from physical damage by the 100-year flood.

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7.16 The Applicant shall comply with the wetland protection and stormwater management requirements of Volusia County, Flagler County, City of Ormond Beach, applicable state agencies, and aforementioned regional planning council stipulations, whichever is most restrictive. Surface water management plans for development in Flagler County shall be submitted to the City Engineer for his review and comment at the same time they are submitted to Flagler County. If possible, an interlocal agreement should be entered into to provide for the more restrictive of the City's or the County's conditions to prevail. In any case, the City's review and comments shall be considered by the County and all regulatory agencies.

8.0 WATER SUPPLY (RPC # 12,14,32 and 39)

GOAL: Make adequate provision for the potable water needs and facilities required to accommodate the impacts of the development; minimize impacts on ground water resources and existing water users.

8.1 All potable water needs within the City of Ormond Beach shall be provided by the City in accordance with the West Ormond Utilities Ordinance. An interlocal agreement between Flagler County and the City of Ormond Beach regarding the provision of the potable water shall attempt to be entered into prior to the issuance of any structural building permit for the Flagler County

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portion of the project. Failure to enter into this agreement within 12 months of the issuance of this development order shall allow the Applicant to seek alternative means of providing potable water, including the construction of a privately owned water treatment plant.

8.2 All existing ground water wells and all wells discovered during the development process on Hunter's Ridge shall be reported immediately to the St. Johns River Water Management District (SJRWMD). All wells shall be adequately identified and protected from construction activities by such means as notifying the construction contractor of the well locations, identifying the well locations on construction plans, and fencing wells prior to any construction activities on the Hunter's Ridge site. FDER shall be allowed at least six months to acquire the Floridan test well in the northwest quadrant of the Site, as well as any other on-site Floridan wells which cease to be used for public supply potable water, for use as a monitoring well. All ground water wells which are not acquired for monitoring and/or which cease to be used for public supply potable water shall be properly plugged and abandoned by a SJRWMD licensed water well contractor and registered driller immediately, unless otherwise stipulated by the SJRWMD.

8.3 The Applicant shall monitor the shallow ground water at locations down gradient of any spray irrigation or other wastewater disposal areas, with the principal parameters being

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measured to include nutrients and coliform bacteria. Disposal operations, will be adjusted to maintain levels within established state and federal standards. The proposed sampling frequency, method(s) and locations must be approved by the St. Johns River Water Management District and the Florida Department of Environmental Regulation prior to use of the selected effluent disposal methods on the project site.

8.4 Prior to any use of the shell aquifer, the Applicant will plan and perform an exploratory drilling and aquifer testing program with the approval of and in cooperation with the St. Johns River Water Management District for the purpose of developing a wellfield design and withdrawal plan that will not have unacceptable environmental impacts on natural resources.

9.0 SOLID WASTE

9.1 Solid waste shall be collected and disposed of in the City in accordance with generally applicable ordinances, regulations and procedures.

10.0 PUBLIC SAFETY (RPC #52)

GOAL: Provide adequate public safety facilities and services needed to accommodate the impacts of the development.

10.1 In the interest of safety, the Applicant shall construct a system of bike ways or provide for bicycles in the

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construction of the internal roadway system which will provide safe bicycle travel between:

- - homes and schools
- - homes and employment centers
- - homes and neighborhood commercial centers

External bicycle systems which provide for bicycle traffic to adjacent and nearby external residential, employment and educational centers shall be considered. Construction standards shall conform to the latest applicable local government or state criteria.

10.2 The public safety site on Airport Road, referred to in Paragraph 13.26, shall be conveyed to the City of Ormond Beach within thirty (30) days of final action in the Chapter 380 litigation encompassing the subject project. The Applicant shall, prior to the completion of construction of a public safety facility on the site, construct Airport Road west to the site to all City road standards and shall construct all-weather access roads from the site to all developed portions of the subject project including, but not limited to, Shadow Crossings.

11.0 TRANSPORTATION (RPC # 34,35,42,44,45,46,47,
48,49,50,51,52,53, and 54)

GOAL: Provide adequate transportation facilities needed to accommodate the impacts of the development; minimize impacts on existing facilities.

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11.1 Roadway crossing of the Little Tomoka River shall not be permitted unless the Applicant can demonstrate to the satisfaction of the ECFRPC, the jurisdictional local government, and other permitting agencies that such a crossing is in the public interest and there is no practical alternative which reduces or avoids impacts to the river system. Any allowed crossing shall be constructed by bridging from upland edge to upland edge, as determined by approved wetland jurisdiction lines.

11.2 Roadway designs in wetland areas will provide for the capture and diversion of stormwater runoff from roadway surfaces in wetland areas to upland stormwater retention/detention ponds for treatment prior to discharge to receiving water bodies.

11.3 Should the traffic modeling/monitoring specified in Condition 11.7 indicate that the traffic study presented in the DRI/ADA has underpredicted traffic volumes by fifteen percent or more at any adversely impacted intersection where the project contributes a significant amount of traffic, then another air quality modeling study for carbon monoxide (CO) shall be performed at these intersections by the Applicant with results furnished to the City of Ormond Beach, Volusia county, Flagler County, the Florida Department of Environmental Regulation and the regional planning councils. If the results of this study indicate that the development is significantly contributing to the air quality denigration as defined by the reviewing agencies, building permits beyond the current phase will cease to be issued.

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11.4 If the modeling specified above results in any predictions of one hour or eight hour carbon monoxide (CO) concentrations at or above the Federal and State Standards, then ambient air monitoring for CO will be conducted at an appropriate location(s) determined by the City of Ormond Beach, Flagler County, Volusia County, FDER and the East Central Florida Regional Planning Council. This monitoring will meet all applicable State and Federal standards for CO monitoring including season, location, duration, instrumentation, quality control and quality assurance.

11.5 Should the air monitoring specified above indicate that a violation of Florida Ambient Air Quality (FAAQ) standards has occurred, and the modeling indicates that ten percent or more of the CO is attributable to project traffic, then the Applicant shall pursue one or any combination of the following until modeling indicates that the FAAQS will be achieved:

- - not commence the next development or monitoring phase as described in Condition 11.7 below
- - participate in cost-sharing of roadway improvements
- - implement an active Transportation Systems Management (TSM) program.

11.6 For the purpose of the transportation recommendations, the Hunter's Ridge project shall be divided into the following transportation subphases, based upon external trip generations:

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<u>Phase</u>	<u>Per Phase</u>	<u>Cumulative</u>
Ia	8,250	8,250
Ib	8,250	16,500
IIa	7,970	24,470
IIb	7,970	32,440
IIC	7,970	40,410
IIIa	8,440	48,850
IIIb	8,440	57,290
IIIc	8,440	65,730

11.7 Prior to the initiation of each transportation subphase as identified in the previous recommendation, a monitoring/modeling program shall be performed to ascertain the LOS on facilities where the Hunter's Ridge project is estimated to contribute an amount of traffic greater than or equal to ten percent of the LOS "C" service volume. The methodology of the monitoring/modeling program shall be agreed upon by the East Central Florida Regional Planning Council, Volusia County, Flagler County, the City of Ormond Beach, the Florida Department of Transportation and the Applicant. A list of facilities, together with all signalized intersections along these roadways, may include but shall not be limited to the following:

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ROADWAY LINK

11th Street

Nova Road to Clyde Morris Blvd.
Clyde Morris Blvd. to Williamson Blvd.
West of Williamson Boulevard US 92

Clyde Morris Boulevard

SR 40 to 11th Street
11th Street to US 92

I-95

SR 40 to 11th Street
11th Street to US 92

Airport Road

SR 40 to Tymber Creek Road
Tymber Creek Road to US 1

Tymber Creek Road

US 1 to Airport Road
SR 40 to Airport Road
SR 40 to 11th Street

I-95/US 92 Ramps

I-95/US 1 Ramps

I-95/SR 40 Ramps

US 92

11th Street to I-4 Ramp
11th Street to I-95
95 to Williamson Blvd.
Williamson Blvd. to Clyde Morris Blvd.

SR 40

SR 11 to US 17

Airport Road Ext. to SR 11
Airport Road Ext. to Tymber Creek Road
Tymber Creek Road to I-95
I-95 to Williamson Blvd.
Williamson Blvd. to Clyde Morris Blvd.

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Clyde Morris Blvd. to Nova Road (SR 5)
Nova Road to US 1
East of US1 to Beach Street

Nova Road/SR 5

US 1 to SR 40
South of SR 40 to 11th Street

Williamson Boulevard

SR 40 to 11th Street
11th Street to US 92

SR 11

SR 304 to SR 40
SR 40 to US 17

11.8 The Hunter's Ridge project shall not commence beyond transportation Phase Ia (see 11.6 above) or beyond an equivalent 8,250 external average daily trips (ADT) into transportation Phase Ib where service levels are below service level "D" (LOS "C" on rural facilities) peak hour and the project contributes ten percent or greater to the capacity of the roadway or intersection at service level "C" as determined by the monitoring program required in the preceding recommendations, unless mitigation measures and/or improvements are secured and committed to occur during transportation Phase Ib. Prior to the commencement of transportation Phase Ib and all subsequent transportation phases, the Applicant must also demonstrate, by means of a modeling study projecting such phase traffic, to the satisfaction of Volusia County, Flagler County, the City of Ormond Beach, the East Central Florida Regional Planning Council,

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and the Florida Department of Transportation that, where the project contributes ten percent or greater to the LOS "C" service volume of a facility, the applicable subphase of traffic (along with cumulative project traffic) will not adversely effect service levels (below service level "D" peak hour or "C" in rural areas), or demonstrate that the necessary improvements are committed to occur during said applicable sub-phase. When determining LOS, the developer's traffic consultant will utilize the 1985 Highway Capacity Manual computer software for analyzing intersections, and will utilize the FDOT Generalized Daily Level of Service Maximum Values for Florida's Urban/Urbanized Areas tables or some other method based on the 1985 Highway Capacity Manual for analyzing roads. Proof of mitigation must include identification of committed funding source and a reasonable guarantee of a scheduling within the required time frame. Otherwise, further building permits shall not be issued by the City of Ormond Beach.

11.9 Toward the achievement of the objective in the two (2) preceding conditions, an agreement(s) among Flagler, County, Volusia County, the City of Ormond Beach and the Applicant shall be entered into within twelve months after the effective date of the last development order for this project by either Flagler County or the City of Ormond Beach. Said agreement(s) shall address and clarify such issues related to equity in the application of fees for roadway improvements. Said fees shall

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be based on a fair-share basis with respect to the improvements to be constructed and not solely on the basis of impact fees. However, such an agreement would not alter or waive the provisions of the two preceding recommendations as a mitigative measure for the aforementioned recommendations. If in the event that one of the designated parties to the agreement (other than the Applicant) fails to execute said interlocal agreement within the specified time, then the Applicant may proceed with the project based upon the monitoring/modeling schedule and all other recommendations specified herein.

11.10 All construction within the Flagler County portion of the Hunters Ridge Project shall pay an assessment fee equal to the amount of transportation impact fees for similar construction assessed by Volusia County at the time of building permit application. This assessment shall be in addition to any transportation impact fee collected by Flagler County, and shall be not credited against any impact fee collected by Flagler County. The assessment shall be periodically paid to Volusia County by Flagler County for road improvements caused by the Project in a Flagler-Volusia jointly defined Hunters Ridge Transportation impact area. Payment of impact fees shall not alter or waive the stipulations in items 11.9 or 11.11 nor shall any road improvements agreed to as voluntary contributions by the developer be used to offset the payment of impact fees.

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11.11 The Applicant shall fund the construction of left and right-turn deceleration lanes at all project entrances. Project entrances on SR 40 shall be limited to the minimum number required to provide safe access to the site as determined by FDOT. These improvements shall be constructed when such project entrances are created. The Applicant shall fund the cost of signalization at project entrances when deemed warranted by the appropriate governmental entity.

11.12 In the interest of safety, the Applicant shall construct a system of bike ways or provide for bicycles in the construction of the internal roadway system which will provide bicycle travel between:

- - homes and schools
- - homes and employment centers
- - homes and neighborhood commercial centers

External bicycle systems which provide for bicycle traffic to adjacent and nearby external residential, employment and educational centers shall be considered. Construction standards shall conform to the latest applicable local government or state criteria.

11.13 Bicycle lockers or bicycle racks, transit passenger shelters and transit parking bays shall be constructed where necessary to augment and facilitate the operations of off-site transit and bicycle facilities. The Applicant shall designate an employee as a ride-sharing coordinator or include covenants which

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will require tenants or future landowners to collectively hire and manage a ride-sharing coordinator when the Hunter's Ridge project reaches 2,900 residential units. This person will be responsible for conducting ride-sharing campaigns within the project, publicity, processing applications, distributing information (including transit information), etc.

11.14 In addition to the regional transportation conditions set forth in the preceding paragraphs, the following conditions shall be observed prior to the recording of any plats or requesting any development approvals in Ormond Beach, other than for public improvements and infrastructure for the project phases described in the attached Exhibits "D" and "F".

A. Prior to the recording of any plats or requesting any development approvals other than for public improvements and infrastructure, in OB-II and FC-II the following transportation improvements or funding shall occur.

1. Mini-monitoring will be performed. The monitoring shall include an analysis of traffic volumes in the impact areas, supplemental traffic counts on SR-40 at a location between The Trails South entrance and Nova Road to determine peak hour counts by direction and speed/delay study for level of service (LOS) determination; all data shall be provided to the City; and

2. Airport Road shall be in place from Tymber Creek Road to the project site as a two lane paved road; and

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3. SR-40 shall be in place or under construction as a four lane divided roadway from Nova Road to I-95; or, if SR-40 has an average daily traffic volume of 27,000 or below between The Trails entrance and Nova Road, then SR-40 shall be funded for construction the FDOT Work Program as a four-lane divided roadway from Nova Road to I-95 within two (2) years after commencement of said phases.

B. Prior to the recording of any plats or requesting any development approvals, other than for public improvements and infrastructure in OB-III and FC-III the following shall occur:

1. The monitoring required herein shall be performed within the project impact area.

2. Nova Road shall be in place or under construction as a four lane or six lane divided road from Wilmette Avenue to Brentwood, or shall be funded for construction within the FDOT Five-year Work Program.

3. Turn lanes will be in place at all approaches to the intersection of SR-40 and the project entrance;

4. The intersection of Airport Road and US-1 shall be signalized if warranted as per the Manual on Uniform Traffic Control Devices (MUTCD) and the Florida Department of Transportation.

C. Prior to recording any plats or requesting any development approvals, other than for public improvements and infrastructure, for OB-IV and FC-IV the following shall occur:

1. Mini-monitoring will be performed in a manner as described in Paragraph 11.14.A.1, above.

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2. SR-40 shall be complete as a four lane divided roadway from Nova Road to I-95 or under construction.

3. Nova Road shall be in place or under construction or funded for construction within two years in the FDOT Work Program as a four or six lane divided roadway from Wilmette Avenue to Brentwood.

3. Airport Road shall be in place as at least a two lane paved road from Tymber Creek Road to SR-40.

D. Prior to recording any plats or requesting any development approvals, other than for public improvements and infrastructure, for OB-V and PC-V the following shall occur:

1. Mini-monitoring will be performed in a manner as described in Paragraph 11.14.A.1, above.

2. Nova Road shall be in place or under construction as a four lane or six lane divided roadway from Wilmet Avenue to Brentwood.

3. SR-40 shall be under construction or completed as a four lane divided roadway from I-95 to Tymber Creek Road.

E. The traffic monitoring program shall be conducted on an annual basis by the Applicant beginning one year after approval of the development order. The monitoring program should provide an analysis of the development's traffic impact on major streets and intersections in the DRI/ADA impact area. The improvements set forth in the preceding paragraphs of this condition 11.14 shall be subject to the results of the monitoring program. In the event the monitoring program demonstrates that

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the project is not impacting the designated roads in excess of the DRI/ADA standards, then the Applicant shall be permitted to proceed with development. If the monitoring program demonstrates the need for additional improvements, however, such additional improvements will be required prior to continued development activities.

11.15 All road improvements constructed outside the project boundaries by the Applicant (other than as listed above), or land dedication or financial contributions by the Applicant for construction outside the project boundaries, shall be entitled to credits against any required transportation impact fees, in accordance with the Volusia County Road Impact Fee Ordinance. The following road improvements and dedications have voluntarily been offered by the Applicant and shall not be subject to road impact fee credits or reimbursements:

- - Airport Road from Tymber Creek to SR 40 100' dedication; construction of 2 lanes.
- - All roads within Hunter's Ridge.
- - All turning lanes, acceleration & deceleration lanes.
- - All traffic signals as noted above.

12. DENSITY, BUILDING SPACING, LAND USE, CLASSIFICATION AND OTHER DEVELOPMENT REQUIREMENTS

(RPC # 1,2,3,18,29,36,37,40,41,55 and 57)

GOAL: Provide development requirements ensuring the most efficient use of the property with the least impact upon the environment.

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12.1 The project shall be developed in accordance with the information, data, plans and commitments contained in the Hunter's Ridge DRI/ADA and supplemental information unless otherwise directed by the recommendations enumerated below. For the purpose of this condition, the Application for Development Approval shall consist of the following items;

A. Application for Development Approval dated October, 1988;

B. Additional Information dated January 17, 1989;

C. Additional Information, Second Submittal, dated March 16, 1989; and

D. Commitments made during the review as presented in Appendix A of the Regional report.

E. The conceptual development plan dated November 20, 1990, hereby is incorporated as Exhibit "C" and shall be generally adhered to with regard to land uses and road patterns.

F. The phasing map dated November 20, 1990, hereby is incorporated as Exhibit "D" and, along with Exhibit "F" shall be generally adhered to with regard to phasing of the project.

G. The table of land uses dated 12/2/90, hereby is incorporated as Exhibit "E" and shall be generally adhered to with regard to land use designations, numbers of dwelling units and density.

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H. The development phasing schedule dated December 2, 1990, hereby is incorporated as Exhibit "F" and along with Exhibit "D" shall be generally adhered to with regard to phasing of the project. The phasing schedule in the City may be altered without a substantial deviation review pursuant to Section 380.06(19), Florida Statutes, if the Applicant in the City agreed to the revised phasing proposal.

12.2 The Ormond Beach portion of the project shall consist of no more than a total of 932 single family units and 50 multi-family units including, but not limited to patio, cluster or town house units. Any deviation from the number of residential lots or their locations, which deviation results in larger lot sizes and lower densities shall be permitted. Areas generally depicted on Exhibit "C" as single family residential may be developed to include patio or cluster type lots ("zero-lot-line" lots) provided there is no increase in overall density. However, changes resulting in smaller lot sizes or higher densities shall require an amendment to this development order in accordance with applicable law.

12.3 If five percent of Phase I of the project (14 dwelling units) is not constructed within five years of the effective date of the development order, then the development order shall expire.

12.4 To assist in providing for the recreational needs of the project's residents, the Applicant shall participate in the City's Recreation Impact Fee program.

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12.5 The on-site wetlands system, other conservation tracts, and on/off-site mitigation areas shall be regarded as preservation areas for the purpose of protecting their natural attributes and shall have developmental uses prohibited, except as permitted herein. Except for the Conservation Lands described in Condition 3.5, which shall be conveyed as provided therein, and these areas shall be conveyed to a state, federal, or county agency acceptable to the City of Ormond Beach or to an HOA for which covenants and restrictions for wetland protection have been included to the satisfaction of the City Attorney together to allow the City to enforce such wetland protection covenants and restrictions, if necessary. Dedication and conveyance of Wetlands shall occur at the time the applicant determines the legal description for those areas, but prior to construction in areas adjacent to those areas.

12.6 As the Applicant has indicated in the DRI/ADA, all finished floor slab elevations shall be a minimum 2.0 feet above the 100-year flood elevation or the crown of the road, whichever is higher. The donated school site shall not be located within designated wetlands or 100-year flood zones unless accepted by the Volusia County School Board.

12.7 Any transfer of title to any property within the project which is within the 100-year flood zone area shall be accompanied by a disclosure stating that the property in question is located within a 100-year flood area.

12.8 Developers, contractors, subcontractors, and other purchasers of project properties should be required to contact

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the local Private Industry Council, Job Service of Florida and other similar agencies for information on their job training programs and employment referral services.

12.9 On the basis of the affordable housing need estimates, there will be a requirement that 52 very low income household dwelling units and 201 low income household dwelling units be provided within a 20 minute commute of the non-residential development of the Hunter's Ridge project. Before the responsible governmental authorities issue building permits for each phase of the development, they each shall determine whether there exists available very low or low income units within the commuting distance. If none exists, or if insufficient numbers exist, the affordable dwelling units necessary to meet the phasing schedule in paragraph A below shall be provided prior to the issuance of additional permits.

A. The following affordable housing phasing schedule shall be utilized:

<u>Phase</u>	<u>Year</u>	<u>Very Low Income Units</u>	<u>Low Income Units</u>
II	4	7	27
III	5	4	18
IV	7	5	19
V	9	3	10
VI	10	9	32
VII	11	<u>5</u>	<u>19</u>
		33	125/158

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B. The maximum rent for the very low income household dwelling units shall be \$289 (1990 dollars), with a typical rent of \$220. The maximum rent for the low income household dwelling units shall be \$507 (1990 dollars).

C. The maximum sale price for owner-occupied low income household dwelling units shall be \$54,364 (1990 dollars), with a typical sale price of \$46,016 if located in Ormond Beach. The maximum sale price for owner-occupied low income household dwelling units shall be \$58,233 (1990 dollars), with typical sale price of \$46,016 if located in Flagler County.

(Note: Of the low income dwelling units at least 50% must be for sale dwelling units.)

D. The affordable housing units that are provided on site shall be integrated throughout the project to ensure that very low and low income dwelling units are not geographically isolated and segregated from other residential units.

E. Rent and resale restrictions shall be required to ensure the continued affordability of very low income and low income dwelling units.

F. In the event the Ormond Beach Comprehensive Plan shall be more restrictive than the foregoing affordable housing requirements, then the Ormond Beach Comprehensive Plan shall control.

12.10 Unless specifically directed otherwise by the terms and conditions of the development order, all authorized

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development shall proceed only if the public facilities and services necessary to meet the need generated by the development are available concurrent with the demand.

12.11 Any interlocal agreements required shall be fully executed prior to the issuance of any building permits by the City of Ormond Beach beyond City Phase II, and incorporated into the Development Orders for the project.

12.12 Application for approval shall be filed in accordance with the Planned Unit Development (PUD) procedures provided by the City's land development regulations, currently located in SECTION 700.00 R-S Residential Suburban District, of the City's zoning ordinance . The PUD shall be of such size and shape as to be essentially freestanding with regard to traffic circulation and emergency access; utilities, recreation and open space; drainage, detention and retention; other public and HOA infrastructure and proximity to existing development and infrastructure. The limits of the PUD shall generally not exceed the limits of any development phase as identified on Exhibit "C" hereto. PUD submittals may be accompanied by one or more preliminary plats, each freestanding with regard to the above criteria and containing no more than 250 dwelling units.

12.13 In order to avoid excessive dispersion of services within Hunter's Ridge, deterioration of infrastructure due to lack of use and/or maintenance, reductions in property values due to oversupply of building lots in relation to market conditions and a negative ambient character created by undeveloped expanses

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of urban roads and other infrastructure, no plat or portion of a plat may be recorded beyond City Phase II (416 lots) until such time as at least fifty percent of all previously recorded lots within Hunter's Ridge, including the Flagler County portion, have been developed or have been issued building permits.

13.0 PUBLIC FACILITIES AND SERVICE NEEDS

(RPC # 11,12,14,50,51,52,53,55 & 57)

GOAL: Provide adequate public facilities and services needed to accommodate the impacts of the development; minimize impacts upon taxpayers outside of the Project.

13.1 Wastewater treatment shall be provided by the City of Ormond Beach within the portion in Ormond Beach in accordance with the West Ormond Utilities ordinance. Flagler County and the City of Ormond Beach shall attempt to develop an interlocal agreement regarding wastewater treatment prior to the issuance of any structural building permit for the Flagler County portion of the project. Failure to enter into this agreement within 12 months of the issuance of a development order for this project (by either Flagler County or the City of Ormond Beach) shall allow the Applicant to seek alternative means of addressing the wastewater treatment issue, in the Flagler County portion, including the construction of a private plant. Development shall occur concurrent with adequate central wastewater treatment service.

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13.2 An interlocal agreement between Flagler County and the City of Ormond Beach regarding the provision of the potable water shall be sought prior to the issuance of any structural building permit for the Flagler County portion of the project. Failure to enter this agreement within 12 months of the issuance of this development order shall allow the Applicant to seek alternative means of providing potable water in the Flagler County portion, including the construction of a privately owned water treatment plant.

13.3 All existing ground water wells and all wells discovered during the development process on Hunter's Ridge shall be reported immediately to the St. Johns River Water Management District (SJRWMD). All wells shall be adequately identified and protected from construction activities by such means as notifying the construction contractor of the well locations, identifying the well locations on construction plans, and fencing wells prior to any construction activities on the Hunter's Ridge site. FDER shall be allowed at least six months to acquire the Floridan test well in the northwest quadrant of the site, as well as any other on-site Floridan wells which cease to be used for public supply potable water, for use as a monitoring well. All ground water wells which are not acquired for monitoring and/or which cease to be used for public supply potable water shall be properly plugged and abandoned by a SJRWMD licensed water well contractor and registered driller immediately, unless otherwise stipulated by the SJRWMD.

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13.4 Sidewalks, bike paths, nature trails or other means of pedestrian access, separated from driving lanes, shall be provided throughout the project for access to school and park sites.

13.5 All construction within the Hunter's Ridge Project shall pay an assessment fee equal to the amount of transportation impact fees for similar construction assessed by Volusia County at the time of building permit application. This assessment shall be in addition to any transportation impact fee collected by Flagler County, and shall be not credited against any impact fee collected by Flagler County. The assessment shall be periodically paid to Volusia County by Flagler County for road improvements caused by the Project in a Flagler-Volusia Jointly defined impact area.

13.6 The Applicant shall fund the construction of left and right-turn deceleration lanes at all project entrances. Project entrances on SR 40 shall be limited to the minimum number required to provide safe access to the site as determined by FDOT. These improvements shall be constructed when such project entrances are created. The Applicant shall fund the cost of signalization at project entrances when deemed warranted by the appropriate governmental entity.

13.7 In the interest of safety, the Applicant shall construct a system of bike ways or provide for bicycles in the construction of the internal roadway system which will provide bicycle travel between:

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- - homes and schools
- - homes and employment centers
- - homes and neighborhood commercial centers

External bicycle systems which provide for bicycle traffic to adjacent external residential, employment and educational centers shall be considered. Construction standards shall conform to the latest applicable local government or state criteria.

13.8 Bicycle lockers or bicycle racks, transit passenger shelters and transit parking bays shall be constructed where necessary to augment and facilitate the operations of off-site transit and bicycle facilities. The Applicant shall designate an employee as a ride-sharing coordinator or include covenants which will require tenants or future landowners to collectively hire and manage a ride-sharing coordinator when the Hunter's Ridge project reaches 2,900 residential units. This person will be responsible for conducting ride-sharing campaigns within the project, publicity, processing applications, distributing information (including transit information), etc.

13.9 All authorized development shall proceed only if the public facilities and services necessary to meet the need generated by the development are available concurrent with the demand.

13.10 Any interlocal agreements required shall be fully executed prior to the issuance of any building permits by Flagler County, and incorporated into the Development orders for the project.

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13.11 In addition to the foregoing commitments by the Applicant, the Applicant has agreed to donate to the City of Ormond Beach the following land areas as shown on the Development Plan dated November 20, 1990 for public facilities, but shall not be entitled to credits against any required impact fees:

A. Wastewater Treatment Plant Site/Recreation Site - 40+ Acres (Located on N. side of Airport Road on Project Easterly Boundary - may be used for one or both uses at the City's election)

B. West Ormond Recreation/Cultural Facilities Site 38+ Acres (Located at N.E. Corner intersection Airport Road extension and S.R. 40).

C. Water Treatment Plant Site - 15+ acres

D. Airport Road Public Safety Site - 3.75+ acres

E. S.R. 40 Public Safety Site - 1.5 acres (May be used by Applicant for Church or institutional purposes if City determines not needed for public safety site).

13.12 The City shall reconvey to the Applicant the lands heretofore conveyed to it for use as a water treatment plant site and for that portion of Airport Road south of the Flagler County Line, in exchange for the Applicant's conveyance of the relocated water treatment plant site and the relocated said portion of Airport Road, as shown on the conceptual development plan (Exhibit "C") dated November 20, 1990.

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14.0 GENERAL LAND USE (RPC # 1,2,3 and 22)

GOAL: Permit development consistent with holding capacity of land; minimize impacts on environment.

14.1. The project shall be developed in accordance with the information, data, plans and commitments contained in the Hunter's Ridge DRI/ADA and supplemental information unless otherwise directed by the recommendations enumerated below. For the purpose of this condition, the Application for Development Approval shall consist of the following items;

A. Application for Development Approval dated October, 1988;

B. Additional Information dated January 17, 1989;

C. Additional Information, Second Submittal, dated March 16, 1989; and

D. Commitments made during the review as presented in Appendix A of the Regional report.

E. The conceptual development plan dated November 20, 1990, hereby is incorporated as Exhibit "C" and shall be generally adhered to with regard to land uses and road patterns.

F. The phasing map dated November 20, 1990, hereby is incorporated as Exhibit "D" and, along with Exhibit "F" shall be generally adhered to with regard to phasing of the project.

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G. The table of land uses dated 12/2/90, hereby is incorporated as Exhibit "E" and shall be generally adhered to with regard to land use designations, numbers of dwelling units and density.

H. The development phasing schedule dated December 2, 1990, hereby is incorporated as Exhibit "F" and along with Exhibit "D" shall be generally adhered to with regard to phasing of the project.

14.2 The Ormond Beach portion of the project shall consist of no more than a total of 932 single family units, 50 multi-family units including, but not limited to patio, cluster or town house units. Any deviation from the number of residential lots or their locations, which deviation results in larger lot sizes and lower densities shall be permitted. Areas generally depicted on Exhibit "C" as single family residential, may be developed to include patio or cluster type lots ("zero-lot-line" lots) provided there is no increase in overall density. However, changes resulting in smaller lot sizes or higher densities shall require an amendment to this development order in accordance with applicable law.

14.3 If five percent of RPC Phase I of the project (14 dwelling units) is not constructed within five years of the effective date of the development order, then the development order shall expire.

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14.4 The project's site design shall be based on data contained in the U.S. Soil Conservation Service's Volusia and Flagler County soils reports unless a detailed soils analysis is undertaken. The methodology and results of this new analysis shall be reviewed and approved by Flagler County, Ormond Beach, and the USDA SCS regional field or state soil scientist.

14.5 Oaks or other hardwood plant species shall be planted and maintained in buffers and common areas to enhance the quality of wildlife habitat on the project.

14.6 All development shall conform to the City of Ormond Beach land development regulations, including Landscaping and Tree Protection Ordinances.

14.7 All wetlands shall be identified and dedicated to a public agency or HOA for protection under the conditions previously identified before the recording of a plat for the land area containing the wetland.

15.0 PARKS (RPC #8, 9, 18, 28, 29)

GOAL: Provide adequate active and passive recreational facilities and opportunities for project and other Ormond Beach and Volusia County residents.

15.1 Unavoidable losses of viable wetlands shall be mitigated through restoration of wetlands, creation of wetlands or preservation of functional wetlands, and/or uplands adjacent

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to wetlands, within the same watershed and in accordance with adopted rules and policies of the City of Ormond Beach and the St. Johns River Water Management District. Wetlands to be created or uplands to be retained as mitigation, shall, to the greatest practical extent, be located coterminously with one or more major habitat areas to be preserved so as to provide a continuity or expansion of natural habitat areas. Detention ponds, preservation of viable on-site wetlands, lakes or open water areas shall not be acceptable for wetland mitigation. However, the restoration of severely stressed wetlands and littoral zones created around detention ponds and lakes may qualify as newly created wetlands for mitigation purposes. The wildlife corridor and other specific preservation areas already defined by the PDA shall not be eligible for inclusion toward Upland Mitigation Credit for wetland impacts. Any approved upland mitigation credits shall apply to non-preservation uplands not previously specified at a minimum ratio of 4:1 (4 acres of upland preserved for one acre of wetlands impacted). Such areas shall be deed restricted and conveyed in perpetuity to an HOA or appropriate public agency.

15.2 In addition to the requirements of Condition 3.5, the on-site wetlands systems of Hull Swamp and its associated upland wildlife corridor and buffers, the Hull Swamp canal, and the Little Tomoka River and its associated buffer, shall be regarded as preservation areas for the purpose of protecting their natural attributes. These areas may be used for minor walkways and their appurtenances or for the road crossings of the canal. Other

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construction, vegetation removal, fencing, mowing or development activities which would reduce the effectiveness or character of these buffers shall not be allowed. These areas are identified in the Conceptual Development Plan attached hereto as Exhibit C. The portions in Ormond Beach may be conveyed in perpetuity to an appropriate public agency or to an HOA, provided that there is a conservation easement that would enable the City to enforce covenants and restrictions. Any Association formed to preserve, maintain and supervise the wetlands on-site shall only be empowered to the extent of the conditions of approval of the development order and shall work cooperatively with all public agencies. In the event of any conflict between this Condition, or Condition 15.3, and Condition 3.5, the provisions of Condition 3.5 shall control.

15.3 An upland buffer of native vegetation averaging 100' wide but no less than 50' wide shall be retained landward of the wetland jurisdictional line on both sides of the Little Tomoka River. Use of these buffers shall be limited to nature trails and other passive recreation uses and components of the stormwater management system and the portions of these areas in Ormond Beach shall be conveyed to a public agency or HOA as described in Condition 15.1 above. The use of pesticides, herbicides, or fertilizers shall be prohibited in these buffers and the wetlands they protect.

15.4 To assist in providing for the recreational needs of the project's residents, the Applicant shall participate on a

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fair share basis in any mechanism (including impact fees) adopted by Flagler County, Volusia County, and/or the City of Ormond Beach to upgrade their community and urban district park system.

15.5 The Applicant will provide water and sewer service to the boundary of each park or other public facility at a point to be determined by the City of Ormond Beach.

15.6 Sidewalks, bike paths, nature trails or other means of pedestrian access, separated from driving lanes, shall be provided throughout the project for access to school and park sites.

15.7 The minimum distance between the edge of each stormwater retention/detention pond and adjacent wetlands shall be 200 feet, unless the St. Johns River Water Management District accepts tests, calculations or other information furnished by the Applicant through the District's permitting process which clearly demonstrates that deviation from the 200 foot distance would not degrade the wetlands in any way. This buffer shall be landscaped with hardwood trees where possible.

15.8 The on-site wetlands system, other conservation tracts, and on/off-site mitigation areas shall be regarded as preservation areas for the purpose of protecting their natural attributes and shall have developmental uses prohibited, except as permitted herein, and these areas shall be conveyed as noted above. Dedication and conveyance of wetlands shall occur at the time the applicant determines the legal description for those areas, but prior to construction in areas adjacent to those areas.

[END OF EXHIBIT B]

RE:432

EXHIBIT "B-B"

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VOLusia CO., FL

STATE OF FLORIDA
DIVISION OF ADMINISTRATIVE HEARINGS

FLORIDA-GEORGIA VENTURE GROUP,

Petitioner,

vs.

CASE NO. 90-3409DRI

CITY OF ORMOND BEACH,

Respondent,

and

EAST CENTRAL FLORIDA REGIONAL
PLANNING COUNCIL, FLORIDA
AUDUBON SOCIETY, CITIZENS OF
ORMOND BEACH, INC. and THE
DEPARTMENT OF COMMUNITY AFFAIRS

Intervenors.

NORTHEAST FLORIDA REGIONAL
PLANNING COUNCIL and THE
DEPARTMENT OF COMMUNITY AFFAIRS,

Petitioners,

vs.

CASE NO. 90-3410DRI

FLAGLER COUNTY COMMISSION and
FLORIDA-GEORGIA VENTURE GROUP,

Respondents,

and

FLORIDA AUDUBON SOCIETY and
ANNIE JOHNSON AND THE FLAGLER
CITIZENS FOR AFFORDABLE
HOUSING,

Intervenors.

JOINT STIPULATION OF THE FLORIDA AUDUBON SOCIETY, FLORIDA
GEORGIA VENTURE GROUP, FLAGLER COUNTY, AND CITY OF ORMOND BEACH

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Intervenor, Florida Audubon Society, and Petitioner/Respondent Florida Georgia Venture Group, Flagler County, and the City of Ormond Beach hereby stipulate that the entry of a Recommended Order in this proceeding approving the development of regional impact applications of Florida Georgia Venture Group in both the City of Ormond Beach and Flagler County would satisfactorily resolve issues concerning wetlands, wildlife habitat, and endangered species, provided that:

1. The developer removes from development and agrees to convey the lands identified as parcels "A" and "B" on Exhibit A an undivided one half interest in parcels "A" and "B" to the St. Johns River Water Management District and an undivided one half interest to Flagler County for those portions of parcels "A" and "B" located within Flagler County, and an undivided one half interest to the City of Ormond Beach for those portions of Parcels "A" and "B" located within the City of Ormond Beach, subject to the following:

(a) Conveyance of Parcel A shall be by Fee Simple Warranty Deed.

(b) Conveyance of Parcel B shall be by Fee Simple Warranty Deed, reserving to the grantor and its heirs, successors and assigns certain specified timber interests, equestrian use rights, and hunting interests, as further specified below.

2. The above conveyances shall be subject to the following specific deed restrictions:

(a) The use and management of the lands conveyed shall be exclusively for the maintenance, preservation, and restoration of the native upland and wetland ecosystems historically existent on the property and use for compatible environmental education activities and passive recreational activities. No use for any purpose other than those specified above shall be permitted. Any development activities, waste disposal, excavation,

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(filling, well drilling, construction, (other than the excavation and filling necessary to restore the natural hydroperiod of the area and limited construction of environmental education facilities such as nature trails and boardwalks) shall be strictly prohibited. Passive Recreation, as used herein shall mean hiking, birdwatching, nature study, fishing, and like activities that do not require the construction of facilities otherwise prohibited by the conservation easement. The use, or possession of off road vehicles, such as all terrain motorcycles, swamp or dune buggies by members of the public will be strictly prohibited on the property. Hunting shall be prohibited, except as specified in Paragraph 5 below. The Florida Audubon Society, a Florida non-profit corporation, shall have standing to enforce the provisions of these deed restrictions, and said fact shall be incorporated in the conveyance of the property in parcels "A" and "B" as provided in Paragraph 1 of this stipulation.

(3. Florida Georgia Venture Group agrees to conduct, as may be permitted by the future owners of the property as specified in paragraph (1) above, and at its expense with regard to the use of manpower and equipment, certain environmental restoration activities necessary to reestablish a more natural hydroperiod in parcels "A" and "B" above. The objective of this restoration shall be the elimination of drainage provided by all of the ditches that have been constructed through parcels "A" and "B" as described above. This program will include installation of water control structures in existing ditches, including, without limitation the Hull Cypress Swamp Ditch, so that the current overdrainage of the area is reversed. Within 6 months of the final action by the Land and Water Adjudicatory Commission on this appeal, or within 6 months of the issuance of a Development Order by the City of Ormond Beach or Flagler County for

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the Hunters Ridge Project, or any portion thereof, (whichever occurs later) Florida Georgia shall complete, in cooperation with the St. Johns River Water Management District, and as may be permitted by the future owners of the property as specified in Paragraph 1 above, a plan for the restoration of the natural hydroperiod in the above described area. Within one year subsequent to the completion of this plan, the construction elements of the plan shall be completed by Florida Georgia, in cooperation with the St. Johns River Water Management District as may be permitted by the future property owners as specified in Paragraph 1 above. Florida Georgia agrees that it will provide at its own expense, manpower and earthmoving machinery to plug ditches, breach levees or fill berms, and all other physical earth moving work necessary to implement the restoration plan developed in conjunction with the St. Johns River Water Management District. This plan, generally, shall:

(a) Provide for the plugging, or installation of water control structures in the Hull Cypress Swamp Ditch, to restore the hydroperiod of the Hull Cypress Swamp.

(b) Provide for gaps in the fill berm along the Hull Cypress Swamp Ditch to reflood the wetland strand that exists parallel to the ditch, and divert the flow of the ditch through the wetland area in the strand adjacent to the ditch.

(c) Plug, or install water control structures in all other manmade canals or ditches on the property as may be necessary to restore the historical hydroperiod.

Any delay in the authorization of work to restore the hydroperiod beyond the time frames specified above that may be occasioned by the future landowners, environmental permitting requirements, or other unforeseen

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events shall not relieve Florida Georgia of the obligation to provide manpower and earthmoving equipment to conduct the work specified above.

4. The timber interests retained by Florida Georgia and its heirs, successors and assigns in Parcel "B" shall be for limited silvicultural purposes relative to the harvest of pine trees. It is anticipated, and Florida Georgia agrees, that the hydroperiod restoration required under this stipulation will result in major portions of Parcel "B" undergoing transition to a wetland state that will no longer facilitate the cultivation and harvest of pine. Florida Georgia may continue to exercise pine timber management and harvest on the property once the natural hydroperiod is restored, under a plan acceptable to the St. Johns River Water Management District, Flagler County, and the City of Ormond Beach which is designed to limit pine silvicultural practices to only those compatible with the restored hydroperiod of the area, and which provide a maximization of wildlife benefits, as determined by the St. Johns River Water Management District.

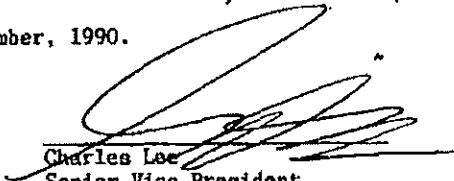
5. Florida Georgia, its heirs, successors and assigns shall retain the right to (in a manner approved by the St. Johns River Water Management District), to conduct equestrian activities on the lands conveyed to the district. The hunting rights to the property shall be retained by Florida Georgia, its heirs, successors, and assigns, for deer and feral hogs only.

6. Florida Georgia and its heirs, successors and assigns shall be entitled to claim "Mitigation Credits" for the hydroperiod restoration work required by Paragraph 3 above to offset any mitigation requirement arising from the construction of the Hunters Ridge Development, including both those phases authorized by the development orders issued as a result of this proceeding, and any future substantial deviation that is specified in

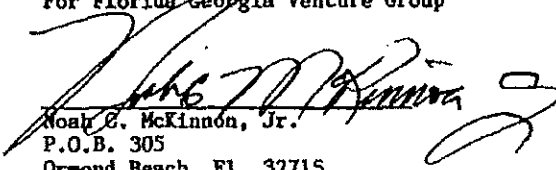
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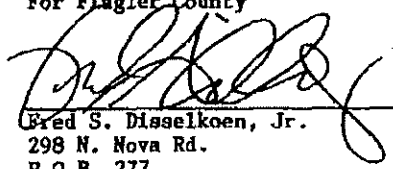
this proceeding. Said mitigation credits shall be available to Florida Georgia provided that such credits are acceptable to the various state and federal regulatory agencies that are not parties to this proceeding. Said credits shall only be applicable on an acre per acre basis within the City of Ormond Beach, and Flagler County, respectively, as to future approvals of substantial deviations, and credits obtained within the jurisdiction of one local government shall not transfer to the other, unless otherwise provided by law.

Dated this 6th day of December, 1990.


Charles Lee
Senior Vice President
Florida Audubon Society
1101 Audubon Way
Maitland, Fl. 32751
(305) 647-2615


J. Doyle Tumbleson
Kinsey Vincent Pyle Professional
Association
150 S. Palmetto Ave.
Daytona Beach, Fl. 32114
For Florida Georgia Venture Group

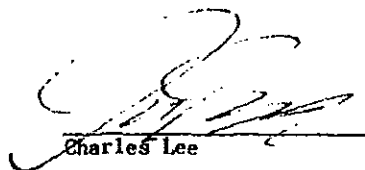

Noah C. McKinnon, Jr.
P.O.B. 305
Ormond Beach, Fl. 32715
For Flagler County


Fred S. Disselkoen, Jr.
298 N. Nova Rd.
P.O.B. 277
Ormond Beach, Fl. 32175
For City of Ormond Beach

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VOLUSIA CO., FL

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy of the foregoing has been provided by U.S. Mail to the following this 6th day of December, 1990: J. Doyle Tumbleson, 150 S. Palmetto Ave. BOX A, Daytona Beach, Fl. 32114; Fred S. Disselkoen, Jr. City of Ormond Beach, POB 277, Ormond Beach, Fl. 32175-0277; Gerald S. Livingston, P.O.B. 2151, Orlando, Fl. 32802; Timothy Keyser, POB 92, Interlachen, Fl. 32148; Jonathan Hewett, Central Florida Legal Services, 216 S. 6th St. Palatka, Fl. 32177; Julia Johnson, David Russ, David Jordan, and Steven Pfeiffer, Office of General Counsel, Department of Community Affairs, 2740 Centerview Dr. Tallahassee, Fl. 32399-2100; Linda Loomis Shelley, 902 North Gadsden St. Tallahassee, Fl. 32303; and Noah McKinnon, 595 West Granada Blvd. Ormond Beach, Fl. 32075


Charles Lee

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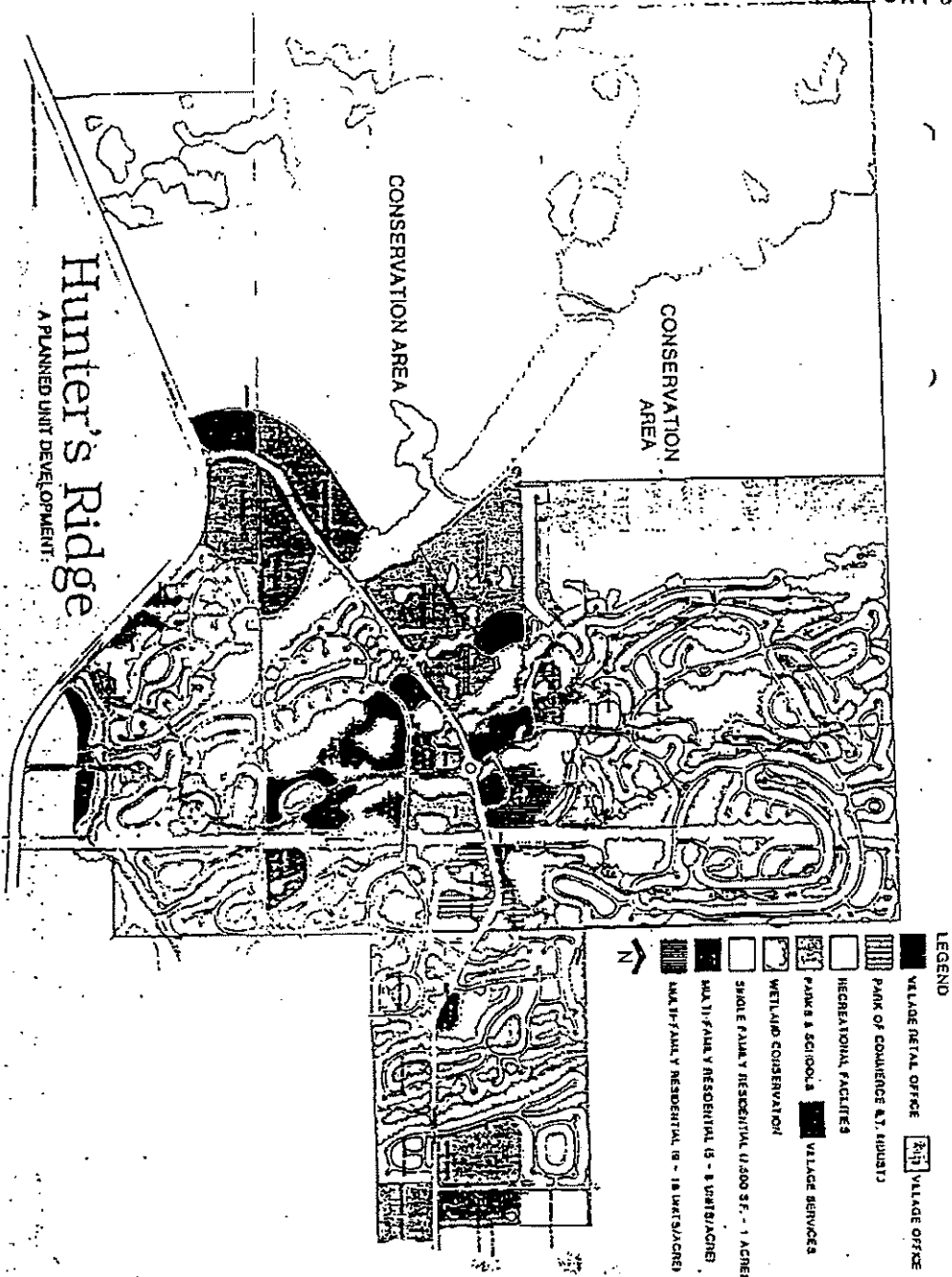


EXHIBIT "C"

Hunter's Ridge

A PLANNED UNIT DEVELOPMENT
DEVELOPMENT PHASING MAP

CONSERVATION AREA

CONSERVATION

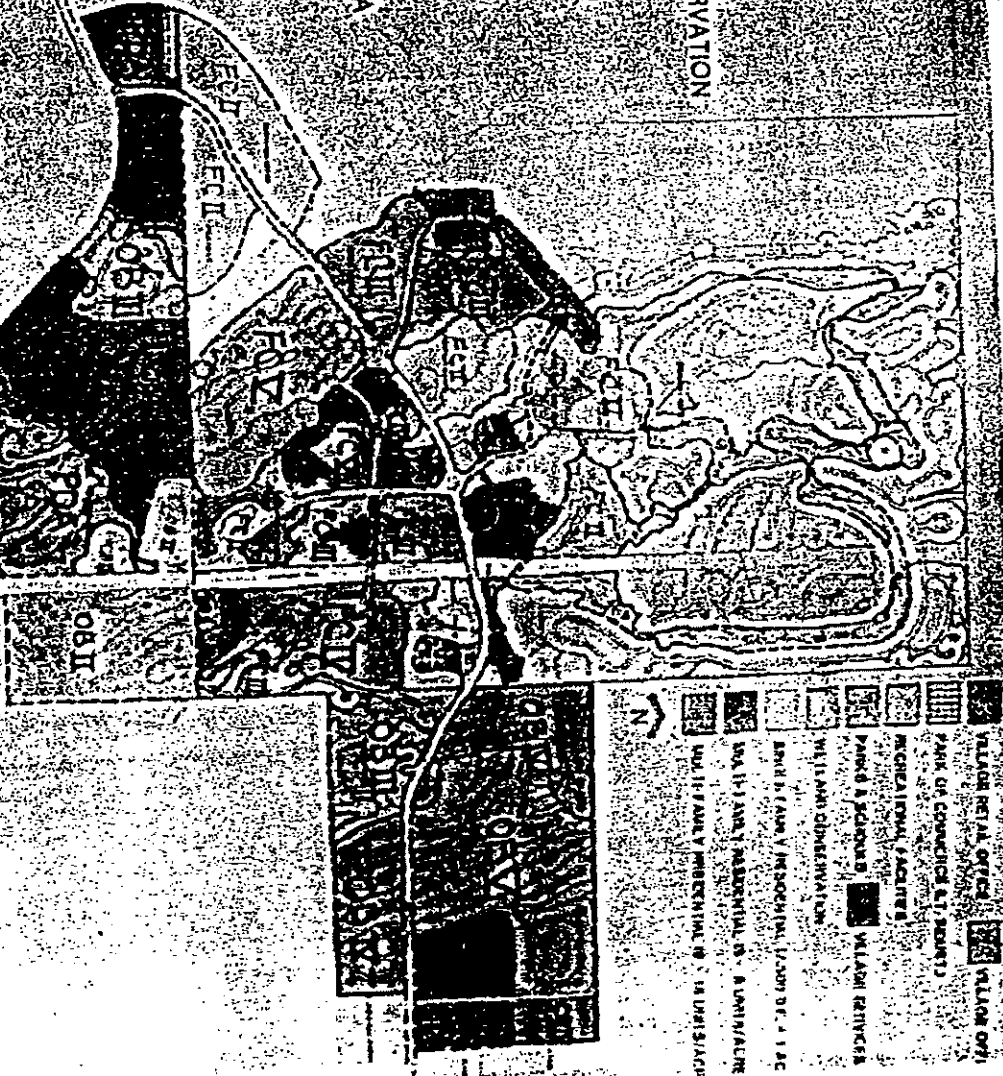


EXHIBIT "D"

LAND USE - HUNTER'S RIDGE

LAND USE	ORMOND BEACH	FLAGLER COUNTY	COMBINED TOTALS	%
Village Retail Office	0.00	11.61	11.61	0.42%
Village Office	0.00	5.71	5.71	0.21%
Light Industrial	0.00	16.68	16.68	0.60%
Village Services/Recreational	192.00	197.18	389.18	14.05%
Parks & Schools	30.61	90.89	121.50	4.39%
Multi-Family Residential (with Upland Buffer)	14.51	64.52	79.03	2.85%
Wetlands	174.54	259.34	433.88	15.66%
Roads, Drainage, Retention	110.95	146.92	257.87	9.31%
Lakes	28.65	52.90	81.55	2.94%
Golf Course	0.00	130.00	130.00	4.69%
FP&L Essement	17.32	57.25	74.57	2.69%
Single Family Residential (with Upland Buffer)	341.42	827.61	1,169.03	42.19%
TOTAL ACREAGE	910.00	1,860.62	2,770.62	100.00%

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LAND USE	ORIGINAL	REVISED	CHANGED	%
Village Retail/Office	25.20	11.61	-23.59	-67.02%
Village Office	41.20	5.71	-35.49	-86.14%
Light Industrial	30.00	16.68	-14.12	-47.04%
Village Services/Recreational	164.00	389.18	225.18	137.30%
Parks & Schools	144.50	121.50	-23.00	-15.92%
Multi-Family Residential w/o Upland Buffers	191.00	44.03	-126.97	-66.40%
Single Family Residential w/o Upland Buffers	1,717.00	984.05	-732.95	-42.69%
Upland Buffers	644.00	199.98	-444.02	-68.93%
Wetlands	1,416.00	433.88	-982.12	-69.36%
Roads, Drainage, Golf Course, Retention, etc.	653.30	544.00	-109.30	-16.73%
TOTAL ACREAGE	3,037.00	2,770.62	-2,266.38	-44.99%

USE	EMPLOYMENT ESTIMATES*			
	ACRES	SQ. FT.	KSF	EMPLOYEES
Village Retail/Office (40% Office)	4.64	64,960	4/KSF	260
Village Retail/Office (60% Retail)	6.97	97,580	2.5/KSF	244
Village Office	5.71	79,940	4/KSF	320
Light Industrial/Office Warehouse	16.68	233,520	1.8/KSF	420
Golf & Tennis Club	N/A	N/A	AVERAGES	60
TOTAL EMPLOYEES				1,304

UNIT TYPE	FAMILY SIZE	DWELLING UNITS		POPULATION TOTALS
		ORMOND	FLAGLER	
Single Family	2.95	932	1237	6398
Multi-Family:				
(a) Townhouses & Villas	2.7	90	245	797
(b) Apartments & Condos	2.1	0	220	462
TOTALS		992	1702	7657
GROSS DWELLING UNITS PER ACRE		1.09	0.91	AVG. .97 DUA

*Employment Estimates are Based on the Following Sources:

ITE Trip Generation, 4th Edition

1. Village Office (40% of Village Retail/Office)
14,000 Square Feet of Building per Acre
4 Employees per KSF
2. Village Retail (60% of Village Retail/Office)
10,000 Square Feet of Building per Acre
2.5 Employees per KSF
3. Village Office
14,000 Square Feet of Building per Acre
4 Employees per KSF
4. Light Industrial/Office Warehouse
14,000 Square Feet of Building per Acre
1.8 Employees per KSF

NOTE: Substantial Deviation Land Area in Flagler County is 1004 Acres with 949 Dwelling Units or a gross density of .945 Dwelling Units per Acre.

EXHIBIT "E"

DEVELOPMENT SCHEDULE 12/2/90

ORMOND BEACH			FLASHER COUNTY		
YEAR	PHASE	DESCRIPTION	YEAR	PHASE	DESCRIPTION
Present	PDA	108 Single Family Dwelling Units Deed: Airport Road R.D.V. Deed: Regional Water and Water Plant Sites Deed: Esplanade (Hudson Valley Field)	Present	PDA	Deed: Airport Road R.D.V.
1 AND 2	OB-I	133 Single Family Dwelling Units Deed: City Res. Park Site St. Rd. 40 Deed: Middle School Site			
3 AND 4	OB-II	133 Single Family Dwelling Units Deed: City Res. Park Site St. Rd. 40 Deed: Middle School Site Deed: Safety Site-Airport Rd. Start Equestrian Center Church Site-St. Rd. 40	3 and 4	FC-II	100 Multi-Family Dwelling Units Construct Main Blvd to Airport Rd. Construct Airport Rd. from Elm. School East to City of D B Light Industry 30,000 Square Feet Deed: Middle School Site Deed Public Safety Site Construct 4 Tennis Courts Village Center (15,000 Sq. Ft.) Start Clearing Golf Course
5	OB-III	146 Single Family Dwelling Units 30 Multi-Family Dwelling Units	5	FC-III	Complete Golf Course Deed: Recreation Park Light Industry 25,000 Square Feet Dog Care Facility Deed Middle School Site Complete Airport Rd. to St. Rd. 40 Deed Maintenance Yard Site Deed Regional Park Site 89 Single Family Dwelling Units 30 Multi-Family Dwelling Units Village Center Office 15,000 Sq. Ft.
6 and 7	OB-IV	200 Single Family Dwelling Units Deed City Recreation Park	6 and 7	FC-IV	Light Industry 25,000 Square Feet 100 Single Family Dwelling Units Church Site Complete Tennis Club Library Village Office 20,000 Square Feet
8 and 9	OB-V	170 Single Family Dwelling Units	8 and 9	FC-V	Light Industry 25,000 Square Feet 164 Single Family Dwelling Units 55 Multi-Family Dwelling Units
			10	FC-VI	120 Multi-Family Dwelling Units 28 Single Family Dwelling Units Village Office 20,000 Sq. Ft. Village Center Office 20,000 Sq. Ft. Light Industry 25,000 Square Feet
			11	FC-VII	60 Multi-Family Dwelling Units Light Industry 25,000 Square Feet Village Office 20,000 Square Feet
IMMEDIATE DEVIATION REQUEST IS REQUIRED FOR FUTURE PHASES					
			12	FC-VIII	Light Industry 30,000 Square Feet 100 Multi-Family Dwelling Units Village Office 20,000 Square Feet 100 Single Family Dwelling Units
			13	FC-IX	Village Center Retail 22,500 Sq. Ft. Light Industry 25,000 Square Feet Village Center Office 25,000 Sq. Ft. 250 Single Family Dwelling Units
			14	FC-X	250 Single Family Dwelling Units Village Office 15,000 Square Feet
			15	FC-XI	199 Single Family Dwelling Units

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VOLUSIA CO., FL

124630

EXHIBIT "F"

3739 1898
VOLUNTARY CO., FL

RESOLUTION NO. 92 - 68

A RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A FIRST AMENDMENT TO THE DEVELOPMENT ORDER FOR THE "HUNTER'S RIDGE" DEVELOPMENT OF REGIONAL IMPACT; SETTING FORTH AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA:

SECTION ONE. That the City Commission of the City of Ormond Beach, Florida, hereby approves that First Amendment to Amended Final Order, a copy of which is attached hereto and incorporated herein by reference, and hereby further authorizes the Mayor and the City Clerk to execute and issue the same.

SECTION TWO. That this Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED, this 7th day of April, 1992.

Nicholas A. Fortunato
NICHOLAS A. FORTUNATO
Mayor

ATTEST:

Marian A. Maxwell
MARIAN A. MAXWELL
City Clerk

050745
RECORDED FOR RECORD
RECORD VERIFIED

52 APR 23 11:23:33
OFFICE OF THE CLERK
OF THE CIRCUIT
JUDICIAL CIRCUIT
IN AND FOR VOLusia COUNTY, FL.

3739 1899
VOLUSIA CO., FL

BEFORE THE
CITY COMMISSION
OF THE
CITY OF ORMOND BEACH, FLORIDA

IN RE: "Hunter's Ridge"
Development of Regional Impact

FIRST AMENDMENT TO
AMENDED FINAL ORDER

This matter having come on for hearing before the City Commission of the City of Ormond Beach, Florida, upon the request by the Developer, FLORIDA-GEORGIA VENTURE GROUP, for approval of a proposed change to that Amended Final Order heretofore entered by the Florida Land and Water Adjudicatory Commission, the City Commission finds as follows:

1. That, on May 28, 1991, the Florida Land and Water Adjudicatory Commission adopted an Amended Final Order granting the Application for Development Approval for the "Hunter's Ridge" development of regional impact.
2. That a "Notice of Adoption of Development Order Pursuant to Florida Statutes Section 380.06(15)(f)" was recorded by the Florida-Georgia Venture Group on October 1, 1991, in Official Records Book 3696 at Pages 1640 through 1745, inclusive, of the Public Records of Volusia County, Florida.
3. That, in accordance with Section 380.06(19)(f), Florida Statutes (1991), and Rule 9J-2.010(1)(h), Florida Administrative Code, the FLORIDA-GEORGIA VENTURE GROUP did submit simultaneously to the City, to Flagler County, to the East Central Florida Regional Planning Council, to the Northeast Florida Regional

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VOLusia CO., FL

Planning Council, and to the Florida Department of Community Affairs, a request for approval of proposed changes to the said Amended Final Order.

4. That the FLORIDA-GEORGIA VENTURE GROUP has asserted that the proposed changes do not create a substantial deviation requiring further development of regional impact review.

5. That the City has given the required notice and scheduled and conducted a public hearing to consider the proposed changes.

6. That the East Central Florida Regional Planning Council has expressed the opinion "that the changes proposed do not result in an automatic substantial deviation determination pursuant to the threshold criteria of section 380.06(19)(b), Florida Statutes, nor is it expected that it will cause new or increased impacts to regional resources or facilities when considered independently or cumulatively with prior project changes," and has recommended against submitting the proposed changes for additional regional review by the Council.

7. That after giving consideration to the provisions of paragraphs (a) and (e) of Section 380.06(19), Florida Statutes (1991), the thresholds set forth in paragraph (b) of Section 380.06(19), Florida Statutes (1991), and the presumptions set forth in paragraphs (c) and (d) and subparagraphs (e)(1) and (e)(3) of Section 380.06(19), Florida Statutes (1991), the City Commission determines that the proposed changes do not require further

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VOLUSIA CO., FL

development of regional impact review.

Whereupon and in consideration thereof, it is ORDERED:

A. That Subparagraph 3.7 of the Special Conditions incorporated into the said Amended Final Order be and the same is hereby amended to read as follows:

3.7 In addition to the requirements of Condition 3.5, the on-site wetlands systems of Hull Swamp and its associated upland wildlife corridor and buffers, the Hull Swamp canal, and the Little Tomoka River and its associated buffer, shall be regarded as preservation areas for the purpose of protecting their natural attributes. These areas may be used for minor walkways and their appurtenances or for the road crossings of the canal. Other construction, vegetation removal, fencing, mowing or development activities which would reduce the effectiveness or character of these buffers shall not be allowed. These areas are identified in the revised Conceptual Development Plan attached hereto as Exhibit "C" Revised. The portions in Ormond Beach may be conveyed in perpetuity to an appropriate public agency or to an HOA, that there is a conservation easement that would enable the City to enforce covenants and restrictions. Any Association formed to preserve, maintain and supervise the wetlands on-site shall only be empowered to the extent of the conditions of approval of the development order and shall work cooperatively with all public agencies. In the event of any conflict between this Condition, or Condition 3.8, and Condition 3.5, the provisions of Condition 3.5 shall control.

3739 1902
VOLusia, CO., FL

B. That Subparagraph 11.14 of the Special Conditions incorporated into the said Amended Final Order be and the same is hereby amended to read as follows:

11.14 In addition to the regional transportation conditions set forth in the preceding paragraphs, the following conditions shall be observed prior to the recording of any plats or requesting any development approvals in Ormond Beach, other than for public improvements and infrastructure for the project phases described in the attached Exhibits "D" Revised, dated December 1, 1991 and Exhibit "F" Revised, dated December 1, 1991.

C. That Subparagraph 12.1(E) of the Special Conditions incorporated into the said Amended Final Order be and the same is hereby amended to read as follows:

E. The revised conceptual development plan dated December 1, 1991, hereby is incorporated as Exhibit "C" Revised and shall be generally adhered to with regard to land uses and road patterns.

D. That Subparagraph 12.1(F) of the Special Conditions incorporated into the said Amended Final Order be and the same is hereby amended to read as follows:

F. The revised phasing map dated December 1, 1991, hereby is incorporated as Exhibit "D Revised" and, along with Exhibit "F" Revised dated December 1, 1991 shall be generally adhered to with regard to phasing of the project.

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VOLUNT. CO., FL

E. That Subparagraph 12.1(G) of the Special Conditions incorporated into the said Amended Final Order be and the same is hereby amended to read as follows:

G. The revised table of land uses dated December 1, 1991, hereby is incorporated as Exhibit "E" Revised and shall be generally adhered to with regard to land use designation, numbers of dwelling units and density.

F. That Subparagraph 12.1(H) of the Special Conditions incorporated into the said Amended Final Order be and the same is hereby amended to read as follows:

H. The revised development phasing schedule dated December 1, 1991, hereby is incorporated as Exhibit "F" Revised and along with Exhibit "D" Revised shall be generally adhered to with regard to phasing of the project. The phasing schedule in the City may be altered without a substantial deviation review pursuant to Section 380.06(19), Florida Statutes, if the Applicant and the City agreed to the revised phasing proposal.

G. That Subparagraph 12.2 of the Special Conditions incorporated into the said Amended Final Order be and the same is hereby amended to read as follows:

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12.2 The Ormond Beach portion of the project shall consist of no more than a total of 932 single family units and 50 multi-family units including but not limited to patio, cluster or town house units. Any deviation from the number of residential lots or their locations, which deviation results in larger lot sizes and lower densities shall be permitted. Areas generally depicted on Exhibit "C" Revised as single family residential may be developed to include patio or cluster type lots ("zero-lot-line" lots) provided there is no increase in overall density. However, changes resulting in smaller lot sizes or higher densities shall require an amendment to this development order in accordance with applicable law.

H. That Subparagraph 12.12 of the Special Conditions incorporated into the said Amended Final Order be and the same is hereby amended to read as follows:

12.12 Application for approval shall be filed in accordance with the Planned Residential ~~UNIX~~ Development (PRD) (~~PWD~~) procedures provided by the City's land development regulations, currently located in Section 10.04 ~~700.00/1/RFS~~ ~~Residential/Suburban District~~ of the City's Land Development Code ~~zoning/ordinance~~. The PRD ~~PWD~~ shall be of such size and shape as to be essentially freestanding with regard to traffic circulation and emergency access; utilities, recreation and open space; drainage, detention and retention; other public and HOA infrastructure and proximity to existing development and infrastructure. The limits of the PRD ~~PWD~~ shall generally not exceed the limits of any development phase as identified on Exhibit "C" Revised hereto. PRD ~~PWD~~ submittals may be accompanied by one or more preliminary plats, each freestanding with regard to the above criteria and containing no more than 250 units.

I. That Subparagraph 13.12 of the Special Conditions

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VOLusia CO., FL

incorporated into the said Amended Final Order be and the same is hereby amended to read as follows:

13.12 The City shall reconvey to the Applicant the lands heretofore conveyed to it for use as a water treatment plant site and for that portion of Airport Road south of the Flagler County Line, in exchange for the Applicant's conveyance of the relocated water treatment plant site and the relocated said portion of Airport Road, as shown on the revised conceptual development plan (Exhibit "C" Revised) dated December 1, 1991.

J. That Subparagraph 14.1(E) of the Special Conditions incorporated into the said Amended Final Order be and the same is hereby amended to read as follows:

E. The revised conceptual development plan dated December 1, 1991, hereby is incorporated as Exhibit "C" Revised and shall be generally adhered to with regard to land uses and road patterns.

K. That Subparagraph 14.1(F) of the Special Conditions incorporated into the said Amended Final Order be and the same is hereby amended to read as follows:

F. The revised phasing map dated December 1, 1991, hereby is incorporated as Exhibit "D" Revised and, along with Exhibit "F" Revised dated December 1, 1991, shall be generally adhered to with regard to phasing of the project.

L. That Subparagraph 14.1(G) of the Special Conditions incorporated into the said Amended Final Order be and the same is

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hereby amended to read as follows:

G. The revised table of land uses dated December 1, 1991, hereby is incorporated as Exhibit "E" Revised and shall generally adhered to with regard to land use designations, numbers of dwelling units and density.

M. That Subparagraph 14.1(H) of the Special Conditions incorporated into the said Amended Final Order be and the same is hereby amended to read as follows:

H. The revised development phasing schedule dated December 1, 1991, hereby is incorporated as Exhibit "F" Revised and along with Exhibit "D" Revised dated December 1, 1991, shall be generally adhered to with regard to phasing of the project.

N. That Subparagraph 14.2 of the Special Conditions incorporated into the said Amended Final Order be and the same is hereby amended to read as follows:

14.2 The Ormond Beach portion of the project shall consist of no more than a total of 932 single family units, 50 multi-family units including, but not limited to patio, cluster or town house units. Any deviation from the number of residential lots or their locations, which deviation results in larger lot sizes and lower densities shall be permitted. Areas generally depicted on Exhibit "C" Revised as single family residential, may be developed to include patio or cluster type lots ("zero-lot-line" lots) provided there is no increase in overall density. However, changes resulting in smaller lots sizes or higher densities shall require an amendment to this development order in accordance with applicable law

PAGE
1759 1907
POLK CO., FL

O. That Subparagraph 15.2 of the Special Conditions incorporated into the said Amended Final Order be and the same is hereby amended to read as follows:

15.2 In addition to the requirements of Condition 3.5, the on-site wetlands systems of Hull Swamp and its associated upland wildlife corridor and buffers, the Hull Swamp canal, and the Little Tomoko River and its associated buffer, shall be regarded as preservation areas for the purpose of protecting their natural attributes. These areas may be used for minor walkways and their appurtenances or for the road crossings of the canal. Other construction, vegetation removal, fencing, mowing or development activities which would reduce the effectiveness or character of these buffers shall not be allowed. These areas are identified in the Revised Conceptual Development Plan attached hereto as Exhibit "C" Revised. The portions in Ormond Beach may be conveyed in perpetuity to an appropriate public agency or to an HOA, provided that there is a conservation easement that would enable the City to enforce covenants and restrictions. Any Association formed to preserve, maintain and supervise the wetlands on-site shall only be empowered to the extent of the conditions of approval of the development order and shall work cooperatively with all public agencies. In the event of any conflict between this Condition, or Condition 15.3, and Condition 3.5, the provisions of Condition 3.5 shall control.

P. That Exhibit C to the Special Conditions incorporated into the said Amended Final Order be and the same is hereby deleted and replaced with Exhibit C Revised, a copy being attached hereto and incorporated herein by reference.

Q. That Exhibit D to the Special Conditions incorporated into the said Amended Final Order be and the same is hereby deleted and replaced with Exhibit D Revised, a copy being attached hereto

3739 1908
VOLUSIA CO., FL

and incorporated herein by reference.

R. That Exhibit E to the Special Conditions incorporated into the said Amended Final Order be and the same is hereby deleted and replaced with Exhibit E Revised, Dated December 1, 1991, a copy being attached hereto and incorporated herein by reference.

S. That Exhibit F to the Special Conditions incorporated into the said Amended Final Order be and the same is hereby deleted and replaced with Exhibit F Revised, Dated December 1, 1991, a copy being attached hereto and incorporated herein by reference.

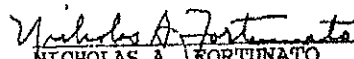
T. That the final design for the cluster neighborhood shall address the impact of having a through street providing access to the new church site, recreational facilities and Airport Road, with the through street being designed to City standards for the average daily traffic projected to utilize such street.

U. That, except as otherwise amended hereby, the said Amended Final Order be and the same is hereby ratified and confirmed.

V. That the Developer, FLORIDA-GEORGIA VENTURE GROUP, shall forthwith, and at its expense, record in the public records of Volusia County, Florida, the Notice required by Section 380.06(15)(f), Florida Statutes (1991).

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VOLusia CO., FL

ORDERED in Chambers at the Ormond Beach City Hall this the
7th day of April, 1992.

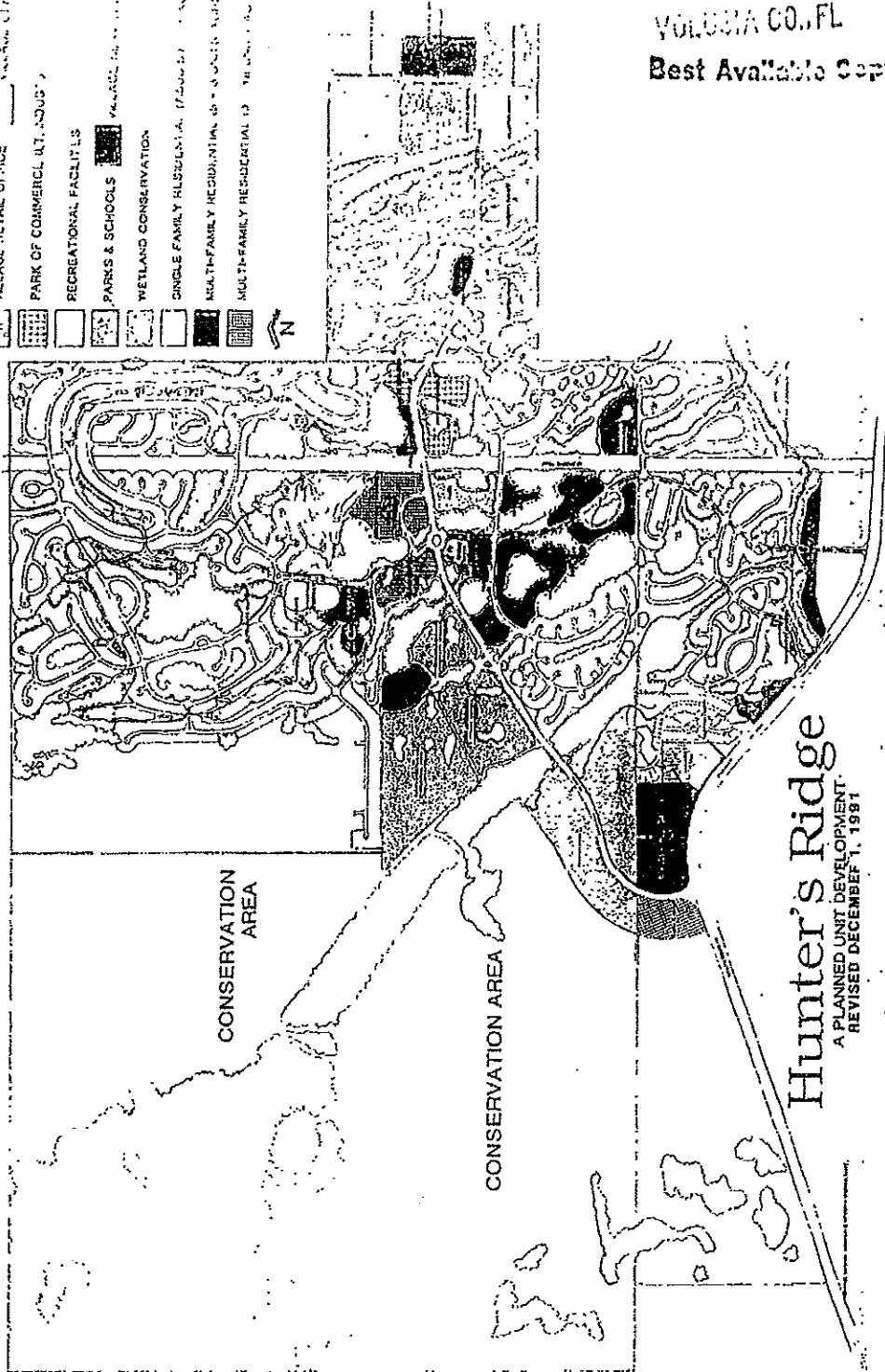

NICHOLAS A. FORTUNATO
Mayor

ATTEST:


MARIAN A. MAXWELL
City Clerk

EXHIBIT "C" *Revised*

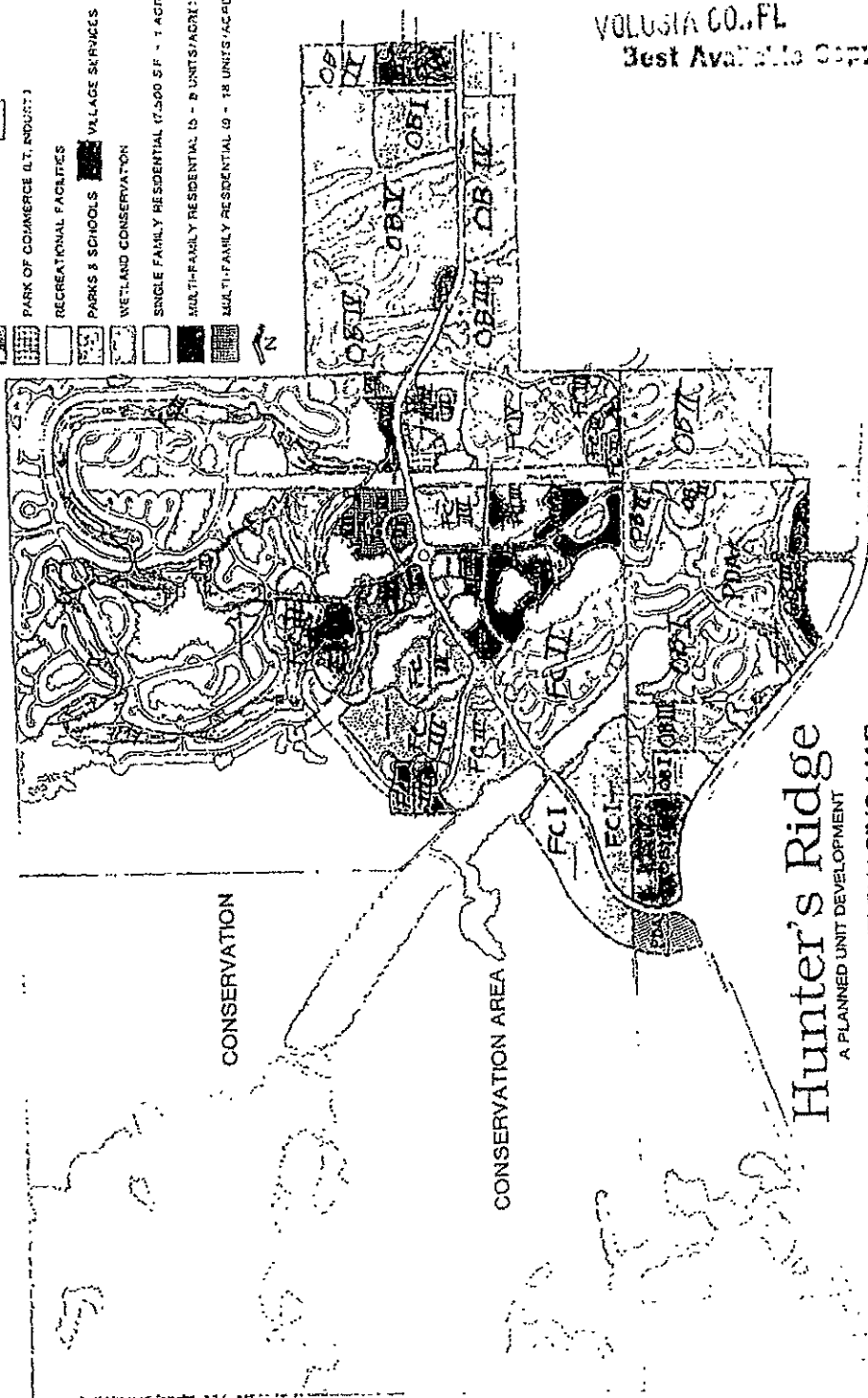
- LEGEND
- VILLAGE RETAIL OFFICE
 - PARK OF COMMERCIAL RT. ADJUS.
 - RECREATIONAL FACILITIES
 - PARKS & SCHOOLS
 - WETLAND CONSERVATION
 - SINGLE FAMILY RESIDENTIAL (1/2 ACRE)
 - MULTI-FAMILY RESIDENTIAL (5 - 9 UNITS)
 - MULTI-FAMILY RESIDENTIAL (10 - 19 UNITS)



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VOLusia CO., FL
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EXHIBIT "D" *Runsco*
LEGEND

- VILLAGE RETAIL OFFICE
- VILLAGE OFFICE
- PARK OF COMMERCE (LT, INDUSTRY)
- RECREATIONAL FACILITIES
- PARKS & SCHOOLS
- VILLAGE SERVICES
- WETLAND CONSERVATION
- SINGLE FAMILY RESIDENTIAL (7,500 SF - 1 ACRE)
- MULTI-FAMILY RESIDENTIAL (5 - 9 UNITS/ACRE)
- MULTI-FAMILY RESIDENTIAL (10 - 18 UNITS/ACRE)



Hunter's Ridge
A PLANNED UNIT DEVELOPMENT
DEVELOPMENT PHASING MAP
REVISED DECEMBER 1, 1991

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3739 1911
VOLUSIA CO., FL
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EXHIBIT "E" REVISED

HUNTER'S RIDGE LAND USE - REVISED 12/1/91

LAND USE	ORMOND BEACH	FLAGLER COUNTY	COMBINED TOTALS	%
Village Retail/Office	0.00	11.61	11.61	0.42%
Village Office	0.00	5.71	5.71	0.21%
Light Industrial	0.00	16.68	16.68	0.60%
Village Services/Recreational	* 204.35	197.16	401.75	14.30%
Parks & Schools	80.61	90.89	121.50	4.39%
Multi-Family Residential (with Upland Buffer)	14.51	64.52	79.03	2.05%
Wetlands	174.54	259.34	433.88	15.66%
Roads, Drainage, Retention	110.95	146.93	257.88	9.31%
Lakes	28.63	52.90	81.53	2.94%
Golf Course	0.00	130.00	130.00	4.69%
FP&L Easement	17.32	57.25	74.57	2.69%
Single Family Residential (with Upland Buffer)	* 328.87	827.61	1,156.48	41.74%
TOTAL ACREAGE	910.00	1,860.62	2,770.62	100.00%

* REVISED

LAND USE	ORIGINAL	REVISED	CHANGED	%
Village Retail/Office	25.20	11.61	-23.59	-57.02%
Village Office	41.20	5.71	-35.49	-86.14%
Light Industrial	30.80	16.68	-14.12	-45.84%
Village Services/Recreational	164.00	* 400.68	236.68	144.32%
Parks & Schools	144.50	121.50	-23.00	-15.92%
Multi-Family Residential w/o Upland Buffers	191.00	64.03	-126.97	-66.48%
Single Family Residential w/o Upland Buffers	1,717.00	* 967.05	-749.95	-43.68%
Upland Buffers	644.00	199.98	-444.02	-68.95%
Wetlands	1,416.00	433.88	-982.12	-69.36%
Roads, Drainage, Golf Course, Retention, etc.	653.50	* 549.50	-103.80	-15.89%
TOTAL ACREAGE	5,037.00	2,770.62	-2,266.38	-44.99%

* REVISED

USE	EMPLOYMENT ESTIMATES*			
	ACRES	SQ. FT.	KSF	EMPLOYEES
Village Retail/Office (40% Office)	4.64	64,960	4/KSF	260
Village Retail/Office (60% Retail)	6.97	97,580	2.5/KSF	244
Village Office	5.71	79,940	4/KSF	320
Light Industrial/Office Warehouse	16.68	233,320	1.8/KSF	420
Golf & Tennis Club	N/A	N/A	AVERAGES	60
TOTAL EMPLOYEES				1,304

UNIT TYPE	FAMILY SIZE	DWELLING UNITS		POPULATION TOTALS
		ORMOND	FLAGLER	
Single Family	2.95	932	1257	6396
Multi-Family:				
(a) Townhouses & Villas	2.7	50	245	797
(b) Apartments & Condo's	2.1	0	220	462
TOTALS		982	1702	7657
GROSS DWELLING UNITS PER ACRE		1.08	0.91	AVG. 97 DUA

*Employment Estimates are Based on the Following Sources:

ITE Trip Generation, 4th Edition

1. Village Office (40% of Village Retail/Office)
14,000 Square Feet of Building per Acre
4 Employees per KSF
2. Village Retail (60% of Village Retail/Office)
10,000 Square Feet of Building per Acre
2.5 Employees per KSF
3. Village Office
14,000 Square Feet of Building per Acre
4 Employees per KSF
4. Light Industrial/Office Warehouse
14,000 Square Feet of Building per Acre
1.8 Employees per KSF

NOTE: SUBSTANTIAL DEVIATION LAND AREA IN FLAGLER COUNTY IS
1004 ACRES WITH 949 DWELLING UNITS OR A GROSS DENSITY
OF .945 DWELLING UNITS PER ACRE.

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VOLUME CO., FL

EXHIBIT "F" *Revised*

REVISED DEVELOPMENT SCHEDULE DECEMBER 1, 1991

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1000 1000

ORMOND BEACH			FLAMLER COUNTY		
YEAR	PHASE	DESCRIPTION	YEAR	PHASE	DESCRIPTION
Present	PDA	100 Single Family Dwelling Units Deed: Airport Road R.O.V. Deed: Regional Water & Sewer Plant Sites Deed: Esplanade (Hudson Well Field)	Present	PDA	Deed: Airport Road R.O.V.
1 AND 2	OB-I	155 Single Family Dwelling Units Deed: City Rec. Park Site-State Road 40 Deed: Middle School Site	1 AND 2	FC-I	Start Equestrian Center & Polo Fields
3 AND 4	OB-II	153 Single Family Dwelling Units Construct Airport Rd. from East to West City Limits Deed Public Safety Site - Airport Road	3 AND 4	FC-II	100 Multi-Family Dwelling Units Construct Main Blvd to Airport Road Construct Airport Rd. from Elm School East to City of OB Light Industry 50,000 Square Feet Deed Elementary School Site Deed Public Safety Site Construct 4 Tennis Courts Village Center (15,000 Square Feet - Retail) Start Clearing for Golf Course
5	OB-III	146 Single Family Dwelling Units 50 Multi-Family Dwelling Units	5	FC-III	Complete Golf Course Deed Community Recreation Park Light Industry 25,000 Square Feet Day Care Facility Deed Middle School Site Complete Airport Road to State Road 40 Deed Maintenance Yard Site Deed Regional Park Site 89 Single Family Dwelling Units 30 Multi-Family Dwelling Units Village Center Office 15,000 Square Feet
6 AND 7	OB-IV	Church Site - State Road 40 Deed City Recreation Park - Airport Road 200 Single Family Dwelling Units	6 AND 7	FC-IV	Light Industry 25,000 Square Feet 100 Single Family Dwelling Units Church Site Complete Tennis Club Library Village Office 20,000 Square Feet
8 AND 9	OB-V	170 Single Family Dwelling Units	8 AND 9	FC-V	Light Industry 25,000 Square Feet 166 Single Family Dwelling Units 55 Multi-Family Dwelling Units
			10	FC-VI	120 Multi-Family Dwelling Units 28 Single Family Dwelling Units Village Center Retail 30,000 Square Feet Village Center Office 20,000 Square Feet Light Industry 25,000 Square Feet
			11	FC-VII	60 Multi-Family Dwelling Units Light Industry 25,000 Square Feet Village Office 20,000 Square Feet
SUBSTANTIAL DEVIATION REQUEST IS REQUIRED FOR FUTURE PHASES					
			12	FC-VIII	Light Industry 30,000 Square Feet 100 Multi-Family Dwelling Units Village Office 20,000 Square Feet 150 Single Family Dwelling Units
			13	FC-IX	Village Center Retail 52,580 Square Feet Light Industry 28,520 Square Feet Village Center Office 29,960 Square Feet 250 Single Family Dwelling Units
			14	FC-X	250 Single Family Dwelling Units Village Office 19,940 Square Feet
			15	FC-XI	199 Single Family Dwelling Units

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VOLUSIA CO., FL.

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VOLUSIA CO., FL.

RESOLUTION NO. 92 - 68

A RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A FIRST AMENDMENT TO THE DEVELOPMENT ORDER FOR THE "HUNTER'S RIDGE" DEVELOPMENT OF REGIONAL IMPACT; SETTING FORTH AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA:

SECTION ONE. That the City Commission of the City of Ormond Beach, Florida, hereby approves that First Amendment to Amended Final Order, a copy of which is attached hereto and incorporated herein by reference, and hereby further authorizes the Mayor and the City Clerk to execute and issue the same.

SECTION TWO. That this Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED, this 7th day of April, 1992.

Nicholas A. Fortunato
NICHOLAS A. FORTUNATO
Mayor

ATTEST:

Marian A. Maxwell
MARIAN A. MAXWELL
City Clerk

NOTE: Re-recorded to reflect corrected Development Phasing Map

FILED FOR RECORD
RECORD VERIFIED
085498

CLERK OF THE CIRCUIT
J. C. CLARK
VOLUSIA CO., FL.

FILED FOR RECORD
RECORD VERIFIED
050746

CLERK OF THE CIRCUIT
J. C. CLARK
VOLUSIA CO., FL.

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3754	1693	3739	1899
VOLUSIA CO. FL.		VOLUSIA CO. FL.	

BEFORE THE
CITY COMMISSION
OF THE
CITY OF ORMOND BEACH, FLORIDA

IN RE: "Hunter's Ridge"
Development of Regional Impact

FIRST AMENDMENT TO
AMENDED FINAL ORDER

This matter having come on for hearing before the City Commission of the City of Ormond Beach, Florida, upon the request by the Developer, FLORIDA-GEORGIA VENTURE GROUP, for approval of a proposed change to that Amended Final Order heretofore entered by the Florida Land and Water Adjudicatory Commission, the City Commission finds as follows:

1. That, on May 28, 1991, the Florida Land and Water Adjudicatory Commission adopted an Amended Final Order granting the Application for Development Approval for the "Hunter's Ridge" development of regional impact.

2. That a "Notice of Adoption of Development Order Pursuant to Florida Statutes Section 380.06(15)(f)" was recorded by the Florida-Georgia Venture Group on October 1, 1991, in Official Records Book 3696 at Pages 1640 through 1745, inclusive, of the Public Records of Volusia County, Florida.

3. That, in accordance with Section 380.06(19)(f), Florida Statutes (1991), and Rule 9J-2.010(1)(h), Florida Administrative Code, the FLORIDA-GEORGIA VENTURE GROUP did submit simultaneously to the City, to Flagler County, to the East Central Florida Regional Planning Council, to the Northeast Florida Regional

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3754	1694	3739	1900
VOLUSIA CO. FL		VOLUSIA CO., FL	

Planning Council, and to the Florida Department of Community Affairs, a request for approval of proposed changes to the said Amended Final Order.

4. That the FLORIDA-GEORGIA VENTURE GROUP has asserted that the proposed changes do not create a substantial deviation requiring further development of regional impact review.

5. That the City has given the required notice and scheduled and conducted a public hearing to consider the proposed changes.

6. That the East Central Florida Regional Planning Council has expressed the opinion "that the changes proposed do not result in an automatic substantial deviation determination pursuant to the threshold criteria of section 380.06(19)(b), Florida Statutes, nor is it expected that it will cause new or increased impacts to regional resources or facilities when considered independently or cumulatively with prior project changes," and has recommended against submitting the proposed changes for additional regional review by the Council.

7. That after giving consideration to the provisions of paragraphs (a) and (e) of Section 380.06(19), Florida Statutes (1991), the thresholds set forth in paragraph (b) of Section 380.06(19), Florida Statutes (1991), and the presumptions set forth in paragraphs (c) and (d) and subparagraphs (e)(1) and (e)(3) of Section 380.06(19), Florida Statutes (1991), the City Commission determines that the proposed changes do not require further

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development of regional impact review.

Thereupon and in consideration thereof, it is ORDERED:

A. That Subparagraph 3.7 of the Special Conditions incorporated into the said Amended Final Order be and the same is hereby amended to read as follows:

3.7 In addition to the requirements of Condition 3.5, the on-site wetlands systems of Hull Swamp and its associated upland wildlife corridor and buffers, the Hull Swamp canal, and the Little Tomoka River and its associated buffer, shall be regarded as preservation areas for the purpose of protecting their natural attributes. These areas may be used for minor walkways and their appurtenances or for the road crossings of the canal. Other construction, vegetation removal, fencing, mowing or development activities which would reduce the effectiveness or character of these buffers shall not be allowed. These areas are identified in the revised Conceptual Development Plan attached hereto as Exhibit "C" Revised. The portions in Ormond Beach may be conveyed in perpetuity to an appropriate public agency or to an HOA, that there is a conservation easement that would enable the City to enforce covenants and restrictions. Any Association formed to preserve, maintain and supervise the wetlands on-site shall only be empowered to the extent of the conditions of approval of the development order and shall work cooperatively with all public agencies. In the event of any conflict between this Condition, or Condition 3.8, and Condition 3.5, the provisions of Condition 3.5 shall control.

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VOLUSIA CO. FL		VOLUSIA CO. FL	

B. That Subparagraph 11.14 of the Special Conditions incorporated into the said Amended Final Order be and the same is hereby amended to read as follows:

11.14 In addition to the regional transportation conditions set forth in the preceding paragraphs, the following conditions shall be observed prior to the recording of any plats or requesting any development approvals in Ormond Beach, other than for public improvements and infrastructure for the project phases described in the attached Exhibits "D" Revised, dated December 1, 1991 and Exhibit "F" Revised, dated December 1, 1991.

C. That Subparagraph 12.1(E) of the Special Conditions incorporated into the said Amended Final Order be and the same is hereby amended to read as follows:

E. The revised conceptual development plan dated December 1, 1991, hereby is incorporated as Exhibit "C" Revised and shall be generally adhered to with regard to land uses and road patterns.

D. That Subparagraph 12.1(F) of the Special Conditions incorporated into the said Amended Final Order be and the same is hereby amended to read as follows:

F. The revised phasing map dated December 1, 1991, hereby is incorporated as Exhibit "D Revised" and, along with Exhibit "F" Revised dated December 1, 1991 shall be generally adhered to with regard to phasing of the project.

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VOLUSIA CO. FL

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VOLUSIA CO., FL

B. That Subparagraph 12.1(G) of the Special Conditions incorporated into the said Amended Final Order be and the same is hereby amended to read as follows:

G. The revised table of land uses dated December 1, 1991, hereby is incorporated as Exhibit "E" Revised and shall be generally adhered to with regard to land use designation, numbers of dwelling units and density.

F. That Subparagraph 12.1(H) of the Special Conditions incorporated into the said Amended Final Order be and the same is hereby amended to read as follows:

H. The revised development phasing schedule dated December 1, 1991, hereby is incorporated as Exhibit "F" Revised and along with Exhibit "D" Revised shall be generally adhered to with regard to phasing of the project. The phasing schedule in the City may be altered without a substantial deviation review pursuant to Section 380.06(19), Florida Statutes, if the Applicant and the City agreed to the revised phasing proposal.

G. That Subparagraph 12.2 of the Special Conditions incorporated into the said Amended Final Order be and the same is hereby amended to read as follows:

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VOLUSIA CO. FL.		VOLUSIA CO. FL.	

12.2

The Ormond Beach portion of the project shall consist of no more than a total of 932 single family units and 50 multi-family units including but not limited to patio, cluster or town house units. Any deviation from the number of residential lots or their locations, which deviation results in larger lot sizes and lower densities shall be permitted. Areas generally depicted on Exhibit "C" Revised as single family residential may be developed to include patio or cluster type lots ("zero-lot-line" lots) provided there is no increase in overall density. However, changes resulting in smaller lot sizes or higher densities shall require an amendment to this development order in accordance with applicable law.

H. That Subparagraph 12.12 of the Special Conditions incorporated into the said Amended Final Order be and the same is hereby amended to read as follows:

12.12 Application for approval shall be filed in accordance with the Planned Residential Unit Development (PRD) (PUD) procedures provided by the City's land development regulations, currently located in Section 10.04 700/00//R/S ~~Residential/Suburban/Village~~ of the City's Land Development Code ~~zoning/ordinance~~. The PRD PUD shall be of such size and shape as to be essentially freestanding with regard to traffic circulation and emergency access; utilities, recreation and open space; drainage, detention and retention; other public and HOA infrastructure and proximity to existing development and infrastructure. The limits of the PRD PUD shall generally not exceed the limits of any development phase as identified on Exhibit "C" Revised hereto. PRD PUD submittals may be accompanied by one or more preliminary plats, each freestanding with regard to the above criteria and containing no more than 250 units.

I. That Subparagraph 13.12 of the Special Conditions

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incorporated into the said Amended Final Order be and the same is hereby amended to read as follows:

13.12 The City shall reconvey to the Applicant the lands heretofore conveyed to it for use as a water treatment plant site and for that portion of Airport Road south of the Flagler County Line, in exchange for the Applicant's conveyance of the relocated water treatment plant site and the relocated said portion of Airport Road, as shown on the revised conceptual development plan (Exhibit "C" Revised) dated December 1, 1991.

J. That Subparagraph 14.1(E) of the Special Conditions incorporated into the said Amended Final Order be and the same is hereby amended to read as follows:

E. The revised conceptual development plan dated December 1, 1991, hereby is incorporated as Exhibit "C" Revised and shall be generally adhered to with regard to land uses and road patterns.

K. That Subparagraph 14.1(F) of the Special Conditions incorporated into the said Amended Final Order be and the same is hereby amended to read as follows:

F. The revised phasing map dated December 1, 1991, hereby is incorporated as Exhibit "D" Revised and, along with Exhibit "F" Revised dated December 1, 1991, shall be generally adhered to with regard to phasing of the project.

L. That Subparagraph 14.1(G) of the Special Conditions incorporated into the said Amended Final Order be and the same is

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VOLUSIA CO., FL.		VOLUSIA CO., FL.	

hereby amended to read as follows:

G. The revised table of land uses dated December 1, 1991, hereby is incorporated as Exhibit "E" Revised and shall generally adhered to with regard to land use designations, numbers of dwelling units and density.

M. That Subparagraph 14.1(H) of the Special Conditions incorporated into the said Amended Final Order be and the same is hereby amended to read as follows:

H. The revised development phasing schedule dated December 1, 1991, hereby is incorporated as Exhibit "F" Revised and along with Exhibit "D" Revised dated December 1, 1991, shall be generally adhered to with regard to phasing of the project.

N. That Subparagraph 14.2 of the Special Conditions incorporated into the said Amended Final Order be and the same is hereby amended to read as follows:

14.2 The Ormond Beach portion of the project shall consist of no more than a total of 932 single family units, 50 multi-family units including, but not limited to patio, cluster or town house units. Any deviation from the number of residential lots or their locations, which deviation results in larger lot sizes and lower densities shall be permitted. Areas generally depicted on Exhibit "C" Revised as single family residential, may be developed to include patio or cluster type lots ("zero-lot-line" lots) provided there is no increase in overall density. However, changes resulting in smaller lots sizes or higher densities shall require and amendment to this development order in accordance with applicable law

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VOLUSIA CO., FL

BOOK PAGE
3739 1907
VOLUSIA CO., FL

O. That Subparagraph 15.2 of the Special Conditions incorporated into the said Amended Final Order be and the same is hereby amended to read as follows:

15.2 In addition to the requirements of Condition 3.5, the on-site wetlands systems of Hull Swamp and its associated upland wildlife corridor and buffers, the Hull Swamp canal, and the Little Tomoka River and its associated buffer, shall be regarded as preservation areas for the purpose of protecting their natural attributes. These areas may be used for minor walkways and their appurtenances or for the road crossings of the canal. Other construction, vegetation removal, fencing, mowing or development activities which would reduce the effectiveness or character of these buffers shall not be allowed. These areas are identified in the Revised Conceptual Development Plan attached hereto as Exhibit "C" Revised. The portions in Ormond Beach may be conveyed in perpetuity to an appropriate public agency or to an HOA, provided that there is a conservation easement that would enable the City to enforce covenants and restrictions. Any Association formed to preserve, maintain and supervise the wetlands on-site shall only be empowered to the extent of the conditions of approval of the development order and shall work cooperatively with all public agencies. In the event of any conflict between this Condition, or Condition 15.3, and Condition 3.5, the provisions of Condition 3.5 shall control.

P. That Exhibit C to the Special Conditions incorporated into the said Amended Final Order be and the same is hereby deleted and replaced with Exhibit C Revised, a copy being attached hereto and incorporated herein by reference.

Q. That Exhibit D to the Special Conditions incorporated into the said Amended Final Order be and the same is hereby deleted and replaced with Exhibit D Revised, a copy being attached hereto

BOOK	PAGE	BOOK	PAGE
3754	1702	3739	1908
VOLUSIA CO. FL		VOLUSIA CO., FL	

and incorporated herein by reference.

R. That Exhibit E to the Special Conditions incorporated into the said Amended Final Order be and the same is hereby deleted and replaced with Exhibit E Revised, Dated December 1, 1991, a copy being attached hereto and incorporated herein by reference.

S. That Exhibit F to the Special Conditions incorporated into the said Amended Final Order be and the same is hereby deleted and replaced with Exhibit F Revised, Dated December 1, 1991, a copy being attached hereto and incorporated herein by reference.

T. That the final design for the cluster neighborhood shall address the impact of having a through street providing access to the new church site, recreational facilities and Airport Road, with the through street being designed to City standards for the average daily traffic projected to utilize such street.

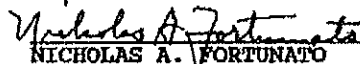
U. That, except as otherwise amended hereby, the said Amended Final Order be and the same is hereby ratified and confirmed.

V. That the Developer, FLORIDA-GEORGIA VENTURE GROUP, shall forthwith, and at its expense, record in the public records of Volusia County, Florida, the Notice required by Section 380.06(15)(f), Florida Statutes (1991).

BOOK PAGE
3754 1703
VOLUSIA CO. FL

BOOK PAGE
3739 1909
VOLUSIA CO., FL

ORDERED in Chambers at the Ormond Beach City Hall this the
7th day of April, 1992.


NICHOLAS A. FORTUNATO
Mayor

ATTEST:

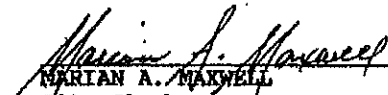
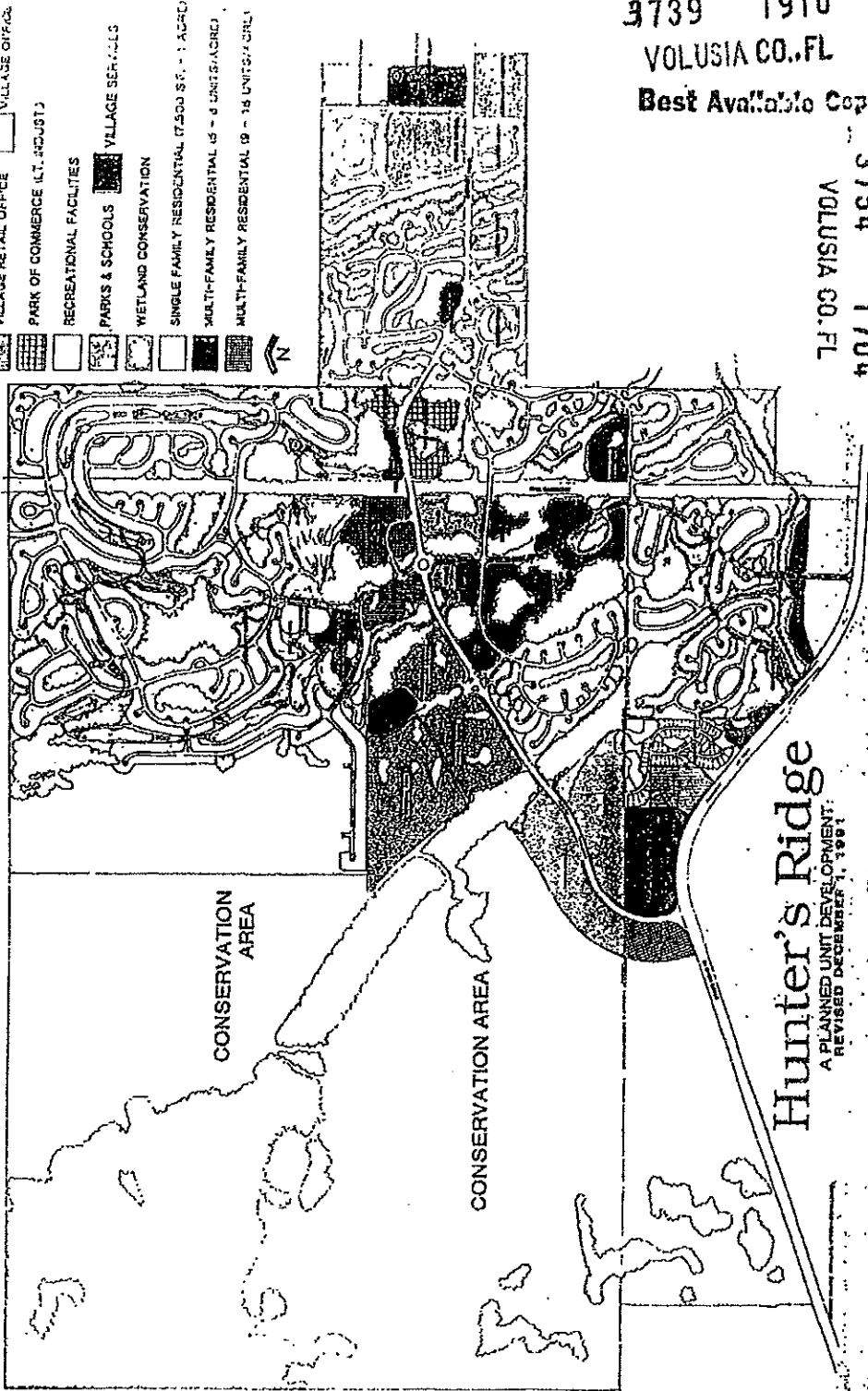

MARIAN A. MAXWELL
City Clerk

EXHIBIT 'C' *Kennec*

- LEGEND**
- VILLAGE RETAIL OFFICE
 - VILLAGE OFFICE
 - PARK OF COMMERCE (L.T. INDUST.)
 - RECREATIONAL FACILITIES
 - PARKS & SCHOOLS
 - VILLAGE SERVICES
 - WETLAND CONSERVATION
 - SINGLE FAMILY RESIDENTIAL (7,500 SQ. FT. - 1 ACRE)
 - MULTI-FAMILY RESIDENTIAL (4 - 8 UNITS/ACRE)
 - MULTI-FAMILY RESIDENTIAL (9 - 18 UNITS/ACRE)



BOOK 3739 1910
VOLUSIA CO., FL
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BOOK 3754 1704
PAGE 1704
VOLUSIA CO., FL

Hunter's Ridge
A PLANNED UNIT DEVELOPMENT
REVISED DECEMBER 1, 1991

BOOK PAGE
3754 1705

VOLUSIA CO. FL.

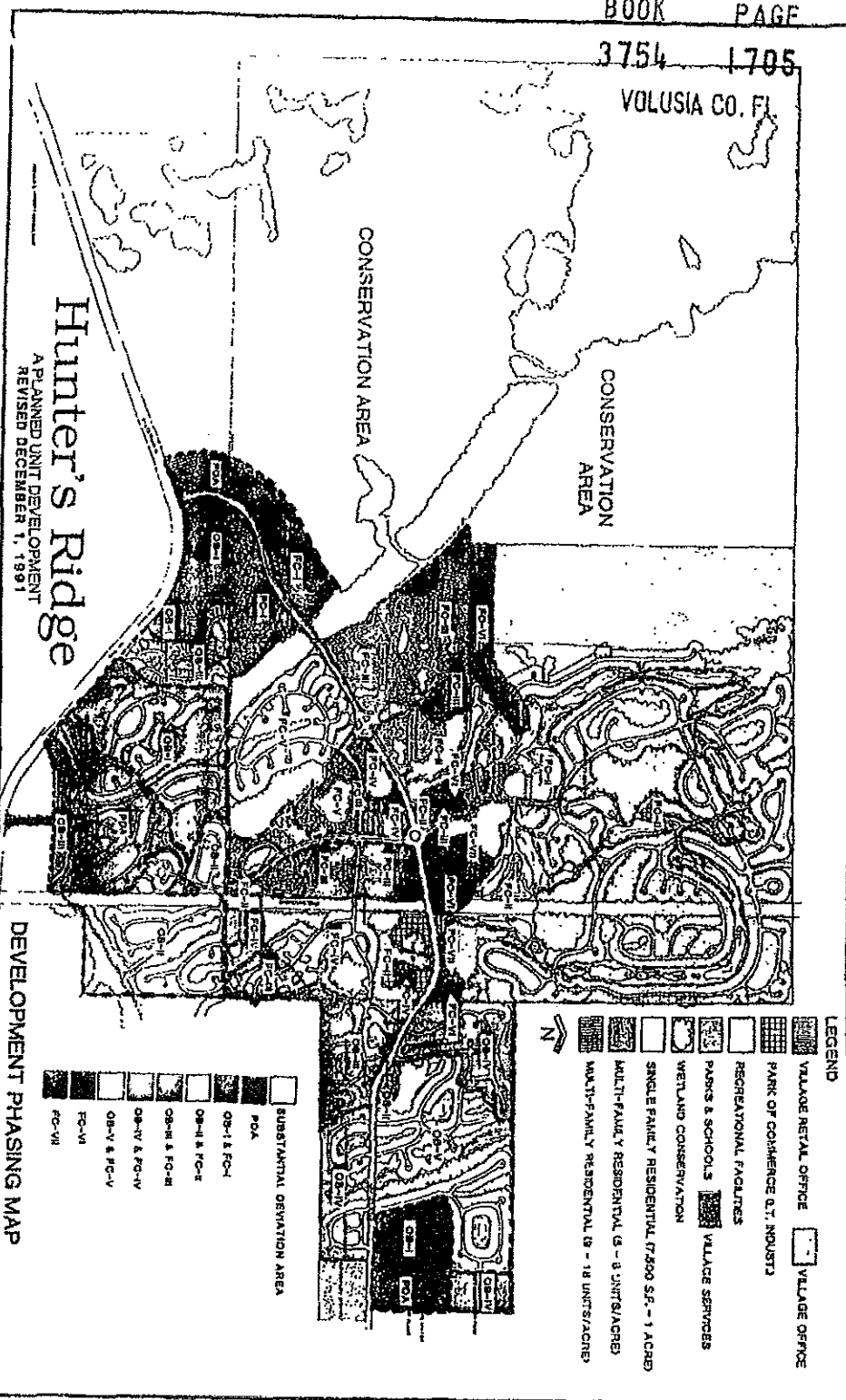


EXHIBIT "E" REVISED

HUNTER'S RIDGE LAND USE - REVISED 12/1/91

LAND USE	ORMOND BEACH	FLAGLER COUNTY	COMBINED TOTALS	%
Village Retail Office	0.00	11.61	11.61	0.42%
Village Office	0.00	5.71	5.71	0.21%
Light Industrial	0.00	16.68	16.68	0.60%
Village Services/Recreational	204.33	197.18	401.51	14.50%
Parks & Schools	30.61	90.89	121.50	4.39%
Multi-Family Residential (with Upland Buffer)	14.51	64.52	79.03	2.85%
Wetlands	174.54	259.24	433.78	15.64%
Roads, Drainage, Retention	110.95	146.93	257.88	9.31%
Lakes	28.65	52.90	81.55	2.94%
Golf Course	0.00	130.00	130.00	4.69%
FP&L Easement	17.32	57.25	74.57	2.69%
Single Family Residential (with Upland Buffer)	328.87	827.61	1,156.48	41.74%
TOTAL ACREAGE	910.00	1,860.62	2,770.62	100.00%

* REVISED

LAND USE	ORIGINAL	REVISED	CHANGED	%
Village Retail Office	35.20	11.61	-23.59	-67.02%
Village Office	41.20	5.71	-35.49	-86.14%
Light Industrial	30.80	16.68	-14.12	-45.84%
Village Services/Recreational	164.00	400.68	236.68	144.32%
Parks & Schools	144.50	121.50	-23.00	-15.92%
Multi-Family Residential w/o Upland Buffers	191.00	64.03	-126.97	-66.48%
Single Family Residential w/o Upland Buffers	1,717.00	967.05	-749.95	-43.68%
Upland Buffers	644.00	199.98	-444.02	-68.95%
Wetlands	1,416.00	433.88	-982.12	-69.36%
Roads, Drainage, Golf Course, Retention, etc.	653.30	549.50	-103.80	-15.89%
TOTAL ACREAGE	5,037.00	2,770.62	-2,266.38	-44.99%

* REVISED

USE	EMPLOYMENT ESTIMATES*			
	ACRES	SQ. FT.	KSF	EMPLOYEES
Village Retail Office (40% Office)	4.64	64,960	4/KSF	260
Village Retail Office (60% Retail)	6.97	97,580	2.3/KSF	244
Village Office	5.71	79,940	4/KSF	320
Light Industrial/Office Warehouse	16.68	233,320	1.8/KSF	420
Golf & Tennis Club	N/A	N/A	AVERAGES	60
TOTAL EMPLOYEES				1,304

UNIT TYPE	FAMILY SIZE	DWELLING UNITS		POPULATION TOTALS
		ORMOND	FLAGLER	
Single Family	2.95	982	1,227	6,398
Multi-Family:				
(a) Townhouses & Villas	2.7	50	245	797
(b) Apartments & Condos	2.1	0	220	462
TOTALS		982	1,702	7,657
GROSS DWELLING UNITS PER ACRE		1.08	0.91	AVG. 97 DUA

*Employment Estimates are Based on the Following Source:
ITE Trip Generation, 4th Edition

1. Village Office (40% of Village Retail Office)
14,000 Square Feet of Building per Acre
4 Employees per KSF
2. Village Retail (60% of Village Retail Office)
10,000 Square Feet of Building per Acre
2.3 Employees per KSF
3. Village Office
14,000 Square Feet of Building per Acre
4 Employees per KSF
4. Light Industrial/Office Warehouse
14,000 Square Feet of Building per Acre
1.8 Employees per KSF

NOTE: SUBSTANTIAL DEVIATION LAND AREA IN FLAGLER COUNTY IS
1004 ACRES WITH 949 DWELLING UNITS OR A GROSS DENSITY
OF .945 DWELLING UNITS PER ACRE.

BOOK PAGE
3739 1912
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BOOK PAGE
3754 1706
VOLUSIA CO., FL

EXHIBIT "F" Revised

REVISED DEVELOPMENT SCHEDULE DECEMBER 1, 1991

BOOK PAGE
3754 1707
VOLUSIA CO. FL.

BOOK PAGE
3739 1913
VOLUSIA CO. FL.

ORMOND BEACH			FLAGLER COUNTY		
YEAR	PHASE	DESCRIPTION	YEAR	PHASE	DESCRIPTION
Present	PDA	108 Single Family Dwelling Units Deed: Airport Road R.D.W. Deed: Regional Water & Sewer Plant Sites Deed: Easement (Hudson Well Field)	Present	PDA	Deed: Airport Road R.D.W.
1 AND 2	OB-I	155 Single Family Dwelling Units Deed: City Rec. Park Site-State Road 40 Deed: Middle School Site	1 AND 2	FC-I	Start Equestrian Center & Polo Fields
3 AND 4	OB-II	155 Single Family Dwelling Units Construct Airport Rd. from East to West City Limits Deed Public Safety Site - Airport Road	3 AND 4	FC-II	100 Multi-Family Dwelling Units Construct Main Blvd to Airport Road Construct Airport Rd. from Elem School East to City of OB Light Industry 50,000 Square Feet Deed Elementary School Site Deed Public Safety Site Construct 4 Tennis Courts Village Center (15,000 Square Feet - Retail) Start Clearing for Golf Course
5	OB-III	146 Single Family Dwelling Units 50 Multi-Family Dwelling Units	5	FC-III	Complete Golf Course Deed Community Recreation Park Light Industry 25,000 Square Feet Day Care Facility Deed Middle School Site Complete Airport Road to State Road 40 Deed Maintenance Yard Site Deed Regional Park Site 89 Single Family Dwelling Units 30 Multi-Family Dwelling Units Village Center Office 15,000 Square Feet
6 AND 7	OB-IV	Church Site - State Road 40 Deed City Recreation Park - Airport Road 200 Single Family Dwelling Units	6 AND 7	FC-IV	Light Industry 25,000 Square Feet 108 Single Family Dwelling Units Church Site Complete Tennis Club Library Village Office 20,000 Square Feet
8 AND 9	OB-V	170 Single Family Dwelling Units	8 AND 9	FC-V	Light Industry 25,000 Square Feet 166 Single Family Dwelling Units 55 Multi-Family Dwelling Units
			10	FC-VI	120 Multi-Family Dwelling Units 20 Single Family Dwelling Units Village Center Retail 30,000 Square Feet Village Center Office 20,000 Square Feet Light Industry 25,000 Square Feet
			11	FC-VII	60 Multi-Family Dwelling Units Light Industry 25,000 Square Feet Village Office 20,000 Square Feet
SUBSTANTIAL DEVIATION REQUEST IS REQUIRED FOR FUTURE PHASES					
			12	FC-VIII	Light Industry 30,000 Square Feet 100 Multi-Family Dwelling Units Village Office 20,000 Square Feet 150 Single Family Dwelling Units
			13	FC-IX	Village Center Retail 32,580 Square Feet Light Industry 28,320 Square Feet Village Center Office 25,960 Square Feet 250 Single Family Dwelling Units
			14	FC-X	250 Single Family Dwelling Units Village Office 19,940 Square Feet
			15	FC-XI	199 Single Family Dwelling Units

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**BEFORE THE CITY COMMISSION
OF THE
CITY OF ORMOND BEACH, FLORIDA**

IN RE: "Hunter's Ridge"
Development of Regional Impact

THIRD AMENDMENT TO AMENDED FINAL ORDER

This matter having come on for hearing before the City Commission of the City of Ormond Beach, Florida, upon the request by the Developers, **HUNTER'S RIDGE RESIDENTIAL GOLF PROPERTIES, INC.**, a Florida corporation, **HUNTER'S RIDGE TIMBER COMPANY, INC.**, a Florida corporation, and **HUNTER'S RIDGE GOLF COMPANY, INC.**, a Florida corporation, as tenants in common, each as to their undivided interest, as successors-in-interest to **GEORGIA-PACIFIC INVESTMENT COMPANY**, an Oregon corporation, granted by that Limited Warranty Deed dated March 25, 1998, and recorded in Official Book 4290, pages 3232-3247, inclusive of the Public Records of Volusia County, Florida, for approval of a proposed change to that Amended Final Order heretofore entered by the Florida Land and Water Adjudicatory Commission, as previously amended (collectively, "the Development Order"), the City Commission finds that:

1. On May 28, 1991, the Florida Land and Water Adjudicatory Commission adopted an Amended Final Order granting the Application for Development Approval for the "Hunter's Ridge" development of regional impact.

-1-

S:\CITY COMMISSION ITEMS\RESOLUTION\2003\11-
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RESO & ORDER.doc:11/12/03 10:54
P03-0260A

2. A "Notice of Adoption of Development Order Pursuant to Florida Statutes Section 380.06(15)(f)" was recorded by the Florida-Georgia Venture Group on October 1, 1991, in Official Records Book 3696, at Pages 1640 through 1745, inclusive, of the Public Records of Volusia County, Florida.

3. On April 7, 1992, the City Commission approved and authorized the execution of a First Amendment to the Amended Final Order which First Amendment was recorded on April 20, 1992, in Official Records Book 3739, at Pages 1898 through 1913, inclusive, of the Public Records of Volusia County, Florida.

4. On November 18, 1997, the City Commission approved and authorized the execution of a Second Amendment to the Amended Final Order which Second Amendment was recorded on December 4, 1997, in Official Records Book 4257, at Pages 2954 through 2962, inclusive, of the Public Records of Volusia County, Florida.

5. In accordance with Section 380.06(19)(f), *Florida Statutes*, and Rule 9J-2.010(1)(i), *Florida Administrative Code*, the Developers, **HUNTER'S RIDGE RESIDENTIAL GOLF PROPERTIES, INC.**, a Florida corporation, **HUNTER'S RIDGE TIMBER COMPANY, INC.**, a Florida corporation, and **HUNTER'S RIDGE GOLF COMPANY, INC.**, a Florida corporation, as tenants in common, did submit simultaneously to the City, to Flagler County, to the East Central Florida Regional Planning Council, to the

Northeast Florida Regional Planning Council, and to the Florida Department of Community Affairs, a request for approval of proposed changes to the Development Order.

6. The Developers, **HUNTER'S RIDGE RESIDENTIAL GOLF PROPERTIES, INC.**, a Florida corporation, **HUNTER'S RIDGE TIMBER COMPANY, INC.**, a Florida corporation, and **HUNTER'S RIDGE GOLF COMPANY, INC.**, a Florida corporation, as tenants in common, have asserted that the proposed changes do not create a substantial deviation requiring further development of regional impact review.

7. The City has given the required notice and scheduled and conducted a public hearing to consider the proposed changes.

8. The East Central Florida Regional Planning Council has expressed the opinion "that these proposed changes do not result in an automatic substantial deviation determination pursuant to the threshold criteria of Section 380.06(19), *Florida Statutes*," and "nor is it expected that it will cause new or increased impacts to regional resources or facilities when considered independently or cumulatively with prior project changes," and has recommended against submitting the proposed changes for additional regional review by the Council.

9. After giving consideration to the provisions of paragraphs (a) through (h) of Section 380.06(19), *Florida Statute*, specifically including the thresholds set forth in paragraph (b) of Section 380.06(19), *Florida Statutes*, and the presumptions set forth in

paragraphs (c) and (d), and subparagraphs (e)(1), (e)(2) and (e)(3) of Section 380.06(19), *Florida Statutes*, the City Commission determines that the proposed changes do constitute substantial deviations and do not require further development of regional impact review.

Thereupon and in consideration thereof, it is ORDERED that:

A. Subparagraph 3.7 of the Special Conditions incorporated into the Development Order be and the same is hereby amended to read as follows:

3.7 In addition to the requirements of Condition 3.5, the on-site wetlands systems of Hull Swamp and its associated upland wildlife corridor and buffers, the Hull Swamp canal, and the Little Tomoka River and its associated buffer, shall be regarded as preservation areas for the purpose of protecting their natural attributes. These areas may be used for minor walkways and their appurtenances or for the road crossings of the canal. Other construction, vegetation removal, fencing, mowing or development activities which would reduce the effectiveness or character of these buffers shall not be allowed. These areas are identified in the revised Conceptual Development Plan attached hereto as Exhibit "C", Revised, dated December 1, 1991 dated September 5, 2003. The portions in Ormond Beach may be conveyed in perpetuity to an appropriate public agency or to an HOA, provided that there is a conservation easement that would enable the City to enforce covenants and restrictions. Any Association formed to preserve, maintain and supervise the wetlands on-site shall only be empowered to the extent of the conditions of approval of the development order and shall work cooperatively with all public agencies. In the event of any conflict between this Condition, or Conditions 3.8, and Conditions 3.5, the provisions of Conditions 3.5 shall control.

B. Subparagraph 11.14 of the Special Conditions incorporated into the Development Order be and the same is hereby amended to read as follows:

11.14 In addition to the regional transportation conditions set forth in the preceding paragraphs, the following conditions shall be observed prior to the recording of any plats or requesting any development approvals in Ormond Beach, other than for public improvements and infrastructure for the project phases described in the attached Exhibits "D" Revised, dated September 5, 2003 ~~September 30, 1997~~, and Exhibit "F" Revised, dated September 5, 2003 ~~September 30, 1997~~.

C. Subparagraph 12.1(E) of the Special Conditions incorporated into the Development Order be and the same is hereby amended to read as follows:

E. The revised conceptual development plan dated September 5, 2003 ~~December 1, 1994~~, hereby incorporated as Exhibit "C" Revised September 5, 2003 and shall be generally adhered to with regard to land uses and road patterns.

D. Subparagraph 12.1(F) of the Special Conditions incorporated into the Development Order be and the same is hereby amended to read as follows:

F. The revised phasing map dated September 5, 2003 ~~September 30, 1997~~, is hereby incorporated as Exhibit "D" Revised and, along with Exhibit "F" Revised, dated Exhibit "C" Revised September 5, 2003 ~~September 30, 1997~~, shall be generally adhered to with regard to phasing of the project.

E. Subparagraph 12.1(G) of the Special Conditions incorporated into the Development Order be and the same is hereby amended to read as follows:

G. The revised table of land uses dated September 5, 2003 ~~December 1, 1994~~, is hereby is incorporated as Exhibit "E" Revised September 5, 2003 and shall be generally adhered to with regard to land use designations, numbers of dwelling units and density.

F. Subparagraph 12.1(H) of the Special Conditions incorporated into the Development Order be and the same is hereby amended to read as follows:

H. The revised development phasing schedule dated September 5, 2003 ~~September 30, 1997~~, is hereby incorporated as Exhibit "F" Revised and, along with Exhibit "D" Revised, dated September 30, 1997, shall be generally adhered to with regard to phasing of the project. The phasing schedule in the City may be altered without a substantial deviation review pursuant to Section 380.06(19), *Florida Statutes*, if the Applicant and the City agree to the revised phasing proposal.

G. Subparagraph 12.2 of the Special Conditions incorporated into the Development Order be and the same is hereby amended to read as follows:

12.2 The Ormond Beach portion of the project shall consist of no more than a total of 932 single family units and 50 multi-family units including, but not limited to patio, cluster or town house units. Any deviation from the number of residential lots or their locations, which deviation results in larger lot sizes and lower densities shall be permitted. Areas generally depicted on Exhibit "C" Revised September 5, 2003, ~~December 1, 1994~~ as single family residential may be developed to include patio or cluster type lots ("zero-lot-line" lots) provided there is no increase in overall density. However, changes resulting in smaller lot sizes or higher densities shall require an amendment to this development order in accordance with applicable law.

H. Subparagraph 12.12 of the Special Conditions incorporated into the Development Order be and the same is hereby amended to read as follows:

12.12 Application for approval shall be filed in accordance with the Planned Residential Development (PRD) procedures provided by the City's land development regulations, currently located in Section 10.04 of the City's Land Development Code. The PRD shall be of such size and shape as to be essentially freestanding with regard to traffic circulation and emergency access; utilities, recreation and open space; drainage, detention and retention; other public and HOA infrastructure and proximity to existing development and infrastructure. The limits of the PRD shall generally not exceed the limits of any development phase as identified on Exhibit "C" Revised September 5, 2003 ~~attached December 1, 1991~~ hereto. PRD submittals may be accompanied by one or more preliminary plats, each freestanding with regard to the above criteria and containing no more than 250 units.

I. Subparagraph 13.12 of the Special Conditions incorporated into the Development Order be and the same is hereby amended to read as follows:

13.12 The City shall reconvey to the Applicant the lands heretofore conveyed to it for use as a water treatment plant site and for that portion of Airport Road south of the Flagler County Line, in exchange for the Applicant's conveyance of the relocated water treatment plant site and the relocated said portion of Airport Road, as shown on the revised conceptual development plan (Exhibit "C" Revised) dated September 5, 2003 ~~December 1, 1991~~.

J. Subparagraph 14.1(E) of the Special Conditions incorporated into the Development Order be and the same is hereby amended to read as follows:

-7-

E. The revised conceptual development plan dated September 5, 2003 ~~December 1, 1991~~, is hereby incorporated as Exhibit "C" Revised September 5, 2003 and shall be generally adhered to with regard to land uses and road patterns.

K. Subparagraph 14.1(F) of the Special Conditions incorporated into the Development Order be and the same is hereby amended to read as follows:

F. The revised phasing map dated September 5, 2003 ~~September 30, 1997~~, is hereby incorporated as Exhibit "D" Revised September 5, 2003 and, along with Exhibit "F" Revised dated September 5, 2003 ~~September 30, 1997~~, shall be generally adhered to with regard to phasing of the project.

L. Subparagraph 14.1(G) of the Special Conditions incorporated into the Development Order be and the same is hereby amended to read as follows:

G. The revised table of land uses dated September 5, 2003 ~~December 1, 1991~~, is hereby incorporated as Exhibit "E" Revised September 5, 2003 and shall be generally adhered to with regard to land use designations, numbers of dwelling units and density.

M. Subparagraph 14.1(H) of the Special Conditions incorporated into the Development Order be and the same is hereby amended to read as follows:

H. The revised development phasing schedule dated September 5, 2003 ~~September 30, 1997~~, is hereby incorporated as Exhibit "F" Revised and, along with Exhibit "D" Revised dated September 5, 2003 ~~September 30, 1997~~, shall be generally adhered to with regard to phasing of the project.

N. Subparagraph 14.2 of the Special Conditions incorporated into the Development Order be and the same is hereby amended to read as follows:

14.2 The Ormond Beach portion of the project shall consist of no more than a total of 932 single family units, 50 multi-family units including, but not limited to patio, cluster or town house units. Any deviation from the number of residential lots or their locations which deviation results in larger lot sizes and lower densities shall be permitted. Areas generally depicted on Exhibit "C" Revised dated September 5, 2003 ~~December 1, 1994~~ as single family residential, may be developed to include patio or cluster type lots (zero-lot-line" lots) provided there is no increase in overall density. However, changes resulting in smaller lots sizes or higher densities shall require and amendment to this development order in accordance with applicable law.

O. Subparagraph 15.2 of the Special Conditions incorporated into the Development Order be and the same is hereby amended to read as follows:

15.2 In addition to the requirements of Condition 3.5, the on-site wetlands systems of Hull Swamp and its associated upland wildlife corridor and buffers, the Hull Swamp canal, and the Little Tomoka River and its associated buffer, shall be regarded as preservation areas for the purpose of protecting their natural attributes. These areas may be used for minor walkways and their appurtenances or for the road crossings of the canal. Other construction, vegetation removal, fencing, mowing or development activities which would reduce the effectiveness or character of these buffers shall not be allowed. These areas are identified in the Revised Conceptual Development Plan dated December 1, 1994 dated September 5, 2003, attached hereto as Exhibit "C" Revised September 5, 2003. The portions in Ormond Beach may be conveyed in perpetuity to an appropriate

public agency or to an HOA, provided that there is a conservation easement that would enable the City to enforce covenants and restrictions. Any Association formed to preserve, maintain and supervise the wetlands on-site shall only be empowered to the extent of the conditions of approval of the development order and shall work cooperatively with all public agencies. In the event of any conflict between this Condition, or Condition 15.3, and Condition 3.5, the provisions of Condition 3.5 shall control.

P. Exhibit "C" to the Special Conditions incorporated into the Development Order be and the same is hereby deleted and replaced with Exhibit "C" Revised September 5, 2003, a copy being attached hereto and incorporated herein by reference.

Q. Exhibit "D" to the Special Conditions incorporated into the Development Order be and the same is hereby deleted and replaced with Exhibit "D" Revised September 5, 2003, a copy being attached hereto and incorporated herein by reference.

R. Exhibit "E" to the Special Conditions incorporated into the Development Order be and the same is hereby deleted and replaced with Exhibit "E" Revised September 5, 2003, a copy being attached hereto and incorporated herein by reference.

S. Exhibit "F" to the Special Conditions incorporated into the Development Order be and the same is hereby deleted and replaced with Exhibit "F" Revised, being a Revised Development Schedule September 5, 2003, a copy being attached hereto and incorporated herein by reference.

T. Except as otherwise amended hereby, the Development Order be and the same is hereby ratified, confirmed and continued in full force and effect.

U. The Developers, **HUNTER'S RIDGE RESIDENTIAL GOLF PROPERTIES, INC.**, a Florida corporation, **HUNTER'S RIDGE TIMBER COMPANY, INC.**, a Florida corporation, and **HUNTER'S RIDGE GOLF COMPANY, INC.**, a Florida corporation, as tenants in common shall forthwith, and at their expense, record in the public records of Volusia County, Florida, the Notice required by Section 380.06(15)(f), *Florida Statutes*.

SO ORDERED this the 18th day of November, 2003.

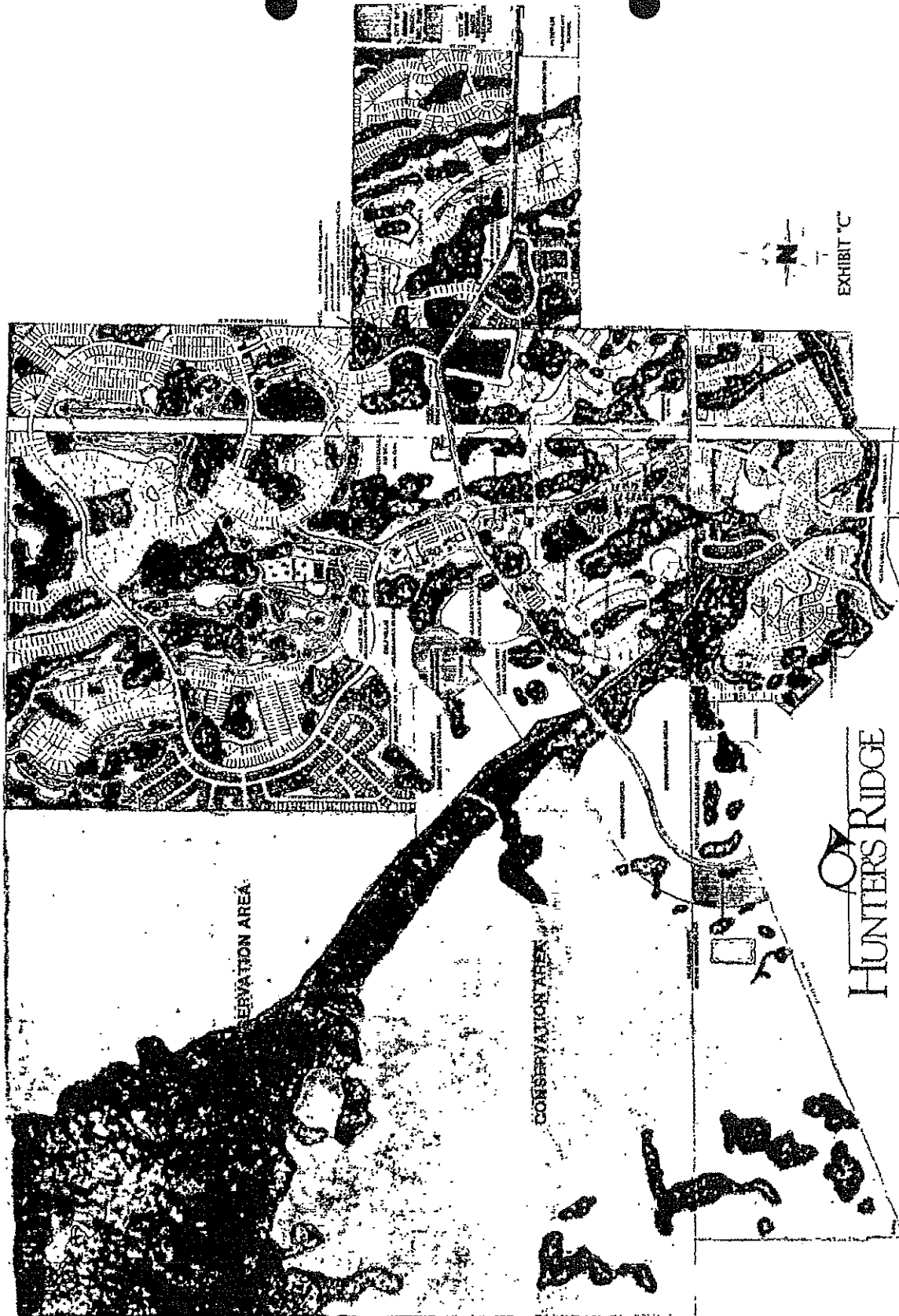


ATTEST:

Isaac D. Turner
ISAAC D. TURNER
City Manager

Fred Costello
FRED COSTELLO
Mayor

Book: 5212
Page: 2600



Revised September 5, 2003

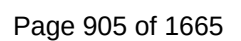


EXHIBIT "E"
HUNTER'S RIDGE LAND USE
 Revised September 5, 2003

LAND USE	ORMOND BEACH	FLAGLER COUNTY	COMBINED TOTALS	%
Village Retail Office	0.00	11.81	11.81	0.42%
Village Office	0.00	5.71	5.71	0.21%
Light Industrial	0.00	16.68	16.68	0.60%
Village Services/Recreational	204.55	197.18	401.73	14.50%
Parks & Schools	18.80	90.89	109.69	3.96%
Multi-Family Residential (with Upland Buffer)	14.51	64.52	79.03	2.85%
Wetlands	174.54	259.34	433.88	15.66%
Roads, Drainage, Retention	110.95	146.93	257.88	9.31%
Lakes	28.65	52.90	81.55	2.94%
Golf Course	0.00	130.00	130.00	4.69%
FP&L Easement	17.32	57.25	74.57	2.68%
Single Family Residential (with Upland Buffer)	340.68	827.61	1168.29	42.17%
TOTAL ACREAGE	910.00	1860.82	2770.82	100.00%

** REVISED

LAND USE	ORIGINAL	REVISED <i>per 1991 Revision</i>	REVISED <i>per 2003 Revision</i>	CHANGED	%
Village Retail/Office	35.20	11.81	11.81	0.00	0.00%
Village Office	41.20	5.71	5.71	0.00	0.00%
Light Industrial	30.80	16.68	16.68	0.00	0.00%
Village Services/Recreational	164.00	400.68	400.68	0.00	0.00%
Parks & Schools	144.50	121.50	109.69	-11.81	-9.72%
Multi-Family Residential w/o Upland Buffers	191.00	64.03	64.03	0.00	0.00%
Single Family Residential w/o Upland Buffers	1717.00	967.05	978.86	11.81	1.22%
Upland Buffers	644.00	199.98	199.98	0.00	0.00%
Wetlands	1416.00	433.88	433.88	0.00	0.00%
Roads, Drainage, Golf Course, Retention, etc.	653.30	549.50	549.50	0.00	0.00%
TOTAL ACREAGE	5037.00	2770.62	2770.62	0.00	0.00%

** REVISED

USE	EMPLOYMENT ESTIMATES			
	ACRES	SQ. FT.	KSF	EMPLOYEES
Village Retail/Office (40% Office)	4.64	64,960	4/KSF	260
Village Retail/Office (60% Retail)	6.97	97,580	2.5/KSF	244
Village Office	5.71	79,940	4/KSF	320
Light Industrial/Office Warehouse	16.68	233,520	1.8/KSF	420
Golf & Tennis Club	N/A	N/A	AVERAGES	60
TOTAL EMPLOYEES				1,304

UNIT TYPE	FAMILY SIZE	DWELLING UNITS		POPULATION TOTALS
		ORMOND	FLAGLER	
Single Family	2.95	932	1237	6398
Multi-Family:				
(a) Townhouses & Villas	2.7	50	245	797
(b) Apartments & Condo's	2.1	0	220	462
TOTALS		982	1702	7657
GROSS DWELLING UNITS PER ACRE		1.08	0.91	AVG .97 DUA

*Employment Estimates are Based on the Following Source:

- ITE Trip Generation, 4th Edition
- Village Office (40% of Village Retail/Office)
14,000 Square Feet of Building per Acre
4 Employees per KSF
 - Village Retail (60% of Village Retail/Office)
10,000 Square Feet of Building per Acre
2.5 Employees per KSF
 - Village Office
14,000 Square Feet of Building per Acre
4 Employees per KSF
 - Light Industrial/Office Warehouse
14,000 Square Feet of Building per Acre
1.8 Employees per KSF

NOTE: SUBSTANTIAL DEVIATION LAND AREA IN FLAGLER COUNTY IS
 1094 ACRES WITH 949 DWELLING UNITS OR A GROSS DENSITY
 OF .845 DWELLING UNITS PER ACRE

Book: 5212

Page: 2603

Diane M. Matousek

EXHIBIT "F"
Revised Development Schedule September 5, 2003

Volusia County, Clerk of Court

ORMOND BEACH

FLAGLER COUNTY

Year	Phase	Description	Year	Phase	Description
Completed	PDA PDA	Deed: Easement (Rima Ridge Well Field) 108 Single Family Dwelling Units Deed: Airport Rd. R.O.W. Deed: Regional Water & Sewer Plant Sites Deed: Easement (Hudson Well Field)	Completed	PDA	Deed Airport Rd. R.O.W.
Completed	OB-I	128 Single Family Dwelling Units Deed: Public Safety Site Deed: Church Site SR 40	Present Thru 3	FC-I	187 Single Family Dwelling Units 193 Multi Family Dwelling Units Construction HR Blvd. To Airport Rd. Construction Airport Rd. from HR Blvd. To City Limits E. Deed Public Safety Site Deed Community Recreation Park Day Care Facility
Completed	OB-II	99 Single Family Dwelling Units Construct Airport Rd. from East to West City Limits	4 Thru 7	FC-II	Light Industry 50,000 Square Feet Deed Library Site Village Center Retail 15,000 Square Feet Light Industry 25,000 Square Feet Construct Airport Rd. west to School Sites Deed Middle School Site Deed Elementary School Site Deed Church Site Deed Maintenance Yard Site Deed Regional Park Site Village Center Office 15,000 Square Feet 156 Single Family Dwelling Units 50 Multi Family Dwelling Units Complete Golf Course
Present	OB-III	204 Single Family Dwelling Units Deed Middle School Site	8	FC-III	Complete Airport Road to SR 40 Village Office 20,000 Square Feet Light Industry 25,000 Square Feet Start Equestrian Center 85 Single Family Dwelling Units
1 Thru 3	OB-IV	392 Single Family Dwelling Units 50 Multi Family Units Deed City Recreational Park @ Airport Rd.	9 & 10	FC-IV	Light Industry 25,000 Square Feet 50 Multi-Family Dwelling Units Village Center Retail 30,000 Square Feet Village Center Office 20,000 Square Feet Light Industry 50,000 Square Feet Village Office 20,000 Square Feet 72 Multi-Family Dwelling Units
SUBSTANTIAL DEVIATION REQUEST IS REQUIRED FOR FUTURE PHASES					
			11	FC-V	Light Industry 30,000 Square Feet 100 Multi-Family Dwelling Units Village Office 20,000 Square Feet 150 Single Family Dwelling Units
			12	FC-VI	Village Center Retail 52,580 Square Feet Light Industry 28,520 Square Feet Village Center Office 29,960 Square Feet 250 Single Family Dwelling Units
			13	FC-VII	250 Single Family Dwelling Units Village Office 19,940 Square Feet
			14	FC-VIII	189 Single Family Dwelling Units

BOOKER & ASSOCIATES, P.A.
ATTORNEYS AT LAW

1019 TOWN CENTER DRIVE, SUITE 201
ORANGE CITY, FLORIDA 32763
PHONE (386) 774-6552
FAX (386) 774-5997

KIM C. BOOKER
kbooker@bookerandassoc.com

ANDREW F. LANGENBACH
AndrewL@bookerandassoc.com

Sent via Email: tmayton@sjrwmd.com

February 24, 2022

Thomas Mayton, Esquire
St. Johns River Water Management District
4049 Reid Street
Palatka, Florida 32177-2571

Re: Hunter's Ridge Development of Regional Impact in Ormond Beach recorded as a Notice of Adoption of Development Order recorded in Official Records Book 3696, Page 1640 as in Official Records Book 3739, Page 1898, Official Records Book 3754, Page 1692 and Official Records Book 5212, Page 2589, Public Records of Volusia County, Florida ("Hunter's Ridge DRI"). Compliance with Developer's Obligation to convey Conservation Lands in Ormond to SJRWMD;

Dear Mr. Mayton:

Please see attached a draft of the proposed Special Warranty Deed conveying to the St. Johns River Water Management District an undivided one half interest in the Conservation Lands (as defined in the Hunter's Ridge DRI and Joint Stipulation). The Developer is required to convey an undivided one half interest in said Conservation Lands subject to the rights retained by the Developer under the DRI which include but are not limited to hunting rights, timber rights, equestrian activities, and mitigation rights. Accordingly, the attached deed is intended to comply with the conditions of the DRI. During the past twenty plus years, as the Ormond Beach DRI was substantially built out (all except 50 MF units), SJRWMD had indicated that it did not want the fee simple interest and preferred a Conservation Easement to be recorded on the property as it was utilized for mitigation in connection with individual permits. However, the City of Ormond is asserting now that the developer is not in compliance under the DRI. Accordingly, my client who purchased the property in April of 2021 is tendering this deed, upon your review and approval, for the one-half undivided interest in the Conservation Lands, as required by the DRI. In the event SJRWMD elects not to accept this Special Warranty Deed, then the property must be returned to my client and a conservation easement may be provided at the time of mitigation, as it has been done in the past. Please advise if SJRWMD has any comments or changes to the proposed deed or whether they will accept or reject the delivery of the Special Warranty Deed.

I look forward to hearing from you soon.

Sincerely,

Booker & Associates, P.A.

By: 

Kim C. Booker, Attorney at Law

cc: jquiggle@sjrwmd.com

Kim Booker

From: Hayes, Randy <Randy.Hayes@ormondbeach.org>
Sent: Monday, February 28, 2022 10:33 AM
To: Kim Booker; nmckinnon@mckinnonandmckinnonpa.com; Shanahan, Joyce; Finley, Shawn
Cc: Glen Fishman; Jake Beren; Kimberly A. Buck
Subject: RE: proposed special warranty deed for conservation lands

Kim – receipt confirmed. I'll get back with you once I've had an opportunity to review the material.

Randal A. Hayes, Esq.

CITY ATTORNEY
22 South Beach Street
Ormond Beach, FL 32175
(386) 676-3217
Randy.Hayes@ormondbeach.org

From: Kim Booker <kbooker@bookerandassoc.com>
Sent: Thursday, February 24, 2022 6:14 PM
To: Hayes, Randy <Randy.Hayes@ormondbeach.org>; nmckinnon@mckinnonandmckinnonpa.com; Shanahan, Joyce <Joyce.Shanahan@ormondbeach.org>; Finley, Shawn <Shawn.Finley@ormondbeach.org>
Cc: Glen Fishman <gfishman@assetrestructuring.com>; Jake Beren <jberen@huntersridgefl.com>; Kimberly A. Buck <kim.buck@ae-group.com>
Subject: proposed special warranty deed for conservation lands

[External Email-Use Caution] - OB/IT Helpdesk

Please see attached for your review. A title commitment will provide the permitted exceptions, which will be provided as soon as possible. I have attached a separate legal description because I am still working on confirmation that this is the latest and correct legal description for the conservation lands. I look forward to hearing from you soon.

Kim C. Booker, Attorney at Law
Booker & Associates, P.A.
1019 Town Center Drive, Suite 201
Orange City, Florida 32763
Telephone (386) 774-6552
Fax (386) 774 -5997

This communication is intended to be a confidential and privileged communication protected by attorney client privilege. If you are the unintended recipient of this communication, please notify my office immediately at 386 774 6552. Due to increased risk of fraud, please confirm any and all wiring instructions before sending any wires to our office.

Notice: Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

From: [Kim Booker](#)
To: [Hayes, Randy](#); nmckinnon@mckinnonandmckinnonpa.com; [Shanahan, Joyce](#); [Finley, Shawn](#); [Glen Fishman](#); [Jake Beren](#); [Kimberly A. Buck](#)
Subject: Conservation Lands- Hunter"s Ridge DRI
Date: Thursday, March 10, 2022 9:54:00 AM
Attachments: [Hunters Ridge Warranty Deed \(Conservation Land\) v3- ormond.doc](#)
[TRACT D LEGAL.docx](#)

Please see the attached updated and verified legal from the surveyor for the conservation lands. I am preparing a title search as well to complete the conveyance pursuant to the DRI. Please provide me with any comments to the Special Warranty Deed so we may have said deed executed as soon as I have the title work completed.

Kim C. Booker, Attorney at Law
Booker & Associates, P.A.
1019 Town Center Drive, Suite 201
Orange City, Florida 32763
Telephone (386) 774-6552
Fax (386) 774 -5997

This communication is intended to be a confidential and privileged communication protected by attorney client privilege. If you are the unintended recipient of this communication, please notify my office immediately at 386 774 6552. Due to increased risk of fraud, please confirm any and all wiring instructions before sending any wires to our office.

Prepared By and Return To:

Kim C. Booker, Attorney at Law
Booker & Associates
1019 Town Center Drive, Suite 201
Orange City, Florida 32763

[Space Above This Line for Recording Data]

SPECIAL WARRANTY DEED

THIS WARRANTY DEED made this ____ day of _____ 2022 between US CAPITAL ALLIANCE, LLC, a Florida limited liability company, whose address is 111 Coleman Blvd, Ste 400, Mount Pleasant, South Carolina 29464 (the “Grantor”) and to CITY of ORMOND BEACH, FLORIDA, a municipal corporation and a political subdivision of the State of Florida, whose address is 22 South Beach Street, Ormond Beach, Florida 32174 (hereinafter referred to as “SJRWMD”), as to an undivided one half interest in fee simple (the “City” and “SJRWMD” shall be collectively referred to as “Grantee”).

Witnesseth, that said Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantee and Grantee’s heirs and assigns forever, the following described land, situate, lying and being in Volusia County, Florida (the “Property”), to-wit:

SEE ATTACHED EXHIBIT “A”

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property; that the Grantor hereby fully warrants the title to said Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, and that the Property is free of all encumbrances, except those Permitted Exceptions shown on Exhibit “B,” attached hereto and incorporated herein, provided that this reference shall not serve to reimpose same.

By Acceptance of this Warranty Deed, Grantee hereby acknowledges that the use of the Property described herein shall be subject to the restrictions as are set forth in that certain Joint Stipulation dated December 6, 1990, recorded at Official Records Book 3696, Page 1649, *et. seq.*, Public Records of Volusia County, Florida (hereinafter referred to as the “**Joint Stipulation**”) as well as the Hunter’s Ridge Development of Regional Impact recorded in that certain Development Order for Hunter’s Ridge, A Development Of Regional Impact adopted by Ormond Beach, and incorporated into that certain Notice of Adoption of Development Order

recorded on October 1, 1991, in Official Records Book 3696, Pages 1640 through 1745, inclusive, and in Official Records Book 3739, Page 1898, in Official Records Book 3754, Page 1692 and in Official Records Book 5212, Page 2589, as amended from time to time, all being recorded in Public Records of Volusia County, Florida, (hereinafter collectively referred to as the "**Development Order**"). Grantor/Developer shall retain all rights to use the Property as set forth in the Development Order and Joint Stipulation and shall more specifically reserve and retain all rights as set forth in Paragraph 3.5 of the Special Conditions of the Development Order and all such reservation of rights set forth in the Joint Stipulation. The Grantee further acknowledges the rights of the Florida Audubon Society, a Florida non-profit corporation, to enforce said restrictions as permitted by the Joint Stipulation. Furthermore, this conveyance shall be subject to the restrictions and conditions set forth on the attached Exhibit "C" which are incorporated herein by this reference.

In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed, and delivered
In the presence of:

US CAPITAL ALLIANCE, LLC
a Florida limited liability company

Witnesses:

By: Hunter's Ridge Acquisition and
Development, LLC., a Florida limited
liability company, its Manager

By: Hunter's Ridge Manager, LLC., a
Delaware limited liability company

Print Name: _____

By: _____
Glen Fishman, Manager

Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me ____ in my physical presence or ____ by online notary on this ____ day of _____ 2022, by Glen Fishman, as Manager of Hunter's Ridge Manager, LLC., a Delaware limited liability company, as Manager of Hunter's Ridge Acquisition and Development, LLC, a limited liability company, as Manager of US Capital Alliance, LLC. and who is personally known to me or who has produced _____ as identification.

Print Name: _____
Notary Public, State of _____
Commission No. _____
My Commission Expires: _____

EXHIBIT “A”

DESCRIPTIONS:

TRACT "D"

A PORTION OF LAND SITUATE IN SECTIONS 28 AND 29, TOWNSHIP 14 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, LYING NORTHERLY OF AND ADJACENT TO STATE ROAD 40, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE POINT OF BEGINNING BEING THE NORTHWEST CORNER OF SAID SECTION 28, TOWNSHIP 14 SOUTH, RANGE 31 EAST, BEAR N88°05'31"E ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 28 A DISTANCE OF 1414.45' TO A CURVE, CONCAVE EASTERLY; THENCE DEPARTING SAID NORTH LINE, ALONG THE CURVE TO THE LEFT HAVING A DELTA OF 28°53'44", A RADIUS OF 1953.34', AN ARC LENGTH OF 985.11', A CHORD BEARING OF S01°02'15"E, AND A CHORD DISTANCE OF 974.71' TO THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 40 WETLAND RETENTION AREA 110 PART C(WRA 110C); THENCE ALONG THE NORTHERLY LINE OF "WRA 110C" S66°57'15"W A DISTANCE OF 356.03'; THENCE S15°48'15"E A DISTANCE OF 261.38' TO THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 40 (200'R/W); THENCE DEPARTING SAID "WRA 110C" ALONG THE SAID NORTHERLY RIGHT-OF-WAY LINE OF SR 40 S66°57'15"W A DISTANCE OF 2589.37' TO WATER RETENTION AREA 110 PART B(WRA 110B); THENCE ALONG SAID "WRA 110B" N23°02'45"W A DISTANCE OF 146.00'; THENCE S66°57'15"W A DISTANCE OF 730.00'; THENCE S23°02'45"E A DISTANCE OF 146.00'; THENCE DEPARTING "WRA 110B" S66°57'15"W A DISTANCE OF 1936.83' TO WATER RETENTION AREA 110 PART A(WRA 110A); THENCE ALONG SAID "WRA 110A" N19°57'17"W A DISTANCE OF 174.43'; THENCE N70°02'27"E A DISTANCE OF 146.58'; THENCE N19°57'17"W A DISTANCE OF 25.00'; THENCE S70°02'27"W A DISTANCE OF 146.58'; THENCE N19°57'17"W A DISTANCE OF 30.54'; THENCE S66°57'06"W A DISTANCE OF 172.84'; THENCE DEPARTING SAID "WRA 110A" N0°45'15"W A DISTANCE OF 355.50'; THENCE S89°10'39"W A DISTANCE OF 51.06'; THENCE N0°49'11"W A DISTANCE OF 2710.10' TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 29; THENCE N87°40'00"E ALONG THE SAID NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 29 A DISTANCE OF 1331.92' TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 29; THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 29 N87°39'47"E A DISTANCE OF 2665.25' TO THE POINT OF BEGINNING.

PARCEL CONTAINING 278.4209 ACRES MORE OR LESS.

EXHIBIT "B"
Permitted Exceptions
[TO BE UPDATED PRIOR TO RECORDING]

EXHIBIT "C"- Restrictive Conditions

A. The Grantor/Developer, US Capital Alliance, LLC., has obtained a Conceptual Permit No 22838-47, as may be amended, extended or modified from time to time, from the St. Johns River Water Management District (the "SJRWMD") and in the future, in conjunction with the development of each particular phase within the Project, the Grantor/Developer, US Capital Alliance, LLC., and/or its successors or assigns in interest ("Grantor/Developer") will submit applications for permits to the SJRWMD, United States Army Corps of Engineers ("ACOE"), Department of Environmental Protection ("DEP") (the "ACOE," "DEP" and collectively, with the SJRWMD, the "Permitting Authorities") for the purpose of allowing for the development of the Project, as such are required and shall obtain all other necessary approvals from the applicable governmental authorities required to dredge and fill wetlands and to perform required mitigation and related site work (collectively, the "Wetland Permits").

B. The Parties agree that any Wetland Permits which may be issued in the future and which impact the Conservation Area Property described on Exhibit "A" herein ("Conservation Area Property"), and shall be in a form reasonably acceptable to the Permitting Authorities, as applicable and the Grantor/Developer and, further, shall be consistent with the Development Order (as defined in the Special Warranty Deed attached hereto) and the Joint Stipulation (as defined in the Special Warranty Deed attached hereto). The Grantor/Developer and the City of Ormond ("City") agree to fully cooperate with respect to the regulatory processes associated with the application, review and issuance of Wetland Permits, or any amendments thereto. In this regard, the City's participation shall include, but will not be limited to, the review, approval (or disapproval with specific reasons for disapproval based upon Development Order or Joint Stipulation), and execution of all applications, petitions and other instruments pertaining to the Wetland Permits in a diligent and timely manner, so as not to cause the Grantor/Developer any unnecessary or unreasonable delays in the approval process. The City acknowledges that its review of the applications for Wetland Permits shall be to assure consistency with the Development Order, the Joint Stipulation, and this Special Warranty Deed Conditions, and it may not deny the Grantor/Developer the use of the Conservation Area Property for mitigation unless the proposed mitigation violates the terms of the Development Order or the Joint Stipulation.

C. Within ten (10) business days of receipt of any permit applications or documents, the City Manager shall provide the Grantor/Developer with his or her approval and consent thereto. In the event the City Manager fails to provide the Grantor/Developer with a response within the ten (10) day business period, the application shall be deemed to be approved, and the City Manager shall be required to execute the application within three (3) business days thereafter. Should the City Manager disapprove of any such applications or documents, then he/she shall promptly provide the Grantor/Developer with detailed notice of its objections and state specific grounds therefor based upon the Development Order or Joint Stipulation. To the fullest extent practical, the City Manager, or his/her designee, shall have the right to attend all meetings, hearings, telephone conferences or other material interactions with the Permitting Authorities regarding the Wetland Permits, and the Grantor/Developer shall endeavor in good faith to provide the City Manager with advance written notice of such meetings, hearings, etc. at least forty-eight (48) hours prior thereto.

D. Once the Wetland Permits are issued by the Permitting Authorities, the Grantor/Developer may request modifications, changes, deviations, alterations, additions, supplements, or substitutions to the Wetland Permits, including modifications to seek additional mitigation credits associated with enhancement projects within the Conservation Area Property, with the prior written consent of the City Manager, which consent shall not be unreasonably withheld, conditioned, or delayed. The Parties agree that the City may also request modifications, changes, deviations, alterations, additions, supplements or substitutions to the Wetland Permits in order to allow for its use of the Conservation Area Property, with the prior written consent of the Grantor/Developer, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that such modifications shall not adversely impact, interfere with, limit or restrict, in any way, the Grantor/Developer's use of the Conservation Area Property for wetland mitigation or otherwise impact the wetland mitigation value granted to the Grantor/Developer by the Wetland Permits or the Development Order or Joint Stipulation. Nothing herein shall limit or restrict the Grantor/Developer's rights under the Development Order, as amended from time to time or the Joint Stipulation. All rights reserved to Grantor contained in the Development Order and the Joint Stipulation shall be reserved herein by this reference and Grantee shall take no action that will adversely impact or limit Grantor's rights retained under the Development Order or Joint Stipulation including not limited to mitigation rights, timber rights, hunting rights, equestrian rights and such other rights retained by Grantor/Developer as set forth in the Development Order and Joint Stipulation. Such reservation of rights set forth in the Development Order and Joint Stipulation retained by the Grantor/Developer upon the conveyance of the Conservation Lands shall be reimposed as if stated in their entirety herein.

E. The Grantor/Developer may be permitted, at its sole cost and expense, to engage in certain environmental enhancement or restoration activities, in addition to those which are set forth in the Conceptual Permit, or which may be required pursuant to the Hydroperiod Restoration Plan or Wetland Permits, in order to increase the amount of mitigation credits which may be generated within the Conservation Area Property (the "Lift Projects"). Any Lift Projects shall be subject to the City Manager's written consent, which shall not be unreasonably withheld, conditioned, or delayed. The Grantor/ Developer shall apply for and complete any Lift Projects on or before January 1, 2032, unless such date is extended by law or approved by City Commission but shall remain responsible for any associated management and monitoring activities required by the Permitting Authorities.

F. The Grantor/Developer shall be entitled to claim future mitigation credits which may be associated with the Wetland Permits and/or the Conservation Easements, the construction of improvements pursuant to the Hydroperiod Restoration Plan, the Lift Projects, or any other additional environmental enhancement activities contemplated by this Agreement, in order to offset any mitigation requirements arising from the construction and development of the Project, providing that such credits are acceptable to the Permitting Authorities (the "Future Mitigation Credits").

G. The Grantor/Developer shall be permitted to engage in soil excavation for a borrow pit/fire pond (the "Borrow Pit") within the east section of the Conservation Area Property, as generally depicted in Exhibit "D" attached hereto. Grantor/ Developer shall be entitled to retain all rights to the fill material retrieved during the construction of the Borrow Pit and any revenues generated therefrom. The Borrow Pit shall not exceed 33 acres in size and shall be constructed in accordance with an earthmoving, haul route, and reclamation site plan (the "Excavation Plan"), which shall be agreed upon by the Grantor/Developer and the City Manager, prior to the initiation of permitting and construction. The Excavation Plan shall include, but not be limited to, parameters for contouring and sloping the Borrow Pit, maintaining suitable buffers from wetland areas, and for integrating the Borrow Pit with the existing pond as depicted in Exhibit "D". The Grantor/Developer shall be responsible for obtaining all associated city, county, state, and federal regulatory permits and approvals on or before February 1, 2024, including, but not limited to, an amendment to any conservation easements, if required. The Grantor/Developer shall complete all excavation and reclamation activities within 5 years after construction of the Borrow Pit is initiated.

H. The Grantor/Developer agrees to indemnify, defend and hold harmless the City from any suits, actions, claims, losses or damage of any nature arising out of any damage to person or property caused by or arising from any act, omission, performance or nonperformance of the Grantor/Developer, its agents, servants, employees, or others under the Grantor/Developer's direction or control; and to pay the City all losses, damages, expenses, costs, and attorney's fees, that the City sustains because of a default by the Grantor/Developer under its permits. Grantee shall also indemnify Grantor/Developer against any and all claims, losses or damages including violations of any permits, conservation easements, Development Order or Joint Stipulation arising out of damage to person or property caused by or arising from any act, omission, performance or nonperformance of the City, its agents, servants, employees, or others under the direction and/or control off the City and to pay the Grantor/Developer for all losses, damages, expenses costs and attorney fees incurred by Grantor/Developer because of a default caused by the City under the Development Order or the Joint Stipulation or any other activities conducted by the City on the Conservation Area Property.

I. Grantor/Developer shall retain a non-exclusive easement for the purpose of ingress, egress and access over, under and through the Conservation Area Property for the purposes of monitoring, maintaining, completing and performing restoration of wetlands or satisfying or performing any other permit requirements, to conduct such activities as may be required by a Management Plan; and to preserve and exercise such rights reserved to Grantor/Developer in the Development Order including but not limited to mitigation rights, hunting rights, equestrian activities and such other activities as are permitted under the Development Order and Joint Stipulation. Further, Grantor/Developer shall retain all non-exclusive access rights for vehicular and pedestrian ingress and egress over, through and across the road known as the 40 Grade running through the Conservation Area Property from State Road 40.

J. Any and all activities conducted by Grantee/City within the Conservation Park Property shall be consistent with the requirements and restrictions set forth in the Development Order and Joint Stipulation and this instrument is not intended to grant any additional rights for the benefit of the public other than as set forth in the Development Order. Grantee shall not conduct any

activities within the Conservation Area Property that would restrict, limit, reduce or interfere in anyway with the rights reserved to the Grantor/Developer under the Development Order and Joint Stipulation including but not limited to the right to use the Conservation Area Property for mitigation credits for development.

K. At the execution and recording of this Special Warranty Deed, Grantee shall pay or assign to the Grantor/Developer Impact Fee Credits for conservation lands as required by the Development Order and Joint Stipulation for the fair market value of the Conservation Area Property.

Mary Murphy

From: Hayes, Randy <Randy.Hayes@ormondbeach.org>
Sent: Thursday, March 10, 2022 11:41 AM
To: Kim Booker; nmckinnon@mckinnonandmckinnonpa.com; Shanahan, Joyce; Finley, Shawn; Glen Fishman; Jacob Beren; Kimberly A. Buck
Subject: RE: Conservation Lands- Hunter's Ridge DRI

Thank you, Kim.

We are reviewing the documents. We would also like to review the survey for the legal description, which does not appear to have been provided.

Thank you

Randal A. Hayes, Esq.

CITY ATTORNEY
22 South Beach Street
Ormond Beach, FL 32175
(386) 676-3217
Randy.Hayes@ormondbeach.org

From: Kim Booker <kbooker@bookerandassoc.com>
Sent: Thursday, March 10, 2022 9:54 AM
To: Hayes, Randy <Randy.Hayes@ormondbeach.org>; nmckinnon@mckinnonandmckinnonpa.com; Shanahan, Joyce <Joyce.Shanahan@ormondbeach.org>; Finley, Shawn <Shawn.Finley@ormondbeach.org>; Glen Fishman <gfishman@assetrestructuring.com>; Jake Beren <jberen@huntersridgefl.com>; Kimberly A. Buck <kim.buck@ae-group.com>
Subject: Conservation Lands- Hunter's Ridge DRI

[External Email-Use Caution] - OB/IT Helpdesk

Please see the attached updated and verified legal from the surveyor for the conservation lands. I am preparing a title search as well to complete the conveyance pursuant to the DRI. Please provide me with any comments to the Special Warranty Deed so we may have said deed executed as soon as I have the title work completed.

Kim C. Booker, Attorney at Law
Booker & Associates, P.A.
1019 Town Center Drive, Suite 201
Orange City, Florida 32763
Telephone (386) 774-6552
Fax (386) 774 -5997

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Notice: Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

Mary Murphy

From: Kim Booker
Sent: Thursday, March 10, 2022 8:24 PM
To: Hayes, Randy; nmckinnon@mckinnonandmckinnonpa.com; Shanahan, Joyce; Finley, Shawn; Glen Fishman; Jacob Beren; Kimberly A. Buck
Subject: RE: Conservation Lands- Hunter's Ridge DRI
Attachments: survey of conservation area.pdf

Please see the survey attached for the conservation area.

Kim C. Booker, Attorney at Law
Booker & Associates, P.A.
1019 Town Center Drive, Suite 201
Orange City, Florida 32763
Telephone (386) 774-6552
Fax (386) 774 -5997

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From: Hayes, Randy <Randy.Hayes@ormondbeach.org>
Sent: Thursday, March 10, 2022 11:41 AM
To: Kim Booker <kbooker@bookerandassoc.com>; nmckinnon@mckinnonandmckinnonpa.com; Shanahan, Joyce <Joyce.Shanahan@ormondbeach.org>; Finley, Shawn <Shawn.Finley@ormondbeach.org>; Glen Fishman <gfishman@assetrestructuring.com>; Jake Beren <jberen@huntersridgefl.com>; Kimberly A. Buck <kim.buck@ae-group.com>
Subject: RE: Conservation Lands- Hunter's Ridge DRI

Thank you, Kim.

We are reviewing the documents. We would also like to review the survey for the legal description, which does not appear to have been provided.

Thank you

Randal A. Hayes, Esq.

CITY ATTORNEY
22 South Beach Street
Ormond Beach, FL 32175
(386) 676-3217
Randy.Hayes@ormondbeach.org

From: Kim Booker <kbooker@bookerandassoc.com>
Sent: Thursday, March 10, 2022 9:54 AM
To: Hayes, Randy <Randy.Hayes@ormondbeach.org>; nmckinnon@mckinnonandmckinnonpa.com; Shanahan, Joyce <Joyce.Shanahan@ormondbeach.org>; Finley, Shawn <Shawn.Finley@ormondbeach.org>; Glen Fishman <gfishman@assetrestructuring.com>; Jake Beren <jberen@huntersridgefl.com>; Kimberly A. Buck <kim.buck@ae-group.com>
Subject: Conservation Lands- Hunter's Ridge DRI

Please see the attached updated and verified legal from the surveyor for the conservation lands. I am preparing a title search as well to complete the conveyance pursuant to the DRI. Please provide me with any comments to the Special Warranty Deed so we may have said deed executed as soon as I have the title work completed.

Kim C. Booker, Attorney at Law
Booker & Associates, P.A.
1019 Town Center Drive, Suite 201
Orange City, Florida 32763
Telephone (386) 774-6552
Fax (386) 774 -5997

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Mary Murphy

From: Kim Booker
Sent: Monday, March 14, 2022 2:53 PM
To: Kimberly A. Buck; Glen Fishman; Jacob Beren
Subject: Fwd: Hunter's Ridge Proposed Deed to Ormond Beach

See questions below.

Get [Outlook for iOS](#)

From: Scott Simpson <scott.scottsimpsonlaw@gmail.com>
Sent: Monday, March 14, 2022 2:40 PM
To: Kim Booker <kbooker@bookerandassoc.com>
Cc: Noah McKinnon <nmckinnon@mckinnonandmckinnonpa.com>; Hayes, Randy <Randy.Hayes@ormondbeach.org>
Subject: Hunter's Ridge Proposed Deed to Ormond Beach

Kim:

As you know, Noah and I are working with Randy Hayes, City Attorney for Ormond Beach, in regards to Hunter's Ridge, specifically the proposed transfer of property from your client. I have reviewed the proposed deed along with other documents that you provided to Randy and below are some questions:

- 1) In attachment "C" there are references to Project. Is the Project the Hunters Ridge development or is it referring to a restoration project?
- 2) When we last met there was a discussion about a borrow pit. Is the 33 acre borrow pit referenced in the deed the existing borrow pit? What is the size of the current borrow pit, including depth? Do you have any permits or other governmental authorization for the existing borrow pit?
- 3) Can you provide a copy of Conceptual Permit No. 22838-47.

Thank you for your assistance.

--

Scott E. Simpson
Scott E. Simpson, P.A.
595 West Granada Blvd., Suite A
Ormond Beach, FL 32174
Telephone - (386) 677-3431
Facsimile - (386) 673-0748
scott.scottsimpsonlaw@gmail.com

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Mary Murphy

From: Kim Booker
Sent: Wednesday, March 23, 2022 4:36 PM
To: Scott Simpson
Cc: Noah McKinnon; Hayes, Randy; Glen Fishman; Jacob Beren
Subject: RE: Hunter's Ridge Proposed Deed to Ormond Beach
Attachments: Hunters Ridge Warranty Deed (Conservation Land) v4- ormond clean 32322.doc; TRACT D LEGAL.docx; survey of conservation area.pdf; Permit 22838-47.pdf; Hunters Ridge Warranty Deed (Conservation Land) v3- ormond redline 32322.doc

Scott,

Please see the responses in red to your questions below and I have made a couple of minor revisions to the Special Warranty Deed to clean up the defined term "Project" and remove the reference to the SJRWMD at the top. I have attached a copy of the survey, legal description, redlined and clean version of the Special Warranty Deed and the SJRWMD Conceptual Permit. The developer is in the process of modifying said permit to include the Ormond Beach side for the pending projects south of Airport Road. There is also an existing 50 acre conservation easement recorded on the conservation area as shown on the survey for an already existing permit outside the Conceptual Permit.

Finally, the responses to your questions are in red below:

- 1) In attachment "C" there are references to Project. Is the Project the Hunters Ridge development or is it referring to a restoration project? **The Project refers to the Hunter's Ridge Development Order. I revised the document so that the definition was more clear.**
- 2) When we last met there was a discussion about a borrow pit. Is the 33 acre borrow pit referenced in the deed the existing borrow pit? **Yes.** What is the size of the current borrow pit, including depth? Do you have any permits or other governmental authorization for the existing borrow pit? **The referenced borrow pit is going to be expanded and deepened by the Developer as a fire lake and permit applications are in the process of being completed. The existing pit is approximately 5.6 acres. The depth varies, however, it appears to be shallow, estimated at approximately 4'. There are no known prior permits for the existing borrow pit and we believe that it was existing at the time Hunter's Ridge submitted its application for the DRI.**
- 3) Can you provide a copy of Conceptual Permit No. 22838-47. **Attached is a copy of the conceptual permit.**

One of the reasons my client requested an additional in person meeting was to clarify and discuss all of these items in more detail. However, the City has denied several such request to meet with my client. We are still open to meeting to discuss any of these matters to that we may create a clear and reasonable process for future development and the mitigation process under the DRI. Historically, the conservation easements were addressed on an individual project basis and the conservation easements were recorded at the time of the permit issuance as such is required by the DRI. Let me know if you have any further questions or comments. I look forward to working with you on this matter.

Kim C. Booker, Attorney at Law
Booker & Associates, P.A.
1019 Town Center Drive, Suite 201
Orange City, Florida 32763
Telephone (386) 774-6552
Fax (386) 774 -5997

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From: Scott Simpson <scott.scottsimpsonlaw@gmail.com>

Sent: Monday, March 14, 2022 2:40 PM

To: Kim Booker <kbooker@bookerandassoc.com>

Cc: Noah McKinnon <nmckinnon@mckinnonandmckinnonpa.com>; Hayes, Randy <Randy.Hayes@ormondbeach.org>

Subject: Hunter's Ridge Proposed Deed to Ormond Beach

Kim:

As you know, Noah and I are working with Randy Hayes, City Attorney for Ormond Beach, in regards to Hunter's Ridge, specifically the proposed transfer of property from your client. I have reviewed the proposed deed along with other documents that you provided to Randy and below are some questions:

- 1) In attachment "C" there are references to Project. Is the Project the Hunters Ridge development or is it referring to a restoration project?
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- 3) Can you provide a copy of Conceptual Permit No. 22838-47.

Thank you for your assistance.

--

Scott E. Simpson

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595 West Granada Blvd., Suite A

Ormond Beach, FL 32174

Telephone - (386) 677-3431

Facsimile - (386) 673-0748

scott.scottsimpsonlaw@gmail.com

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Prepared By and Return To:

Kim C. Booker, Attorney at Law
Booker & Associates
1019 Town Center Drive, Suite 201
Orange City, Florida 32763

[Space Above This Line for Recording Data]

SPECIAL WARRANTY DEED

THIS WARRANTY DEED made this ____ day of _____ 2022 between US CAPITAL ALLIANCE, LLC, a Florida limited liability company, whose address is 111 Coleman Blvd, Ste 400, Mount Pleasant, South Carolina 29464 (the “Grantor”) and to CITY of ORMOND BEACH, FLORIDA, a municipal corporation and a political subdivision of the State of Florida, whose address is 22 South Beach Street, Ormond Beach, Florida 32174 (hereinafter referred to as “City” or “Grantee”), as to an undivided one half interest in fee simple.

Witnesseth, that said Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantee and Grantee’s heirs and assigns forever, the following described land, situate, lying and being in Volusia County, Florida (the “Property”), to-wit:

SEE ATTACHED EXHIBIT “A”

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property; that the Grantor hereby fully warrants the title to said Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, and that the Property is free of all encumbrances, except those Permitted Exceptions shown on Exhibit “B,” attached hereto and incorporated herein, provided that this reference shall not serve to reimpose same.

By Acceptance of this Warranty Deed, Grantee hereby acknowledges that the use of the Property described herein shall be subject to the restrictions as are set forth in that certain Joint Stipulation dated December 6, 1990, recorded at Official Records Book 3696, Page 1649, *et. seq.*, Public Records of Volusia County, Florida (hereinafter referred to as the “**Joint Stipulation**”) as well as the Hunter’s Ridge Development of Regional Impact recorded in that certain Development Order for Hunter’s Ridge, A Development Of Regional Impact adopted by Ormond Beach, and incorporated into that certain Notice of Adoption of Development Order recorded on October 1, 1991, in Official Records Book 3696, Pages 1640 through 1745,

inclusive, and in Official Records Book 3739, Page 1898, in Official Records Book 3754, Page 1692 and in Official Records Book 5212, Page 2589, as amended from time to time, all being recorded in Public Records of Volusia County, Florida, (hereinafter collectively referred to as the **“Development Order”**). Grantor/Developer shall retain all rights to use the Property as set forth in the Development Order and Joint Stipulation and shall more specifically reserve and retain all rights as set forth in Paragraph 3.5 of the Special Conditions of the Development Order and all such reservation of rights set forth in the Joint Stipulation. The Grantee further acknowledges the rights of the Florida Audubon Society, a Florida non-profit corporation, to enforce said restrictions as permitted by the Joint Stipulation. Furthermore, this conveyance shall be subject to the restrictions and conditions set forth on the attached Exhibit “C” which are incorporated herein by this reference.

In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed, and delivered
In the presence of:

US CAPITAL ALLIANCE, LLC
a Florida limited liability company

Witnesses:

By: Hunter's Ridge Acquisition and
Development, LLC., a Florida limited
liability company, its Manager

By: Hunter's Ridge Manager, LLC., a
Delaware limited liability company

Print Name: _____

By: _____
Glen Fishman, Manager

Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me ____ in my physical presence or ____ by online notary on this ____ day of _____ 2022, by Glen Fishman, as Manager of Hunter's Ridge Manager, LLC., a Delaware limited liability company, as Manager of Hunter's Ridge Acquisition and Development, LLC, a limited liability company, as Manager of US Capital Alliance, LLC. and who is personally known to me or who has produced _____ as identification.

Print Name: _____
Notary Public, State of _____
Commission No. _____
My Commission Expires: _____

EXHIBIT "A"

EXHIBIT "B"
Permitted Exceptions
[TO BE UPDATED PRIOR TO RECORDING]

EXHIBIT "C"- Restrictive Conditions

A. The Grantor/Developer, US Capital Alliance, LLC., has obtained a Conceptual Permit No 22838-47, as may be amended, extended or modified from time to time, from the St. Johns River Water Management District (the "SJRWMD") and in the future, in conjunction with the development of each particular phase within the Hunter's Ridge Development Order ("Project"). the Grantor/Developer, US Capital Alliance, LLC., and/or its successors or assigns in interest ("Grantor/Developer") will submit applications for permits to the SJRWMD, United States Army Corps of Engineers ("ACOE"), Department of Environmental Protection ("DEP") (the "ACOE," "DEP" and collectively, with the SJRWMD, the "Permitting Authorities") for the purpose of allowing for the development of the Project, as such are required and shall obtain all other necessary approvals from the applicable governmental authorities required to dredge and fill wetlands and to perform required mitigation and related site work (collectively, the "Wetland Permits").

B. The Parties agree that any Wetland Permits which may be issued in the future and which impact the Conservation Area Property described on Exhibit "A" herein ("Conservation Area Property"), shall be in a form reasonably acceptable to the Permitting Authorities, as applicable and the Grantor/Developer and, further, shall be consistent with the Development Order (as defined in the Special Warranty Deed attached hereto) and the Joint Stipulation (as defined in the Special Warranty Deed attached hereto). The Grantor/Developer and the City/Grantee agree to fully cooperate with respect to the regulatory processes associated with the application, review and issuance of Wetland Permits, or any amendments thereto. In this regard, the City's participation shall include, but will not be limited to, the review, approval (or disapproval with specific reasons for disapproval based upon Development Order or Joint Stipulation), and execution of all applications, petitions and other instruments pertaining to the Wetland Permits in a diligent and timely manner, so as not to cause the Grantor/Developer any unnecessary or unreasonable delays in the approval process. The City acknowledges that its review of the applications for Wetland Permits shall be to assure consistency with the Development Order, the Joint Stipulation, and this Special Warranty Deed Conditions, and it may not deny the Grantor/Developer the use of the Conservation Area Property for mitigation or enhancements unless the proposed mitigation violates the terms of the Development Order or the Joint Stipulation.

C. Within ten (10) business days of receipt of any permit applications or documents, the City Manager shall provide the Grantor/Developer with his or her approval and consent thereto. In the event the City Manager fails to provide the Grantor/Developer with a response within the ten (10) day business period, the application shall be deemed to be approved, and the City Manager shall be required to execute the application within three (3) business days thereafter. Should the City Manager disapprove of any such applications or documents, then he/she shall promptly provide the Grantor/Developer with detailed notice of its objections and state specific grounds therefor based upon the Development Order or Joint Stipulation. To the fullest extent practical, the City Manager, or his/her designee, shall have the right to attend all meetings, hearings, telephone conferences or other material interactions with the Permitting Authorities regarding the Wetland Permits, and the Grantor/Developer shall endeavor in good faith to

provide the City Manager with advance written notice of such meetings, hearings, etc. at least forty-eight (48) hours prior thereto.

D. Once the Wetland Permits are issued by the Permitting Authorities, the Grantor/Developer may request modifications, changes, deviations, alterations, additions, supplements, or substitutions to the Wetland Permits, including modifications to seek additional mitigation credits associated with enhancement projects within the Conservation Area Property, with the prior written consent of the City Manager, which consent shall not be unreasonably withheld, conditioned, or delayed. The Parties agree that the City may also request modifications, changes, deviations, alterations, additions, supplements or substitutions to the Wetland Permits in order to allow for its use of the Conservation Area Property, with the prior written consent of the Grantor/Developer, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that such modifications shall not adversely impact, interfere with, limit or restrict, in any way, the Grantor/Developer's use of the Conservation Area Property for wetland mitigation or otherwise impact the wetland mitigation value granted to the Grantor/Developer by the Wetland Permits or the Development Order or Joint Stipulation. Nothing herein shall limit or restrict the Grantor/Developer's rights under the Development Order, as amended from time to time or the Joint Stipulation. All rights reserved to Grantor contained in the Development Order and the Joint Stipulation shall be reserved herein by this reference and Grantee shall take no action that will adversely impact or limit Grantor's rights retained under the Development Order or Joint Stipulation including not limited to mitigation rights, timber rights, hunting rights, equestrian rights and such other rights retained by Grantor/Developer as set forth in the Development Order and Joint Stipulation. Such reservation of rights set forth in the Development Order and Joint Stipulation retained by the Grantor/Developer upon the conveyance of the Conservation Lands shall be reimposed as if stated in their entirety herein.

E. The Grantor/Developer may be permitted, at its sole cost and expense, to engage in certain environmental enhancement or restoration activities, in addition to those which are set forth in the Conceptual Permit, or which may be required pursuant to the Hydroperiod Restoration Plan or Wetland Permits, in order to increase the amount of mitigation credits which may be generated within the Conservation Area Property (the "Lift Projects"). Any Lift Projects shall be subject to the City Manager's written consent, which shall not be unreasonably withheld, conditioned, or delayed. The Grantor/ Developer shall apply for and complete any Lift Projects on or before January 1, 2032, unless such date is extended by law or approved by City Commission but shall remain responsible for any associated management and monitoring activities required by the Permitting Authorities.

F. The Grantor/Developer shall be entitled to claim future mitigation credits which may be associated with the Wetland Permits and/or the Conservation Easements, the construction of improvements pursuant to the Hydroperiod Restoration Plan, the Lift Projects, or any other additional environmental enhancement activities contemplated by this Agreement, in order to offset any mitigation requirements arising from the construction and development of the Project, providing that such credits are acceptable to the Permitting Authorities (the "Future Mitigation Credits").

G. The Grantor/Developer shall be permitted to engage in soil excavation for a borrow pit/fire pond (the "Borrow Pit") within the east section of the Conservation Area Property, as generally depicted in Exhibit "D" attached hereto. Grantor/ Developer shall be entitled to retain all rights to the fill material retrieved during the construction of the Borrow Pit and any revenues generated therefrom. The Borrow Pit shall not exceed 33 acres in size and shall be constructed in accordance with an earthmoving, haul route, and reclamation site plan (the "Excavation Plan"), which shall be agreed upon by the Grantor/Developer and the City Manager, prior to the initiation of permitting and construction. The Excavation Plan shall include, but not be limited to, parameters for contouring and sloping the Borrow Pit, maintaining suitable buffers from wetland areas, and for integrating the Borrow Pit with the existing pond as depicted in Exhibit "D". The Grantor/Developer shall be responsible for obtaining all associated city, county, state, and federal regulatory permits and approvals on or before February 1, 2024, including, but not limited to, an amendment to any conservation easements, if required. The Grantor/Developer shall complete all excavation and reclamation activities within 5 years after construction of the Borrow Pit is initiated.

H. The Grantor/Developer agrees to indemnify, defend and hold harmless the City from any suits, actions, claims, losses or damage of any nature arising out of any damage to person or property caused by or arising from any act, omission, performance or nonperformance of the Grantor/Developer, its agents, servants, employees, or others under the Grantor/Developer's direction or control; and to pay the City all losses, damages, expenses, costs, and attorney's fees, that the City sustains because of a default by the Grantor/Developer under its permits. Grantee shall also indemnify Grantor/Developer against any and all claims, losses or damages including violations of any permits, conservation easements, Development Order or Joint Stipulation arising out of damage to person or property caused by or arising from any act, omission, performance or nonperformance of the City, its agents, servants, employees, or others under the direction and/or control off the City and to pay the Grantor/Developer for all losses, damages, expenses costs and attorney fees incurred by Grantor/Developer because of a default caused by the City under the Development Order or the Joint Stipulation or any other activities conducted by the City on the Conservation Area Property.

I. Grantor/Developer shall retain a non-exclusive easement for the purpose of ingress, egress and access over, under and through the Conservation Area Property for the purposes of monitoring, maintaining, completing and performing restoration of wetlands or satisfying or performing any other permit requirements, to conduct such activities as may be required by a Management Plan; and to preserve and exercise such rights reserved to Grantor/Developer in the Development Order including but not limited to mitigation rights, hunting rights, equestrian activities and such other activities as are permitted under the Development Order and Joint Stipulation. Further, Grantor/Developer shall retain all non-exclusive access rights for vehicular and pedestrian ingress and egress over, through and across the road known as the 40 Grade running through the Conservation Area Property from State Road 40.

J. Any and all activities conducted by Grantee/City within the Conservation Park Property shall be consistent with the requirements and restrictions set forth in the Development Order and

Joint Stipulation and this instrument is not intended to grant any additional rights for the benefit of the public other than as set forth in the Development Order. Grantee shall not conduct any activities within the Conservation Area Property that would restrict, limit, reduce or interfere in anyway with the rights reserved to the Grantor/Developer under the Development Order and Joint Stipulation including but not limited to the right to use the Conservation Area Property for mitigation credits for development.

K. At the execution and recording of this Special Warranty Deed, Grantee shall pay or assign to the Grantor/Developer Impact Fee Credits for conservation lands as required by the Development Order and Joint Stipulation for the fair market value of the Conservation Area Property.

DESCRIPTIONS:

TRACT "D"

A PORTION OF LAND SITUATE IN SECTIONS 28 AND 29, TOWNSHIP 14 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, LYING NORTHERLY OF AND ADJACENT TO STATE ROAD 40, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE POINT OF BEGINNING BEING THE NORTHWEST CORNER OF SAID SECTION 28, TOWNSHIP 14 SOUTH, RANGE 31 EAST, BEAR N88°05'31"E ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 28 A DISTANCE OF 1414.45' TO A CURVE, CONCAVE EASTERLY; THENCE DEPARTING SAID NORTH LINE, ALONG THE CURVE TO THE LEFT HAVING A DELTA OF 28°53'44", A RADIUS OF 1953.34', AN ARC LENGTH OF 985.11', A CHORD BEARING OF S01°02'15"E, AND A CHORD DISTANCE OF 974.71' TO THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 40 WETLAND RETENTION AREA 110 PART C(WRA 110C); THENCE ALONG THE NORTHERLY LINE OF "WRA 110C" S66°57'15"W A DISTANCE OF 356.03'; THENCE S15°48'15"E A DISTANCE OF 261.38' TO THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 40 (200'R/W); THENCE DEPARTING SAID "WRA 110C" ALONG THE SAID NORTHERLY RIGHT-OF-WAY LINE OF SR 40 S66°57'15"W A DISTANCE OF 2589.37' TO WATER RETENTION AREA 110 PART B(WRA 110B); THENCE ALONG SAID "WRA 110B" N23°02'45"W A DISTANCE OF 146.00'; THENCE S66°57'15"W A DISTANCE OF 730.00'; THENCE S23°02'45"E A DISTANCE OF 146.00'; THENCE DEPARTING "WRA 110B" S66°57'15"W A DISTANCE OF 1936.83' TO WATER RETENTION AREA 110 PART A(WRA 110A); THENCE ALONG SAID "WRA 110A" N19°57'17"W A DISTANCE OF 174.43'; THENCE N70°02'27"E A DISTANCE OF 146.58'; THENCE N19°57'17"W A DISTANCE OF 25.00'; THENCE S70°02'27"W A DISTANCE OF 146.58'; THENCE N19°57'17"W A DISTANCE OF 30.54'; THENCE S66°57'06"W A DISTANCE OF 172.84'; THENCE DEPARTING SAID "WRA 110A" N0°45'15"W A DISTANCE OF 355.50'; THENCE S89°10'39"W A DISTANCE OF 51.06'; THENCE N0°49'11"W A DISTANCE OF 2710.10' TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 29; THENCE N87°40'00"E ALONG THE SAID NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 29 A DISTANCE OF 1331.92' TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 29; THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 29 N87°39'47"E A DISTANCE OF 2665.25' TO THE POINT OF BEGINNING.

PARCEL CONTAINING 278.4209 ACRES MORE OR LESS.



St. Johns River Water Management District

Ann B. Shortelle, Ph.D., Executive Director

4049 Reid Street • P.O. Box 1429 • Palatka, FL 32178-1429 • (386) 329-4500
On the Internet at www.sjrwmd.com.

March 20, 2017

US Capital Alliance LLC
880 Airport Rd Ste 113
Ormond Beach, FL 32174-4241

SUBJECT: Permit Number 22838-47
Hunter's Ridge DRI Conceptual

Dear Sir:

Enclosed is your individual permit issued by the St. Johns River Water Management District on March 20, 2017. This permit is a legal document and should be kept with your other important documents. Permit issuance does not relieve you from the responsibility of obtaining any necessary permits from any federal, state, or local agencies for your project.

Technical Staff Report:

If you wish to review a copy of the Technical Staff Report (TSR) that provides the District's staff analysis of your permit application, you may view the TSR by going to the Permitting section of the District's website at www.sjrwmd.com/permitting. Using the "search applications and permits" feature, you can use your permit number or project name to find information about the permit. When you see the results of your search, click on the permit number and then on the TSR folder.

Noticing Your Permit:

For noticing instructions, please refer to the noticing materials in this package regarding closing the point of entry for someone to challenge the issuance of your permit. Please note that if a timely petition for administrative hearing is filed, your permit will become nonfinal and any activities that you choose to undertake pursuant to your permit will be at your own risk.

Compliance with Permit Conditions:

To submit your required permit compliance information, go to the District's website at www.sjrwmd.com/permitting. Under the "Apply for a permit or submit compliance data" section, click to sign-in to your existing account or to create a new account. Select the "Compliance Submittal" tab, enter your permit number, and select "No Specific Date" for the Compliance Due Date Range. You will then be able to view all the compliance submittal requirements for your project. Select the compliance item that you are ready to submit and then attach the appropriate information or form. The forms to comply with your permit conditions are available at www.sjrwmd.com/permitting under the section "Handbooks, forms, fees, final orders". Click on forms to view all permit compliance forms, then scroll to the ERP application forms section and select the applicable compliance forms. Alternatively, if you have difficulty finding forms or need copies of the appropriate forms, please contact the Office of Business and Administrative Services at (386) 329-4570.

Transferring Your Permit:

Your permit requires you to notify the District within 30 days of any change in ownership or control of the project or activity covered by the permit, or within 30 days of any change in ownership or control of the real property on which the permitted project or activity is located or

GOVERNING BOARD

John A. Miklos, CHAIRMAN
ORLANDO

Fred N. Roberts Jr., VICE CHAIRMAN
OCALA

Chuck Drake, SECRETARY
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Ron Howse, TREASURER
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John P. Browning, Jr.
EAST PALATKA

Douglas Burnett
ST. AUGUSTINE

Maryam H. Ghyabi
ORMOND BEACH

Carla Yetter
FERNANDINA BEACH

occurs. You will need to provide the District with the information specified in rule 62-330.340, Florida Administrative Code (F.A.C.). Generally, this will require you to complete and submit Form 62-330.340(1), "Request to Transfer Permit," available at www.sjrwmd.com/permitting/permitforms.html.

Please note that a permittee is liable for compliance with the permit before the permit is transferred. The District, therefore, recommends that you request a permit transfer in advance in accordance with the applicable rules. You are encouraged to contact District staff for assistance with this process.

Thank you and please let us know if you have additional questions. For general questions contact e-permit@sjrwmd.com or (386) 329-4570.

Sincerely,



Margaret Daniels, Office Director
Office of Business and Administrative Services
St. Johns River Water Management District
4049 Reid Street
Palatka, FL 32177-2529
(386) 329-4570

Enclosures: Permit

cc: District Permit File

Engineering Consultant: Kimberly Buck
Alann Engineering Group, Inc.
880 Airport Rd Ste 113
Ormond Beach, FL 32174-4241

Environmental Consultant: Joseph Brinson
7220 Financial Way
Jacksonville, FL 32256-6828

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
Post Office Box 1429
Palatka, Florida 32178-1429

PERMIT NO: 22838-47

DATE ISSUED: March 20, 2017

PROJECT NAME: Hunter's Ridge DRI Conceptual

A PERMIT AUTHORIZING:

Conceptual approval of a stormwater management system plan for Hunter's Ridge DRI, a 1335.32-acre residential development as per Hunter's Ridge Development of Regional Impact Conceptual Master Plan received by the District on February 14, 2017; the Hunter's Ridge Conceptual Stormwater Plan Report received by the District on March 16, 2017; the Mitigation Plan Map received by the District on February 27, 2017; and the conceptual Wetland Mitigation Plan received by the District on November 2, 2016.

LOCATION:

SECTION(S): 15, 16, 17, 20, TOWNSHIP(S): 14S RANGE(S): 31E
21
Flagler Counties

ISSUED TO:

US Capital Alliance LLC
880 Airport Rd Ste 113
Ormond Beach, FL 32174-4241

The permittee agrees to hold and save the St. Johns River Water Management District and its successors harmless from any and all damages, claims, or liabilities which may arise from permit issuance. Said application, including all plans and specifications attached thereto, is by reference made a part hereof.

This permit does not convey to the permittee any property rights nor any rights or privileges other than those specified herein, nor relieve the permittee from complying with any law, regulation or requirement affecting the rights of other bodies or agencies. All structures and works installed by permittee hereunder shall remain the property of the permittee.

This permit may be revoked, modified or transferred at any time pursuant to the appropriate provisions of Chapter 373, Florida Statutes.

PERMIT IS CONDITIONED UPON:

See conditions on attached "Exhibit A", dated March 20, 2017

AUTHORIZED BY: St. Johns River Water Management District
Division of Regulatory Services

By:



David Miracle
Regulatory Coordinator

"EXHIBIT A"
CONDITIONS FOR ISSUANCE OF PERMIT NUMBER 22838-47
Hunter's Ridge DRI Conceptual
DATE ISSUED March 20, 2017

1. Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.
2. The permittee shall notify the District in writing of changes required by any other regulatory District that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.
3. This permit does not:
 - a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
 - b. Convey to the permittee or create in the permittee any interest in real property;
 - c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
 - d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.
4. The permittee shall notify the District in writing:
 - a. Immediately if any previously submitted information is discovered to be inaccurate; and
 - b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.
5. If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, work involving subsurface disturbance in the immediate vicinity of such discoveries shall cease. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section, at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Such subsurface work shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and notification shall be provided in accordance with Section 872.05, F.S.
6. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with Rule 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.
7. The limits of surface waters and wetlands are delineated on the approved conceptual plans. The limits of wetlands as delineated on these plans are only binding for a period of

five years from the date of issuance of this conceptual permit, provided physical conditions on the property do not change so as to alter the boundaries of surface waters or wetlands during that period. The limitations of this condition can not be modified to allow for a longer duration without a complete reassessment of the limits of surface waters and wetlands occurring on the project. Changes in surface waters or wetland boundaries resulting from work authorized by a permit pursuant to Part IV, Chapter 373, F.S., will not be considered as altering the boundary for the purposes of this condition.

8. This Conceptual Approval permit is valid for twenty years from the date of issuance, provided that construction of the initial phase of the system is permitted and construction undertaken within 5 years of the issuance of this conceptual approval permit, and provided that all phases of the system are designed and built in accordance with the terms of the conceptual approval permit and that all required permits for subsequent phases are obtained.
9. The permittee must obtain an Individual Environmental Resource Permit prior to construction, including clearing and grading, of each phases of this conceptual plan.
10. The proposed project is conceptually approved per Hunter's Ridge Development of Regional Impact Conceptual Master Plan received by the District on February 14, 2017; the Hunter's Ridge Conceptual Stormwater Plan Report received by the District on March 16, 2017; the Mitigation Plan Map received by the District on February 27, 2017; and the conceptual Wetland Mitigation Plan received by the District on November 2, 2016.
11. The conceptual draft conservation easement language received by the District on January 11, 2017, is acceptable for future permitting of the construction phases in accordance with this Conceptual Approval Permit. The approved conservation easement must be recorded prior to starting construction under a future construction phase that will result in wetland impacts in accordance with this Conceptual Approval Permit.
12. The conceptual conservation easement legal description and survey sketch received by the District on February 16, 2017, is acceptable to the District for future permitting and recording for a construction phase in accordance with this Conceptual Approval Permit with the following exceptions:
 - (a) The existing conservation easements previously recorded for Permit Nos. 22838-23 and 22838-24, identified as Item Nos. 10, 11, and 12 in the survey sketch and legal description, must be excluded (less and excepted) from the conservation easement prior to recording for a future construction phase in accordance with this Conceptual Approval Permit.
 - (b) The survey sketch and legal description must be recorded in a format that is legible after official recording.
13. The conceptual impact and mitigation UMAM summaries, dated February 28, 2017, are approved for this Conceptual Approval Permit. Based on the Conceptual Development and Mitigation Plans, the project is expected to result in 115.027 UMAM units of functional loss, and the on-site mitigation plan is expected to result in 62.249 UMAM units of functional gain (after the deduction of 2.05 units of functional loss due to temporary secondary impacts associated with the expected Fox Lake borrow pit and temporary use of Forty Grade as a haul road).

Notice of Rights

1. A person whose substantial interests are or may be affected has the right to request an administrative hearing by filing a written petition with the St. Johns River Water Management District (District). Pursuant to Chapter 28-106 and Rule 40C-1.1007, Florida Administrative Code, the petition must be filed (received) either by delivery at the office of the District Clerk at District Headquarters, P. O. Box 1429, Palatka Florida 32178-1429 (4049 Reid St., Palatka, FL 32177) or by e-mail with the District Clerk at Clerk@sjrwmd.com, within twenty-six (26) days of the District depositing the notice of District decision in the mail (for those persons to whom the District mails actual notice), within twenty-one (21) days of the District emailing the notice of District decision (for those persons to whom the District emails actual notice), or within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail or email actual notice). A petition must comply with Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes, and Chapter 28-106, Florida Administrative Code. The District will not accept a petition sent by facsimile (fax), as explained in paragraph no. 4 below.
2. Please be advised that if you wish to dispute this District decision, mediation may be available and that choosing mediation does not affect your right to an administrative hearing. If you wish to request mediation, you must do so in a timely-filed petition. If all parties, including the District, agree to the details of the mediation procedure, in writing, within 10 days after the time period stated in the announcement for election of an administrative remedy under Sections 120.569 and 120.57, Florida Statutes, the time limitations imposed by Sections 120.569 and 120.57, Florida Statutes, shall be tolled to allow mediation of the disputed District decision. The mediation must be concluded within 60 days of the date of the parties' written agreement, or such other timeframe agreed to by the parties in writing. Any mediation agreement must include provisions for selecting a mediator, a statement that each party shall be responsible for paying its pro-rata share of the costs and fees associated with mediation, and the mediating parties' understanding regarding the confidentiality of discussions and documents introduced during mediation. If mediation results in settlement of the administrative dispute, the District will enter a final order consistent with the settlement agreement. If mediation terminates without settlement of the dispute, the District will notify all the parties in writing that the administrative hearing process under Sections 120.569 and 120.57, Florida Statutes, is resumed. Even if a party chooses not to engage in formal mediation, or if formal mediation does not result in a settlement agreement, the District will remain willing to engage in informal settlement discussions.
3. A person whose substantial interests are or may be affected has the right to an informal administrative hearing pursuant to Sections 120.569 and 120.57(2), Florida Statutes, where no material facts are in dispute. A petition for an informal hearing must also comply with the requirements set forth in Rule 28-106.301, Florida Administrative Code.

Notice of Rights

4. A petition for an administrative hearing is deemed filed upon receipt of the complete petition by the District Clerk at the District Headquarters in Palatka, Florida during the District's regular business hours. The District's regular business hours are 8:00 a.m. – 5:00 p.m., excluding weekends and District holidays. Petitions received by the District Clerk after the District's regular business hours shall be deemed filed as of 8:00 a.m. on the District's next regular business day. The District's acceptance of petitions filed by e-mail is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation (issued pursuant to Rule 28-101.001, Florida Administrative Code), which is available for viewing at www.sjrwmd.com. These conditions include, but are not limited to, the petition being in the form of a PDF or TIFF file and being capable of being stored and printed by the District. Further, pursuant to the District's Statement of Agency Organization and Operation, attempting to file a petition by facsimile is prohibited and shall not constitute filing.
5. Failure to file a petition for an administrative hearing within the requisite timeframe shall constitute a waiver of the right to an administrative hearing. (Rule 28-106.111, Florida Administrative Code).
6. The right to an administrative hearing and the relevant procedures to be followed are governed by Chapter 120, Florida Statutes, Chapter 28-106, Florida Administrative Code, and Rule 40C-1.1007, Florida Administrative Code. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means the District's final action may be different from the position taken by it in this notice. A person whose substantial interests are or may be affected by the District's final action has the right to become a party to the proceeding, in accordance with the requirements set forth above.
7. Pursuant to Section 120.68, Florida Statutes, a party to the proceeding before the District who is adversely affected by final District action may seek review of the action in the District Court of Appeal by filing a notice of appeal pursuant to Rules 9.110 and 9.190, Florida Rules of Appellate Procedure, within 30 days of the rendering of the final District action.
8. A District action is considered rendered, as referred to in paragraph no. 7 above, after it is signed on behalf of the District and filed by the District Clerk.
9. Failure to observe the relevant timeframes for filing a petition for judicial review as described in paragraph no. 7 above will result in waiver of that right to review.

NOR.Decision.DOC.001
Revised 12.7.11

Notice of Rights

Certificate of Service

I HEREBY CERTIFY that a copy of the foregoing Notice of Rights has been sent to the permittee:

US Capital Alliance LLC
880 Airport Rd Ste 113
Ormond Beach, FL 32174-4241

This 20th day of March, 2017.

M. Daniels

Margaret Daniels, Office Director
Office of Business and Administrative Services
St. Johns River Water Management District
4049 Reid Street
Palatka, FL 32177-2529
(386) 329-4570

Permit Number: 22838-47

NOTICING INFORMATION

Dear Permittee:

Please be advised that the St. Johns River Water Management District will not publish a notice in the newspaper advising the public that it has issued a permit for this project.

Newspaper publication, using the District's notice form, notifies members of the public of their right to challenge the issuance of the permit. If proper notice is given by newspaper publication, then there is a 21-day time limit for someone to file a petition for an administrative hearing to challenge the issuance of the permit.

To close the point of entry for filing a petition, you may publish (at your own expense) a one-time notice of the District's decision in a newspaper of general circulation within the affected area as defined in Section 50.011 of the Florida Statutes. If you do not publish a newspaper notice to close the point of entry, the time to challenge the issuance of your permit will not expire and someone could file a petition even after your project is constructed.

A copy of the notice form and a partial list of newspapers of general circulation are attached for your convenience. However, you are not limited to those listed newspapers. If you choose to close the point of entry and the notice is published, the newspaper will return to you an affidavit of publication. In that event, it is important that you either submit a scanned copy of the affidavit by emailing it to compliancesupport@sjrwmd.com (preferred method) or send a copy of the original affidavit to:

Margaret Daniels, Office Director
Office of Business and Administrative Services
4049 Reid Street
Palatka, FL 32177

If you have any questions, please contact the Office of Business and Administrative Services at (386) 329-4570.

Sincerely,



Margaret Daniels, Office Director

Office of Business and Administrative Services

NOTICE OF AGENCY ACTION TAKEN BY THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

Notice is given that the following permit was issued on _____:

(Name and address of applicant) _____
permit# _____. The project is located in _____ County, Section
_____, Township _____ South, Range _____ East. The permit authorizes a surface
water management system on _____ acres for _____ known as
_____. The receiving water body is _____.

A person whose substantial interests are or may be affected has the right to request an administrative hearing by filing a written petition with the St. Johns River Water Management District (District). Pursuant to Chapter 28-106 and Rule 40C-1.1007, Florida Administrative Code (F.A.C.), the petition must be filed (received) either by delivery at the office of the District Clerk at District Headquarters, P.O. Box 1429, Palatka FL 32178-1429 (4049 Reid St, Palatka, FL 32177) or by e-mail with the District Clerk at Clerk@sjrwmd.com, within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail or email actual notice). A petition must comply with Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes (F.S.), and Chapter 28-106, F.A.C. The District will not accept a petition sent by facsimile (fax). Mediation pursuant to Section 120.573, F.S., may be available and choosing mediation does not affect your right to an administrative hearing.

A petition for an administrative hearing is deemed filed upon receipt of the complete petition by the District Clerk at the District Headquarters in Palatka, Florida during the District's regular business hours. The District's regular business hours are 8 a.m. – 5 p.m., excluding weekends and District holidays. Petitions received by the District Clerk after the District's regular business hours shall be deemed filed as of 8 a.m. on the District's next regular business day. The District's acceptance of petitions filed by e-mail is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation (issued pursuant to Rule 28-101.001, Florida Administrative Code), which is available for viewing at www.sjrwmd.com. These conditions include, but are not limited to, the petition being in the form of a PDF or TIFF file and being capable of being stored and printed by the District. Further, pursuant to the District's Statement of Agency Organization and Operation, attempting to file a petition by facsimile (fax) is prohibited and shall not constitute filing.

The right to an administrative hearing and the relevant procedures to be followed are governed by Chapter 120, Florida Statutes, Chapter 28-106, Florida Administrative Code, and Rule 40C-1.1007, Florida Administrative Code. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means the District's final action may be different from the position taken by it in this notice. **Failure to file a petition for an administrative hearing within the requisite time frame shall constitute a waiver of the right to an administrative hearing. (Rule 28-106.111, F.A.C.).**

If you wish to do so, please visit www.sjrwmd.com/nor_dec/ to read the complete Notice of Rights to determine any legal rights you may have concerning the District's decision(s) on the permit application(s) described above. You can also request the Notice of Rights by contacting the Office of Business and Administrative Services, 4049 Reid St., Palatka, FL 32177-2529, tele. no 386-329-4570.

NEWSPAPER ADVERTISING

ALACHUA

The Alachua County Record, Legal Advertising
P. O. Box 806
Gainesville, FL 32602
352-377-2444/ fax 352-338-1986

BRADFORD

Bradford County Telegraph, Legal Advertising
P. O. Drawer A
Starke, FL 32901
904-964-6305/ fax 904-964-8628

CLAY

Clay Today, Legal Advertising
1560 Kinsley Ave., Suite 1
Orange Park, FL 32073
904-264-3200/ fax 904-264-3285

FLAGLER

Flagler Tribune, c/o News Journal
P. O. Box 2831
Daytona Beach, FL 32120-2831
386- 681-2322

LAKE

Daily Commercial, Legal Advertising
P. O. Drawer 490007
Leesburg, FL 34749
352-365-8235/fax 352-365-1951

NASSAU

News-Leader, Legal Advertising
P. O. Box 766
Fernandina Beach, FL 32035
904-261-3696/fax 904-261-3698

ORANGE

Sentinel Communications, Legal Advertising
633 N. Orange Avenue
Orlando, FL 32801
407-420-5160/ fax 407-420-5011

PUTNAM

Palatka Daily News, Legal Advertising
P. O. Box 777
Palatka, FL 32178
386-312-5200/ fax 386-312-5209

SEMINOLE

Seminole Herald, Legal Advertising
300 North French Avenue
Sanford, FL 32771
407-323-9408

BAKER

Baker County Press, Legal Advertising
P. O. Box 598
Macclenny, FL 32063
904-259-2400/ fax 904-259-6502

BREVARD

Florida Today, Legal Advertising
P. O. Box 419000
Melbourne, FL 32941-9000
321-242-3832/ fax 321-242-6618

DUVAL

Daily Record, Legal Advertising
P. O. Box 1769
Jacksonville, FL 32201
904-356-2466 / fax 904-353-2628

INDIAN RIVER

Vero Beach Press Journal, Legal Advertising
P. O. Box 1268
Vero Beach, FL 32961-1268
772-221-4282/ fax 772-978-2340

MARION

Ocala Star Banner, Legal Advertising
2121 SW 19th Avenue Road
Ocala, FL 34474
352-867-4010/fax 352-867-4126

OKEECHOBEE

Okeechobee News, Legal Advertising
P. O. Box 639
Okeechobee, FL 34973-0639
863-763-3134/fax 863-763-5901

OSCEOLA

Little Sentinel, Legal Advertising
633 N. Orange Avenue
Orlando, FL 32801
407-420-5160/ fax 407-420-5011

ST. JOHNS

St. Augustine Record, Legal Advertising
P. O. Box 1630
St. Augustine, FL 32085
904-819-3436

VOLUSIA

News Journal Corporation, Legal Advertising
P. O. Box 2831
Daytona Beach, FL 32120-2831
(386) 681-2322

Prepared By and Return To:

Kim C. Booker, Attorney at Law
Booker & Associates
1019 Town Center Drive, Suite 201
Orange City, Florida 32763

[Space Above This Line for Recording Data]

SPECIAL WARRANTY DEED

THIS WARRANTY DEED made this ____ day of _____ 2022 between US CAPITAL ALLIANCE, LLC, a Florida limited liability company, whose address is 111 Coleman Blvd, Ste 400, Mount Pleasant, South Carolina 29464 (the "Grantor") and to CITY of ORMOND BEACH, FLORIDA, a municipal corporation and a political subdivision of the State of Florida, whose address is 22 South Beach Street, Ormond Beach, Florida 32174 (hereinafter referred to as "~~City~~" or "~~Grantee~~")SJRWMD"), as to an undivided one half interest in fee simple (~~the "City"~~ and "~~SJRWMD~~" shall be collectively referred to as "~~Grantee~~").

Witnesseth, that said Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantee and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Volusia County, Florida (the "Property"), to-wit:

SEE ATTACHED EXHIBIT "A"

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property; that the Grantor hereby fully warrants the title to said Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, and that the Property is free of all encumbrances, except those Permitted Exceptions shown on Exhibit "B," attached hereto and incorporated herein, provided that this reference shall not serve to reimpose same.

By Acceptance of this Warranty Deed, Grantee hereby acknowledges that the use of the Property described herein shall be subject to the restrictions as are set forth in that certain Joint Stipulation dated December 6, 1990, recorded at Official Records Book 3696, Page 1649, *et. seq.*, Public Records of Volusia County, Florida (hereinafter referred to as the "**Joint Stipulation**") as well as the Hunter's Ridge Development of Regional Impact recorded in that certain Development Order for Hunter's Ridge, A Development Of Regional Impact adopted by Ormond Beach, and incorporated into that certain Notice of Adoption of Development Order

recorded on October 1, 1991, in Official Records Book 3696, Pages 1640 through 1745, inclusive, and in Official Records Book 3739, Page 1898, in Official Records Book 3754, Page 1692 and in Official Records Book 5212, Page 2589, as amended from time to time, all being recorded in Public Records of Volusia County, Florida, (hereinafter collectively referred to as the **"Development Order"**). Grantor/Developer shall retain all rights to use the Property as set forth in the Development Order and Joint Stipulation and shall more specifically reserve and retain all rights as set forth in Paragraph 3.5 of the Special Conditions of the Development Order and all such reservation of rights set forth in the Joint Stipulation. The Grantee further acknowledges the rights of the Florida Audubon Society, a Florida non-profit corporation, to enforce said restrictions as permitted by the Joint Stipulation. Furthermore, this conveyance shall be subject to the restrictions and conditions set forth on the attached Exhibit "C" which are incorporated herein by this reference.

In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed, and delivered
In the presence of:

US CAPITAL ALLIANCE, LLC
a Florida limited liability company

Witnesses:

By: Hunter's Ridge Acquisition and
Development, LLC., a Florida limited
liability company, its Manager

By: Hunter's Ridge Manager, LLC., a
Delaware limited liability company

Print Name: _____

By: _____
Glen Fishman, Manager

Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me ____ in my physical presence or ____ by online notary on this ____ day of _____ 2022, by Glen Fishman, as Manager of Hunter's Ridge Manager, LLC., a Delaware limited liability company, as Manager of Hunter's Ridge Acquisition and Development, LLC, a limited liability company, as Manager of US Capital Alliance, LLC. and who is personally known to me or who has produced _____ as identification.

Print Name: _____
Notary Public, State of _____
Commission No. _____
My Commission Expires: _____

EXHIBIT “A”

EXHIBIT “B”
Permitted Exceptions

[TO BE UPDATED PRIOR TO RECORDING]

EXHIBIT "C"- Restrictive Conditions

A. The Grantor/Developer, US Capital Alliance, LLC., has obtained a Conceptual Permit No 22838-47, as may be amended, extended or modified from time to time, from the St. Johns River Water Management District (the "SJRWMD") and in the future, in conjunction with the development of each particular phase within the Hunter's Ridge Development Order ("Project"); the Grantor/Developer, US Capital Alliance, LLC., and/or its successors or assigns in interest ("Grantor/Developer") will submit applications for permits to the SJRWMD, United States Army Corps of Engineers ("ACOE"), Department of Environmental Protection ("DEP") (the "ACOE," "DEP" and collectively, with the SJRWMD, the "Permitting Authorities") for the purpose of allowing for the development of the Project, as such are required and shall obtain all other necessary approvals from the applicable governmental authorities required to dredge and fill wetlands and to perform required mitigation and related site work (collectively, the "Wetland Permits").

B. The Parties agree that any Wetland Permits which may be issued in the future and which impact the Conservation Area Property described on Exhibit "A" herein ("Conservation Area Property"), ~~and~~ shall be in a form reasonably acceptable to the Permitting Authorities, as applicable and the Grantor/Developer and, further, shall be consistent with the Development Order (as defined in the Special Warranty Deed attached hereto) and the Joint Stipulation (as defined in the Special Warranty Deed attached hereto). The Grantor/Developer and the City/Grantee of Ormond ("City") agree to fully cooperate with respect to the regulatory processes associated with the application, review and issuance of Wetland Permits, or any amendments thereto. In this regard, the City's participation shall include, but will not be limited to, the review, approval (or disapproval with specific reasons for disapproval based upon Development Order or Joint Stipulation), and execution of all applications, petitions and other instruments pertaining to the Wetland Permits in a diligent and timely manner, so as not to cause the Grantor/Developer any unnecessary or unreasonable delays in the approval process. The City acknowledges that its review of the applications for Wetland Permits shall be to assure consistency with the Development Order, the Joint Stipulation, and this Special Warranty Deed Conditions, and it may not deny the Grantor/Developer the use of the Conservation Area Property for mitigation or enhancements unless the proposed mitigation violates the terms of the Development Order or the Joint Stipulation.

C. Within ten (10) business days of receipt of any permit applications or documents, the City Manager shall provide the Grantor/Developer with his or her approval and consent thereto. In the event the City Manager fails to provide the Grantor/Developer with a response within the ten (10) day business period, the application shall be deemed to be approved, and the City Manager shall be required to execute the application within three (3) business days thereafter. Should the City Manager disapprove of any such applications or documents, then he/she shall promptly provide the Grantor/Developer with detailed notice of its objections and state specific grounds therefor based upon the Development Order or Joint Stipulation. To the fullest extent practical, the City Manager, or his/her designee, shall have the right to attend all meetings, hearings, telephone conferences or other material interactions with the Permitting Authorities regarding the Wetland Permits, and the Grantor/Developer shall endeavor in good faith to

provide the City Manager with advance written notice of such meetings, hearings, etc. at least forty-eight (48) hours prior thereto.

D. Once the Wetland Permits are issued by the Permitting Authorities, the Grantor/Developer may request modifications, changes, deviations, alterations, additions, supplements, or substitutions to the Wetland Permits, including modifications to seek additional mitigation credits associated with enhancement projects within the Conservation Area Property, with the prior written consent of the City Manager, which consent shall not be unreasonably withheld, conditioned, or delayed. The Parties agree that the City may also request modifications, changes modifications, changes, deviations, alterations, additions, supplements or substitutions to the Wetland Permits in order to allow for its use of the Conservation Area Property, with the prior written consent of the Grantor/Developer, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that such modifications shall not adversely impact, interfere with, limit or restrict, in any way, the Grantor/Developer's use of the Conservation Area Property for wetland mitigation or otherwise impact the wetland mitigation value granted to the Grantor/Developer by the Wetland Permits or the Development Order or Joint Stipulation. Nothing herein shall limit or restrict the Grantor/Developer's rights under the Development Order, as amended from time to time or the Joint Stipulation. All rights reserved to Grantor contained in the Development Order and the Joint Stipulation shall be reserved herein by this reference and Grantee shall take no action that will adversely impact or limit Grantor's rights retained under the Development Order or Joint Stipulation including not limited to mitigation rights, timber rights, hunting rights, equestrian rights and such other rights retained by Grantor/Developer as set forth in the Development Order and Joint Stipulation. Such reservation of rights set forth in the Development Order and Joint Stipulation retained by the Grantor/Developer upon the conveyance of the Conservation Lands shall be reimposed as if stated in their entirety herein.

E. The Grantor/Developer may be permitted, at its sole cost and expense, to engage in certain environmental enhancement or restoration activities, in addition to those which are set forth in the Conceptual Permit, or which may be required pursuant to the Hydroperiod Restoration Plan or Wetland Permits, in order to increase the amount of mitigation credits which may be generated within the Conservation Area Property (the "Lift Projects"). Any Lift Projects shall be subject to the City Manager's written consent, which shall not be unreasonably withheld, conditioned, or delayed. The Grantor/ Developer shall apply for and complete any Lift Projects on or before January 1, 2032, unless such date is extended by law or approved by City Commission but shall remain responsible for any associated management and monitoring activities required by the Permitting Authorities.

F. The Grantor/Developer shall be entitled to claim future mitigation credits which may be associated with the Wetland Permits and/or the Conservation Easements, the construction of improvements pursuant to the Hydroperiod Restoration Plan, the Lift Projects, or any other additional environmental enhancement activities contemplated by this Agreement, in order to offset any mitigation requirements arising from the construction and development of the Project, providing that such credits are acceptable to the Permitting Authorities (the "Future Mitigation Credits").

G. The Grantor/Developer shall be permitted to engage in soil excavation for a borrow pit/fire pond (the "Borrow Pit") within the east section of the Conservation Area Property, as generally depicted in Exhibit "D" attached hereto. Grantor/ Developer shall be entitled to retain all rights to the fill material retrieved during the construction of the Borrow Pit and any revenues generated therefrom. The Borrow Pit shall not exceed 33 acres in size and shall be constructed in accordance with an earthmoving, haul route, and reclamation site plan (the "Excavation Plan"), which shall be agreed upon by the Grantor/Developer and the City Manager, prior to the initiation of permitting and construction. The Excavation Plan shall include, but not be limited to, parameters for contouring and sloping the Borrow Pit, maintaining suitable buffers from wetland areas, and for integrating the Borrow Pit with the existing pond as depicted in Exhibit "D". The Grantor/Developer shall be responsible for obtaining all associated city, county, state, and federal regulatory permits and approvals on or before February 1, 2024, including, but not limited to, an amendment to any conservation easements, if required. The Grantor/Developer shall complete all excavation and reclamation activities within 5 years after construction of the Borrow Pit is initiated.

H. The Grantor/Developer agrees to indemnify, defend and hold harmless the City from any suits, actions, claims, losses or damage of any nature arising out of any damage to person or property caused by or arising from any act, omission, performance or nonperformance of the Grantor/Developer, its agents, servants, employees, or others under the Grantor/Developer's direction or control; and to pay the City all losses, damages, expenses, costs, and attorney's fees, that the City sustains because of a default by the Grantor/Developer under its permits. Grantee shall also indemnify Grantor/Developer against any and all claims, losses or damages including violations of any permits, conservation easements, Development Order or Joint Stipulation arising out of damage to person or property caused by or arising from any act, omission, performance or nonperformance of the City, its agents, servants, employees, or others under the direction and/or control off the City and to pay the Grantor/Developer for all losses, damages, expenses costs and attorney fees incurred by Grantor/Developer because of a default caused by the City under the Development Order or the Joint Stipulation or any other activities conducted by the City on the Conservation Area Property.

I. Grantor/Developer shall retain a non-exclusive easement for the purpose of ingress, egress and access over, under and through the Conservation Area Property for the purposes of monitoring, maintaining, completing and performing restoration of wetlands or satisfying or performing any other permit requirements, to conduct such activities as may be required by a Management Plan; and to preserve and exercise such rights reserved to Grantor/Developer in the Development Order including but not limited to mitigation rights, hunting rights, equestrian activities and such other activities as are permitted under the Development Order and Joint Stipulation. Further, Grantor/Developer shall retain all non-exclusive access rights for vehicular and pedestrian ingress and egress over, through and across the road known as the 40 Grade running through the Conservation Area Property from State Road 40.

J. Any and all activities conducted by Grantee/City within the Conservation Park Property shall be consistent with the requirements and restrictions set forth in the Development Order and

Joint Stipulation and this instrument is not intended to grant any additional rights for the benefit of the public other than as set forth in the Development Order. Grantee shall not conduct any activities within the Conservation Area Property that would restrict, limit, reduce or interfere in anyway with the rights reserved to the Grantor/Developer under the Development Order and Joint Stipulation including but not limited to the right to use the Conservation Area Property for mitigation credits for development.

K. At the execution and recording of this Special Warranty Deed, Grantee shall pay or assign to the Grantor/Developer Impact Fee Credits for conservation lands as required by the Development Order and Joint Stipulation for the fair market value of the Conservation Area Property.

Mary Murphy

From: Kimberly Buck <kab@ae-group.com>
Sent: Sunday, April 24, 2022 8:02 AM
To: Glen Fishman; Jake Beren; Kim Booker
Subject: SR 40 Borrow Pit

I requested a meeting with city staff to review the borrow pit. The Planning Director called and said this is a request that needs to be made through Randy Hayes. This is not an SPRC review item. He said Randy Hayes indicated that the property is part of the conservation area that was supposed to be deeded to the City and that per the DRI, excavation is not a permitted use. He suggested Kim Booker make a request for a meeting directly with Randy Hayes.

Please let me know if you have any questions.

Thank you,

Kim

THE ALANN ENGINEERING GROUP, INC.

Kimberly A. Buck, P.E.
President

880 Airport Rd., Suite 113
Ormond Beach, FL 32174
ph: 386-673-7640

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Thank you for your cooperation.

BOOKER & ASSOCIATES, P.A.
ATTORNEY AT LAW

KIM C. BOOKER
kbooker@bookerandassoc.com

1019 TOWN CENTER DRIVE, SUITE 201
ORANGE CITY, FLORIDA 32763
PHONE (386) 774-6552
FAX (386) 774-5997

Sent Via Email: ahadeed@flaglercounty.gov

April 25, 2022

Albert J. Hadeed, Esquire
County of Flagler
1769 East Moody Boulevard, Suite 105
Bunnell, Florida 32110

Re: Obligations for Hunter's Ridge Oaks Community Development District No. 1
Petition to Dissolve Hunter's Ridge Oaks Community Development District No. 1

Dear Al,

Please be advised that any obligations of the Hunter's Ridge Oaks Community Development District No. 1 ("CDD") shall be assumed by the Association for Hunter's Ridge. Currently, there are no outstanding obligations, no bonds have been issued, and no property nor utilities have been dedicated or conveyed to the CDD. The Petition contains an affidavit from the CDD Manager, Wrathel, Hunt & Associates, LLC, attesting that there are no obligations of the CDD. The CDD has entered into no agreements with the City of Ormond to provide any maintenance of utilities. The City of Ormond has no legitimate interest in the CDD and has no standing to object to the dissolution of said CDD. Any attempt by the City to delay this petition for purely political reasons and with no legal basis for an objection, will be responded to with legal action. The delay in the hearing will interfere with a pending closing and cause my client to suffer substantial damages. There is no reason to deny or delay the approval of the petition when the CDD has no existing obligations and the Association will assume any obligations that were intended to be for the CDD. The DRI provides for the Association to assume any obligations and therefore, dissolving the CDD does not impact the County nor the City of Ormond and only causes any future obligations to be treated as intended under the DRI.

In addition, my client's Petition does not affect the Hunter's Ridge Community Development District created by BADC, which is an ongoing Community Development District which incorporates Huntington Villas, and Huntington Green Phase 1 and 2 only.

If you have any questions regarding this matter, please let me know.

Sincerely,

Booker & Associates, P.A.

By: 

Kim C. Booker, Attorney at Law

cc: Glen Fishman, Manager
Adam Mengel, Planning Director

Mary Murphy

From: Kim Booker
Sent: Tuesday, April 26, 2022 2:42 PM
To: Mary Murphy
Subject: FW: Hunter's Ridge Oaks CDD No. 1 maintenance obligations
Attachments: Airport Road Extension MB 38, Pg 55.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Kim C. Booker, Attorney at Law
Booker & Associates, P.A.
1019 Town Center Drive, Suite 201
Orange City, Florida 32763
Telephone (386) 774-6552
Fax (386) 774 -5997

This communication is intended to be a confidential and privileged communication protected by attorney client privilege. If you are the unintended recipient of this communication, please notify my office immediately at 386 774 6552. Due to increased risk of fraud, please confirm any and all wiring instructions before sending any wires to our office.

From: Adam Mengel, AICP, LEED AP BD+C <amengel@flaglercounty.gov>
Sent: Tuesday, April 26, 2022 12:04 PM
To: Kim Booker <kbooker@bookerandassoc.com>
Subject: Hunter's Ridge Oaks CDD No. 1 maintenance obligations

Hi Kim:

There may be a problem. Please refer to the attached plat, and excerpt below:

ACCEPTANCE OF RESERVATIONS

**HUNTER'S RIDGE OAKS COMMUNITY DEVELOPMENT DISTRICT NO. 1
STATE OF FLORIDA
COUNTY OF FLAGLER**

**HUNTER'S RIDGE OAKS COMMUNITY DEVELOPMENT DISTRICT NO. 1 HEREBY ACCEPTS THE DEDICATIONS OF
DISTRICT AS STATED AND SHOWN HEREON, AND HEREBY ACCEPTS ITS MAINTENANCE OBLIGATIONS FOR
DATED THIS 9th DAY OF January, 2018. 2**

HUNTER'S RIDGE OAKS COMMUNITY DEVELOPMENT DISTRICT NO. 1

WITNESS:

Sydney Tucker
Sydney Tucker

BY:

Kimberly Buck
~~ALAN PETER~~ KIMBERLY BUCK, CHA

We are getting pushback on what the future community association will look like and why it isn't formed already to assume the CDD's maintenance obligations. The petition says that there aren't any maintenance obligations... but we have this from the plat.

What do you think? I'm looking for a path forward here. Please call me if you would like to discuss.

Thanks,

Adam

Adam Mengel, AICP, LEED AP BD+C
Growth Management Director

E: amengel@flaglercounty.gov | V: 386-313-4065 | W: www.flaglercounty.gov

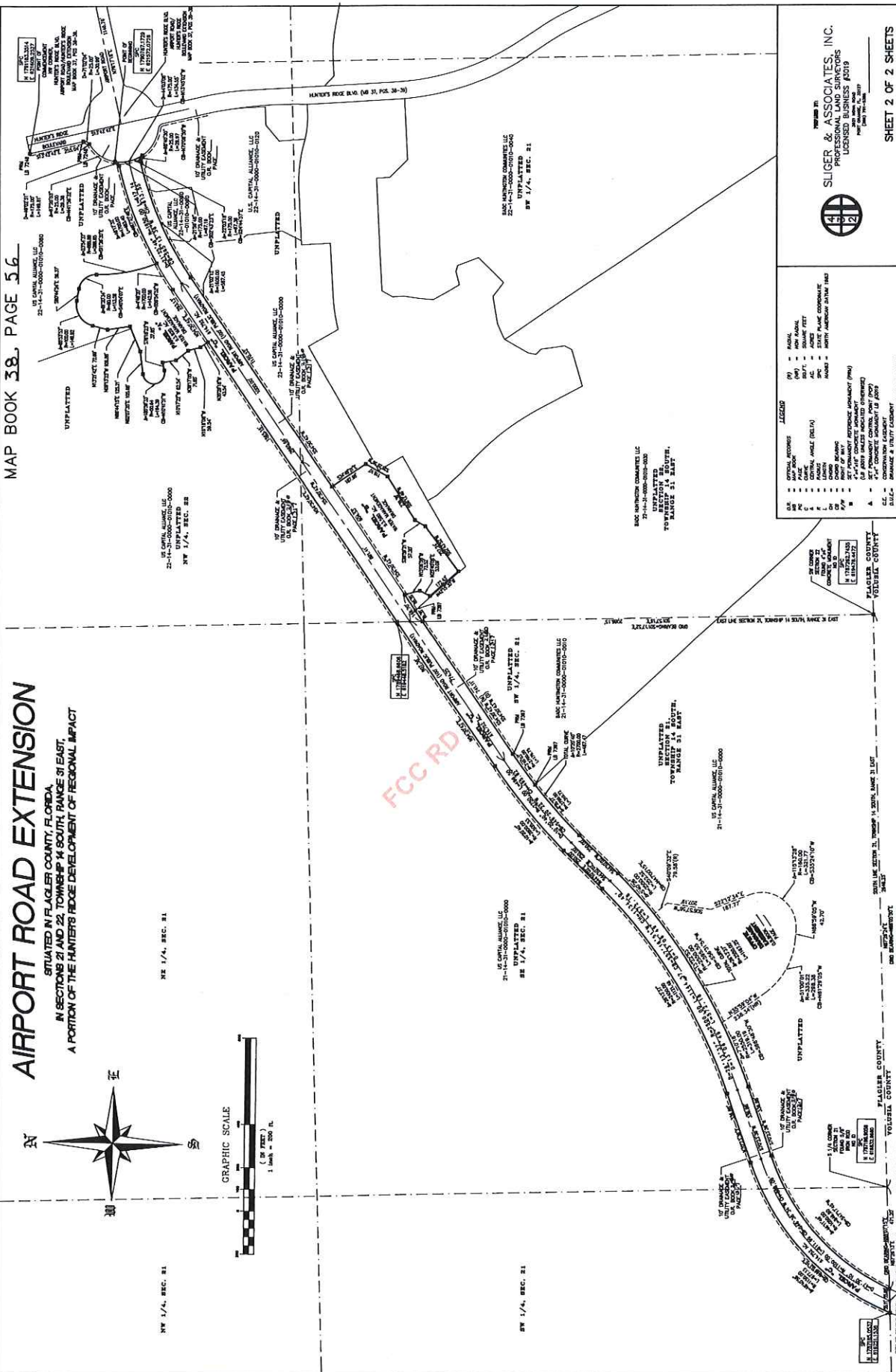


Flagler County Board of County Commissioners
1769 E. Moody Blvd., Bldg 2
Bunnell, FL 32110



Flagler County's mission is to efficiently deliver the highest quality customer-focused services, to include safety and security, and create the greatest value to our community through integrity, innovation, and a culture of collaboration.

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BOOKER & ASSOCIATES, P.A.
ATTORNEY AT LAW

KIM C. BOOKER
kbooker@bookerandassociates.com

1019 TOWN CENTER DRIVE, SUITE 201
ORANGE CITY, FLORIDA 32763
PHONE (386) 774-6552
FAX (386) 774-5997

May 13, 2022

Randy Hayes, City Attorney
Joyce Shanahan, City Manager
City of Ormond Beach
22 South Beach Street
Ormond Beach, Florida 32174

Re: Dissolution of CDD and assignment of obligations, if any under the Interlocal Agreement between Hunter's Ridge Oaks Community Development District No. 1 encompassing a portion (980 acres) of land in the Flagler County Hunter's Ridge Development of Regional Impact ("DRI"); Hunter's Ridge Homeowner's Association of East, Florida ("Association")

Mr. Randy Hayes and Hon. Joyce Shanahan,

In response to your letter received earlier today on May 13, 2022, I would like to clarify my position.

As to the lateness of this request, it was my understanding that the County and the City had scheduled a meeting to discuss this matter on May 9, 2022 but it was cancelled by the County. The public hearing on this matter was continued on May 2, 2022 to May 16, 2022 so that the City could provide their input on this matter. Until today, we have not received any comments from the City.

As to the Retail Water and Wastewater Agreement ("Retail Agreement"), the Developer has no intention of assigning its obligations to perform thereunder. The Agreement provides in Section 6 thereof that either the "Developer or CDD" will perform the design, construction, review, inspection and conveyance of the utilities under the Master Utility Plan. The dissolution of the CDD does not affect the Developer's obligations under the Retail Agreement and the Developer intends to fully perform thereunder. It is my opinion that the assignment is not really necessary because of the way the Retail Agreement is worded as to either the Developer or CDD and that the CDD is being dissolved, but the Developer is continuing to be obligated under the Retail Agreement. It was my understanding that the City was requesting an assignment.

If the City requires an assignment, the provided Assignment is merely intended to transfer any maintenance obligations which include the road and stormwater facilities to the Association. The Association is currently providing these services since the CDD has never been funded.

If you agree with me that the assignment is unnecessary because the Developer does not intend to assign its obligations under the Retail Agreement, I will revise the assignment to only deal with the road, stormwater and common area maintenance pertaining to the County. However, if you want the assignment to be completed as to the CDD obligations but not the Developer's, then

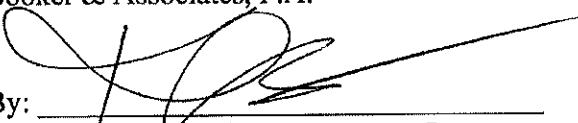
let me know if you have any changes or comments to the Assignment. Finally, if you feel that the assignment of the maintenance obligations for the CDD needs to be approved by the City even though the Developer is not assigning his obligations under the Retail Agreement, then please place this matter on the agenda for the next available hearing.

In conclusion, the Assignment is only intended to assign any obligations for maintenance of the roads and stormwater for the CDD to the Association. It is not intended to transfer any on-going obligations of the Developer under the Master Utility Plan. The CDD is being dissolved but the Developer is not changing and is continuing to perform under the Retail Agreement. Therefore, I do not believe it is necessary to do an assignment.

I look forward to hearing from you soon.

Sincerely,

Booker & Associates, P.A.

By: 
Kim C. Booker, Attorney at Law

cc: US Capital Alliance, LLC

From: [Hayes, Randy](#)
To: [Sean S. Moylan](#); [Al Hadeed](#); ["Adam Mengel, AICP, LEED AP BD+C"](#); [Shanahan, Joyce](#); [Whitley, Claire](#); [Finley, Shawn](#); [Spraker, Steven](#); ["Noah McKinnon"](#); [Kim Booker](#)
Cc: [Dauderis, Susan](#); [Ritz, Cassidi](#)
Subject: Petition to dissolve Hunter's Ridge Oaks Community Development District No. 1
Date: Friday, May 13, 2022 2:21:16 PM
Attachments: [Hunter's Ridge-Petition to Dissolve CDD.pdf](#)

Good afternoon Sean,

Thank you very much for the opportunity to review the petition to dissolve Hunter's Ridge Oaks Community Development District No. 1. I received this afternoon correspondence from Ms. Booker, including an assignment of the District's maintenance obligations to Hunter's Ridge Homeowner's Association of East Florida, Inc., and requesting the city's consent to the assignment. My comments regarding the petition and Ms. Booker's correspondence is attached. In the event the Flagler County Board of County Commissioners should approve the petition to dissolve the CDD, it would be appropriate that the grant of approval be subject to Ms. Booker's clients obtaining consent from the Ormond Beach city commission.

Thank you very much.

Randy

Randal A. Hayes, Esq.

CITY ATTORNEY

22 South Beach Street

Ormond Beach, FL 32175

(386) 676-3217

Randy.Hayes@ormondbeach.org

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Mary Murphy

From: Kim Booker
Sent: Friday, May 13, 2022 12:04 PM
To: 'Hayes, Randy'; 'Shanahan, Joyce'; 'Finley, Shawn'; 'Adam Mengel, AICP, LEED AP BD+C'; 'Sean S. Moylan'; 'Al Hadeed'
Cc: 'Glen Fishman'; 'Jake Beren'; 'Kimberly A. Buck'
Subject: Letter and Assignment of Retail Water and Wastewater Service Agreement to Association
Attachments: City of Ormond - May 13 2022 letter with attachments (002).pdf

Please see the attached correspondence and assignment document regarding the Retail Water and Wastewater Service Agreement for the Hunter's Ridge Oaks No. 1 Community Development District. I look forward to working with you regarding this matter.

Kim C. Booker, Attorney at Law
Booker & Associates, P.A.
1019 Town Center Drive, Suite 201
Orange City, Florida 32763
Telephone (386) 774-6552
Fax (386) 774 -5997

This communication is intended to be a confidential and privileged communication protected by attorney client privilege. If you are the unintended recipient of this communication, please notify my office immediately at 386 774 6552. Due to increased risk of fraud, please confirm any and all wiring instructions before sending any wires to our office.

BOOKER & ASSOCIATES, P.A.
ATTORNEY AT LAW

KIM C. BOOKER
kbooker@bookerandassoc.com

1019 TOWN CENTER DRIVE, SUITE 201
ORANGE CITY, FLORIDA 32763
PHONE (386) 774-6552
FAX (386) 774-5997

May 13, 2022

Randy Hayes, City Attorney
Joyce Shanahan, City Manager
City of Ormond Beach
22 South Beach Street
Ormond Beach, Florida 32174

Re: Dissolution of CDD and assignment of obligations, if any under the Interlocal Agreement between Hunter's Ridge Oaks Community Development District No. 1 encompassing a portion (980 acres) of land in the Flagler County Hunter's Ridge Development of Regional Impact ("DRI"); Request for consent to Assignment of obligations for maintenance to the master association, Hunter's Ridge Homeowner's Association of East, Florida ("Association")

Mr. Randy Hayes and Hon. Joyce Shanahan,

I have the pleasure of representing US Capital Alliance, LLC. which is the master developer for the Flagler County Hunter's Ridge Development of Regional Impact recorded in Development Order of Regional Impact Order, recorded in Official Records Book 1803, Page 648, Public Records of Flagler County, Florida, and as amended by Resolution No. 2021-66, recorded on November 24, 2021, in official Records Book 2631, Page 556, Public Records of Flagler County, Florida ("Flagler County DRI"). The prior Developer, Hunter's Ridge Residential Golf Properties, Inc. (predecessor in interest to US Capital Alliance, LLC.) entered into a Retail Water and Service Agreement with the City in 2006. However, when the master developer, US Capital Alliance, LLC. petitioned the County to create the CDD for Hunter's Ridge Oaks CDD No. 1 ("CDD")¹, the City and Developer enter into an agreement with the CDD to provide for the turnover of utilities to the City upon completion and incorporating the master utility plan that was approved by the City. I have attached hereto a copy of the Retail Utility and Wastewater Service Agreement dated November 7, 2017 ("Retail Agreement") for your review. The Developer has determined that the CDD is not of sufficient size to accommodate the maintenance of the road and stormwater ponds and has elected to utilize the master Association for Hunter's Ridge for said maintenance. The Developer has filed a petition with the County to dissolve the CDD which was never funded other than developer contributions for payments to the management company. Airport Road has been conveyed to the Association and the Association has assumed maintenance of said road and stormwater ponds. The master Association includes all of Volusia DRI and Flagler DRI and can spread the overall impact of the maintenance obligation over the entire development instead of a small, limited number of homes to be incorporated in the CDD making the cost more economically feasible for the residents of Hunter's Ridge. In addition, all the utilities once constructed are dedicated to the City of Ormond and the CDD has no on-going maintenance obligations regarding utilities.

Pursuant to the Retail Agreement, US Capital Alliance, LLC. seeks the City's consent to transfer the maintenance obligation under the Retail Agreement to the master Association. The DRI contains provisions throughout that allows the maintenance of the common areas to be performed by either the Association or the CDD. Since the CDD does not have any obligations for maintenance of the utilities after completion, I do not believe the City has any legitimate public purpose to object to the dissolution of the CDD and transfer to the Association. The CDD is not funded and no bonds will be issued in the future and on April 19, 2022 the Board of Supervisors voted to dissolve the CDD. The Association is currently maintaining all common areas in Ormond, Volusia County and Flagler. The Retail Agreement states that the consent of the City may not be unreasonably withheld.

Accordingly, I have attached hereto an Assignment accepted by the Association for the consent of the City which transfers the obligations under the Retail Agreement to the Association, but it does NOT release the Developer from any obligations to perform under the existing master utility plan or the terms and conditions of the Retail Agreement. The City is not harmed in any way by consenting to this Assignment and the existing funding of the Association assures that the maintenance obligations thereunder will continue to be performed. The Developer continues to be obligated to perform all of the construction obligations for the utilities in the master utility plan and shall continue to dedicate all the utilities upon completion to the City. I look forward to the City's consent to the attached Assignment.

Sincerely,

Booker & Associates, P.A.



By: _____
Kim C. Booker, Attorney at Law

Attachments

cc: US Capital Alliance, LLC

¹ This CDD is not the same as the Hunter's Ridge Community Development District No. 1 created by a sub developer, BADDC.

12/14/2017 9:31:32 AM

Instrument# 2017241305 37 pages

Book: 7483 Page: 2457

Electronically Recorded By

Volusia County Clerk of the Court

RETAIL UTILITY SERVICE AGREEMENT
for
HUNTER'S RIDGE DRI SERVICE AREA
(FLAGLER COUNTY)

THIS AGREEMENT is made and entered into this 7 day of November 2017, by and between the City of Ormond Beach, Florida, a political subdivision of the State of Florida ("City") Hunter's Ridge Oaks Community Development District No.1, a Community Development District established pursuant to the terms and conditions of Florida Statutes, Chapter 190 (the "CDD") and U. S. Capital Alliance, LLC, a Florida limited liability company ("Developer").

RECITALS

WHEREAS, "Hunter's Ridge" is a Development of Regional Impact ("DRI") residential subdivision that is partially located in the unincorporated territory of Flagler County and is partially located in the City of Ormond Beach (as recorded at Book 3696, Page 1640 of the Public Records of Volusia County, Florida); and

WHEREAS, on or about July 21, 2009, the City and Flagler County entered an interlocal agreement in accordance with section 163.01, Florida Statutes and other general laws for the provision by the city of retail water and sewer services to that portion of Hunter's Ridge DRI that is located in the unincorporated territory of Flagler County; and

WHEREAS, on November 16, 2009 the parties subsequently amended the interlocal agreement, said amended interlocal agreement having been recorded at Book 6421, pages 2821-2829 in the Public Records of Volusia County, Florida; (City-Flagler County Interlocal Agreement"); and

WHEREAS, at the time the City-Flagler County Interlocal Agreement was entered and subsequently amended, Hunter's Ridge Residential Golf Properties, Inc. was the fee simple owner and developer of Hunter's Ridge DRI ("DRI Developer"); and

WHEREAS, neither Flagler County nor the DRI Developer intended, or intend, to construct water or wastewater treatment facilities in the service area that has been or is to be established in the Hunter's Ridge DRI that is located in Flagler County ("Service Area"); and, the City owns and operates water and wastewater treatment facilities, and has adequate capacity to meet the water and wastewater needs of Developer and customers in the Service Area; and

WHEREAS, section 3 of the City-Flagler County Interlocal Agreement authorized the City to enter a utility service agreement with the DRI Developer regarding the construction of interconnecting pipelines and associated infrastructure, including the conveyance of same together

with all necessary easements to the City, to enable the City to provide retail water and waste water services to the DRI Developer and to customers in the Service Area; and

WHEREAS, U.S. Capital Alliance, LLC, or its successor in interest or assign, as the fee simple owner and DRI Developer of Hunter's Ridge DRI, intends to develop that portion of Hunter's Ridge Development located in the unincorporated portion of Flagler, as legally described and depicted on the map/diagram attached hereto as Exhibit "A"; and

WHEREAS, Hunter's Ridge Oaks Community Development District No.1, a Community Development District established pursuant to the terms and conditions of Florida Statute Chapter 190 (the "CDD"), was established to provide certain infrastructure within the Property which may include water and waste water services; and

WHEREAS, there is a need for water and wastewater treatment services to facilitate the development and construction of Hunter's Ridge Development, and to serve the needs of customers in Hunter's Ridge Development, and Developer and CDD desire to enter this Retail Utility Service Agreement with the City regarding the construction of interconnecting pipelines and associated infrastructure, including the conveyance of same together with all necessary easements or other public dedications to the City, to enable the City to provide retail water and waste water services to Hunter's Ridge Development; and

WHEREAS, Developer and CDD acknowledge this agreement is intended to implement the exercise of authority conferred to the City that is provided in the City-Flagler County Interlocal Agreement, and that this agreement pertains only to Hunter's Ridge Development, including customers therein; and

WHEREAS, Developer or CDD shall, at its sole cost, construct, and subsequently convey to the City, new utility systems as required by the City to enable the City to provide utility service to customers in Hunter's Ridge Development, a residential community in the Service Area, and that the City will not be obligated or required to contribute capital improvements for the construction of said utilities; and

WHEREAS, Developer and CDD acknowledge that customers in Hunter's Ridge Development shall be required to pay to the City water and sewer impact fees that are then in effect at the time application is made for said utilities and that said impact fees shall be payable at the same rate and in the same manner as customers who are located within the corporate limits of the City; and

WHEREAS, Developer and CDD acknowledge the City is authorized and willing, in accordance with section 4 of the City-Flagler County Interlocal Agreement and section 180.191, Florida Statutes, to provide retail water and wastewater services to customers in Hunter's Ridge Development at a rate that is equivalent to one hundred twenty-five percent (125%) of the rate that is charged to customers residing within the corporate boundaries of the City; and

WHEREAS, Developer and CDD acknowledge the City subsequently established utility service area, rates and fees for the Hunter's Ridge Development pursuant to City of Ormond Beach, Ordinance No. 2016-25;

WHEREAS, City has approved on Nov 7, 2017, a Master Utility Plan for Hunter's Ridge Development dated August 16, 2017 (hereinafter referred to as "Master Utility Plan");

NOW THEREFORE, in consideration of the recitals stated herein above, including the mutual undertakings and agreements herein contained and assumed, and other good and valuable consideration the receipt and sufficiency of which are acknowledged by the parties, the Developer and the City hereby covenant and agree as follows:

SECTION 1. RECITALS. The foregoing recitals are true and correct, they form a material basis upon which this Agreement is predicated, and they are a material part of this Agreement.

SECTION 2. DEFINITIONS. In the absence of a clear implication otherwise, the following words and terms used in this Agreement shall have the following meanings:

- (1) "Agreement" – shall mean this "Retail Utility Service Agreement for Hunter's Ridge DRI Service Area (Flagler County)" and all exhibits (including the legal description attached as Exhibit "A", and special conditions attached as Exhibit "B", as the same presently exists or may hereafter be amended and including the Master Utility Plan which is incorporated herein by this reference.
- (2) "Automatic Flushing Device" – shall mean a device that is installed at the end of a sparsely used water main that is not part of a looped water distribution system, and that will automatically flush the line at regular intervals to ensure that water in the water main line maintains minimum chloramine levels and complies with other clean water regulations, standards and laws.
- (3) "City" – shall mean the official or officials who are authorized to act for and on behalf of the City of Ormond Beach as the context of the subject matter requires.
- (4) "Contribution to Induce Service" – shall mean the sum of money and/or property represented by the value of the water distribution and wastewater collection systems constructed by Developer or CDD, and which the Developer or CDD shall pay and/or convey to the City as an inducement for the City to provide water and wastewater Service to Hunter's Ridge Development and customers therein. This Contribution shall meet the requirements of Article V, Chapter 3 of the Ormond Beach Land Development Code, and Chapter 22 of the Code of Ordinances, as the same presently exists or may be hereafter amended.
- (5) "Customer" – shall mean the retail end-user of water and/or wastewater service.

- (6) "Equivalent Living Unit or "ELU" – shall have the same meaning as provided in section 2-22, Chapter 22, of the Ormond Beach Code of Ordinances. For instance, each single-family residence served by the City through a single water meter or sewer service shall constitute one equivalent living unit; and for non-residential, or commercial or industrial, facilities the number of ELU's shall be determined based upon the computation by the City's building official of the total fixture count.
- (7) "Impact Fee" – shall mean a charge imposed by section 22-115, Chapter 22 of the Ormond Beach Code of Ordinances as the same presently exists or may be hereafter amended, representing an equitable portion of the cost, as determined by the Ormond Beach City Commission, of constructing water and wastewater infrastructure to connect a project to the city's utility system based on ELU needs.
- (8) "MGD" – shall mean a million gallons a day.
- (9) "Site Plan Review Committee ("SPRC")" – shall mean the administrative authority of the City that is authorized to review Developer's plans.
- (10) "Point of Delivery or Collection" – shall mean the point where the City's pipes are connected with the pipes of the Customer. Unless otherwise indicated, the point of delivery shall be at a point on the Customer's side immediately upstream of the water meter, sewer clean out or receiving manhole or other valve location depicted on a plan approved by the Ormond Beach Site Plan Review Committee.
- (11) "Service" – shall mean the capability of the City to provide water and wastewater service to each lot in Hunter's Ridge Development. For example, the maintenance by the City of adequate pressure at the Point of Delivery shall constitute the rendering of water service.
- (12) "Service Area" – shall mean the portion of Hunter's Ridge DRI that is to be constructed in the portion of Flagler County as depicted in Exhibit "A", as the context may require. The City shall, in accordance with the City-Flagler County Interlocal Agreement, be the sole provider of retail water and sewer services to the Hunter's Ridge (Flagler County) Service Area.
- (13) "Property or Project" – shall mean the Hunter's Ridge Development that is to be developed and constructed within the Hunter's Ridge DRI located in the unincorporated territory of Flagler County.

SECTION 3. DEVELOPER PROJECT.

- 3.1 Developer is the fee simple owner and developer of the remaining, unsold tracts of land within the Hunter's Ridge Development that is to be developed and

constructed within the Hunter's Ridge DRI and which is located in the unincorporated territory of Flagler County, as more particularly described and depicted in Exhibit "A" attached hereto.

SECTION 4. PROPERTY CONVEYANCES.

- 4.1 In accordance with the City-Flagler County Interlocal Agreement and applicable regulations of the City's Land Development Code and Code of Ordinances, the Developer and CDD recognize that the City shall be the sole and exclusive provider of retail water and waste water services to customers in the Hunter's Ridge DRI Service Area. Developer and CDD understand and agree that it shall be responsible for the construction, at its cost, of all interconnecting pipelines and associated infrastructure to enable the City to provide retail water and waste water services to Hunter's Ridge Development. Developer and CDD further agree to convey to City all rights, title and interest in and to the water and wastewater infrastructure system, together with all easements or other public dedications that are necessary for the City to own, maintain, repair, and operate the water and wastewater facilities in, under, over and across the present and future streets, roads, easements, reserved utility sites and public places within the Property similar in form to Exhibit "D" Access, Maintenance and Utility Easement (draft) attached hereto.

- 4.2 Developer and CDD hereby agree and covenant that the foregoing grants shall run with the land and include the necessary right of ingress and egress to any part of the Property; that the foregoing grants shall be for such period of time to enable the maintenance, repair, operation or expansion of the water and wastewater facilities by the City. The City covenants that it will use due diligence in ascertaining all easement locations; however, should the City or the Developer install any of the utility facilities outside a dedicated easement area, Developer and its successors and/or assigns covenant and agree that the City will not be required to move or relocate any facilities lying outside a dedicated easement area so long as the facilities do not unreasonably interfere with the then proposed use of the area in which the facilities have been installed. If the City or Developer installs any of the utility facilities outside a dedicated easement area, the City may agree at its discretion to release the "old" easement(s) to Developer or Developer's successors and/or assigns in exchange for a "new" easement to be located in the area where the facilities have been installed as long as the facilities as constructed are in an area that may be easily operated, repaired, and maintained by the City.
- 4.3

The City hereby agrees that its use of the easements to be granted, dedicated and/or conveyed shall be utilized for the purposes described in this Agreement in accordance with established and generally accepted practices of the water and wastewater industry. The Developer and CDD shall have the right to grant non-exclusive rights, privileges and easements to other governmental, non-governmental or special district entities for the provision of utility services other

than those services that are to be provided by the City, so long as such grants do not interfere with the City's use of the easements for water and wastewater purposes.

SECTION 5. PROVISION OF SERVICE.

- 5.1 Upon the completion by Developer or CDD of all prerequisites in this Agreement, the City shall allow the connection of the water distribution and wastewater collection facilities installed or constructed by Developer or CDD to the City's central water and wastewater facilities, in accordance with the terms of this Agreement and applicable regulations and laws, including those of the Flagler and/or Volusia County Department of Health, St. Johns River Water Management District and Florida Department of Environmental Protection. The City agrees to provide water and wastewater service to Developer, the Property, and Customers within the Property in return for payment of all applicable rates, fees, and charges in accordance with this Agreement, applicable laws, and rules and regulations of the City, including rate schedules for water and wastewater service.
- 5.2 Developer and CDD acknowledge that in accordance with section 6 of the City-Flagler County Interlocal Agreement, the City shall at all time endeavor to exercise its best efforts to comply with applicable local, state and federal regulations regarding public water production and distribution and wastewater treatment service and collection for utility service. Notwithstanding the foregoing, the City does not guarantee or warrant any special service, pressure, quality, capacity, availability, or other facility to Customers other than what is required to fulfill a duty of reasonable care equivalent to all other customers of the City's utility.
- 5.3 The Developer and CDD acknowledge that in accordance with section 4.1 of the City-Flagler County Interlocal Agreement, the City shall bill Developer and/or Customers in the same manner and at a rate that shall not exceed one hundred twenty-five percent (125%) of the rate that is charged to the City's utility customers that are located within the City limits; that the City reserves the right to discontinue service for nonpayment of bills in the same manner as all other City utility customers in accordance with applicable law and City regulations; and that the City retains the right to adjust utility rates in accordance with applicable law and City regulations, so long as such rates do not exceed the rate percentage limitations described in the City-Flagler County Interlocal Agreement.

SECTION 6. DESIGN, REVIEW, CONSTRUCTION, INSPECTION AND CONVEYANCE OF FACILITIES.

- 6.1 As a further inducement to encourage the City to provide water and wastewater services to the Property (including Customers therein), Developer or CDD shall

pay for the construction of interconnecting pipelines and associated infrastructure, and shall transfer and convey ownership and control of same to the City as a Contribution to Induce Service.

- 6.2 Developer or CDD shall provide to the City, through the City's Site Plan Review Committee (SPRC), engineering plans and specifications of the type and in the form as prescribed by the City, showing the on-site and off-site water distribution and wastewater collection systems that are proposed to be constructed or installed for the provision of service to the Property. The said engineering plans and specifications shall meet the City's sizing requirements and other applicable utility standards. If applicable, such detailed plans may be limited to a phase of the Property, and subsequent phases may be furnished from time to time. However, each such phase, if applicable, shall conform to a master plan for the development of the Property and such master plan shall be submitted to the City concurrent with or prior to submission of plans for the first phase. All such plans and specifications shall be submitted to the City and no construction shall commence until the City has approved such plans and specifications in writing. If it is determined to be applicable and necessary by the City, Developer or CDD shall provide Certified Engineering Computations with a water and wastewater master plan illustrating the anticipated water demand and wastewater flow, including the hydraulic capability of the proposed water and wastewater system configuration within the development area. After approval by City, Developer or CDD shall cause to be constructed, at Developer's or CDD's expense, the water distribution and wastewater collection systems as shown on all plans and specifications.
- 6.3 During the construction and installation of the water distribution and wastewater collection systems by Developer or CDD, the City shall have the right to inspect such installation to determine compliance with plans and specifications, compliance with all State and local codes and requirements, and further, shall require the Developer or CDD to perform standard tests for pressure, infiltration/vacuum, line and grade, hydrostatic/leakage, and all other normal engineering tests required by specifications and/or good engineering practices. Complete as-built plans shall be submitted to the City for review prior to the issuance of permits and upon completion of construction of the Project. The submittal shall include paper copies (bluelines), reproducible (mylars), and electronic (CD format) copies that reference the Florida State Plane Coordinate System with two or more point references. The Developer or CDD shall also provide video inspection of all pipelines where such inspection is required as part of the City's inspection process. The Developer or CDD shall provide appropriate advance notification for all inspection and testing activities in accordance with standard City requirements.

- 6.4 Developer or CDD shall pay to City all fees and expenses that are incurred by the City in the preparation of plan review and inspections. Developer or CDD shall also pay for water meters and meter installations.
- 6.5 Developer or CDD shall transfer and convey to City, complete ownership to all water distribution and wastewater collection systems constructed and installed by Developer or CDD. Such transfer and conveyance may at the discretion of the City take effect upon the acceptance by the City of the said water and wastewater distribution system constructed and installed by Developer or CDD. As further evidence of said transfer or ownership, and upon the completion of the installation and prior to the rendering of Service by the City, Developer or CDD may be required by the City to transfer and convey by bill of sale or other appropriate documents in a form satisfactory to the City, the complete on-site and off-site water distribution and wastewater collection systems as constructed by Developer or CDD. Developer or CDD shall further cause to be transferred and conveyed to the City, fee parcels for lift stations or pumping facilities together with all easements and/or rights-of-way covering areas in which water distribution and wastewater collection lines are to be operated, repaired and maintained. All conveyance of fee parcels, easements and/or rights-of-way shall be accompanied by a title policy or an attorney's opinion of title, satisfactory to the City. The use of easements granted by Developer or CDD may include uses by other utilities so long as such other uses do not materially or unreasonably interfere with use by the City. The City covenants and agrees that acceptance of the water distribution and wastewater collection systems by the City shall constitute assumption of responsibility by the City for the operation and maintenance of such systems from that date forward.
- 6.6 Developer and/or CDD shall exercise reasonable efforts to undertake the construction and installation of the water distribution and wastewater collection system, which is reasonably anticipated to be completed by July 1, 2026, in compliance with the "Hunter's Ridge Master Utility Plan, Section IV, Development Plan by Construction Segments," prepared by Alann Engineering Group, Inc. dated August 16, 2017, as shown on the attached Exhibit "C." All construction and installations by Developer or CDD and their contractors shall be warranted for at least one year from the date of acceptance by the City. Any liens or encumbrances, if any should exist, must be released prior to acceptance by the City. All water distribution and wastewater collection facilities shall be covered by easements if not located within dedicated rights-of-way or conveyed fee simple parcels. All lift stations, pumping facilities or other facilities for which the City requires a fee interest, shall be conveyed by warranty deed in fee simple.
- 6.7 If within one year after the date of conveyance or connection of the water distribution and wastewater collection facilities (i.e., one year from whichever event first occurs), there are found to be defects in the system, the Developer or

CDD shall promptly, without cost to the City, and in accordance with the City's written instructions, either correct such defective work within a reasonable period of time for such construction, as mutually agreed upon by City and the Developer or CDD, or if it has been rejected by the City, promptly remove and replace it with non-defective work or materials. If the Developer or CDD does not comply with such instructions within ninety (90) days from written notice, the City may have the defective work and materials rejected, work removed and replaced and all direct and indirect costs of such removal and replacement shall be reimbursed to, and upon demand by, the City by the Developer or CDD. To warrant and guarantee such performance, the Developer or CDD shall post a surety bond for the benefit of the City in the amount of ten percent (10%) of the construction and installation of the facilities. In lieu of the performance bond, the Developer or CDD may deposit with the City finance director the same amount in the form of cash, a certified check, or a cashier's check.

- 6.8 Payment by Developer or CDD of the Contribution to Induce Service shall not constitute a waiver by the City of any of its rates, rate schedules or rules and regulations, allocations fees, the enforcement of which shall not in any manner be affected. The City shall not be obligated for any reason whatsoever nor shall the City pay any interest or rate of interest upon the Contribution to Induce Service. Neither Developer, CDD nor any person or other entity holding any of the Property by, through or under Developer or CDD, or interest in such Property, shall have any present or future right, title, claim or interest in and to the Contribution to Induce Service, or to any of the water and wastewater facilities and properties of the City. Any user or Customer of water and wastewater services shall not be entitled to offset any bill or bills rendered by the City for such Service or Services against the Contribution to Induce Service. Developer or CDD shall not be entitled to offset the Contribution to Induce Service against any claim or claims of the City.

SECTION 7. EVIDENCE OF TITLE. Within a period of thirty (30) days after the execution of this Agreement, and at the expense of Developer or CDD, Developer or CDD shall deliver to the City a title commitment regarding the Property describing the name of the legal title holders, the outstanding mortgages, taxes, liens, and covenants. Errors and omissions reports shall be unacceptable. The provisions of this Section are for the exclusive rights of Service contained in the Agreement. Any mortgage or lien holder having an interest in the Property shall be required to join in the grant of exclusive Service rights set forth in this Agreement. Title standards shall be the same as those applicable to real estate generally adopted by the Florida Bar and in accordance with Florida law.

SECTION 8. OWNERSHIP OF FACILITIES. Developer or CDD acknowledges and covenants that all water and wastewater facilities conveyed to the City shall at all times remain in the complete and exclusive ownership and control of the City, and any entity owning any part of the Property or any residence or building constructed or located thereon, shall not have any right,

title, claim or interest in and to such facilities, or any part of them, for any purpose, including the furnishing of water and wastewater services to other persons or entities located within or beyond the limits of the Property.

SECTION 9. APPLICATION OF RULES, REGULATIONS AND RATES.

Notwithstanding any provision in this Agreement, the City may establish, revise, modify and enforce reasonable rules, and regulations regarding the provision of water and wastewater service to the Property. All such rules and regulations shall be binding upon Developer, CDD and/or customers, and all assigns and successor in interest.

SECTION 10. PERMISSION TO CONNECT REQUIRED. Developer, CDD, or any owner of any parcel within the Property, or any occupant of any residence or buildings located thereon, shall not have the right to and shall not connect any Customer installation to the water and wastewater facilities of the City unless and until approval for such connection has been granted by the City.

SECTION 11. BINDING AGREEMENT: ASSIGNMENT BY DEVELOPER. This Agreement shall be binding upon and shall inure to the benefit of Developer, the CDD, the City and their respective assigns and successors in interest. This Agreement shall not be sold, transferred, conveyed, assigned or otherwise disposed of by Developer or CDD without the prior written consent of the City, which consent shall not be unreasonably withheld.

SECTION 12. NOTICES. Until further written notice by either party to the other, all notices provided herein shall be in writing and transmitted by messenger, or by mail to:

As to Developer: Kim Booker, Esq. Booker and Associates, P.A. 1019 Town Center Drive, Suite 201, Orange City Florida 32763.

As to CDD: Kim Booker, Esq. Booker and Associates, P.A. 1019 Town Center Drive, Suite 201, Orange City Florida 32763.

As to City: City Manager, City of Ormond Beach, 22 South Beach Street, Ormond Beach, FL 32174; and copy to City Attorney, 22 South Beach Street, Ormond Beach, FL 32174.

SECTION 13. SURVIVAL OF COVENANTS. The rights, privileges, obligations and covenants of Developer, CDD and City shall survive final completion of the work by Developer or CDD and acceptance by City of the water distribution and wastewater collection facilities constructed and installed by Developer.

SECTION 14. ENTIRE AGREEMENT, AMENDMENTS & APPLICABLE LAW. This Agreement supersedes all previous agreements or representations, either verbal or written, if any, heretofore in effect between Developer, CDD and City. No additions, alterations or variations of the terms of this Agreement shall be valid, nor can provisions of the Agreement be waived by

either party, unless such additions, alterations, variations or waivers are expressed in writing, with the same level of formality as the original approval of this Agreement; except that minor revisions to the Master Utility Plan caused by a change in the sequencing of the development of the subdivisions within the Phasing plan shall be administrative changes that are subject to the review and approval process of the Site Plan Review Committee ("SPRC"). This Agreement shall be governed by the laws of the State of Florida, as well as all applicable local ordinances of the City. Venue for any action or proceeding shall be in Volusia County, Florida.

SECTION 15. DISCLAIMERS: LIMITATIONS ON LIABILITY.

- 15.1 **Status.** The parties are independent contractors and not agents, partners or employees of the other.
- 15.2 **Indemnity.** The Developer and CDD, including its successors in interest and assigns, shall indemnify and hold harmless the City, its authorized agents, employees and officers (both elected and appointed) from and against any and all claims, liability, demands, damages expenses, fines, penalties, suits proceedings, actions and fees, including attorney's fees and costs, for injury (including death) to persons or damage to property or property rights that may arise from or be related to acts, errors, or omissions of Developer or CDD, their agents, employees, servants, licensees, invitees, or contractors or by any person under the control or direction of Developer or CDD, or by Developer's use of the City's water collection and wastewater distribution facilities or system, arising from or connected to any default, breach, violation or nonperformance under this Agreement.
- 15.3 **Force Majeure.** The City shall not be liable or responsible to Developer or CDD by reason of the failure or inability of the City to take any action it may be required to take or to comply with the requirements imposed hereby or any injury to the Developer or CDD, which failure, inability or injury is caused directly or indirectly by force majeure as hereinafter set forth. The term "force majeure" shall mean acts of God, strikes, lock-outs, or other industrial disturbance, acts of public enemies, war, blockades, riots, acts of armed forces, militia, or public authority, epidemics; breakdown of or damage to machinery, pumps or pipelines, landslides, earthquakes, fires, sinkholes, storms, floods or washouts; arrests, title disputes, or other litigation; governmental restraints of any nature, whether federal, state, county, municipal or otherwise, civil or military; civil disturbances; explosions failure or inability to obtain necessary materials, supplies, labor or permits or governmental approvals whether resulting from or pursuant to existing or future rules regulations, orders, laws or proclamations whether federal, state, county, municipal or otherwise, civil or military; or by any other causes, whether or not of the same kind as enumerated herein, not within the sole control of the City and which by exercise of due diligence the City is unable to overcome..

- 15.4 **Disclaimer of third party beneficiaries.** This Agreement is solely for the benefit of and shall be binding upon the parties hereto and their respective authorized successors in interest and assigns; and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third part not a party to this agreement or an authorized successor or assignee thereof.
- 15.5 **Disclaimer of security.** Notwithstanding any other provision in this Agreement, Developer and CDD expressly acknowledges that: (1) it has no pledge or lien upon any real property including, specifically, the City's system, any personal property, or any existing or future revenue source of the City including, specifically, any revenue or rates, fees, or charges collected by the City in connection with the City system as security for any amounts of money payable by the City under this agreement; and (2) its rights to any payments or credits under this agreement are subordinate to the rights of all holders of any stocks, bonds, or notes of the City, whether currently outstanding or hereinafter issued.

SECTION 16. COVENANTS NOT TO ENGAGE IN UTILITY BUSINESS. Developer and CDD, as a further consideration for this Agreement, shall not engage in the business of providing water, and/or wastewater service to the Hunter's Ridge Development Property during the period of time the City, its successors and assigns, provide water, and/or wastewater service to the subject Property, it being the intention of the parties hereto that the foregoing provision shall be a covenant running with the land. The City shall have sole and exclusive right and privilege to provide, in accordance with the City-Flagler County Interlocal Agreement, water, and/or wastewater service to the subject Property in the Service Area.

SECTION 17. RECORDATION. The parties hereto agree that an executed copy of this Agreement shall be recorded in the Public Records of Volusia County and Flagler County, Florida, at the expense of Developer or CDD.

SECTION 18. SEVERALITY. If any part of this Agreement is found to be invalid or unenforceable by any court of competent jurisdiction, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained therein are not materially affected, and the underlying purpose of the Agreement may continue. To that end, the provisions in this Agreement are severable.

SECTION 19. AUTHORITY TO EXECUTE AGREEMENT. The signatories hereunder represent that they each have the legal authority to execute this Agreement and to bind their respective principals.

SECTION 20. SPECIAL CONDITIONS. The Special Conditions contained in and attached hereto as Exhibit B are incorporated herein and are a material part of this Agreement.

SECTION 21. EFFECTIVE DATE. This Agreement shall become effective on the date it is last executed by the respective parties. This Agreement may be executed in multiple original

documents. A recorded copy of a fully executed original document shall be enforceable the same as an original Agreement.

FCC RD

IN WITNESS WHEREOF, the undersigned signatories have hereby executed this Agreement on behalf of their respective principals.

CITY OF ORMOND BEACH, FLORIDA

U.S. CAPITAL ALLIANCE, LLC

Bill Partington
Bill Partington
Mayor

By: G. J. De
Title: Manager

ATTEST:

WITNESSES:

Joyce A. Shanahan
Joyce A. Shanahan
City Manager

X: Shanahan
Print Name: Shanahan

Scott McKee
Scott McKee
City Clerk

X: Mary Helen R. Murphy
Print Name: Mary Helen R. Murphy

HUNTER'S RIDGE OAKS COMMUNITY
DEVELOPMENT DISTRICT NO. 1,
a Community Development District
established pursuant Florida Statute Chapter 190

Kimberly Buck
By: Kimberly Buck
Title: Chair

ATTEST:
Kim Booker
Kim Booker
District Counsel

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

FCC RD

LEGAL DESCRIPTION: PARCEL 1

A PARCEL OF LAND LYING IN SECTIONS 15, 16, 21 AND 22, TOWNSHIP 14 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE FULLY DESCRIBED AS FOLLOWS:
 COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 21, AND RUN S.87°26'24"W., ALONG THE SOUTH LINE OF SAID SECTION 21, A DISTANCE OF 1315.15 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE ALONG SAID SOUTH LINE, S 87°26'24" W, A DISTANCE OF 1296.10 FEET; THENCE, S 87°26'13" W, A DISTANCE OF 581.99 FEET; THENCE ALONG A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1150.00 FEET, A CENTRAL ANGLE OF 48°40'58", AND A CHORD BEARING AND DISTANCE OF N 46°03'10" E, 948.00 FEET; THENCE, ALONG ARC OF SAID CURVE 977.13 FEET; THENCE, N 70°23'39" E, A DISTANCE OF 336.88 FEET; THENCE ALONG A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 2450.00 FEET, A CENTRAL ANGLE OF 26°13'38", AND A CHORD BEARING AND DISTANCE OF N 57°16'50" E, 1111.73 FEET; THENCE, ALONG ARC OF SAID CURVE 1121.49 FEET; THENCE, N 44°10'02" E, A DISTANCE OF 250.00 FEET; THENCE ALONG A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2800.00 FEET, A CENTRAL ANGLE OF 07°43'53", AND A CHORD BEARING AND DISTANCE OF N 48°01'59" E, 377.54 FEET; THENCE, ALONG ARC OF SAID CURVE 377.83 FEET; THENCE, N 34°31'59" W, A DISTANCE OF 536.91 FEET; THENCE, N 00°34'59" E, A DISTANCE OF 234.10 FEET; THENCE, N 65°00'32" W, A DISTANCE OF 226.21 FEET; THENCE, N 34°05'59" W, A DISTANCE OF 327.58 FEET; THENCE, N 34°16'15" W, A DISTANCE OF 181.14 FEET; THENCE, N 41°35'05" W, A DISTANCE OF 898.99 FEET; THENCE, N 43°52'00" W, A DISTANCE OF 749.86 FEET; THENCE, N 02°19'50" W, A DISTANCE OF 6375.84 FEET; THENCE, N 87°32'58" E, A DISTANCE OF 2645.70 FEET; THENCE, N 87°31'01" E, A DISTANCE OF 5298.81 FEET; THENCE, S 02°02'12" E, A DISTANCE OF 5299.47 FEET; THENCE, S 01°44'52" E, A DISTANCE OF 1210.93 FEET; THENCE, N 61°46'58" W, A DISTANCE OF 260.00 FEET; THENCE, S 46°43'02" W, A DISTANCE OF 140.00 FEET; THENCE, S 01°28'50" W, A DISTANCE OF 178.49 FEET; THENCE ALONG A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 975.00 FEET, A CENTRAL ANGLE OF 11°32'18", AND A CHORD BEARING AND DISTANCE OF N 73°30'45" W, 196.01 FEET; THENCE, ALONG ARC OF SAID CURVE 196.35 FEET; THENCE, N 81°31'59" W, A DISTANCE OF 76.57 FEET; THENCE, S 06°12'57" W, A DISTANCE OF 75.11 FEET; THENCE ALONG A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 900.00 FEET, A CENTRAL ANGLE OF 16°45'59", AND A CHORD BEARING AND DISTANCE OF S 87°48'41" W, 262.43 FEET; THENCE, ALONG ARC OF SAID CURVE 263.36 FEET; THENCE, N 80°45'22" W, A DISTANCE OF 77.83 FEET; THENCE, N 15°11'03" W, A DISTANCE OF 20.31 FEET; THENCE ALONG A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 57°13'41", AND A CHORD BEARING AND DISTANCE OF N 43°47'51" W, 30.65 FEET; THENCE, ALONG ARC OF SAID CURVE 31.96 FEET; THENCE, N 72°24'39" W, A DISTANCE OF 27.92 FEET; THENCE ALONG A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 75.63 FEET, A CENTRAL ANGLE OF 47°06'12", AND A CHORD BEARING AND DISTANCE OF S 84°02'12" W, 60.44 FEET; THENCE, ALONG ARC OF SAID CURVE 62.18 FEET; THENCE, S 60°29'03" W, A DISTANCE OF 60.14 FEET; THENCE ALONG A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 205.00 FEET, A CENTRAL ANGLE OF 32°47'18", AND A CHORD BEARING AND DISTANCE OF S 76°52'44" W, 115.72 FEET; THENCE, ALONG ARC OF SAID CURVE 117.31 FEET; THENCE, S 57°14'22" W, A DISTANCE OF 97.98 FEET; THENCE, S 11°23'04" E, A DISTANCE OF 41.59 FEET; THENCE ALONG A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 4800.00 FEET, A CENTRAL ANGLE OF 01°35'32", AND A CHORD BEARING AND DISTANCE OF S 80°44'26" W, 133.39 FEET; THENCE, ALONG ARC OF SAID CURVE 133.40 FEET; THENCE WITH A REVERSE CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 1100.00 FEET, A CENTRAL ANGLE OF 13°15'07", AND A CHORD BEARING AND DISTANCE OF S 74°51'24" W, 253.85 FEET; THENCE, ALONG ARC OF SAID CURVE 254.42 FEET; THENCE WITH A REVERSE CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 1400.00 FEET, A CENTRAL ANGLE OF 07°03'37", AND A CHORD BEARING AND DISTANCE OF S 71°45'38" W, 172.40 FEET; THENCE, ALONG ARC OF SAID CURVE 172.51 FEET; THENCE, N 84°59'19" W, A DISTANCE OF 82.72 FEET; THENCE, N 12°57'46" W, A DISTANCE OF 254.77 FEET; THENCE ALONG A CURVE

CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 84°28'08", AND A CHORD BEARING AND DISTANCE OF N 55°11'45" W, 40.33 FEET; THENCE, ALONG ARC OF SAID CURVE 44.23 FEET; THENCE, S 82°34'16" W, A DISTANCE OF 125.15 FEET; THENCE ALONG A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 85°47'29", AND A CHORD BEARING AND DISTANCE OF S 39°40'39" W, 40.84 FEET; THENCE, ALONG ARC OF SAID CURVE 44.92 FEET; THENCE, S 03°12'59" E, A DISTANCE OF 249.48 FEET; THENCE, S 52°29'02" W, A DISTANCE OF 138.20 FEET; THENCE, S 76°17'08" W, A DISTANCE OF 554.87 FEET; THENCE ALONG A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 67°58'24", AND A CHORD BEARING AND DISTANCE OF N 69°43'36" W, 27.95 FEET; THENCE, ALONG ARC OF SAID CURVE 29.66 FEET; THENCE WITH A REVERSE CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 175.00 FEET, A CENTRAL ANGLE OF 49°00'35", AND A CHORD BEARING AND DISTANCE OF N 60°14'38" W, 145.17 FEET; THENCE, ALONG ARC OF SAID CURVE 149.69 FEET; THENCE WITH A REVERSE CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 71°02'31", AND A CHORD BEARING AND DISTANCE OF N 49°13'54" W, 29.05 FEET; THENCE, ALONG ARC OF SAID CURVE 31.00 FEET; THENCE, N 13°42'52" W, A DISTANCE OF 255.04 FEET; THENCE, S 76°17'08" W, A DISTANCE OF 80.00 FEET; THENCE, S 13°42'52" E, A DISTANCE OF 255.04 FEET; THENCE ALONG A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 71°02'08", AND A CHORD BEARING AND DISTANCE OF S 21°48'06" W, 29.05 FEET; THENCE, ALONG ARC OF SAID CURVE 31.00 FEET; THENCE WITH A REVERSE CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 175.00 FEET, A CENTRAL ANGLE OF 142°04'01", AND A CHORD BEARING AND DISTANCE OF S 13°42'50" E, 331.00 FEET; THENCE, ALONG ARC OF SAID CURVE 433.92 FEET; THENCE WITH A REVERSE CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 71°02'04", AND A CHORD BEARING AND DISTANCE OF S 49°13'54" E, 29.05 FEET; THENCE, ALONG ARC OF SAID CURVE 30.99 FEET; THENCE, S 13°42'32" E, A DISTANCE OF 211.65 FEET; THENCE ALONG A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1200.00 FEET, A CENTRAL ANGLE OF 09°34'48", AND A CHORD BEARING AND DISTANCE OF S 08°55'18" E, 200.41 FEET; THENCE, ALONG ARC OF SAID CURVE 200.64 FEET; THENCE, S 04°07'54" E, A DISTANCE OF 267.75 FEET; THENCE, S 85°52'06" W, A DISTANCE OF 34.61 FEET; THENCE ALONG A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 440.00 FEET, A CENTRAL ANGLE OF 18°43'31", AND A CHORD BEARING AND DISTANCE OF N 84°46'09" W, 143.16 FEET; THENCE, ALONG ARC OF SAID CURVE 143.80 FEET; THENCE WITH A REVERSE CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 660.00 FEET, A CENTRAL ANGLE OF 18°43'31", AND A CHORD BEARING AND DISTANCE OF N 84°46'09" W, 214.74 FEET; THENCE, ALONG ARC OF SAID CURVE 215.70 FEET; THENCE, S 85°52'06" W, A DISTANCE OF 255.50 FEET; THENCE, S 04°07'54" E, A DISTANCE OF 135.00 FEET; THENCE, S 85°52'06" W, A DISTANCE OF 243.72 FEET; THENCE ALONG A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 775.00 FEET, A CENTRAL ANGLE OF 11°30'16", AND A CHORD BEARING AND DISTANCE OF S 80°06'59" W, 155.35 FEET; THENCE, ALONG ARC OF SAID CURVE 155.61 FEET; THENCE, N 30°58'16" W, A DISTANCE OF 157.59 FEET; THENCE, S 59°01'44" W, A DISTANCE OF 660.00 FEET; THENCE, S 30°58'16" E, A DISTANCE OF 130.00 FEET; THENCE, S 59°01'44" W, A DISTANCE OF 585.57 FEET; THENCE, N 42°27'56" W, A DISTANCE OF 307.75 FEET; THENCE, S 54°30'42" W, A DISTANCE OF 800.79 FEET; THENCE ALONG A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2700.00 FEET, A CENTRAL ANGLE OF 03°44'54", AND A CHORD BEARING AND DISTANCE OF S 52°39'46" W, 176.61 FEET; THENCE, ALONG ARC OF SAID CURVE 176.64 FEET; THENCE WITH A COMPOUND CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2700.00 FEET, A CENTRAL ANGLE OF 06°37'17", AND A CHORD BEARING AND DISTANCE OF S 47°28'40" W, 311.85 FEET; THENCE, ALONG ARC OF SAID CURVE 312.02 FEET; THENCE, S 44°10'02" W, A DISTANCE OF 250.00 FEET; THENCE ALONG A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 2550.00 FEET, A CENTRAL ANGLE OF 05°01'28", AND A CHORD BEARING AND DISTANCE OF S 46°40'45" W, 223.55 FEET; THENCE, ALONG ARC OF SAID CURVE 223.62 FEET; THENCE, S 08°34'40" W, A DISTANCE OF 119.99 FEET; THENCE, S 06°50'36" W, A

DISTANCE OF 191.02 FEET; THENCE ALONG A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 177.63 FEET, A CENTRAL ANGLE OF 45°08'12", AND A CHORD BEARING AND DISTANCE OF S 21°29'57" E, 136.34 FEET; THENCE, ALONG ARC OF SAID CURVE 139.93 FEET; THENCE WITH A REVERSE CURVE

CONCAVE WESTERLY, HAVING A RADIUS OF 125.65 FEET, A CENTRAL ANGLE OF 105°45'54", AND A CHORD BEARING AND DISTANCE OF S 09°02'10" W, 200.39 FEET; THENCE, ALONG ARC OF SAID CURVE 231.95 FEET; THENCE WITH A REVERSE CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 105.29 FEET, A CENTRAL ANGLE OF 89°48'10", AND A CHORD BEARING AND DISTANCE OF S 04°58'45" W, 148.65 FEET; THENCE, ALONG ARC OF SAID CURVE 165.03 FEET; THENCE, S 30°53'03" E, A DISTANCE OF 121.63 FEET; THENCE, S 01°26'55" E, A DISTANCE OF 179.43 FEET; WHICH IS THE POINT OF BEGINNING,

HAVING AN AREA OF 60,977,879 SQUARE FEET, 1,399.859 ACRES

LEGAL DESCRIPTION: PARCEL 2

A PARCEL OF LAND LYING IN SECTION 22, TOWNSHIP 14 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE FULLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE INTERSECTION OF THE EAST LINE OF SAID SECTION 22, AND THE NORTH LINE OF RESERVE TRACT PARCEL TWO, AS RECORDED IN OFFICIAL RECORDS BOOK 0609, PAGES 1421 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE N.61°46'58"W., ALONG THE NORTHERLY LINE OF RESERVE TRACT PARCEL TWO, AS RECORDED IN OFFICIAL RECORDS BOOK 0609, PAGE 1421 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, A DISTANCE OF 260.00 FEET; THENCE S.46°43'02"W., ALONG THE NORTHWESTERLY LINE OF SAID RESERVE TRACT PARCEL TWO, A DISTANCE OF 140.00 FEET; THENCE S.01°28'50"W., ALONG SAID WEST LINE OF SAID RESERVE TRACT PARCEL TWO, AND THE EXTENSION THEREOF, A DISTANCE OF 368.68 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF AIRPORT ROAD (A 100.00 FOOT RIGHT OF WAY) AS RECORDED IN PLAT BOOK 37, PAGES 38 & 39 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, AND A POINT ON A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 800.00 FEET; A CENTRAL ANGLE OF 26°07'12", AND A CHORD BEARING AND DISTANCE OF N.75°59'36"W., 361.55 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 364.70 FEET TO THE POINT OF INTERSECTION WITH THE WEST LINE OF RESERVE TRACT PARCEL ONE AS RECORDED IN OFFICIAL RECORDS BOOK 0609, PAGE 1421, AND THE POINT OF BEGINNING;

THENCE LEAVING SAID SOUTHERLY RIGHT OF WAY LINE, S.07°53'10"W., ALONG THE SAID WESTERLY LINE, A DISTANCE OF 673.61 FEET; THENCE LEAVING SAID WESTERLY LINE RUN N.81°46'48"W., A DISTANCE OF 60.78 FEET TO A POINT ON THE NORTHEAST CORNER OF ASHFORD LAKES ESTATES, AS RECORDED IN MAP BOOK 37, PAGES 42 THROUGH 49 OF SAID PUBLIC RECORDS; THENCE THE FOLLOWING SIX COURSES AND DISTANCES ALONG SAID NORTH LINE; N.81°46'48"W., A DISTANCE OF 144.82 FEET; THENCE S.73°55'56"W., A DISTANCE OF 33.70 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 79°41'35", AND A CHORD BEARING AND DISTANCE OF N.79°30'13"W., 96.11 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 104.32 FEET; THENCE N.54°28'04"W., A DISTANCE OF 91.08 FEET; THENCE S.69°49'39"W., A DISTANCE OF 70.21 FEET; THENCE N.87°01'54"W., A DISTANCE OF 2668.68 FEET TO THE WEST LINE OF SAID ASHFORD LAKES ESTATES, AND A POINT ON THE EASTERLY LINE OF A 236 FOOT WIDE FLORIDA POWER AND LIGHT EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 1335, PAGES 500 THROUGH 502 AND OFFICIAL RECORDS BOOK 38, PAGE 50, OF SAID PUBLIC RECORDS; THENCE S.01°39'35"E., ALONG SAID WESTERLY LINE OF SAID ASHFORD LAKES ESTATES AND THE EASTERLY LINE OF SAID FLORIDA POWER AND LIGHT EASEMENT A DISTANCE OF 709.58 FEET; THENCE LEAVING SAID LINE, N.88°20'25"W., A DISTANCE OF 236.00 FEET TO THE WEST LINE OF SAID FLORIDA POWER AND

LIGHT EASEMENT AND THE NORTHEASTERLY CORNER OF HUNTINGTON TOWNHOMES, AS RECORDED IN OFFICIAL RECORDS BOOK 1437, PAGE 958 OF SAID PUBLIC RECORDS; THENCE THE FOLLOWING NINETEEN COURSES AND DISTANCES ALONG SAID NORTH LINE; S.52°20'10"W., A DISTANCE OF 16.63'; THENCE S.52°23'36"W., A DISTANCE OF 47.26 FEET; THENCE S.58°00'54"W., A DISTANCE OF 34.27 FEET; THENCE S.63°09'01"W. A DISTANCE OF 26.83 FEET; THENCE S.72°41'23"W., A DISTANCE OF 34.36 FEET; THENCE S.73°53'10"W., A DISTANCE OF 39.23 FEET; THENCE N.78°58'09"W., A DISTANCE OF 32.00 FEET; THENCE N.77°31'32"W., A DISTANCE OF 50.00 FEET; THENCE N.85°20'33"W., A DISTANCE OF 32.53 FEET; THENCE N.24°30'49"W., A DISTANCE OF 147.86 FEET; THENCE S.65°17'15"W., A DISTANCE OF 219.53 FEET; THENCE S.24°55'58"E., A DISTANCE OF 115.58 FEET; THENCE S.64°33'00"W., A DISTANCE OF 80.94 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 113.43 FEET AND A CENTRAL ANGLE OF 32°55'50"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 65.19 FEET TO A POINT; THENCE S.81°09'55"W., A DISTANCE OF 105.62 FEET; THENCE N.81°39'38"W., A DISTANCE OF 27.37 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 700.87 FEET, AND A CENTRAL ANGLE OF 08°59'22" THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 109.96 FEET TO A POINT; THENCE N.86°04'54"W., A DISTANCE OF 105.93 FEET; THENCE N.49°19'56"W., A DISTANCE OF 62.22 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF THE AFOREMENTIONED AIRPORT ROAD; THENCE N.04°07'54"W., ALONG THE SAID RIGHT OF WAY LINE A DISTANCE OF 353.24 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 1280.00 FEET, A CENTRAL ANGLE OF 09°21'16"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 208.98 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE, N.31°52'00"E., A DISTANCE OF 237.98 FEET; THENCE N.13°34'44"E., A DISTANCE OF 37.65 FEET; THENCE N.04°42'31"W., A DISTANCE OF 82.95 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 35.00 FEET, AND A CENTRAL ANGLE OF 101°14'53"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 61.85 FEET TO THE POINT OF TANGENCY; THENCE S.74°01'51"W., A DISTANCE OF 51.58 FEET TO THE AFOREMENTIONED AIRPORT ROAD RIGHT OF WAY AND A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 175.00 FEET; A CENTRAL ANGLE OF 7°12'43", AND A CHORD BEARING AND DISTANCE OF N.11°54'58"E., 22.01 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 22.03 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 67°58'32"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 29.66 FEET TO THE POINT OF TANGENCY; THENCE N.76°17'08"E., A DISTANCE OF 961.36 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 1500.00 FEET AND A CENTRAL ANGLE OF 8°03'18"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 210.88 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 1000.00 FEET AND A CENTRAL ANGLE OF 13°15'07"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 231.29 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 5000.00 FEET AND A CENTRAL ANGLE OF 5°11'49"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 453.52 FEET TO THE POINT OF TANGENCY; THENCE N.76°17'08"E., A DISTANCE OF 78.99 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 800.00 FEET AND A CENTRAL ANGLE OF 14°39'40"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 204.71 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 1746827 SQUARE FEET, 40.102 ACRES MORE OR LESS.



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SKETCH AND DESCRIPTION
FOR UTILITY SERVICE AREA

EXHIBIT B
SPECIAL CONDITIONS

for

Hunter's Ridge D.R.I. (Flagler County)

1. Conditions for Utility Connections

a. Water Distribution and Wastewater Collection Systems – On site

- i. The Developer or CDD has provided to City's Site Plan Review Committee for review and recommendation to the city commission a Water and Sanitary Sewer Master Utility Plan (Master Plan) depicting the conceptual layout of all water distribution and sewer collection systems components and pipe sizes to include lift station locations for the Hunter's Ridge DRI (Flagler County) Service Area. Engineering computations shall be provided to illustrate appropriate capabilities of proposed water and wastewater facility components for meeting applicable design and performance standards.
- ii. The Developer or CDD shall provide for review and approval, water and wastewater systems plans prepared by a Professional Engineer licensed by the State of Florida. All water and wastewater systems shall be designed in conformance with City's Standard Details and Specifications, City Land Development Code and pertinent regulatory agency (FDEP, FDOH) requirements. The Developer or CDD shall also be required to provide proposed water distribution system sized for meeting minimum requirements for domestic and fire flow demands and pressures as described by the City or Flagler County Land Development Codes and ordinances, whichever more stringent. The Developer's or CDD's engineer shall supply hydraulic calculations from the site to the downstream service sanitary sewer lift station(s) to assure that pumps have been designed and selected to perform at optimum efficiency. The

Developer or CDD shall prepare all necessary applications required by City and Regulatory Agencies and make payment for all required permits and fees and for the proposed water and wastewater systems and prior to construction. Water and wastewater systems plans shall be submitted to the City's Site Plan Review Committee for review and approval.

- iii. The Developer or CDD shall construct Project water distribution and wastewater collection systems in accordance with Plans approved by the City's Site Plan Review Committee. The Developer or CDD shall insure all water and wastewater systems are installed by an Underground Utility Contractor licensed by the State of Florida. The Developer or CDD shall be responsible for insuring pertinent inspections and tests are scheduled and performed with appropriate City inspector oversight.
- iv. The Developer or CDD shall provide all necessary main extensions for enabling connection to existing City owned utilities systems. The water and wastewater utilities system shall include any easements through Developer's or CDD's property deemed necessary by the City, in its sole discretion as provided herein. It is generally understood that the utility system improvements will be located within public roadway rights-of-way dedicated to Flagler County or the CDD. Where utility system improvements lie within public rights-of-way dedicated to others, the Developer or CDD shall also dedicate appropriate utility easements to the City for ownership, operation and maintenance of the utilities improvements. Where utility system improvements do not lie within dedicated public rights-of-way, the Developer or CDD shall dedicate a utility easement to the City having a minimum width of 15 feet to accommodate ownership, construction and maintenance activities. Upon completion of the installation of said improvements, the Developer or CDD shall convey to the City all water transmission and distribution and wastewater collection system improvements by bill of sale and other

instruments outlined in the Standard Utility Service and Conveyance Agreement. After said conveyances, the City shall be responsible for the operation, maintenance, repair and replacement of said improvements. The City hereby grants the Developer and CDD the right to connect said improvements to the City's existing water and wastewater systems.

- v. The Developer or CDD shall correct at its sole expense any deficiencies and substandard components found, if any, in the water distribution and wastewater collection systems constructed in Hunter's Ridge Development. Existing city development standards for water and sewer systems shall be the basis of determining deficiencies and substandard devices.
- vi. The Developer or CDD shall pay all required water and wastewater impact fees to the City prior to Developer or CDD application for building permit from Flagler County within the Hunter's Ridge project area. Upon receipt of payment of all necessary utility impact fees, the City shall provide the Developer or CDD with a receipt of impact fees paid for Developer use when applying for building permits in Flagler County.
- vii. The Developer shall ensure that all water distribution and wastewater collection systems constructed within the Service Area shall be certified by a Professional Engineer licensed by the State of Florida, found acceptable by the City and be cleared for use by the Florida Department of Environmental Protection and/ or Florida Department of Health prior to application for occupancy of any dwelling or facility within the Service Area.

2. Inspection Notification, Services and Fees.

The Developer agrees that the Ormond Beach Public Works and Planning Department Inspection staff's working hours are set forth in this agreement and shall be given 48 hours' notice prior to seeking inspection services from the City. Normal working hours are defined as Monday through Friday 7:30 AM to 4:30 PM. Site utility work and

testing outside of the normal working hours will constitute an "Overtime Rate," which will be reimbursed to the City. The Overtime Rate will be calculated by the City on a time and half basis plus all overhead fees. Should utility work or testing be conducted on City scheduled holidays, the Sub-Developer will be responsible to reimburse on a double time and a half rate plus all overhead fees. The City will invoice for such fees and payment must be made within a two-week period.

FCC RD

EXHIBIT C
HUNTER'S RIDGE MASTER UTILITY PLAN
SECTION IV: DEVELOPMENT PLAN BY CONSTRUCTION SEGMENTS

FCC RD

IV. DEVELOPMENT PLAN BY CONSTRUCTION SEGMENT

A. Purpose

The Developer has prepared the "Hunter's Ridge Utility Master Plan" (Master Plan) to identify the major utility infrastructure improvements required to serve the Hunter's Ridge Development. The water demand and wastewater flow is estimated based on the "Master Development Plan," referenced as Map H from the "Hunter's Ridge DRI." Map H delineates the phases of the DRI, while the construction segments will provide the proposed construction sequence and timing of necessary offsite water and sewer system extensions and upgrades.

The purpose of this "Development Plan by Construction Segment" is to relate the segments of development within the proposed Hunter's Ridge project to the implementation of necessary utility infrastructure components. The construction schedule presented below is supported by the modeling reports by QLH, described in detail within the Section II of the Master Plan. 'Figure 5: Development Plan by Construction Segment: Potable Water' and 'Figure 7 Development Plan by Construction Segment: Wastewater' show the bounds of these models. 'Table 7: Total Development Units & Square Footage for Segments I – VI' shows the construction segments with the proposed developments associated with each segment.

Table 7: Total Development Units & Square Footage for Segments I – VI

SEGMENT	Residential (Units)	Mixed Use (SF)	Commercial (SF)
Segment I	113	50908	67716
Segment II	76	20352	0
Segment III	175	213983	0
Segment IV	160	0	0
Segment V	0	0	0
Segment VI	0	0	0
TOTAL	524	285243	67716
PW ERUs**	524	190	45
WW ERUs*	524	153	36

*It is important to note that WW ERUs have been calculated based on demand (0.15*SF). However, in the modeled simulation, the scenarios have been run for liftstation demands, using the pumps assumed for the design of the liftstation. Therefore, the demands used to model the correct operation of the system in partial buildout have actually accounted for more than the demands shown in this table

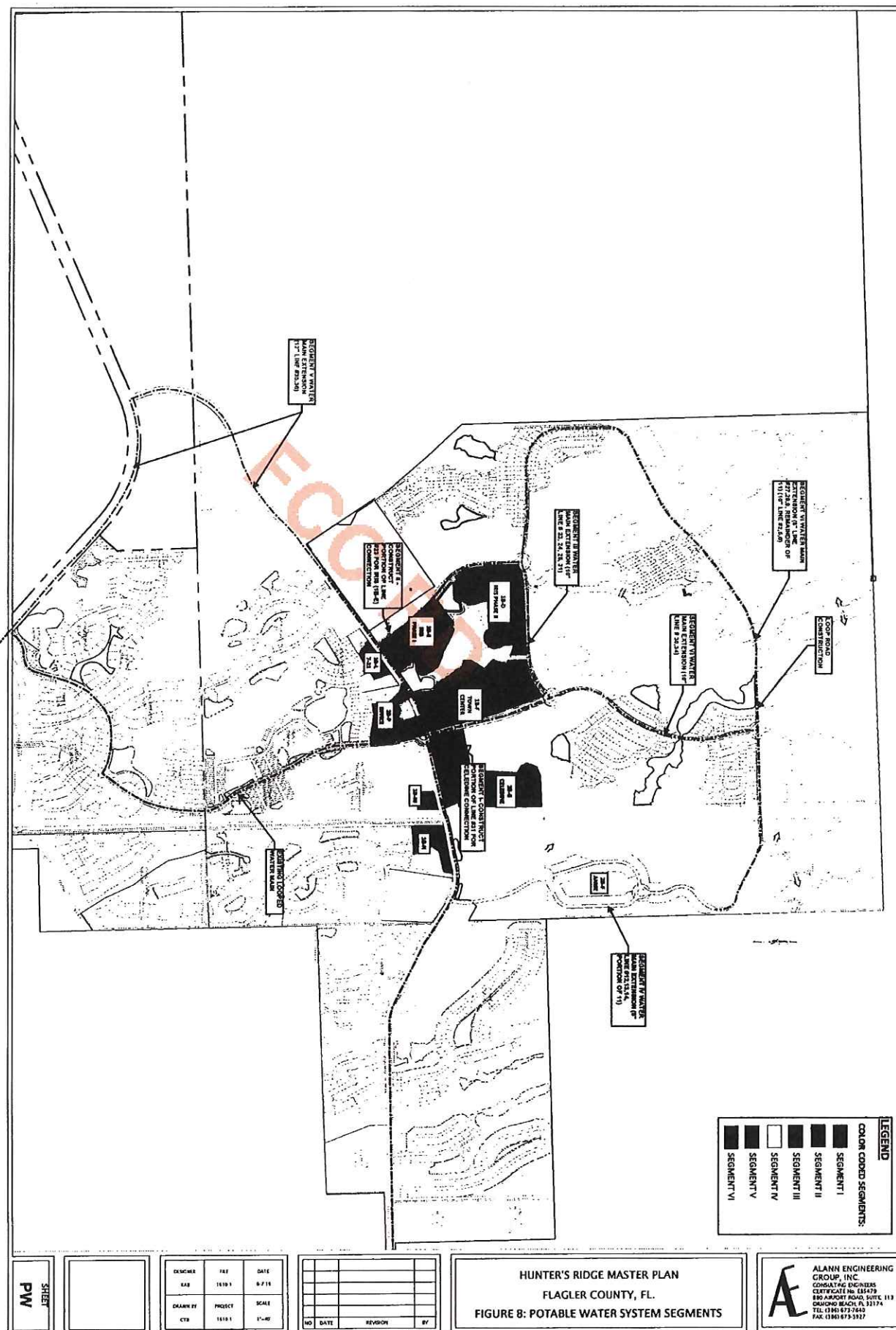
** The potable water demands simulated in the partial build-out scenario account for all demands served at each node. For example, at 'Node 12', all demands were incorporated (half of 2B-F, and 1B-I). However, this phasing plan only requests that 2B-F come online. Therefore, the model shows the ability of the system to operate should demands even exceed those shown herein

B. Water System Requirements

There is currently a looped water system that connects from S.R. 40 at Shadow Crossings Blvd. to Hunter's Ridge Blvd. at Airport Rd. As discussed in Section II.B.4 of the Master Plan, these water mains are adequate to provide service to the initial sections of development without the need to extend off site water mains. The existing 6" main located along Hunter's Ridge Blvd. was not originally intended to provide fire protection needs for the existing Hunter's Ridge Development in the City.

As determined and outlined in the Master Plan, significant infrastructure improvements are required to provide reliable water distribution system service to "Hunter's Ridge DRI." These improvements include, but are not limited to, the extension of a 12" water main along S.R. 40 (West Granada Blvd.) from Shadow Crossings Blvd. to Airport Rd. and along Airport Rd. to the existing 12" water main at the main entrance of Huntington Green Subdivision. A looped water system is also proposed throughout the project development sections to be located within the proposed roadway system along the major loop roads.

The "Sequence of Construction Segments" identifies the proposed order of improvements as planned by the developer. Line numbers of the water mains are reflective of the designations shown on 'Figure 4: Potable Water Model' in the Master Plan. 'Figure 8: Potable Water System Segments' provides a visual depiction of the segments.



C. Wastewater System Requirements

As determined and outlined in the Master Plan, major infrastructure improvements are required for the sanitary sewer system to serve Hunter's Ridge. These improvements include but are not limited to the installation of a new 6" force main along Hunter's Ridge Blvd. to Airport Rd., re-routing the discharge from the existing lift station on Hunter's Ridge Blvd along this new line, and the extension of 8" and 12" force mains along Airport Rd. from Hunter's Ridge Blvd. east to Leeway Trail. The improvements will also include a master force main system and lift stations throughout the project along the major loop roads.

The "Sequence of Construction Segments" identifies the proposed order of improvements as planned by the developer. Lift station numbers and force main line numbers are reflective of the designations shown on 'Figure 6: Wastewater Model' in the Master Plan. 'Figure 9: Wastewater Collection System Segments' provides a visual depiction of the segments. Section II.C.4 of the Master Plan shows the sensitivity study which was used to support this sequence.

FCC RD

Sequence of Construction Segments Water and Wastewater Combined Improvements

Segment I

- a) Lift Station (LS) # 6
- b) 6" Force Main (FM) line # 8 (LS # 2 to Roundabout)
- c) 8" FM line # 7 (Roundabout east to County Line)
- d) 12" FM line # 22 (County Line to Leeway Trail)
- e) Plat - 14 Units (1B-M – Refers to Phase 1B, cluster M from Map H of the DRI)
- f) Site Plan - Industrial (1B-N)
- g) Site Plan - Office (1B-P)
- h) Plat - Celedine (1B-G)

Segment II

- a) Plat - Iris - Phase I (1B-E)
- b) LS # 5⁴⁰
- c) 6" FM line # 12 (LS #5 to Roundabout)
- d) Site Plan - 7-11 (1B-L)

Segment III

- a) Plat - Iris Subdivision - Phase II (1B-D)
- b) 10" Water Main (WM) Line # 23, 25, 31, 24
- c) 6" FM line # 14 & 13
- d) LS # 14
- e) Site Plan - Commercial (1B-F)

Regional Lift Station

Regional Lift Station (LS # 15) begin design and construction process

Segment IV

- a) Plat – Anise Subdivision (2B-F)
- b) 8" FM line # 6
- c) LS # 7
- d) 8" WM line # 12,13,14, portions of # 11 (as shown)

Segment V

- a) 12" WM line # 35,36 (Shadow Crossings to Airport Road and along Airport Road to the existing 12" line at entrance of Huntington Green) to be constructed prior to any construction beyond Segment IV.
- b) FM Line # 21
- c) LS # 15 (Regional Lift Station) is to be operational prior to any further construction beyond Segment IV.

Segment VI

- a) Loop Road to be constructed prior to any further construction beyond Segment IV.
- b) 8" WM # 9, remainder of # 11, 27, 29
- c) 10" WM # 2, 5, 6, 30, 34
- d) 8" FM lines (with Loop Road) # 3, 4, 5, 20
- e) 6" FM line (with Loop Road) # 2

⁴⁰ It is to be noted that LS 5 in this initial state excludes flows from 1B-B, the proposed school. This development will not occur until after this plan is complete.

EXHIBIT D
ACCESS, MAINTENANCE AND UTILITY EASEMENT

FCC RD

This Instrument Prepared By:
Kim C. Booker, Attorney at Law
Booker & Associates, P.A.
1019 Town Center Drive, Suite 201
Orange City, Florida 32763

Flagler County Parcel ID #:

ACCESS, MAINTENANCE AND UTILITY EASEMENT

THIS ACCESS, MAINTENANCE AND UTILITY EASEMENT (the "Easement Agreement") is made this 7 day of November 2017, by US Capital Alliance, LLC, a Florida limited liability company having a mailing address of is 880 Airport Road, Suite 113, Ormond Beach, Florida 32174 ("Grantor") and the **CITY OF ORMOND BEACH**, a Florida municipal corporation whose address is 22 S. Beach Street, Ormond Beach, Volusia County, Florida 32174 ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner in fee of that real property to be known as "Celedine at Hunter's Ridge" a portion of the Hunter's Ridge Development of Regional Impact, located in Flagler County, Florida and legally described on Exhibit "A," attached hereto and incorporated herein (the "Property"); and

WHEREAS, Grantor is developing the Property subject to the authority of the County of Flagler; and

WHEREAS, Grantor is permitted to initiate certain improvements on the Property prior to the recording of a plat, including a lift station described on Exhibit "B"; and

WHEREAS, the Property is within Grantee's utility service area and Grantee is therefore the provider of potable water and sewer services to the Property; and

WHEREAS, Grantee has requested and Grantor has agreed to grant and convey to the Grantee a non-exclusive perpetual access, maintenance and utility easement over a portion of the Property more particularly described and depicted on Exhibit "B" and Exhibit "C" attached hereto and incorporated herein (the "Easement Area").

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) in hand paid, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. The above recitals are true and correct, form a material part of this Easement Agreement and are incorporated herein by reference.

Section 2. Grantor hereby gives, grants, bargains, sells and conveys to the Grantee, its successors and assigns, a non-exclusive perpetual access, maintenance and utility easement over, up on, beneath and across the Easement Area in order to utilize the Easement Area for the provision of potable water and sewer services to the Property and other areas as may be serviced at a later date. This includes the right of installation, maintenance and repair or modification of any and all necessary facilities or equipment related thereto including the lift station described on Exhibit "B." This Easement Agreement is subject to the terms, conditions and limitations set forth herein.

Section 3. Grantor hereby warrants and guarantees to the Grantee that the Grantor has fee title to the Easement Area, subject to easements, reservations, restrictions and right-of-way record, if any, and that the Grantor has the full power and authority to grant this easement as to the Easement Area.

Section 4. Grantee's use of the Easement Area shall be subject to the terms, conditions and limitations of all permits and approvals issued by governmental entities having jurisdiction over the improvements to be constructed in the Easement Area.

Section 5. This Easement is non-exclusive, and the Grantor reserves to itself, its successors and assigns, the non-exclusive right to use the Easement Area. Each party shall use the rights granted and reserved by this Easement Agreement with due regard to the rights of the other parties to use and enjoy the Easement Area.

Section 6. To the extent of the waiver of sovereign immunity limits provided by Section 768.28(5), Florida Statutes, Grantee agrees to indemnify and hold harmless the Grantor from and against any and all claims, actions, causes of action, loss, damage, injury, liability, cost or expense, including without limitation attorneys' fees and paralegal fees (whether incurred before, during or after trial, or upon any appellate level), arising from the Grantee's use of the Easement Area or from the exercise by the Grantee of any rights granted by this Agreement.

Section 7. This Easement Agreement shall be binding upon and inure to the benefit of the parties specified herein, their respective legal representatives, successors and assigns,

and the benefits and burdens hereof shall run with the Easement Area.

Section 8. This Easement Agreement may be modified or amended only upon the mutual written consent of the Grantor and the Grantee, or their respective express successors and assigns.

Section 9. Grantee shall notify Grantor in writing three (3) days prior to the commencement of any work within the Easement Area and shall obtain Grantor's consent prior to the commencement of such work. Grantee shall not be required to provide Grantor with advance notice in the case of emergency repairs. However, Grantee shall immediately notify Grantor of said emergency repairs, the reason for said emergency repairs, and the expected time to complete said emergency repairs.

Section 10. If Grantee initiates work within the Easement Area, Grantee shall keep its work site in a good condition and appearance for the duration of the work. Upon completion of any improvements within the Easement Area, the Easement Area shall be restored by the Grantee to its pre-work appearance and condition.

Section 11. As this Easement Agreement deals with property in Flagler County, Grantor shall record this Easement Agreement, upon execution, in the Public Records of Flagler County, Florida.

Section 12. Grantee represents and warrants that the parties executing this Easement Agreement on Grantee's behalf are duly authorized to execute and deliver this Agreement on its behalf, that this Easement Agreement is binding upon Grantee in accordance with its terms, and that the approval of no other parties is required. Grantor represents and warrants that the individuals executing this Easement Agreement on Grantor's behalf is duly authorized to execute and deliver this Agreement on its behalf, that the Easement Agreement is binding upon Grantor in accordance with its terms, and that the approval of no other parties is required.

Section 13. Any notice or communication required or permitted by this Easement Agreement must be provided in writing. Such notice will be deemed validly given for all purposes when deposited in registered or certified U.S. mail, return receipt requested, or overnight delivery service, addressed to the party for whom such notice is intended, at the address given for such

party as follows or at such other address as each party may designate:

To Grantee: CITY OF ORMOND BEACH

Attn: City Manager
22 South Beach Street
Ormond Beach, Florida 32174

To Grantor: US Capital Alliance, LLC

Attn: Manager
880 Airport Road, Suite 113
Ormond Beach, Florida 32174

Section 14. Counterparts. The parties hereto acknowledge and agree that: a) this Easement Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute one and the same instrument, and that executed counterpart originals shall be satisfactory for purposes of enforcing this Agreement.

Section 15. Binding Agreement. This Easement Agreement shall be binding upon and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed as of the day and year first set forth above.

Signed, sealed and delivered in the presence of:

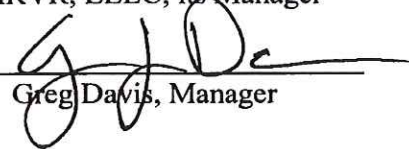
WITNESSES:

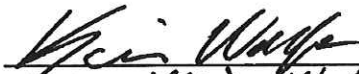
"GRANTOR"

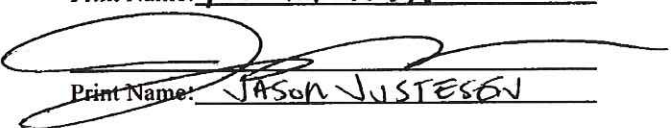
US Capital Alliance, LLC
a Florida limited liability company

By: HRVR Manager, LLC, its
Manager,

By: HRVR, LLLC, its Manager

By: 
Greg Davis, Manager


Print Name: Kevin Wolfe


Print Name: JASON JUSTESON

STATE OF ~~FLORIDA~~ ARIZONA
COUNTY OF MARICOPA



The foregoing instrument was acknowledged before me on this 20th day of NOVEMBER 2017, by Greg Davis, as Manager of HRVR, LLC, HRVR Manager LLC and US Capital Alliance, LLC, a Florida limited liability company, who is personally known to me or has produced LICENSE as identification.

[Signature]
Notary Public State of Florida ARIZONA

IN WITNESS WHEREOF, Grantee has caused this Agreement to be executed as of the day and year first set forth above.

Signed, sealed and delivered in the presence of:

WITNESSES:

"GRANTEE"

CITY OF ORMOND
a Florida municipal corporation

By: Bill Partington
Bill Partington
Mayor

[Signature]
Print Name: Shanahan

J. Scott McKee
Print Name: J. Scott McKee

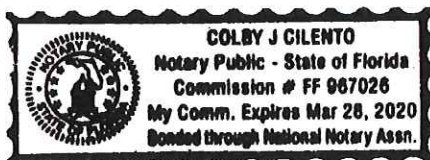
[Signature]
Print Name: Shanahan

J. Scott McKee
Print Name: J. Scott McKee

By: Joyce A. Shanahan
Joyce A. Shanahan
City Manager

STATE OF ~~FLORIDA~~ ARIZONA
COUNTY OF MARICOPA

The foregoing instrument was acknowledged before me on this 7 day of NOVEMBER 2017, by Bill Partington and Joyce A. Shanahan, the Mayor and City Manager, respectively, of the City of Ormond Beach, a Florida municipal corporation, who are personally known to me.



[Signature]
Notary Public State of Florida

**ASSIGNMENT OF HUNTER'S RIDGE OAKS COMMUNITY
DEVELOPMENT DISTRICT NO.1**

THIS ASSIGNMENT is entered into this 6 day of May 2022, by and between HUNTER'S RIDGE OAKS COMMUNITY DEVELOPMENT DISTRICT NO. 1 (hereinafter referred to as "Assignor") and HUNTER'S RIDGE HOMEOWNERS ASSOCIATION OF EAST FLORIDA, INC., a Florida not for profit corporation (hereinafter referred to as "Assignee").

WHEREAS, Ordinance 2016-07 ("Ordinance") was adopted by the County of Flagler pursuant to Chapter 190, Florida Statutes establishing the Hunter's Ridge Oaks Community Development District No. 1 ("CDD") for approximately 980 acres of undeveloped land within the Hunter's Ridge Development of Regional Impact recorded in Official Records Book 2191, Page 1731, in the Public Records of Flagler County, Florida; desires to assign all of its maintenance obligations for Airport Road Extension, stormwater facilities and utilities, if any, under Ordinance 2016-07 ("Ordinance"),

WHEREAS, the Assignor has filed a petition to dissolve the CDD with the County of Flagler based upon the desire of the developer to fund the maintenance obligations through the Association which has the immediate ability to impose assessments and the CDD has never been funded and no activity has incurred within the CDD;

WHEREAS, pursuant to Fla. Stat. 190.046, the Assignor is entitled to dissolve the CDD which currently has no funds, no unpaid obligations and all responsibilities are to be conveyed to the master homeowner's association;

WHEREAS, the project is subject to the Development of Regional Impact Order, recorded in Official Records Book 1803, Page 648, Public Records of Flagler County, Florida, and as amended by Resolution No. 2021-66, recorded on November 24, 2021, in official Records Book 2631, Page 556, Public Records of Flagler County, Florida, and as amended from time to time ("Hunter's Ridge DRI");

WHEREAS, the Assignee as the master association for the Hunter's Ridge DRI has assumed the obligations for all common areas including Airport Road Extension as recorded in Map Book 38, page 55, Public Records of Flagler County, Florida ("Airport Road Extension");

WHEREAS the Master Developer for Hunter's Ridge DRI entered into an Retail Water and Wasterwater Service Agreement for Hunter's Ridge recorded on December 10, 2009 in Official Records Book 1748, Page 696, Public Records of Flagler County, Florida ("Retail Agreement") which requires the conveyance of all utilities to the City of Ormond upon completion and which allows the Assignor to assign its obligation subject to the consent of the City of Ormond, which consent may not be unreasonably withheld;

WHEREAS, the Assignor entered into that certain Interlocal Agreement dated December 19, 2016 ("County Agreement") with the County of Flagler which it desires to assign the obligations thereunder to Assignee.

WHEREAS the Assignor entered into a Retail Water and Wastewater Service Agreement for Hunter's Ridge Development dated November 7, 2017 and recorded in Official Records Book 7483, Page 2457, Public Records of Volusia County, Florida ("Ormond Interlocal Agreement"); and

WHEREAS, Assignor desires to assign all of the maintenance obligations of the CDD under the Flagler Interlocal Agreement, Ormond Interlocal Agreement, Retail Agreement and Plat to the Association as permitted by the Hunter's Ridge DRI; and

WHEREAS, Assignee is agreeable to such assignment;

NOW THEREFORE in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignors hereby assign to Assignee, and Assignee hereby accepts from Assignors, all of Assignors' maintenance obligations under the CDD Ordinance, Retail

Agreement, Plat, Flagler Interlocal Agreement and Ormond Interlocal Agreement and Assignee hereby consents and agrees to such assignment.

2. Assignee agrees to meet all obligations of Assignors under the CDD Ordinance, Retail Agreement, Plat, Flagler Interlocal Agreement and Ormond Interlocal Agreement, commencing as of the date of the execution hereof.

3. All other terms and conditions of the CDD Ordinance, Retail Agreement, Plat, Flagler Interlocal Agreement and Ormond Interlocal Agreement shall continue in full force and effect as to the Assignee.

IN WITNESS WHEREOF the parties have executed this Assignment on the date above first written.

WITNESSES:

Dusty L. Buck
Print Name: DUSTY L. BUCK
Cole T. Buck
Print Name: COLE T. BUCK

ASSIGNORS:

**HUNTER'S RIDGE OAKS COMMUNITY
DEVELOPMENT DISTRICT No. 1**

By: Kimberly Buck
Kimberly Buck, Chairman

ASSIGNEE:

**HUNTER'S RIDGE HOMEOWNERS ASSOCIATION
OF EAST FLORIDA, INC.,
a Florida not for profit corporation**

Mary Helen R. Murphy
Print Name: Mary Helen R. Murphy
Julia R. Fudge
Print Name: Julia R. Fudge

By: Wayne Griffin
Wayne Griffin, President

CONSENT

County of Flagler

By: _____
Its: _____
Date: _____

City of Ormond

By: _____
Its: _____
Date: _____

Mary Murphy

From: Kim Booker
Sent: Saturday, May 14, 2022 9:12 AM
To: 'Hayes, Randy'; 'Sean S. Moylan'; 'Al Hadeed'; 'Adam Mengel, AICP, LEED AP BD+C'; 'Shanahan, Joyce'; 'Whitley, Claire'; 'Finley, Shawn'; 'Spraker, Steven'; 'Noah McKinnon'
Cc: 'Dauderis, Susan'; 'Ritz, Cassidi'; 'Glen Fishman'; 'Jake Beren'; 'Kimberly A. Buck'
Subject: RE: Petition to dissolve Hunter's Ridge Oaks Community Development District No. 1
Attachments: Letter to City Response May 13, 2022.pdf

To All,

I am resending my email because it appears the attachment in my prior email was blank. Please see attached correspondence. The Retail Agreement provides that either the "Developer or CDD" shall perform all obligations and the Developer is not changing and the CDD will no longer exist, therefore it is my opinion that no assignment is necessary as to the Retail Agreement. The Developer will continue to be responsible for the master utility plan under the Retail Agreement as it is a party to said Agreement. Accordingly, a condition of an assignment would be unnecessary.

Kim C. Booker, Attorney at Law
Booker & Associates, P.A.
1019 Town Center Drive, Suite 201
Orange City, Florida 32763
Telephone (386) 774-6552
Fax (386) 774 -5997

This communication is intended to be a confidential and privileged communication protected by attorney client privilege. If you are the unintended recipient of this communication, please notify my office immediately at 386 774 6552. Due to increased risk of fraud, please confirm any and all wiring instructions before sending any wires to our office.

From: Hayes, Randy <Randy.Hayes@ormondbeach.org>
Sent: Friday, May 13, 2022 2:21 PM
To: Sean S. Moylan <smoylan@flaglercounty.gov>; Al Hadeed <ahadeed@flaglercounty.gov>; 'Adam Mengel, AICP, LEED AP BD+C' <amengel@flaglercounty.gov>; Shanahan, Joyce <Joyce.Shanahan@ormondbeach.org>; Whitley, Claire <Claire.Whitley@ormondbeach.org>; Finley, Shawn <Shawn.Finley@ormondbeach.org>; Spraker, Steven <Steven.Spraker@ormondbeach.org>; 'Noah McKinnon' <nmckinnon@mckinnonandmckinnonpa.com>; Kim Booker <kbooker@bookerandassoc.com>
Cc: Dauderis, Susan <Susan.Dauderis@ormondbeach.org>; Ritz, Cassidi <Cassidi.Ritz@ormondbeach.org>
Subject: Petition to dissolve Hunter's Ridge Oaks Community Development District No. 1

Good afternoon Sean,

Thank you very much for the opportunity to review the petition to dissolve Hunter's Ridge Oaks Community Development District No. 1. I received this afternoon correspondence from Ms. Booker, including an assignment of the District's maintenance obligations to Hunter's Ridge Homeowner's Association of East Florida, Inc., and requesting the city's consent to the assignment. My comments regarding the petition and Ms. Booker's correspondence is attached. In the event the Flagler County Board of County Commissioners should approve the petition to dissolve the CDD, it would be appropriate that the grant of approval be subject to Ms. Booker's clients obtaining consent from the Ormond Beach city commission.

Thank you very much.

Randy

Randal A. Hayes, Esq.

CITY ATTORNEY

22 South Beach Street

Ormond Beach, FL 32175

(386) 676-3217

Randy.Hayes@ormondbeach.org

Notice: Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

From: Hayes, Randy <Randy.Hayes@ormondbeach.org>

Sent: Monday, May 16, 2022 5:16 PM

To: Kim Booker <kbooker@bookerandassoc.com>

Cc: Glen Fishman <gfishman@assetrestructuring.com>; Jake Beren <jberen@huntersridgefl.com>; Sean S. Moylan <smoylan@flaglercounty.gov>; Al Hadeed <ahadeed@flaglercounty.gov>; Adam Mengel, AICP, LEED AP BD+C <amengel@flaglercounty.gov>; Shanahan, Joyce <Joyce.Shanahan@ormondbeach.org>; Whitley, Claire <Claire.Whitley@ormondbeach.org>; Finley, Shawn <Shawn.Finley@ormondbeach.org>; Spraker, Steven <Steven.Spraker@ormondbeach.org>; Noah McKinnon <nmckinnon@mckinnonandmckinnonpa.com>; Dauderis, Susan <Susan.Dauderis@ormondbeach.org>; Ritz, Cassidi <Cassidi.Ritz@ormondbeach.org>; Kimberly A. Buck <kim.buck@ae-group.com>

Subject: RE: Petition to dissolve Hunter's Ridge Oaks Community Development District No. 1

Ms. Booker,

You are aware that your clients, U.S. Capital Alliance, LLC and Hunter's Ridge Oaks Community Development District No. 1 (District or CDD) are parties to a Retail Water and Wastewater Agreement (Agreement) with the city. Regarding the reasons for the tardiness of your request as stated in your May 13 letter, I will simply remind that you are well aware these matters require the exercise of legislative powers by the city commission and consent cannot be provided at a staff level. The Petition for Dissolution of the CDD, and accompanying information, raises several issues that must be clarified in order to determine the measures that must be taken in order to present the matter to the city commission for its consideration.

First, the Petition to dissolve District identifies an entity other than U.S. Capital Alliance, LLC as being the "New Developer." Paragraph 1 of the Petition provides, "The original developer for the project within the District was US CAPITAL ALLIANCE, LLC., but recently HUNTER'S RIDGE ACQUISITION AND DEVELOPMENT, LLC ("**New Developer**") acquired all of the lands within the District." If this is a true representation, the transfer, sale or acquisition was made without notice to the city and without obtaining the prior written consent of the city to either amend the Agreement or substitute Hunter's Ridge Acquisition and Development, LLC as the "New Developer" to the Agreement.

Secondly, the Dissolution Agreement (Exhibit "B") and the Consent to Dissolution (Exhibit "E") to the Petition identifies U.S. Capital Alliance, LLC as the "New Developer" contrary to the statement in the Petition. The Consent to Dissolution indicates that U.S. Capital Alliance, LLC "is the owner of 100% of the lands within the District". The Plan of Dissolution provides that "All agreements, and other items not specifically identified herein shall expire and be void upon the termination of the District, including any and all rights and obligations of the District under such agreements and other items not otherwise previously assigned, transferred, or terminated." The Agreement is not listed anywhere in the Petition or the Plan of Dissolution. The failure to list the Agreement raises an issue regarding U.S. Capital Alliance, LLC's intention regarding the Agreement, including an inference that the Agreement might somehow be void because it is not included as responsibility of the CDD that U.S Capital Alliance, LLC intended to assume. As you, know, U.S Capital Alliance, LLC remains responsible as a party to the Agreement.

Further, an email date April 21, 2022 from the Flagler County Growth Management Director to the Ormond Beach City Planner states, "Kim Booker said that the CDD is not preferred by KB Homes (I think that is who is coming in) and they [KB Homes] wanted to dissolve the CDD and form an HOA to take over the CDD's responsibilities." If this statement is correct, it raises a question as to whether KB Homes has

acquired the interest of U.S. Capital Alliance, LLC to all or some portion of the lands in the DRI service area, including the degree of control that KB Homes has over the development of such lands in light of the representation that KB Homes is the entity that is driving the petition to dissolve the CDD. If these circumstances are correct, it raises a question as to whether U.S. Capital Alliance, LLC has sold, transferred, assigned or conveyed its responsibilities under the Agreement without the prior written consent of the city.

The apparent conflicting information raises several issues that must be resolved, including what entity is the developer or "New Developer" that is or should be a responsible party under the Agreement – is it U.S. Capital Alliance, LLC or Hunter's Ridge Acquisition and Development, LLC or KB Homes?

Regards,

Randal A. Hayes, Esq.

CITY ATTORNEY

22 South Beach Street

Ormond Beach, FL 32175

(386) 676-3217

Randy.Hayes@ormondbeach.org

From: Hayes, Randy <Randy.Hayes@ormondbeach.org>

Sent: Monday, May 16, 2022 9:43 AM

To: Kim Booker <kbooker@bookerandassoc.com>

Cc: Glen Fishman <gfishman@assetrestructuring.com>; Jake Beren <jberen@huntersridgefl.com>; Sean S. Moylan <smoylan@flaglercounty.gov>; Al Hadeed <ahadeed@flaglercounty.gov>; Adam Mengel, AICP, LEED AP BD+C <amengel@flaglercounty.gov>; Shanahan, Joyce <Joyce.Shanahan@ormondbeach.org>; Whitley, Claire <Claire.Whitley@ormondbeach.org>; Finley, Shawn <Shawn.Finley@ormondbeach.org>; Spraker, Steven <Steven.Spraker@ormondbeach.org>; Noah McKinnon <nmckinnon@mckinnonandmckinnonpa.com>; Dauderis, Susan <Susan.Dauderis@ormondbeach.org>; Ritz, Cassidi <Cassidi.Ritz@ormondbeach.org>; Kimberly A. Buck <kim.buck@ae-group.com>

Subject: Re: Petition to dissolve Hunter's Ridge Oaks Community Development District No. 1

Ms. Booker,

We do not "designate" meeting dates. You and your client will need to comply with the city's agenda process requirements. I will provide more information regarding the city's requirements and upcoming meeting dates when I return to the office.

Regards

Sent from my iPad

On May 16, 2022, at 8:54 AM, Kim Booker <kbooker@bookerandassoc.com> wrote:

[External Email-Use Caution] - OB/IT Helpdesk

Please provide me with the date for the hearing on this matter to reaffirm the Developer's obligations under the existing agreement.

Kim C. Booker, Attorney at Law
Booker & Associates, P.A.
1019 Town Center Drive, Suite 201
Orange City, Florida 32763
Telephone (386) 774-6552
Fax (386) 774 -5997

This communication is intended to be a confidential and privileged communication protected by attorney client privilege. If you are the unintended recipient of this communication, please notify my office immediately at 386 774 6552. Due to increased risk of fraud, please confirm any and all wiring instructions before sending any wires to our office.

From: Hayes, Randy <Randy.Hayes@ormondbeach.org>

Sent: Monday, May 16, 2022 8:37 AM

To: Kim Booker <kbooker@bookerandassoc.com>

Cc: Sean S. Moylan <smoylan@flaglercounty.gov>; Al Hadeed <ahadeed@flaglercounty.gov>; Adam Mengel, AICP, LEED AP BD+C <amengel@flaglercounty.gov>; Shanahan, Joyce <Joyce.Shanahan@ormondbeach.org>; Whitley, Claire <Claire.Whitley@ormondbeach.org>; Finley, Shawn <Shawn.Finley@ormondbeach.org>; Spraker, Steven <Steven.Spraker@ormondbeach.org>; Noah McKinnon <nmckinnon@mckinnonandmckinnonpa.com>; Dauderis, Susan <Susan.Dauderis@ormondbeach.org>; Ritz, Cassidi <Cassidi.Ritz@ormondbeach.org>; Glen Fishman <gfishman@assetrestructuring.com>; Jake Beren <jberen@huntersridgefl.com>; Kimberly A. Buck <kim.buck@ae-group.com>

Subject: Re: Petition to dissolve Hunter's Ridge Oaks Community Development District No. 1

Ms. Booker,

The dissolution of the CDD results in a de facto change or amendment to the agreement, without the city's prior written consent, as required by the agreement. Additionally, the agreement provides that covenants in the agreement would continue to apply equally to the CDD, beyond a dissolution of the CDD. At a minimum, an amendment to the agreement must be made to reflect the change, consistent with the city's custom and practice.

Frankly, this matter could have been resolved weeks or months ago had you and your client complied with the contractually obligation to notify the city about the change and obtained its prior written consent.

As the official responsible for providing legal opinions on behalf of the city, my opinion stands.

Regards,

Randy Hayes
City Attorney

BOOKER & ASSOCIATES, P.A.
ATTORNEYS AT LAW

KIM C. BOOKER
kbooker@bookerandassoc.com

1019 TOWN CENTER DRIVE, SUITE 201
ORANGE CITY, FLORIDA 32763
PHONE (386) 774-6552
FAX (386) 774-5997

Sent via Email: randy.hayes@ormondbeach.org

May 19, 2022

Randal A. Hayes, City Attorney
City of Ormond Beach
22 South Beach Street
Ormond Beach, Florida 32174

Re: Response to Letter dated May 16, 2022

In response to your questions in the correspondence sent on May 16, 2022, I wanted to clarify certain facts. First, US Capital Alliance is a Florida limited liability company. A limited liability company issues membership interest through an Operating Agreement similar to a corporation that issues stock. The membership interest of US Capital Alliance, LLC. was purchased by Hunter's Ridge Acquisition & Development, LLC. ("HRAD"), a Delaware limited liability company on April 15, 2021. The Company known as HRAD is the sole member and manager of US Capital Alliance, LLC., which is the master developer of Hunter's Ridge DRI and the owner of the undeveloped portions of the Hunter's Ridge DRI. On or about November 7, 2017, the City of Ormond and the Developer, US Capital Alliance, LLC. entered into a Retail Water and Wastewater Agreement ("Retail Agreement") establishing the service area for the City of Ormond to include the **entire Hunter's Ridge DRI** which consist of approximately 1889 acres. The Hunter's Ridge Oaks No. 1 CDD, was also incorporated as party because it encumbered a smaller portion of the development consisting of **only 964 acres** and it was anticipated that the CDD may be utilized sometime in the future to finance the construction of some of the infrastructure. However, no bonds were ever issued and the CDD has remained inactive.

The master Developer, US Capital Alliance, LLC. continues to own all of the undeveloped land in the Hunter's Ridge DRI as well as retain all of the development rights under the DRI. This information is easily verified online at the Florida Secretary of State website at sunbiz.org and the Flagler County property appraiser's website. Furthermore, the Retail Agreement inures or follows the title to the land when it is conveyed by the Developer, which is also anticipated at the time of the Agreement. As land is sold to builders, the real property is transferred subject to the Retail Agreement. However, the Developer is responsible for the design, construction, permitting and conveyance of the utilities to the City upon completion under the Retail Agreement. As each parcel or subdivision is developed, a utilities plan for that subdivision is submitted to the City. The City approves and issues a permit for each utility plan for each subdivision. Upon completion and acceptance by the City of the newly constructed utilities, the Developer conveys all the interest in the utilities to the City of Ormond. An easement is granted to the City and utilities are installed in the easement area adjacent to the rights of way. This process has been utilized and applied throughout the development of Hunter's Ridge DRI. There have been no changes to this process.

Furthermore, I am unaware of any involvement of KB Homes in the Flagler County portion of the development, but that does not mean that they will not become a homebuilder in the future. I believe the point being made by Adam Mengel was that the CDD exist only on paper, has never been funded and acts only as an encumbrance on the title at this juncture. As subdivisions are sold and developed, the Developer designs, constructs and conveys the utilities to the City. Whether there is a national builder purchasing lots in the development, does not release the Developer from the obligations under the Retail Agreement. The CDD is a smaller parcel consisting of only a portion of the Flagler County development; however, the service area for the City under the Retail Agreement contains all of the Hunter's Ridge DRI. The CDD is not funded, has never been funded, and has been inactive pursuant to Florida Statutes, Sections 189 and 190.045 for over five (5) years. Since the service area for the Retail Agreement exceeds the boundaries of the CDD and extends to the entire Hunter's Ridge DRI, it is reasonable to conclude that the Retail Agreement incorporated language referring to "Developer or CDD" in case the CDD was never funded and because the Retail Agreement extends beyond the boundaries of the CDD.

The Developer will continue to perform its obligations thereunder as it has done since 2017 for the entire Hunter's Ridge DRI and will as provided for in sections 5.1, 6.1 and 6.3 of the Retail Agreement. The City will continue to look to US Capital Alliance, LLC. as the master Developer under the Hunter's Ridge DRI and the Retail Agreement as to the approved master utility plan. The Agreement is not being "transferred, assigned or sold" and therefore no assignment nor consent is required by the City.

I look forward to a meeting with the City as soon as possible to discuss this matter further.

Sincerely,

Booker & Associates, P.A.



By: _____
Kim C. Booker, Attorney at Law

cc: Glen Fishman, US Capital Alliance, LLC.
Jake Beren, US Capital Alliance, LLC.
Joyce Shanahan, City Manager
Sean Finley, Public Works
Al Hadeed, County Attorney
Sean Moylan, County Attorney
Steven Spraker, Planning Director
Noah McKinnon, City Attorney

Mary Murphy

From: Hayes, Randy <Randy.Hayes@ormondbeach.org>
Sent: Thursday, May 19, 2022 5:36 PM
To: Mary Murphy
Cc: Glen Fishman; Jake Beren; smoylan@flaglercounty.gov; ahadeed@flaglercounty.gov; amengel@flaglercounty.gov; Shanahan, Joyce; Whitley, Claire; Finley, Shawn; nmckinnon@mckinnonandmckinnonpa.com; Dauderis, Susan; Dauderis, Susan; kim.buck@ae-group.com; Kim Booker
Subject: RE: Petition to dissolve Hunter's Ridge Oaks Community Development District No. 1

Ms. Booker,

The additional information provided in your May 19 letter clarifies that the retail agreement has not been assigned. The agreement with the city applies to the entire DRI service area. US Capital Alliance, LLC and Hunter's Ridge Oaks Community Development District No. 1 are parties to the agreement, without distinction. The agreement makes no distinction as to which party may or may not construct the required utilities throughout the DRI service area, nor does the agreement allocate specific territory to either party. A dissolution of the CDD will effectively result in a change to the agreement by eliminating a party to the agreement. The elimination of a party to the agreement is a significant change, and one that must be recognized and approved by the city commission. We intend to proceed accordingly on this end.

Randal A. Hayes, Esq.

CITY ATTORNEY
22 South Beach Street
Ormond Beach, FL 32175
(386) 676-3217
Randy.Hayes@ormondbeach.org

From: Mary Murphy <marymurphy@bookerandassoc.com>
Sent: Thursday, May 19, 2022 10:40 AM
To: Hayes, Randy <Randy.Hayes@ormondbeach.org>
Cc: Glen Fishman <gfishman@assetrestructuring.com>; Jake Beren <jberen@assetrestructuring.com>; smoylan@flaglercounty.gov; ahadeed@flaglercounty.gov; amengel@flaglercounty.gov; Shanahan, Joyce <Joyce.Shanahan@ormondbeach.org>; Whitley, Claire <Claire.Whitley@ormondbeach.org>; Finley, Shawn <Shawn.Finley@ormondbeach.org>; nmckinnon@mckinnonandmckinnonpa.com; Dauderis, Susan <Susan.Dauderis@ormondbeach.org>; Dauderis, Susan <Susan.Dauderis@ormondbeach.org>; kim.buck@ae-group.com; Kim Booker <kbooker@bookerandassoc.com>
Subject: FW: Petition to dissolve Hunter's Ridge Oaks Community Development District No. 1

[External Email-Use Caution] - OB/IT Helpdesk

Good morning,

Attached hereto, please find a copy of the correspondence regarding the above referenced matter.

Please do not hesitate to contact our office if you have any questions regarding this matter.

Sincerely,

Mary Murphy, Paralegal to

Kim C. Booker, Attorney at Law
Booker & Associates, P.A.
1019 Town Center Drive, Suite 201
Orange City, Florida 32763
T (386) 774-6552
F (386) 774-5997

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Mary Murphy

From: Kim Booker
Sent: Friday, July 15, 2022 5:42 PM
To: Glen Fishman; Jacob Beren; Kimberly A. Buck
Subject: Fwd: Hunter's Ridge Conservation Area Deed
Attachments: 2017 Deed 1 from US Capital Alliance to Flagler County - Bk 2203 Pg 1431.pdf; Hunters Ridge Warranty Deed (Conservation Land) - rev. to SJRWMD and City.doc; Signed Letter to Kim Booker 7-15-22.pdf

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From: Jessica Quiggle <JQuiggle@sjrwmd.com>
Sent: Friday, July 15, 2022 2:34 PM
To: Kim Booker <kbooker@bookerandassoc.com>
Cc: Hayes, Randy <Randy.Hayes@ormondbeach.org>; Karen Ferguson <KFerguson@sjrwmd.com>; Sheila Theus <STheus@sjrwmd.com>; Ritz, Cassidi <Cassidi.Ritz@ormondbeach.org>
Subject: RE: Hunter's Ridge Conservation Area Deed

Good afternoon Ms. Booker,

Attached please find the SJRWMD and the City's response to your client's proposed Deed for the DRI conservation area.

Thank you,
Jessica

Jessica Quiggle
Senior Assistant General Counsel
Office of General Counsel
St. Johns River Water Management District
P.O. Box 1429 • Palatka, FL 32178-1429
Office: (386) 329-4107 • Cell: (386) 916-4129
Email: jquiggle@sjrwmd.com
Website: www.sjrwmd.com
Connect with us: [Newsletter](#), [Facebook](#), [Twitter](#), [Instagram](#), [YouTube](#), [Pinterest](#)



www.sjrwmd.com/ePermit

From: Kim Booker <kbooker@bookerandassoc.com>
Sent: Thursday, May 26, 2022 12:03 PM
To: Thomas Mayton <TMayton@sjrwmd.com>; Jessica Quiggle <JQuiggle@sjrwmd.com>
Subject: Hunter's Ridge Conservation Area Deed

Tom and Jessica

Just following up on status of the draft of the Conservation Area Deed or whether the department just wants a conservation easement. Please advise.

Kim C. Booker, Attorney at Law
Booker & Associates, P.A.
1019 Town Center Drive, Suite 201
Orange City, Florida 32763
Telephone (386) 774-6552
Fax (386) 774 -5997

This communication is intended to be a confidential and privileged communication protected by attorney client privilege. If you are the unintended recipient of this communication, please notify my office immediately at 386 774 6552. Due to increased risk of fraud, please confirm any and all wiring instructions before sending any wires to our office.

We value your opinion. Please take a few minutes to share your comments on the service you received from the District by clicking this [link](#)

Notices

- Emails to and from the St. Johns River Water Management District are archived and, unless exempt or confidential by law, are subject to being made available to the public upon request. Users should not have an expectation of confidentiality or privacy.
- Individuals lobbying the District must be registered as lobbyists (§112.3261, Florida Statutes). Details, applicability and the registration form are available at <http://www.sjrwmd.com/lobbyist/>

Prepared By and Return To:

Kim C. Booker, Attorney at Law
Booker & Associates
1019 Town Center Drive, Suite 201
Orange City, Florida 32763

[Space Above This Line for Recording Data]

WARRANTY DEED

THIS WARRANTY DEED made this 24th day of April, 2017 between U.S. CAPITAL ALLIANCE, LLC, a Florida limited liability company, whose address is 880 Airport Road, Suite 113, Ormond Beach, Florida 32174 (the "Grantor") and to FLAGLER COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 1769 East Moody Boulevard, Bunnell, Florida 32110, in fee simply (hereafter referred to as "Grantee").

Witnesseth, that said Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantee and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Flagler County, Florida (the "Property"), to-wit:

SEE ATTACHED EXHIBIT "A"

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property; that the Grantor hereby fully warrants the title to said Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, and that the Property is free of all encumbrances, except those Permitted Exceptions shown on Exhibit "B," attached hereto and incorporated herein, provided that this reference shall not serve to reimpose same.

By Acceptance of this Warranty Deed, Grantee hereby acknowledges that the use of the Property described herein shall be subject to the restrictions as are set forth in Paragraph 2 of that certain Joint Stipulation dated December 6, 1990, recorded at Official Records Book 455, Page 1126, *et. seq.*, Public Records of Flagler County. The Grantee further acknowledges the rights of the Florida Audubon Society, a Florida non-profit corporation, to enforce said restrictions as permitted by the Joint Stipulation.

In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered
in the presence of:

U.S. CAPITAL ALLIANCE, LLC,
a Florida limited liability company

Witnesses:

Print Name: FRA SAIDIA

Print Name: Anthony Cipo

By: Allan Feker, Manager

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me this ____ day of _____ 2017, by ALLAN FEKER, who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC
4-24-17 NOTARY INITIALS

Print Name: _____
Notary Public, State of Florida
Commission No. _____
My Commission Expires: _____

CALIFORNIA JURAT CERTIFICATE

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

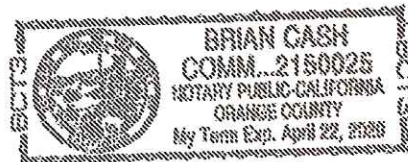
State of California
County of Orange

Subscribed and sworn to (or affirmed) before me on this

24 day of April, 2017

by Allan Feker
proved to me on the basis of satisfactory evidence to be the person(s) who
appeared before me.

Signature Brian Cash



ADDITIONAL INFORMATION (OPTIONAL)

DESCRIPTION OF THE ATTACHED DOCUMENT

Warranty Deed
(Title or description of attached document)

(Title or description of attached document continued)

Number of pages 2 Document Date 4-24-17

(Additional information)

NOTARY PUBLIC CONTACT INFORMATION

The UPS Store
668 N Coast Hwy
Laguna Beach, CA 92651

949-494-4420 tel
949-494-9850 fax

store0120@theupsstore.com
www.TheUPSStore.com/0120

EXHIBIT "A"

PARCEL A:
CONSERVATION AREA

ALL OF SECTION 17 AND SECTION 20, TOWNSHIP 14 SOUTH, RANGE 31 EAST, AND PORTIONS OF SECTIONS 16 AND 21, TOWNSHIP 14 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 21, TOWNSHIP 14 SOUTH, RANGE 31 EAST, BEARING S 87°26'24" W, ALONG THE SOUTH LINE OF SAID SECTION 21, A DISTANCE OF 2646.25 FEET; THENCE S 87°26'13" W, ALONG SAID SOUTH LINE A DISTANCE OF 1358.81 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION:

THENCE S 87°26'13" W, ALONG SAID SOUTH LINE OF SECTION 21 A DISTANCE OF 1286.70 FEET TO THE SOUTHWEST CORNER OF SECTION 21; THENCE DEPARTING THE SOUTH LINE OF SECTION 21, S 86°59'32" W, ALONG THE SOUTH LINE OF SECTION 20, TOWNSHIP 14 SOUTH, RANGE 31 EAST, A DISTANCE OF 2665.33 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 20; THENCE CONTINUE ALONG THE SOUTH LINE OF SECTION 20, S 87°00'42" W, A DISTANCE OF 2664.85 FEET TO THE SOUTHWEST CORNER OF SECTION 20; THENCE DEPARTING THE SOUTH LINE OF SECTION 20, N 02°02'45" W, ALONG THE WEST LINE OF SECTION 20, A DISTANCE OF 5321.15 FEET TO THE NORTHWEST CORNER OF SECTION 20; THENCE DEPARTING THE WEST LINE OF SECTION 20, N 01°43'08" W, ALONG THE WEST LINE OF SECTION 17, TOWNSHIP 14 SOUTH, RANGE 31 EAST, A DISTANCE OF 5287.16 FEET TO THE NORTHWEST CORNER OF SAID SECTION 17; THENCE DEPARTING THE WEST LINE OF SECTION 17, N 87°27'35" E, ALONG THE NORTH LINE OF SECTION 17 A DISTANCE OF 5312.21 FEET TO THE NORTHEAST CORNER OF SECTION 17; THENCE DEPARTING THE NORTH LINE OF SECTION 17, N 87°32'41" E, ALONG THE NORTH LINE OF SECTION 16, TOWNSHIP 14 SOUTH, RANGE 31 EAST, A DISTANCE OF 2647.95 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 16; THENCE DEPARTING THE NORTH LINE OF SECTION 16, S 02°21'48" E, A DISTANCE OF 3880.18 FEET; THENCE S 02°19'50" E, A DISTANCE OF 2495.94 FEET; THENCE S 43°52'00" E, A DISTANCE OF 749.86 FEET; THENCE S 41°35'05" E, A DISTANCE OF 898.99 FEET; THENCE S 33°37'40" E, A DISTANCE OF 508.06 FEET; THENCE S 64°21'36" E, A DISTANCE OF 226.21 FEET; THENCE S 01°13'55" W, A DISTANCE OF 234.10 FEET; THENCE S 33°53'03" E, A DISTANCE OF 538.90 FEET TO A CURVE IN THE NORTH RIGHT-OF-WAY OF AIRPORT ROAD (100 FOOT RIGHT-OF-WAY); THENCE ALONG SAID CURVE IN THE NORTH RIGHT-OF-WAY OF AIRPORT ROAD, CONCAVE SOUTHEASTERLY, HAVING A DELTA OF 07°25'11", A RADIUS OF 2800.00, AN ARC LENGTH OF 362.60 FEET, A CHORD BEARING OF S 47°52'38" W, AND A CHORD DISTANCE OF 362.34 FEET TO THE POINT OF TANGENCY IN SAID RIGHT-OF-WAY; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY S 44°10'02" W, A DISTANCE OF 250.00 FEET TO A CURVE CONCAVE NORTHWESTERLY, HAVING A DELTA OF 01°05'49", A RADIUS OF 2450.00 FEET, AN ARC LENGTH OF 46.91 FEET, A CHORD BEARING OF S 44°42'56" W, AND A CHORD DISTANCE OF 46.91 FEET; THENCE DEPARTING THE RIGHT OF WAY OF AIRPORT ROAD, N 14°10'39" W, A DISTANCE OF 51.47 FEET; THENCE N 53°38'41" W, A DISTANCE OF 894.33 FEET; THENCE S 51°35'29" W, A DISTANCE OF 974.13 FEET TO A NON-TANGENT CURVE CONCAVE NORTHWESTERLY; THENCE ALONG SAID CURVE HAVING A DELTA OF 18°32'46", A RADIUS OF 812.00 FEET, AN ARC LENGTH OF 262.84 FEET, A CHORD BEARING OF S 62°51'10" W, AND A CHORD DISTANCE OF 261.69 FEET

TO A CURVE TO THE LEFT, CONCAVE SOUTHEASTERLY; THENCE ALONG SAID CURVE HAVING A DELTA OF $42^{\circ}18'27''$, A RADIUS OF 917.00 FEET, AN ARC LENGTH OF 677.12 FEET, A CHORD BEARING OF $S\ 50^{\circ}58'19''\ W$, AND A CHORD DISTANCE OF 661.84 FEET TO A NON-TANGENT POINT; THENCE $S\ 29^{\circ}49'06''\ W$, A DISTANCE OF 645.54 FEET; THENCE $S\ 24^{\circ}21'45''\ W$, A DISTANCE OF 276.51 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF SECTION 21, TOWNSHIP 14 SOUTH, RANGE 31 EAST, THE POINT OF BEGINNING OF THIS DESCRIPTION

AND

PARCEL B:
DISTRICT \ REGIONAL PARK PARCEL Q:

A PARCEL OF LAND BEING A PORTION OF SECTION 21, TOWNSHIP 14 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 21, AND RUN $S\ 87^{\circ}26'24''\ W$, ALONG THE SOUTH LINE OF SAID SECTION 21, A DISTANCE OF 2646.25 FEET; THENCE $S\ 87^{\circ}26'13''\ W$, ALONG SAID SOUTH LINE A DISTANCE OF 471.20 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF AIRPORT ROAD EXTENSION, A 100 FOOT RIGHT OF WAY; THENCE CONTINUE $S\ 87^{\circ}26'13''\ W$, ALONG SAID SOUTH LINE A DISTANCE OF 110.79 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAID AIRPORT ROAD EXTENSION, SAID POINT ALSO BEING ON A CURVE AND BEING THE POINT OF BEGINNING; THENCE CONTINUE $S\ 87^{\circ}26'13''\ W$, ALONG SAID SOUTH LINE A DISTANCE OF 776.82 FEET; THENCE LEAVING SAID SOUTH LINE, $N\ 24^{\circ}21'45''\ E$, A DISTANCE OF 276.51 FEET; THENCE $N\ 29^{\circ}49'06''\ E$, A DISTANCE OF 645.54 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 917.00 FEET AND A CENTRAL ANGLE OF $42^{\circ}18'27''$; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 677.12 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 812.00 FEET AND A CENTRAL ANGLE OF $18^{\circ}32'46''$; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 262.84 FEET TO THE POINT OF TANGENCY; THENCE $N\ 51^{\circ}35'29''\ E$, A DISTANCE OF 974.13 FEET; THENCE $S\ 53^{\circ}38'41''\ E$, A DISTANCE OF 894.33 FEET; THENCE $S\ 14^{\circ}10'38''\ E$, A DISTANCE OF 51.47 FEET TO A POINT ON THE AFORESAID WESTERLY RIGHT OF WAY LINE OF AIRPORT ROAD EXTENSION; SAID POINT BEING ON A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2450.00 FEET, A CENTRAL ANGLE OF $25^{\circ}07'47''$, AND A CHORD BEARING AND DISTANCE OF $S\ 57^{\circ}49'45''\ W$, 1065.97 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1074.56 FEET TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG THE SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING 3 COURSES; $S\ 70^{\circ}23'39''\ W$, A DISTANCE OF 336.88 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1150.00 FEET AND A CENTRAL ANGLE OF $48^{\circ}40'58''$; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 977.13 FEET TO THE POINT OF BEGINNING.

Exhibit "B"

Permitted Exceptions

1. Oil, gas, mineral, or other reservations as set forth in deed by Tomoka Land Company recorded in Deed Book 36, Page 79, and Notice of Claim recorded in O.R. Book 69, Page 229, and conveyed by Consolidated-Tomoka Land Co. to Indigo Group Inc., a Florida corporation under Warranty Deed recorded in O.R. Book 1174, Page 917, Public Records of Flagler County, Florida. No determination has been made as to the current record owner for the interest excepted herein. (As to both Parcels A and B)
2. Resolution No. 2010-61 recorded in O.R. Book 1803, Page 648, Amending and Replacing in its Entirety the Development Order recorded in O.R. Book 423, Page 669, Adoption of Development Order recorded in O.R. Book 455, Page 1019, and Amendment recorded in O.R. Book 465, Page 1466, Public Records of Flagler County, Florida. (As to both Parcels A and B)
3. Easement set forth in Warranty Deed recorded in O.R. Book 222, Page 372, Public Records of Flagler County, Florida, referring to Easement over the Westerly 80 feet of Sections 16 and 21, Township 14 South, Range 31 East, recorded in O.R. Book 2261, Page 224 in the Public Records of Volusia County, Florida, which does not appear of record in Flagler County, Florida. Note: Also see Affidavit recorded in O.R. Book 590, Page 1789. (As to that part of Parcel A, lying in Sections 16 and 21, Township 14 South, Range 31 East)
4. Grant of Easement in favor of Leonard Durrance recorded in O.R. Book 591, Page 536, Public Records of Flagler County, Florida. (As to that part of Parcel A, lying in Sections 16 and 21, Township 14 South, Range 31 East)
5. Conservation Easement in favor of St. Johns River Water Management District recorded April 21, 2009 in O.R. Book 1712, Page 1123, Public Records of Flagler County, Florida. (As to Parcel A)
6. Conservation Easement in favor of St. Johns River Water Management District recorded March 18, 2010 in O.R. Book 1760, Page 948, Public Records of Flagler County, Florida, (As to that portion of Parcel A, lying in Section 20)
7. Conservation Easement in favor of St. Johns River Water Management District recorded June 10, 2013 in O.R. Book 1945, Page 1511, Public Records of Flagler County, Florida. (As to that part of Parcel A, lying in Section 20)
8. "Intentionally deleted"
9. Perpetual and exclusive easement and right-of-way for public street purposes granted to the City of Ormond Beach under the Right of Way Deed recorded in O.R. Book 1572, Page 1959, Public Records of Flagler County, Florida. (As to any portion lying within Parcel B)
10. Subject property abuts a drainage right-of-way and by reason thereof, exception is taken to the following:
 - a) Rights of owners of land abutting upon the waters of canal and retention area.
 - b) Title to beds or bottoms of lakes, rivers, or other bodies of water located on or within the property described herein.
 - c) Riparian and littoral rights are neither guaranteed nor insured and title to any filled and accreted lands is not insured.
11. Rights of the lessees under unrecorded leases.
12. Non Exclusive Drainage, Stormwater and Utility Easement in favor of Hunter's Ridge Oaks Community Development District No. 1, a Community Development District created pursuant to Chapter 190, Florida Statutes, recorded January 11, 2017 in O.R. Book 2180, Page 1317, Public Records of Flagler County, Florida.
13. Drainage and Utility Easement as shown on the Plat of Airport Road Extension, as recorded in Plat Book 38, Page 55, Public Records of Flagler County, Florida.
14. Conservation Easement in favor of the St. Johns River Water Management District as set forth in Deed of Conservation Easement recorded May 4, 2017 in O.R. Book 2223, Page 511, Public Records of Flagler County, Florida.

15. 40 Grade Easement in favor of County of Flagler recorded in Official Records Book ²²⁰³ , Page 529, Public Records of Flagler County, Florida
16. Assignment of Rights recorded in Official Records Book ²²⁰³ , Page 519, Public Records of Flagler County, Florida.

FCC RD

Prepared By and Return To:

Kim C. Booker, Attorney at Law
Booker & Associates
1019 Town Center Drive, Suite 201
Orange ~~SJRWMD~~City, Florida 32763

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WARRANTY DEED

THIS WARRANTY DEED made this ____ day of _____ 2022 between US CAPITAL ALLIANCE, LLC, a Florida limited liability company, whose address is 111 Coleman Blvd, Ste 400, Mount Pleasant, South Carolina 29464 (the "Grantor") and to ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, a political agency within the State of Florida, whose address is 4049 Reid Street, Palatka, Florida 32177 (hereinafter referred to as "SJRWMD"), as to an undivided one half interest in fee simple; and to CITY OF ORMOND BEACH, FLORIDA, a municipal corporation and a political subdivision of the State of Florida, whose address is 22 South Beach Street, Ormond Beach, Florida 32174 (hereinafter referred to as "City"), as to an undivided one half interest in fee simple (the "SJRWMD" and "SJRWMD" shall be collectively referred to as "Grantee"). (SJRWMD and City collectively referred to as "Grantee").

Witnesseth, that said Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantee and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Volusia County, Florida (the "Property"), to-wit:

SEE ATTACHED EXHIBIT "A"

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property; that the Grantor hereby fully warrants the title to said Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, and that the Property is free of all encumbrances, except those Permitted Exceptions shown on Exhibit "B," attached hereto and incorporated herein, provided that this reference shall not serve to reimpose same.

By Acceptance of this Warranty Deed, Grantee hereby acknowledges that the use of the Property described herein shall be subject to the restrictions as are set forth in that certain Joint Stipulation dated December 6, 1990, recorded at Official Records Book 3696, Page 1649, *et. seq.*, Public Records of Volusia County, Florida (hereinafter referred to as the "**Joint**

Stipulation”) as well as the Hunter’s Ridge Development of Regional Impact recorded in that certain Development Order for Hunter’s Ridge, A Development Of Regional Impact adopted by Ormond Beach, and incorporated into that certain Notice of Adoption of Development Order recorded on October 1, 1991, in Official Records Book 3696, Pages 1640 through 1745, inclusive, and in Official Records Book 3739, Page 1898, in Official Records Book 3754, Page 1692 and in Official Records Book 5212, Page 2589, as amended from time to time, all being recorded in Public Records of Volusia County, Florida, (hereinafter collectively referred to as the **“Development Order”**). Grantor/Developer shall retain all rights to use the Property as set forth in the Development Order and Joint Stipulation and shall more specifically reserve and retain all rights as set forth in Paragraph 3.5 of the Special Conditions of the Development Order and all such reservation of rights set forth in the Joint Stipulation. The Grantee further acknowledges the rights of the Florida Audubon Society, a Florida non-profit corporation, to enforce said restrictions as permitted by the Joint Stipulation. ~~Furthermore, this conveyance shall be subject to the restrictions and conditions set forth on the attached Exhibit “C” which are incorporated herein by this reference.~~

In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed, and delivered
In the presence of:

US CAPITAL ALLIANCE, LLC
a Florida limited liability company

Witnesses:

By: Hunter's Ridge Acquisition and
Development, LLC., a Florida limited
liability company, its Manager

By: Hunter's Ridge Manager, LLC., a
Delaware limited liability company

Print Name: _____

By: _____
Glen Fishman, Manager

Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me ____ in my physical presence or ____ by online notary on this ____ day of _____ 2022, by Glen Fishman, as Manager of Hunter's Ridge Manager, LLC., a Delaware limited liability company, as Manager of Hunter's Ridge Acquisition and Development, LLC, a limited liability company, as Manager of US Capital Alliance, LLC. and who is personally known to me or who has produced _____ as identification.

Print Name: _____
Notary Public, State of _____
Commission No. _____
My Commission Expires: _____

EXHIBIT “A”

EXHIBIT "B"
Permitted Exceptions

[TO BE UPDATED PRIOR TO RECORDING]

EXHIBIT "C"—Restrictive Conditions

A.——The Grantor/Developer, US Capital Alliance, LLC., has obtained a Conceptual Permit No 22838-47, as may be amended, extended or modified from time to time, from the St. Johns River Water Management District (the "SJRWMD") and in the future, in conjunction with the development of each particular phase within the Project, the Grantor/Developer, US Capital Alliance, LLC., and/or its successors or assigns in interest ("Grantor/Developer") will submit applications for permits to the SJRWMD, United States Army Corps of Engineers ("ACOE"), Department of Environmental Protection ("DEP") (the "ACOE," "DEP" and collectively, with the SJRWMD, the "Permitting Authorities") for the purpose of allowing for the development of the Project, as such are required and shall obtain all other necessary approvals from the applicable governmental authorities required to dredge and fill wetlands and to perform required mitigation and related site work (collectively, the "Wetland Permits").

B.——The Parties agree that any Wetland Permits which may be issued in the future and which impact the Conservation Area Property described on Exhibit "A" herein ("Conservation Area Property"), and shall be in a form reasonably acceptable to the Permitting Authorities, as applicable and the Grantor/Developer and, further, shall be consistent with the Development Order (as defined in the Special Warranty Deed attached hereto) and the Joint Stipulation (as defined in the Special Warranty Deed attached hereto). The Grantor/Developer and SJRWMDSJRWMD ("SJRWMDSJRWMD") agree to fully cooperate with respect to the regulatory processes associated with the application, review and issuance of Wetland Permits, or any amendments thereto. In this regard, the SJRWMDSJRWMD's participation shall include, but will not be limited to, the review, approval (or disapproval with specific reasons for disapproval based upon Development Order or Joint Stipulation), and execution of all applications, petitions and other instruments pertaining to the Wetland Permits in a diligent and timely manner, so as not to cause the Grantor/Developer any unnecessary or unreasonable delays in the approval process. The SJRWMDSJRWMD acknowledges that its review of the applications for Wetland Permits shall be to assure consistency with the Development Order, the Joint Stipulation, and this Special Warranty Deed Conditions, and it may not deny the Grantor/Developer the use of the Conservation Area Property for mitigation unless the proposed mitigation violates the terms of the Development Order or the Joint Stipulation.

C.——Within ten (10) business days of receipt of any permit applications or documents, the SJRWMDSJRWMD shall provide the Grantor/Developer with his or her approval and consent thereto. In the event the SJRWMDSJRWMD fails to provide the Grantor/Developer with a response within the ten (10) day business period, the application shall be deemed to be approved, and the SJRWMDSJRWMD shall be required to execute the application within three (3) business days thereafter. Should the SJRWMDSJRWMD disapprove of any such applications or documents, then he/she shall promptly provide the Grantor/Developer with detailed notice of its objections and state specific grounds therefor based upon the Development Order or Joint Stipulation. To the fullest extent practical, the SJRWMDSJRWMD, or his/her designee, shall have the right to attend all meetings, hearings, telephone conferences or other material interactions with the Permitting Authorities regarding the Wetland Permits, and the Grantor/Developer shall endeavor in good faith to provide the SJRWMDSJRWMD with advance written notice of such meetings, hearings, etc. at least forty-eight (48) hours prior thereto.

~~D. — Once the Wetland Permits are issued by the Permitting Authorities, the Grantor/Developer may request modifications, changes, deviations, alterations, additions, supplements, or substitutions to the Wetland Permits, including modifications to seek additional mitigation credits associated with enhancement projects within the Conservation Area Property, with the prior written consent of the SJRWMD/SJRWM, which consent shall not be unreasonably withheld, conditioned, or delayed. — The Parties agree that the SJRWMD/SJRWM may also request modifications, changes, deviations, alterations, additions, supplements or substitutions to the Wetland Permits in order to allow for its use of the Conservation Area Property, with the prior written consent of the Grantor/Developer, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that such modifications shall not adversely impact, interfere with, limit or restrict, in any way, the Grantor/Developer's use of the Conservation Area Property for wetland mitigation or otherwise impact the wetland mitigation value granted to the Grantor/Developer by the Wetland Permits or the Development Order or Joint Stipulation. — Nothing herein shall limit or restrict the Grantor/Developer's rights under the Development Order, as amended from time to time or the Joint Stipulation. — All rights reserved to Grantor contained in the Development Order and the Joint Stipulation shall be reserved herein by this reference and Grantee shall take no action that will adversely impact or limit Grantor's rights retained under the Development Order or Joint Stipulation including not limited to mitigation rights, timber rights, hunting rights, equestrian rights and such other rights retained by Grantor/Developer as set forth in the Development Order and Joint Stipulation. Such reservation of rights set forth in the Development Order and Joint Stipulation retained by the Grantor/Developer upon the conveyance of the Conservation Lands shall be reimposed as if stated in their entirety herein.~~

~~E. — The Grantor/Developer may be permitted, at its sole cost and expense, to engage in certain environmental enhancement or restoration activities, in addition to those which are set forth in the Conceptual Permit, or which may be required pursuant to the Hydroperiod Restoration Plan or Wetland Permits, in order to increase the amount of mitigation credits which may be generated within the Conservation Area Property (the "Lift Projects"). Any Lift Projects shall be subject to the SJRWMD/SJRWM's written consent, which shall not be unreasonably withheld, conditioned, or delayed. The Grantor/Developer shall apply for and complete any Lift Projects on or before January 1, 2032, unless such date is extended by law or approved by SJRWMD/SJRWM but shall remain responsible for any associated management and monitoring activities required by the Permitting Authorities.~~

~~F. — The Grantor/Developer shall be entitled to claim future mitigation credits which may be associated with the Wetland Permits and/or the Conservation Easements, the construction of improvements pursuant to the Hydroperiod Restoration Plan, the Lift Projects, or any other additional environmental enhancement activities contemplated by this Agreement, in order to offset any mitigation requirements arising from the construction and development of the Project, providing that such credits are acceptable to the Permitting Authorities (the "Future Mitigation Credits").~~

G. — The Grantor/Developer shall be permitted to engage in soil excavation for a borrow pit/fire pond (the “Borrow Pit”) within the east section of the Conservation Area Property, as generally depicted in Exhibit “D” attached hereto. Grantor/ Developer shall be entitled to retain all rights to the fill material retrieved during the construction of the Borrow Pit and any revenues generated therefrom. The Borrow Pit shall not exceed 33 acres in size and shall be constructed in accordance with an earthmoving, haul route, and reclamation site plan (the “Excavation Plan”), which shall be agreed upon by the Grantor/Developer and the SJRWMD, prior to the initiation of permitting and construction. The Excavation Plan shall include, but not be limited to, parameters for contouring and sloping the Borrow Pit, maintaining suitable buffers from wetland areas, and for integrating the Borrow Pit with the existing pond as depicted in Exhibit “D”. The Grantor/Developer shall be responsible for obtaining all associated city, county, state, and federal regulatory permits and approvals on or before February 1, 2024, including, but not limited to, an amendment to any conservation easements, if required. The Grantor/Developer shall complete all excavation and reclamation activities within 5 years after construction of the Borrow Pit is initiated.

H. — The Grantor/Developer agrees to indemnify, defend and hold harmless the SJRWMD from any suits, actions, claims, losses or damage of any nature arising out of any damage to person or property caused by or arising from any act, omission, performance or nonperformance of the Grantor/Developer, its agents, servants, employees, or others under the Grantor/Developer’s direction or control; and to pay the SJRWMD all losses, damages, expenses, costs, and attorney’s fees, that the SJRWMD sustains because of a default by the Grantor/Developer under its permits. Grantee shall also indemnify Grantor/Developer against any and all claims, losses or damages including violations of any permits, conservation easements, Development Order or Joint Stipulation arising out of damage to person or property caused by or arising from any act, omission, performance or nonperformance of the SJRWMD, its agents, servants, employees, or others under the direction and/or control off the SJRWMD and to pay the Grantor/Developer for all losses, damages, expenses costs and attorney fees incurred by Grantor/Developer because of a default caused by the SJRWMD under the Development Order or the Joint Stipulation or any other activities conducted by the SJRWMD on the Conservation Area Property.

I. — Grantor/Developer shall retain a non-exclusive easement for the purpose of ingress, egress and access over, under and through the Conservation Area Property for the purposes of monitoring, maintaining, completing and performing restoration of wetlands or satisfying or performing any other permit requirements, to conduct such activities as may be required by a Management Plan; and to preserve and exercise such rights reserved to Grantor/Developer in the Development Order including but not limited to mitigation rights, hunting rights, equestrian activities and such other activities as are permitted under the Development Order and Joint Stipulation. — Further, Grantor/Developer shall retain all non-exclusive access rights for vehicular and pedestrian ingress and egress over, through and across the road known as the 40 Grade running through the Conservation Area Property from State Road 40.

J. — Any and all activities conducted by Grantee/SJRWMD within the Conservation Park Property shall be consistent with the requirements and restrictions set forth in the Development Order and Joint Stipulation and this instrument is not intended to grant any additional rights for

~~the benefit of the public other than as set forth in the Development Order. Grantee shall not conduct any activities within the Conservation Area Property that would restrict, limit, reduce or interfere in any way with the rights reserved to the Grantor/Developer under the Development Order and Joint Stipulation including but not limited to the right to use the Conservation Area Property for mitigation credits for development.~~

~~K. At the execution and recording of this Special Warranty Deed, Grantee shall pay or assign to the Grantor/Developer Impact Fee Credits for conservation lands as required by the Development Order and Joint Stipulation for the fair market value of the Conservation Area Property.~~



St. Johns River Water Management District

Michael A. Register, P.E., Executive Director

4049 Reid Street • P.O. Box 1429 • Palatka, FL 32178-1429 • 386-329-4500 • www.sjrwmd.com

July 15, 2022

Via email to kbooker@bookerandassoc.com

Ms. Kim C. Booker, Esq.

Booker & Associates, P.A.

1019 Town Center Drive, Suite 201

Orange City, Florida 32763

Re: Deed of Conservation Area for Hunters Ridge DRI

Dear Ms. Booker:

Thank you for the proposed documents to transfer certain property (conservation area) to the City of Ormond Beach (City) and the St. Johns River Water Management District (SJRWMD) as required by the DRI. The proposed Special Warranty Deed has Restrictive Conditions which both the City and the SJRWMD cannot accept and are outlined herein.

The existing Hunter's Ridge Development of Regional Impact (DRI), specifically the Joint Stipulation, requires the Developer, which apparently is U.S. Capital Alliance, LLC, to transfer an undivided one-half interest in the identified conservation property to the City and one-half interest in the identified conservation property to SJRWMD. The DRI specifies the deed restrictions that must be included in the Fee Simple Warranty Deed. The Special Warranty Deed that you have submitted, along with the proposed Restrictive Conditions, do not conform with the requirements of the DRI, as follows:

- 1) The Special Warranty Deed is not the required Fee Simple Warranty Deed.
- 2) The proposed attached Restrictive Conditions contain provisions which creates a conflict with the DRI. Specifically, the DRI required deed restrictions prohibiting construction activity, including excavation. The proposed Restrictive Conditions require the City to support the excavation and enlargement of a borrow pit. Any additional rights your client seeks would require an amendment to the DRI and such a request would be reviewed as required by law.
- 3) The City cannot lawfully and contractually agree to support any proposed amendment to the DRI. Your client has a right to seek an amendment to the DRI. The City, in its legislative capacity and in the exercise of its legislative authority, would review and consider any DRI amendment proposed by your client. Any language requiring or suggesting that the City will assist or support any amendment is unlawful. The City cannot contract away its Legislative authority. *See City of Safety Harbor v. Clearwater*, 330 So.2d 840 (Fla. 2d DCA 1976); *Morgan Co., Inc. v. Orange*

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County, 818 So.2d 640 (Fla. 5th DCA 2002); *City of Ormond Beach v. City of Daytona Beach*, 794 So.2d 660 (Fla. 5th DCA 2001).

4) Additionally, SJRWMD is unable to agree to contract away its statutory permitting authority under Chapter 373 and the Florida Administrative Code. *See Dep't of Cmty. Affairs v. Escambia Cty.*, No. 90-7663GM, (Fla. Div. Admin. Hrgs. Feb. 19, 1992) ("It is axiomatic under Florida law that no governmental body, be it local or otherwise, may contract away its police powers."). As a result, SJRWMD is unable to agree provisions contained in the Restrictive Conditions attached to the proposed Special Warranty Deed, such as the future blanket approval of permit applications, among others.

5) The rights and obligations of each party is outlined in the DRI. The proposed Restrictive Conditions also create contractual issues that conflict with the DRI conditions. The DRI requires your client to deed an undivided one-half interest in the property to the City and one-half interest in the property to SJRWMD, and the deed is required to contain specific restrictions. We must follow the terms and conditions of the DRI exactly with no deviations. If changes to the DRI are sought, they should be pursued as a DRI amendment and not as conditions placed in the deed.

6) The SJRWMD would be willing to accept a deed substantially similar to the Warranty Deed from U.S. Capital Alliance, LLC to Flagler County, Florida, dated April 26, 2017, and recorded May 5, 2017, at Book 2203 Page 1431. The deed to Flagler County states that the conveyance is subject to the restrictions of the Joint Stipulation dated December 6, 1990, and acknowledges the rights of the Florida Audubon Society to enforce said restrictions. A copy of this Warranty Deed is enclosed for your reference.

Also attached is a revised deed which is consistent with the DRI and consistent with the Warranty Deed to Flagler County prepared under the same provisions of the DRI. The City and the SJRWMD are willing to accept the fee simple conveyance by virtue of this proposed revised deed. In addition, please provide: (1) a boundary survey with legal description, (2) title insurance, and (3) a Phase I ESA, which are required pursuant to rule 40C-9.041(6)(e), F.A.C., for donations of land to the District.

We look forward to resolving this matter.

Sincerely,

 Randal A. Hayes City Attorney, City of Ormond Beach	 Jessica Quiggle Senior Assistant General Counsel, St. Johns River Water Management District
---	--

From: Kim Booker

Sent: Friday, September 16, 2022 11:39 AM

To: Sean S. Moylan <smoylan@flaglercounty.gov>; Adam Mengel, AICP, LEED AP BD+C <amengel@flaglercounty.gov>; Al Hadeed <ahadeed@flaglercounty.gov>

Cc: Glen Fishman <gfishman@assetrestructuring.com>; Jake Beren <jberen@huntersridgefl.com>; Kimberly Buck <kab@ae-group.com>; Michael Chiumento III <michael3@legalteamforlife.com>

Subject: Response to Ormond Letter dated September 15, 2022

Please see attached correspondence which should be included in your withdrawal package to the commission.

Kim C. Booker, Attorney at Law
Booker & Associates, P.A.
1019 Town Center Drive, Suite 201
Orange City, Florida 32763
Telephone (386) 774-6552
Fax (386) 774 -5997

This communication is intended to be a confidential and privileged communication protected by attorney client privilege. If you are the unintended recipient of this communication, please notify my office immediately at 386 774 6552. Due to increased risk of fraud, please confirm any and all wiring instructions before sending any wires to our office.

September 16, 2022

Adam Mengel, Planning Director
Flagler County
1769 E. Moody Blvd., Building 2
Bunnell, Florida 32110

Sean S. Moylan,
Assistant County Attorney
Flagler County
1769 E Moody Blvd., Building 2
Bunnell, Florida 32110

Re: Hunter's Ridge NOPC and Response to Letter dated September 15, 2022 from Ormond
City Attorney ("Letter")/Hunter's Ridge DRI

Dear Adam and Sean,

I am in receipt of the above referenced letter dated September 15, 2022 from Randy Hayes, as the City Attorney for Ormond Beach. Although the application for the NOPC has been previously withdrawn on September 14, 2022 and the comments contained in said Letter are now moot and appear to address language that has existed in the DRI since 1991 and the amended DRI approved in 2010 and 2021, my client feels it is important to address some of the misstatements made in said letter.

First, the NOPC application has been withdrawn so any suggested changes to the existing DRI are not subject to being modified. The following comments contained in the Letter need clarification or more information as follows:

1. The Ormond Beach City Attorney, Randy Hayes, incorrectly states that the 287 acre Ormond Beach Conservation Lands (Parcel B under the Joint Stipulation) abuts the northern edge of State Road 40. The actual northern edge abuts a parcel donated to the City of Ormond by the prior master Developer, Georgia Pacific for a Wastewater Treatment Plant, which is located at the southwest corner of State Road 40 and Airport Road.
2. The Developer sent a Fee Simple deed to the City for the 287 acre Parcel B, Conservation Lands which was rejected because it provided for one half of the title to be conveyed to St Johns River Water Management District, which was required by the Ormond DRI. Moreover, the Ormond Conservation Land has several existing conservation easements which were required in connection with permits issued by SJRWMD. The Ormond Property is subject to the Ormond DRI and is designated for conservation under the Joint Stipulation and the Ormond DRI. The Developer is permitted to utilize said Conservation Lands for mitigation credits. There were two parcels designated for

Conservation in the Joint Stipulation, which are referred to as Parcel A and B. In 1996, Parcel A of the Conservation Lands within Ormond was conveyed to City and SJRWMD by that certain deed recorded in Official Records 4160, Page 4280, Public Records of Volusia County, Florida. The Developer approached the City about the remaining Conservation Lands (Parcel B) in Ormond last year and indicated that it was willing to deed it to the City subject to the rights set forth in the DRI and Joint Stipulation. The City wants to place wells in the Conservation Area and is attempting to put pressure on the Developer to circumvent or disregard the restrictive covenants placed on the Conservation Lands so the City can drill wells within the Conservation Lands in violation of the Joint Stipulation and DRI. The Developer has requested numerous meetings with the City to discuss this issue and have been denied a meeting by Mr. Hayes. Accordingly, Attorney Michael Chiumento has been hired by the Developer to work with the City of Ormond to resolve these issues and preserve its rights under the DRI which allows the Developer to retain certain rights including mitigation, timber rights and hunting rights as well as other rights. Mr. Chiumento, on behalf of the Developer, has offered to tender the deed for the Conservation Lands to the City and SJRWMD subject to the Hunter's Ridge DRI and Joint Stipulation and this was rejected. The Developer stands ready to deliver the deed to the Ormond Conservation Lands subject to the Ormond DRI and Joint Stipulation. The majority of the Ormond DRI has been developed and all obligations have been satisfied by the Developer, and the Developer is in full compliance with the Ormond DRI. In addition, the Ormond DRI is a separate development order recorded in 1991 in Official Records Book 3696, Page 1640, as amended by Resolution No. 92-68 for First Amendment to Development Order recorded April 20, 1992 in Official Records Book 3739, Page 1898 and re-recorded June 25, 1992 in Official Records Book 3754, Page 1692 and Resolution No. 92-20 recorded July 15, 1993 in Official Records Book 3842, Page 2381 and Resolution No. 97-221 for Second Amendment to the Development Order recorded December 4, 1997 in Official Records Book 4257, Page 2954 and Third Amendment to Amended Final Order recorded November 24, 2003 in Official Records Book 5212, Page 2589, all in Public Records of Volusia County, Florida ("Ormond DRI").

3. As to the Flagler County Conservation Lands, the County and Developer entered into a Conservation Park Agreement and a Conservation Easement with Flagler County when the Conservation Lands in Flagler County were conveyed by a deed to the County. At the time the Conservation Lands were conveyed to the County, the County required language to be placed in the Conservation Park Agreement that provided if Ormond did not accept the Conservation Lands that the County of Flagler would accept them. This language was previously incorporated into the amendment to the Flagler DRI in 2010. At the time, the then County Manager, Craig Coffey wanted control over the Conservation Lands in both Ormond and Flagler but Ormond was not interested in releasing the conservation area to Flagler County. The County Manager wanted a consistent management plan throughout the entire Conservation Lands in both Ormond and Flagler County. The management plan attached to Conservation Park Agreement did not contain the Ormond Beach Conservation Lands and only pertain to Flagler County Conservation Land boundary. In addition, the County required an easement from the Developer over the 40 grade logging road to provide access to State Road 40 for the Flagler County portion of the Conservation Lands. It is my understanding that the County has

maintained or improved the base of this road. There are a number of outstanding easements along the 40 grade logging road which benefit individual landowners who reside north and east of the Conservation Lands and which have been in existence since before this DRI was approved. There is nothing in the Flagler DRI nor the Ormond DRI which prohibits the Developer from providing access easements to the County or Ormond. There is no management plan for the Ormond Beach Conservation Lands other than what has been provided for in individual permits approved during the development of the Ormond DRI. The Developer is ready to convey the Conservation Lands to the City of Ormond and SJRWMD subject to the restrictions and privileges set forth in the DRI and Joint Stipulation. The Developer has never refused to convey said lands.

4. As to the 10-ft wide multi-purpose trail, the language in Section III, 4 c imposes a requirement in Flagler County only and does not intend to include Ormond Beach which is already built out. Any construction activities in Ormond would require approval by Ormond and will be submitted to Ormond for the appropriate permits. This language references only property within Flagler County and is part of the Flagler County DRI and not the Ormond DRI.
5. As to the trailhead referenced in Ormond Beach, the language requires approval by Ormond Beach. I am not clear on what the objection is as to this existing language in the DRI.
6. As to the language regarding modifications to the Regional Park, this language was provided so adjustments could be made to the configuration or permitting as a minor modification and not a substantial deviation. Clearly, this modification would not constitute a “substantial deviation” under Chapter 380. This language was approved by Flagler and the City of Ormond failed to object during the prior approvals of the NOPC’s and the Substantial Deviation approved in 2010.
7. As to the “habitat management plan” for “developed” property, there is currently in place a habitat management plan for the developed portion of the Ormond Beach DRI. Numerous habitat cameras were installed years ago in certain areas of the developed areas within Ormond as well as other measures taken to manage the protected and endangered species under the DRI. As to the Conservation Lands in Ormond, there are several permits issued by SJRWMD which have imposed conservation easements within the DRI which were approved by Ormond in connection with development in Ormond. Contrary to the statements in the Letter, the Developer is in full compliance with all habitat management plans for the “developed” areas in Ormond.
8. As to the Developer’s entitlement to mitigation credits, the rights of the Developer are contained in the Ormond DRI and Flagler County DRI and the Joint Stipulation. The Developer has always complied with the requires of both DRI Development Orders and shall continue to do so. Wetland Mitigation credits have been established in the Flagler County portion of the DRI based upon a conceptual permit issued by SJRWMD and memorialized in a Conservation Park Agreement entered into with Flagler County. As to the Ormond Conservation Lands, mitigation credits have been granted by SJRWMD permits pursuant to the Ormond DRI for already existing developments.

9. As to the language in the DRI regarding the wells, this language has been in the DRI since the original adoption of both the Flagler County DRI and the Ormond DRI in 1991. More specifically, paragraph 8.2 of the Ormond DRI requires the plugging of abandoned wells. A well field agreement executed in 1989 provides that Ormond must provide water to the Hunter's Ridge development. Furthermore, the City is reading language in the Flagler County DRI as if this was a new document. The language Mr. Hayes is referring to in the County DRI regarding the conveyance of Conservation Lands pertains to Flagler County not Ormond. Ormond has a separate and distinct DRI with different conditions which are contained in paragraph 8.2 of the Ormond DRI referenced above.
10. Contrary to Mr. Hayes statements, the 40 grade logging road is in both Ormond and Flagler County and is referenced in both the Ormond DRI and the Flagler DRI. The 40 grade is an old logging road that provides connectivity between Durrance Lane and State Road 40. An easement was required by Flagler County under the Flagler County DRI and the Developer complied with the requirement to allow access to the County Conservation Lands to both Durrance Lane and State Road 40. There are a number of existing easements within this roadway and the neither the Ormond DRI nor in Flagler County DRI prohibits or restricts the Developer from granting any easements to the respective jurisdictions.
11. As to the reference to SJRWMD declining ownership in the Flagler County DRI, in 2016 SJRWMD agreed to place a conservation easement across the County Conservation Lands and reviewed and approved the Conservation Park Agreement which allowed all of the Conservation Lands in Flagler County to be conveyed to Flagler County. SJRWMD elected not to accept the title to the property and preferred to establish a blanket Conservation Easement which was also granted to establish the wetland mitigation credits for the conceptual permit. Mr. Hayes should review the Ormond DRI and the Joint Stipulation for the requirements which pertain to the Ormond Conservation Lands. As I said before, Parcel A was conveyed to SJRWMD and Ormond in 1996. Parcel B was offered to the City and they rejected the form of the conveyance. The Developer is working with the City to complete this transaction subject to the restrictive covenants contained in the Ormond DRI and Joint Stipulation.

In conclusion, the above referenced letter is intended to clarify for the record some of the statements made in the Letter. It is important to reiterate that there is a separate DRI Development Order for Ormond Beach which should be utilized when referring to the obligations of the Developer to Ormond.

Again, please be advised that the NOPC application has been withdrawn and the comments by Mr. Hayes are now moot. I look forward to continuing to work with Flagler County toward the development of this project.

Sincerely,

Booker & Associates, P.A.

A handwritten signature in blue ink, appearing to read 'KCB', followed by a horizontal line.

By: _____
Kim C. Booker, Attorney at Law

cc: Michael Chiumento, Attorney for US Capital Alliance, LLC.
Glen Fishman, US Capital Alliance, LLC.
Jake Beren, Project Manager US Capital Alliance, LLC.
Kimberly Buck, P.E., Alann Engineering Group, Inc.

Mary Murphy

From: Kim Booker
Sent: Friday, September 23, 2022 11:32 AM
To: 'Jessica Quiggle'
Cc: 'Hayes, Randy'; 'Karen Ferguson'; 'Sheila Theus'; 'Ritz, Cassidi'; 'Glen Fishman'; 'Jake Beren'; 'Kimberly Buck'
Subject: RE: Hunter's Ridge Conservation Area Deed
Attachments: SJRWMD and Ormond letter 092322.pdf; Hunters Ridge Warranty Deed (Conservation Land) - rev. to SJRWMD and City.pdf; survey of conservation area.pdf; deed to city of ormond parcel A conservation area.pdf

Please see attached the following:

- 1) Letter dated September 23, 2022
- 2) A copy of a survey of the Conservation Lands;
- 3) Form of approved deed with redlines from SJRWMD and Ormond for Parcel B of Conservation Lands sent on July 15, 2022;
- 4) Deed executed and recorded in 1996 for Parcel A of the Conservation Lands.

Upon obtaining the title work, I will send an updated draft of the deed with the legal and exceptions. I look forward to working with you on this matter.

Kim C. Booker, Attorney at Law
Booker & Associates, P.A.
1019 Town Center Drive, Suite 201
Orange City, Florida 32763
Telephone (386) 774-6552
Fax (386) 774 -5997

This communication is intended to be a confidential and privileged communication protected by attorney client privilege. If you are the unintended recipient of this communication, please notify my office immediately at 386 774 6552. Due to increased risk of fraud, please confirm any and all wiring instructions before sending any wires to our office.

From: Jessica Quiggle <JQuiggle@sjrwmd.com>
Sent: Friday, July 15, 2022 4:35 PM
To: Kim Booker <kbooker@bookerandassoc.com>
Cc: Hayes, Randy <Randy.Hayes@ormondbeach.org>; Karen Ferguson <KFerguson@sjrwmd.com>; Sheila Theus <STheus@sjrwmd.com>; Ritz, Cassidi <Cassidi.Ritz@ormondbeach.org>
Subject: RE: Hunter's Ridge Conservation Area Deed

Good afternoon Ms. Booker,

Attached please find the SJRWMD and the City's response to your client's proposed Deed for the DRI conservation area.

Thank you,
Jessica

Jessica Quiggle
Senior Assistant General Counsel
Office of General Counsel
St. Johns River Water Management District

P.O. Box 1429 • Palatka, FL 32178-1429
Office: (386) 329-4107 • Cell: (386) 916-4129
Email: jquiggle@sjrwmd.com
Website: www.sjrwmd.com
Connect with us: [Newsletter](#), [Facebook](#), [Twitter](#), [Instagram](#), [YouTube](#), [Pinterest](#)



www.sjrwmd.com/ePermit

From: Kim Booker <kbooker@bookerandassoc.com>
Sent: Thursday, May 26, 2022 12:03 PM
To: Thomas Mayton <TMayton@sjrwmd.com>; Jessica Quiggle <JQuiggle@sjrwmd.com>
Subject: Hunter's Ridge Conservation Area Deed

Tom and Jessica

Just following up on status of the draft of the Conservation Area Deed or whether the department just wants a conservation easement. Please advise.

Kim C. Booker, Attorney at Law
Booker & Associates, P.A.
1019 Town Center Drive, Suite 201
Orange City, Florida 32763
Telephone (386) 774-6552
Fax (386) 774 -5997

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We value your opinion. Please take a few minutes to share your comments on the service you received from the District by clicking this [link](#)

Notices

- Emails to and from the St. Johns River Water Management District are archived and, unless exempt or confidential by law, are subject to being made available to the public upon request. Users should not have an expectation of confidentiality or privacy.
- Individuals lobbying the District must be registered as lobbyists (§112.3261, Florida Statutes). Details, applicability and the registration form are available at <http://www.sjrwmd.com/lobbyist/>

BOOKER & ASSOCIATES, P.A.

ATTORNEYS AT LAW

KIM C. BOOKER
kbooker@bookerandassoc.com

Gisselle Caldron-Cruz
GisselleC@bookerandassoc.com

1019 TOWN CENTER DRIVE, SUITE 201
ORANGE CITY, FLORIDA 32763
PHONE (386) 774-6552
FAX (386) 774-5997

Sent via Email: jquiggle@sjrwmd.com;
Randy.Hayes@ormondbeach.org

September 23, 2022

Ms. Jessica Quiggle
Senior Assistant General Counsel
Office of General Counsel
St. Johns River Water Management District
P.O. Box 1429
Palatka, FL 32178-1429

Mr. Randy Hayes
City Attorney
City of Ormond
22 South Beach Street,
Ormond Beach, Florida 32174

Re: Conservation Land Deed in favor of St. Johns River Water Management District
("SJRWMD") and City of Ormond ("City") pursuant to Hunter's Ridge DRI

Dear Ms. Jessica Quiggle and Mr. Randy Hayes:

My client, US Capital Alliance, LLC. has examined the changes made to the deed for the Parcel B of the Conservation Lands in Ormond (278.4209 acres) provided in your email dated July 15, 2022 and hereby accepts such changes and the form of the proposed redlined deed, which I have attached hereto. In addition, I have attached a copy of a survey prepared in April of 2021, as part of the purchase of the land by my clients which reflects the Conservation Lands (Parcel B). If this survey is acceptable, please let me know. My client is engaging a consultant to perform the Phase I ESA and has ordered title work as requested by SJRWMD and will provide same as soon as possible. In addition, pursuant to the DRI, my client is preparing an appraisal for the impact fee credits to be granted by the City in exchange for the Conservation Lands. Please note Parcel A of the Conservation Lands was conveyed by the Developer in 1996 to Ormond and SJRWMD by virtue of that certain deed recorded in OR Book 4160, Page, 4280, Public Records of Volusia County, Florida, which is attached for information purposes.

Please let me know if you have any questions regarding the attached survey. I look forward to working with you regarding this matter.

Sincerely,

Booker & Associates, P.A.

A handwritten signature in blue ink, appearing to read 'KCB', followed by a horizontal line.

By: _____
Kim C. Booker, Attorney at Law

cc: Glen Fishman, US Capital Alliance, LLC. gfishman@assetrestructuring.com
Jake Beren, US Capital Alliance, LLC., jberen@huntersridgefl.com

Prepared By and Return To:

Kim C. Booker, Attorney at Law
Booker & Associates
1019 Town Center Drive, Suite 201
Orange ~~SJRWMD~~City, Florida 32763

[Space Above This Line for Recording Data]

WARRANTY DEED

THIS WARRANTY DEED made this ____ day of _____ 2022 between US CAPITAL ALLIANCE, LLC, a Florida limited liability company, whose address is 111 Coleman Blvd, Ste 400, Mount Pleasant, South Carolina 29464 (the "Grantor") and to ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, a political agency within the State of Florida, whose address is 4049 Reid Street, Palatka, Florida 32177 (hereinafter referred to as "SJRWMD"), as to an undivided one half interest in fee simple; and to CITY OF ORMOND BEACH, FLORIDA, a municipal corporation and a political subdivision of the State of Florida, whose address is 22 South Beach Street, Ormond Beach, Florida 32174 (hereinafter referred to as "City"), as to an undivided one half interest in fee simple ~~(the "SJRWMD" and "SJRWMD" shall be collectively referred to as "Grantee").~~ (SJRWMD and City collectively referred to as "Grantee".)

Witnesseth, that said Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantee and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Volusia County, Florida (the "Property"), to-wit:

SEE ATTACHED EXHIBIT "A"

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property; that the Grantor hereby fully warrants the title to said Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, and that the Property is free of all encumbrances, except those Permitted Exceptions shown on Exhibit "B," attached hereto and incorporated herein, provided that this reference shall not serve to reimpose same.

By Acceptance of this Warranty Deed, Grantee hereby acknowledges that the use of the Property described herein shall be subject to the restrictions as are set forth in that certain Joint Stipulation dated December 6, 1990, recorded at Official Records Book 3696, Page 1649, *et. seq.*, Public Records of Volusia County, Florida (hereinafter referred to as the "**Joint**

Stipulation”) as well as the Hunter’s Ridge Development of Regional Impact recorded in that certain Development Order for Hunter’s Ridge, A Development Of Regional Impact adopted by Ormond Beach, and incorporated into that certain Notice of Adoption of Development Order recorded on October 1, 1991, in Official Records Book 3696, Pages 1640 through 1745, inclusive, and in Official Records Book 3739, Page 1898, in Official Records Book 3754, Page 1692 and in Official Records Book 5212, Page 2589, as amended from time to time, all being recorded in Public Records of Volusia County, Florida, (hereinafter collectively referred to as the **“Development Order”**). Grantor/Developer shall retain all rights to use the Property as set forth in the Development Order and Joint Stipulation and shall more specifically reserve and retain all rights as set forth in Paragraph 3.5 of the Special Conditions of the Development Order and all such reservation of rights set forth in the Joint Stipulation. The Grantee further acknowledges the rights of the Florida Audubon Society, a Florida non-profit corporation, to enforce said restrictions as permitted by the Joint Stipulation. ~~Furthermore, this conveyance shall be subject to the restrictions and conditions set forth on the attached Exhibit “C” which are incorporated herein by this reference.~~

In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed, and delivered
In the presence of:

US CAPITAL ALLIANCE, LLC
a Florida limited liability company

Witnesses:

By: Hunter's Ridge Acquisition and
Development, LLC., a Florida limited
liability company, its Manager

By: Hunter's Ridge Manager, LLC., a
Delaware limited liability company

Print Name: _____

By: _____
Glen Fishman, Manager

Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me _____ in my physical presence or _____ by online notary on this ____ day of _____ 2022, by Glen Fishman, as Manager of Hunter's Ridge Manager, LLC., a Delaware limited liability company, as Manager of Hunter's Ridge Acquisition and Development, LLC, a limited liability company, as Manager of US Capital Alliance, LLC. and who is personally known to me or who has produced _____ as identification.

Print Name: _____
Notary Public, State of _____
Commission No. _____
My Commission Expires: _____

EXHIBIT “A”

EXHIBIT "B"
Permitted Exceptions
[TO BE UPDATED PRIOR TO RECORDING]

EXHIBIT "C" - Restrictive Conditions

A. — The Grantor/Developer, US Capital Alliance, LLC., has obtained a Conceptual Permit No 22838-47, as may be amended, extended or modified from time to time, from the St. Johns River Water Management District (the "SJRWMD") and in the future, in conjunction with the development of each particular phase within the Project, the Grantor/Developer, US Capital Alliance, LLC., and/or its successors or assigns in interest ("Grantor/Developer") will submit applications for permits to the SJRWMD, United States Army Corps of Engineers ("ACOE"), Department of Environmental Protection ("DEP") (the "ACOE," "DEP" and collectively, with the SJRWMD, the "Permitting Authorities") for the purpose of allowing for the development of the Project, as such are required and shall obtain all other necessary approvals from the applicable governmental authorities required to dredge and fill wetlands and to perform required mitigation and related site work (collectively, the "Wetland Permits").

B. — The Parties agree that any Wetland Permits which may be issued in the future and which impact the Conservation Area Property described on Exhibit "A" herein ("Conservation Area Property"), and shall be in a form reasonably acceptable to the Permitting Authorities, as applicable and the Grantor/Developer and, further, shall be consistent with the Development Order (as defined in the Special Warranty Deed attached hereto) and the Joint Stipulation (as defined in the Special Warranty Deed attached hereto). The Grantor/Developer and SJRWMDSJRWMD ("SJRWMDSJRWMD") agree to fully cooperate with respect to the regulatory processes associated with the application, review and issuance of Wetland Permits, or any amendments thereto. In this regard, the SJRWMDSJRWMD's participation shall include, but will not be limited to, the review, approval (or disapproval with specific reasons for disapproval based upon Development Order or Joint Stipulation), and execution of all applications, petitions and other instruments pertaining to the Wetland Permits in a diligent and timely manner, so as not to cause the Grantor/Developer any unnecessary or unreasonable delays in the approval process. The SJRWMDSJRWMD acknowledges that its review of the applications for Wetland Permits shall be to assure consistency with the Development Order, the Joint Stipulation, and this Special Warranty Deed Conditions, and it may not deny the Grantor/Developer the use of the Conservation Area Property for mitigation unless the proposed mitigation violates the terms of the Development Order or the Joint Stipulation.

C. — Within ten (10) business days of receipt of any permit applications or documents, the SJRWMDSJRWMD shall provide the Grantor/Developer with his or her approval and consent thereto. In the event the SJRWMDSJRWMD fails to provide the Grantor/Developer with a response within the ten (10) day business period, the application shall be deemed to be approved, and the SJRWMDSJRWMD shall be required to execute the application within three (3) business days thereafter. Should the SJRWMDSJRWMD disapprove of any such applications or documents, then he/she shall promptly provide the Grantor/Developer with detailed notice of its objections and state specific grounds therefor based upon the Development Order or Joint Stipulation. To the fullest extent practical, the SJRWMDSJRWMD, or his/her designee, shall have the right to attend all meetings, hearings, telephone conferences or other material interactions with the Permitting Authorities regarding the Wetland Permits, and the Grantor/Developer shall endeavor in good faith to provide the SJRWMDSJRWMD with advance written notice of such meetings, hearings, etc. at least forty-eight (48) hours prior thereto.

D. — ~~Once the Wetland Permits are issued by the Permitting Authorities, the Grantor/Developer may request modifications, changes, deviations, alterations, additions, supplements, or substitutions to the Wetland Permits, including modifications to seek additional mitigation credits associated with enhancement projects within the Conservation Area Property, with the prior written consent of the SJRWMD SJRWMD, which consent shall not be unreasonably withheld, conditioned, or delayed. The Parties agree that the SJRWMD SJRWMD may also request modifications, changes modifications, changes, deviations, alterations, additions, supplements or substitutions to the Wetland Permits in order to allow for its use of the Conservation Area Property, with the prior written consent of the Grantor/Developer, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that such modifications shall not adversely impact, interfere with, limit or restrict, in any way, the Grantor/Developer's use of the Conservation Area Property for wetland mitigation or otherwise impact the wetland mitigation value granted to the Grantor/Developer by the Wetland Permits or the Development Order or Joint Stipulation. Nothing herein shall limit or restrict the Grantor/Developer's rights under the Development Order, as amended from time to time or the Joint Stipulation. All rights reserved to Grantor contained in the Development Order and the Joint Stipulation shall be reserved herein by this reference and Grantee shall take no action that will adversely impact or limit Grantor's rights retained under the Development Order or Joint Stipulation including not limited to mitigation rights, timber rights, hunting rights, equestrian rights and such other rights retained by Grantor/Developer as set forth in the Development Order and Joint Stipulation. Such reservation of rights set forth in the Development Order and Joint Stipulation retained by the Grantor/Developer upon the conveyance of the Conservation Lands shall be reimposed as if stated in their entirety herein.~~

E. — ~~The Grantor/Developer may be permitted, at its sole cost and expense, to engage in certain environmental enhancement or restoration activities, in addition to those which are set forth in the Conceptual Permit, or which may be required pursuant to the Hydroperiod Restoration Plan or Wetland Permits, in order to increase the amount of mitigation credits which may be generated within the Conservation Area Property (the "Lift Projects"). Any Lift Projects shall be subject to the SJRWMD SJRWMD's written consent, which shall not be unreasonably withheld, conditioned, or delayed. The Grantor/ Developer shall apply for and complete any Lift Projects on or before January 1, 2032, unless such date is extended by law or approved by SJRWMD SJRWMD but shall remain responsible for any associated management and monitoring activities required by the Permitting Authorities.~~

F. — ~~The Grantor/Developer shall be entitled to claim future mitigation credits which may be associated with the Wetland Permits and/or the Conservation Easements, the construction of improvements pursuant to the Hydroperiod Restoration Plan, the Lift Projects, or any other additional environmental enhancement activities contemplated by this Agreement, in order to offset any mitigation requirements arising from the construction and development of the Project, providing that such credits are acceptable to the Permitting Authorities (the "Future Mitigation Credits").~~

G. — The Grantor/Developer shall be permitted to engage in soil excavation for a borrow pit/fire pond (the “Borrow Pit”) within the east section of the Conservation Area Property, as generally depicted in Exhibit “D” attached hereto. Grantor/ Developer shall be entitled to retain all rights to the fill material retrieved during the construction of the Borrow Pit and any revenues generated therefrom. The Borrow Pit shall not exceed 33 acres in size and shall be constructed in accordance with an earthmoving, haul route, and reclamation site plan (the “Excavation Plan”), which shall be agreed upon by the Grantor/Developer and the SJRWMD, prior to the initiation of permitting and construction. The Excavation Plan shall include, but not be limited to, parameters for contouring and sloping the Borrow Pit, maintaining suitable buffers from wetland areas, and for integrating the Borrow Pit with the existing pond as depicted in Exhibit “D”. The Grantor/Developer shall be responsible for obtaining all associated city, county, state, and federal regulatory permits and approvals on or before February 1, 2024, including, but not limited to, an amendment to any conservation easements, if required. The Grantor/Developer shall complete all excavation and reclamation activities within 5 years after construction of the Borrow Pit is initiated.

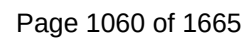
H. — The Grantor/Developer agrees to indemnify, defend and hold harmless the SJRWMD from any suits, actions, claims, losses or damage of any nature arising out of any damage to person or property caused by or arising from any act, omission, performance or nonperformance of the Grantor/Developer, its agents, servants, employees, or others under the Grantor/Developer’s direction or control; and to pay the SJRWMD all losses, damages, expenses, costs, and attorney’s fees, that the SJRWMD sustains because of a default by the Grantor/Developer under its permits. Grantee shall also indemnify Grantor/Developer against any and all claims, losses or damages including violations of any permits, conservation easements, Development Order or Joint Stipulation arising out of damage to person or property caused by or arising from any act, omission, performance or nonperformance of the SJRWMD, its agents, servants, employees, or others under the direction and/or control off the SJRWMD and to pay the Grantor/Developer for all losses, damages, expenses costs and attorney fees incurred by Grantor/Developer because of a default caused by the SJRWMD under the Development Order or the Joint Stipulation or any other activities conducted by the SJRWMD on the Conservation Area Property.

I. — Grantor/Developer shall retain a non-exclusive easement for the purpose of ingress, egress and access over, under and through the Conservation Area Property for the purposes of monitoring, maintaining, completing and performing restoration of wetlands or satisfying or performing any other permit requirements, to conduct such activities as may be required by a Management Plan; and to preserve and exercise such rights reserved to Grantor/Developer in the Development Order including but not limited to mitigation rights, hunting rights, equestrian activities and such other activities as are permitted under the Development Order and Joint Stipulation. — Further, Grantor/Developer shall retain all non-exclusive access rights for vehicular and pedestrian ingress and egress over, through and across the road known as the 40 Grade running through the Conservation Area Property from State Road 40.

J. — Any and all activities conducted by Grantee/SJRWMD within the Conservation Park Property shall be consistent with the requirements and restrictions set forth in the Development Order and Joint Stipulation and this instrument is not intended to grant any additional rights for

~~the benefit of the public other than as set forth in the Development Order. Grantee shall not conduct any activities within the Conservation Area Property that would restrict, limit, reduce or interfere in anyway with the rights reserved to the Grantor/Developer under the Development Order and Joint Stipulation including but not limited to the right to use the Conservation Area Property for mitigation credits for development.~~

K. — ~~At the execution and recording of this Special Warranty Deed, Grantee shall pay or assign to the Grantor/Developer Impact Fee Credits for conservation lands as required by the Development Order and Joint Stipulation for the fair market value of the Conservation Area Property.~~



This Instrument Prepared By:
Harold C. Hubka, Esquire
BLACK, CROTTY, SIMS, HUBKA,
BURNETT, BIRCH & SAMUELS
Post Office Box 265669
Daytona Beach, FL 32126-5669
(904) 253-8195

12/10/1996 11:35
Instrument # 96208966
Book: 4160
Page: 4280

Grantee City's Tax I.D. #: 59-6000398

Grantee District's Tax I.D.#: _____

WARRANTY DEED

THIS WARRANTY DEED is made this 22nd day of November, 1996, by
GEORGIA-PACIFIC INVESTMENT COMPANY, an Oregon corporation, 133 Peachtree
Street, N.E., Atlanta, GA 30303 (hereinafter the "Grantor") and delivered to the **CITY**
OF ORMOND BEACH, FLORIDA, a Florida municipal corporation, Post Office Box 277,
Ormond Beach, FL 32175-0277 and the **ST. JOHNS RIVER WATER MANAGEMENT**
DISTRICT, Post Office Box 1429, Palatka, FL 32178-1429 (hereinafter the City of
Ormond Beach, Florida and the St. Johns River Water Management District are
inclusively referred to as the "Grantees").

WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten (\$10.00) Dollars
and other good and valuable consideration, receipt of which is hereby acknowledged,
hereby deeds, transfers, grants, bargains, sells, remises, conveys and confirms unto
the Grantees, as tenants in common, fee simple title to certain land situated in
Ormond Beach, Volusia County, Florida, located within Volusia County Property
Appraiser's Tax Parcel Identification Number 4127-00-00-0010, and more particularly
described and shown as Parcel "A" on the Plat of Chelsford Heights, Unit 5, Phase I
of Hunter's Ridge Subdivision as recorded in Map Book 45, Pages 181 through 183
, Public Records of Volusia County, Florida, with St. Johns River Water Management
District and the City of Ormond Beach, Florida each taking an undivided one-half

interest in the land, subject, however, to all easements, limitations and use restrictions of record or reflected in said Plat or reflected in the Declaration Of Covenants And Restrictions for the Hunter's Ridge Subdivision, recorded in Official Records Book 3457, Pages 1623-1676, Public Records of Volusia County, Florida, as amended,

Together with all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining to said land.

And the Grantor hereby covenants with said Grantees that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except as specifically provided hereinabove.

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents on the day and year first above written.

GRANTOR:
GEORGIA-PACIFIC INVESTMENT COMPANY,
an Oregon corporation

BY: Gerald E. Upson
GERALD E. UPSON, Project Management
authorized to sign for Georgia-Pacific
Investment Company

Signed, sealed in the
presence of:

Tonya L. Burnside
Printed Name: Tonya L. Burnside

Tom R. R. R. R. R.
Printed Name: TOM R. R. R. R. R.

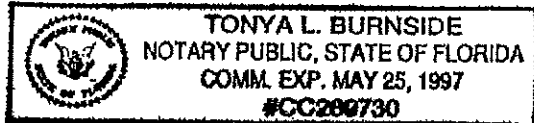
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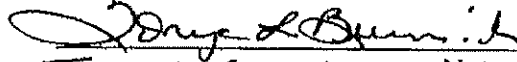
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Page: 4282
Diane M. Matousek
Volusia County, Clerk of Court

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me for the purposes expressed therein this 22nd day of November, 1996 by GERALD E. UPSON, Project Manager authorized to sign on behalf of GEORGIA-PACIFIC INVESTMENT COMPANY and who is personally known to me and who did/did not take an oath.




Tonya L. Burnside, Notary Public
State of Florida-at-Large
My commission expires:

(NOTARIAL SEAL)

Mary Murphy

From: Kim Booker
Sent: Tuesday, November 15, 2022 12:02 PM
To: Sean S. Moylan; Adam Mengel, AICP, LEED AP BD+C
Cc: Glen Fishman; Jake Beren; Kimberly A. Buck; Mary Murphy
Subject: modifications to NOPC
Attachments: REF-PH-Amend Hunters Ridge DRI DO-01b) HR DO ex A - Conditions 111522 final clean.pdf; REF-PH-Amend Hunters Ridge DRI DO-01b) HR DO ex A - Conditions 111522 final redline.docx; Conservation Park Agreement (002) (002).pdf; Exhibit 2 to DRI- Retail Water Wastewater Service Agreement for the HR Development in Flagler County -Dec 2009.pdf; Retail Utility Service Agreement for HR DRI Service Area - 11717 Flagler County.pdf; letter to Sean Moylan, County Attorney 111522.pdf

Please see attached correspondence, clean and redline versions of the revised NOPC based upon our discussions on October 7, 2022, Conservation Park Agreement, Retail Utility Agreement dated November 7, 2017 and Exhibit 2- Interlocal Agreement Retail Water and Wastewater Service Agreement for HR for your review. Please let me know if you need anything else regarding this matter.

Kim C. Booker, Attorney at Law
Booker & Associates, P.A.
1019 Town Center Drive, Suite 201
Orange City, Florida 32763
Telephone (386) 774-6552
Fax (386) 774 -5997

This communication is intended to be a confidential and privileged communication protected by attorney client privilege. If you are the unintended recipient of this communication, please notify my office immediately at 386 774 6552. Due to increased risk of fraud, please confirm any and all wiring instructions before sending any wires to our office.

BOOKER & ASSOCIATES, P.A.
ATTORNEYS AT LAW

KIM C. BOOKER
kbooker@bookerandassoc.com
GISSELLE CALDERON-CRUZ
GisselleC@bookerandassoc.com

1019 TOWN CENTER DRIVE, SUITE 201
ORANGE CITY, FLORIDA 32763
PHONE (386) 774-6552
FAX (386) 774-5997

November 15, 2022

Sent by Email: smoylan@flaglercounty.gov

Sean S. Moylan,
Assistant County Attorney
Flagler County
1769 E Moody Blvd., Building 2
Bunnell, Florida 32110

Re: Hunter's Ridge NOPC /Hunter's Ridge DRI

Dear Sean,

As a follow up to our meeting on October 7, 2022 at 10 am, I have set forth below a summary as to the items discussed and the resolution of those items as to the County's proposed redline changes to my client's NOPC application.

1. Language in the whereas clause referenced "proposed sports and recreation complex" should be deleted since this was never adopted only discussed.
2. Discussed changing table to allow allocation of industrial use to ALF site. No real objections to the proposal.
3. Page 20, remove the language regarding the "school site" which no longer exists in paragraph e on page 20. This change is just to conform to removal of school site from plan in the last NOPC adopted with school impact fee agreement.
4. Leave the option on page 21 which provides that the community park "may" be for Hunter's Ridge resident's only.
5. Agree that changes to pages 22 and 23 would be changed to provide a procedure similar to the conservation park agreement providing for a 10 day review period and thereafter, if no response, approval shall be deemed given to the expenditures for the golf course agreement. I have attached the conservation park agreement for your review.
6. As changes to on pages 24 and 26, the Developer objects to these changes in the NOPC as they are unnecessary and create confusion since the existing Retail Water and Waste Water Agreements with Ormond address these matters in greater detail or Florida and Flagler County permitting requirements are controlling. More specifically, on page 24, paragraph 7 (b) of the redlined version of the proposed NOPC, the following language is unnecessary:

“the Developer shall provide the City of Ormond Beach easements necessity to provide the water and wastewater utility service”

This language is not required since the Retail Water and Wastewater Service Agreement for the Hunter’s Ridge Development in Flagler County dated November 9, 2009 provides in paragraph 3.2 the following language:

3.2 All existing or required interconnecting pipelines and associated infrastructure shall be constructed by the DRI developer and conveyed to the City as required by the City. **All easements deemed necessary by the City shall be granted by the DRI Developer to contain all infrastructure conveyed.**

In addition, the Retail Utility Service Agreement for Hunter’s Ridge DRI Service Area dated November 7, 2017 (“2017 Agreement”), contains extensive language in Section 4, paragraphs 4.1, 4.2 and 4.3 on page 5, regarding the obligation of the Developer to convey easements and infrastructure for the utilities and incorporates the form of the easement as Exhibit D to the agreement to be used for said purposes. I have attached the 2017 Agreement for your review.

As to the design of any stormwater systems on page 26, that which flow into the City of Ormond, there are a number of wetland systems and stormwater discharge areas that are governed by SJRWMD and require additional oversight and permits from the jurisdiction within which the system is located which would be Flagler County and SJRWMD. Accordingly, the stormwater design is a jurisdictional issue with Flagler County. The DRI contains conditions within the DRI that require the Development to satisfy Best Management Practices, for erosion control in by the applicable NPDES permit (see 8 b, page 25). The design takes into consideration the impacts on any discharge areas whether such impacts are lying in Ormond or Flagler because it is part of the DRI. This is a permitting issue to be handled by the appropriate jurisdiction not by language that will make it more confusing and is contrary to the permitting requirements established by Flagler County and state law. The DRI specifically requires, in paragraph 12 on page 48 of the proposed NOPC, that the Developer must comply with all current laws and regulations for all development which would include stormwater permits. The stormwater design is primarily controlled by SJRWMD and such coordination with Ormond is not required by law.

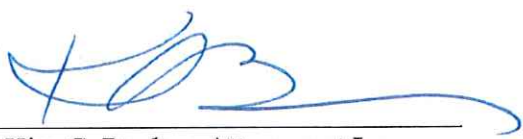
7. Changes proposed on page 40 shall be accepted (deletion of waiver language).
8. Changes to page 50 imposing a restrictive covenant requiring the County to approve any transfer of development rights under the DRI is adamantly rejected and opposed. Such a restraint on alienation proposed by a governmental entity is equivalent to a taking under Florida law. The Developer is entitled to transfer and has transferred rights under the DRI to new developers during the entire term of the DRI and the County’s request to consent to all transfers is not acceptable restraint on the Developers ability to develop or sell to individuals freely and voluntarily, without government interference of the transaction. The current DRI

requires the property to be conveyed subject to the terms of the DRI, which is sufficient protection for the County.

In conclusion, I have made the changes to the NOPC based upon the foregoing discussion and I have attached the revised NOPC hereto for your review. If you have any other questions regarding this matter, please feel free to contact me. I appreciate your attention to this matter.

Sincerely,

Booker & Associates, P.A.

By: 
Kim C. Booker, Attorney at Law

cc: Glen Fishman, US Capital Alliance, LLC.
Jake Beren, Project Manager US Capital Alliance, LLC.
Kimberly Buck, P.E., Alann Engineering Group, Inc.



CITY OF ORMOND BEACH

Office of the City Attorney • P.O. Box 277 • 173 South Beach Street • Ormond Beach, FL 32175-0277 • (386) 676-3217 • Fax (386) 676-3321

December 5, 2022

Michael Chiumento, Esq.
Chiumento Law
145 City Place, Suite 301
Palm Coast, FL 32164

**Re: Developer's obligation to convey conservation lands in Hunter's Ridge DRI;
developer's demand to condition the conveyance on receiving impact fee credits.**

Dear Mike,

Thank you, and your clients, for meeting with city staff on November 16th. We are delighted to share our knowledge regarding matters related to the Hunter's Ridge DRI, and we are available to assist you and your clients within the parameters of the DRI.

In 1991, the FLWAC issued two DRI development orders for the Hunter's Ridge development - one for Ormond Beach and the other for Flagler County. The respective development orders require the developer, and its successors, to convey certain conservation lands described as Parcel "A" and Parcel "B" to Ormond Beach, Flagler County, and St. Johns River Water Management District "(SJRWMD)", within the respective jurisdictions.

In 1996, the original developer conveyed to Ormond Beach and SJRWMD the portion of Parcel "A" that was situated within the city. However, the portion of Parcel "B" that is situated within the city has not been conveyed. The conveyance of Parcel "B" is now at issue.

Ms. Booker's letter of September 23, 2022, conditioned the conveyance of Parcel B on the city granting impact fee credits to your clients. At the meeting on November 16, your clients indicated that they are not seeking impact fee credits from the city, which we indicated are not available under the city's land development regulations. Please advise if you have a different understanding. As you read the analysis below, it will become clear that your client's obligation to convey Parcel "B" is absolute, without conditions, and that the conservation lands must be conveyed to the city and SJRWMD without delay in accordance with the DRI, especially considering the fact that Parcel A" was conveyed in 1996.

Your clients also indicated that they were not going to pursue utilizing, and thus expanding the footprint of, the borrow pit in Parcel "B" to facilitate development on the Flagler County side of the DRI. Please advise if you have a different understanding. We also discussed requirements of the DRI regarding your client's obligation to prepare a hydroperiod restoration plan that is acceptable to the city and SJRWMD, and for your clients to complete the restoration elements of such plan. Please find attached, correspondence from 1991 to 1993 between former City Attorney Fred Disslekoen, Doyle Tumbelson as the attorney for

the developer, and Jerry Upson on behalf of the developer, regarding this developer-related obligation.

The analysis that follows below also addresses the conditions in the DRI that pertain to the availability of mitigation credits and impact fee credits. You will note that applicable conditions in the DRI are set forth as Special Conditions in Exhibit B-B to the DRI, and again as numbered paragraphs in the Joint Stipulation. Please let me know if you have any questions.

Conveyance of Conservation Lands

Special Condition 3.5

*“The Applicant **shall convey** the lands enumerated (hereafter “**Conservation Lands**”) in the Joint Stipulation dated December 6, 1990 (which is attached and incorporated herein as Exhibit B-B) and entered into by and among the Florida Audubon Society, the City of Ormond Beach, Flagler County, and the Applicant, in a manner consistent with said Joint Stipulation.”*

Joint Stipulation

*“1. The developer removes from development and agrees to **convey the lands identified as parcels “A” and “B”** on Exhibit A an undivided one half interest in parcels “A” and “B” to the St. Johns River Water Management District and an undivided one half interest to Flagler County for those portions of parcels “A” and “B” located within Flagler County, and **an undivided one half interest to the City of Ormond Beach** for those portions of Parcels “A” and “B” located within the City of Ormond Beach, **subject to the following:***

*“(a) Conveyance of **Parcel A** shall be by **Fee Simple Warranty Deed.**” [This parcel was conveyed in 1996]*

*“(b) Conveyance of **Parcel B** shall be by **Fee Simple Warranty Deed, reserving** to the grantor and its heirs, successors and assigns certain specified **timber** interests, **equestrian** use rights, and **hunting** interests as further specified below.” [This parcel has not been conveyed]*

Key Points

(a) The developer’s obligation to convey the conservation lands is absolute and without condition, subject only to a reservation of specific limited uses by the developer for: (i) specified timber interests; (ii) equestrian uses; and (iii) specified hunting interests.

(b) The developer may not condition the conveyance of the conservation lands on the receipt of mitigation credits or impact fee credits.

(c) The developer's obligation to convey the Conservation Lands is separate from the issue as to whether or not the developer may "claim" an entitlement to mitigation credits and/or impact fee credits.

Uses and Deed Restrictions

Special Condition 3.5 (Uses)

"A. The conservation lands shall be used and managed exclusively for the maintenance, preservation, and restoration of the native upland and wetland ecosystems historically existent on the Conservation Lands and used for compatible environmental educational activities (hiking, birdwatching, nature study, fishing, and like activities that do not require the construction of facilities otherwise prohibited by a conservation easement."

"B. Any development activities, waste disposal, excavation, filling, well drilling, construction (other than the excavation and filling necessary to restore the natural hydroperiod of the area and limited construction of the environmental educational facilities such as nature trails and boardwalks) shall be strictly prohibited."

"C. The use, or possession, of off road vehicles, such as all terrain vehicles, swamp or dune buggies, by members of the public will be strictly prohibited on the Conservation Lands."

"D. The hunting rights to the Conservation Lands shall be retained by the Applicant, its successors and assigns, for deer and feral hogs only. Otherwise, hunting shall be prohibited."

"E. The Applicant shall retain the right to conduct equestrian activities on the Conservation Lands in a manner approved by the St. Johns River Water Management District."

*"H. Any timber interests retained by the Applicant in the Conservation Lands shall be for limited silvicultural purposes relative to the harvest of pine trees. It is anticipated, and the **Applicant agrees**, that the **hydroperiod restoration required** under this condition will result in major portions of **Parcel "B"** of the Conservation Lands undergoing transition to a wetland state that will no longer facilitate the cultivation and harvest of pine. The Applicant may continue to exercise pine timber management and harvest on the property once the natural hydroperiod is restored, **under a plan which is acceptable** to the St. Johns River Water Management District, Flagler County, and the **City of Ormond Beach**, and which plan is designed to limit pine silvicultural practices to only those compatible with the restored hydroperiod of the area, and which plan provides a maximization of wildlife benefits, as determined*

by the St. Johns River Water Management District.”

Joint Stipulation (Uses)

“4. The timber interests retained by Florida Georgia and its heirs, successors and assigns in **Parcel “B”** shall be for limited silvicultural purposes relative to the harvest of pine trees. It is anticipated, and Florida Georgia agrees, that the **hydroperiod restoration required** under this stipulation will result in major portions of **Parcel “B”** undergoing transition to a wetland state that will no longer facilitate the cultivation and harvest of pine Florida Georgia may continue to exercise pine timber management and harvest on the property once the natural hydroperiod is restored, **under a plan acceptable to the St. Johns River Management District, Flagler County, and the City of Ormond Beach** which is designed to limit pine silvicultural practices to only those compatible with the restored hydroperiod of the area, and provide a maximization of wildlife benefits, as determined by the St. Johns River Water Management District.”

“5. Florida Georgia, its heirs, successors and assigns shall retain their right to (in a manner approved by the St. Johns River Water Management District), to conduct equestrian activities on the lands conveyed to the district. The hunting rights to the property shall be retained by Florida Georgia, its heirs, successors, and assigns, for deer and feral hogs only.”

Joint Stipulation (Deed Restrictions)

“2. The above conveyances shall be subject to the following deed restrictions:

“(a) The use and management of the lands conveyed shall be exclusively for maintenance, preservation, and restoration of native upland and wetland ecosystems historically existent on the property and use for compatible environmental education activities and passive recreational activities. No use for any purpose other than those specified above shall be permitted. Any development activities, waste disposal, excavation, filling, well drilling, construction, **(other than excavation and filling necessary to restore the natural hydroperiod of the area and limited construction of environmental education facilities such as nature trails and boardwalk)** shall be strictly prohibited. Passive recreation as used herein shall mean hiking, birdwatching, nature study, fishing, and like activities that do not require construction of facilities otherwise prohibited by the conservation easement. The use or possession of off-road vehicles such as all-terrain motorcycles, swamp or dune buggies by members of the public will be strictly prohibited on the property. Hunting shall be prohibited, except as specified in Paragraph 5 below [i.e., for deer and feral hogs by the developer and successors in interest]. The Florida Audubon Society shall have standing to enforce the deed restrictions, and said fact shall be included in the

conveyance of Parcels A and B as provided in Paragraph 1 of this Stipulation”.

Key Points

- (a) Activities in the conservation lands are prohibited except excavating and filling to restore the natural hydroperiod and limited construction of environmental educational facilities such as nature trails and boardwalks.
- (b) Hunting rights reserved to the developer are limited to deer and feral hog only.
- (c) Equestrian use is reserved to the developer, as may be approved by SJRWMD.
- (d) Timber interests reserved to the developer are limited to harvesting pine trees as the conservation lands transition to a wetland state as a result of the hydroperiod restorative activities.
- (e) Hydroperiod restoration is to be completed under a “*plan which is acceptable to*” Ormond Beach, Flagler County, and SJRWMD, respectively. The city has not approved or accepted a hydroperiod restoration plan.
- (f) The conveyance of the conservation lands is subject to certain deed restrictions regarding specified uses that are allowed/prohibited as described in paragraph 2 of the Joint Stipulation.

Hydroperiod Restoration

Special Condition 3.5

“F. To the extent permitted by the future grantees of the Conservation Lands, the Applicant shall assist, at its own expense with regard to the use of manpower and equipment, with certain environmental restoration activities necessary to reestablish a more natural hydroperiod on the Conservation Lands. The objective of this restoration shall be the elimination of drainage provided by all of the ditches that have been constructed through the Conservation Lands. This program will involve the installation of water control structures in existing ditches including, without limitation, the Hull Cypress Swamp Ditch, so that the current overdrainage of the area is reversed. Within six (6) months after the final action by the Florida Land and Water Adjudicatory Commission on this appeal, or within six (6) months after the issuance of a development order by the City of Ormond Beach or Flagler County for the project, or any portion thereof, (whichever occurs later) the Applicant shall assist the St. Johns River Water Management District, and as may be permitted by the future grantees of the Conservation

Lands in the completion of a plan for the restoration of the natural hydroperiod in the Conservation Lands. Within one (1) year after the completion of this plan, the Applicant shall assist the St. Johns River Water Management District with the completion of the construction elements of the plan as may be permitted by the future grantees of the Conservation Lands. The Applicant shall provide, at its own expense, manpower and earth moving machinery to plug ditches, breach levees or fill berms, and all other physical earth moving work necessary to implement the restoration plan developed in conjunction with the St. Johns River Water Management District. This plan, generally, shall:

(i) provide for the plugging, or installation of water control structures in the Hull Cypress Swamp Ditch, to restore the hydroperiod of the Hull Cypress Swamp;

(ii) create openings in the fill berm along the Hull Cypress Swamp Ditch to reflood the wetland strand that exists parallel to the ditch, and divert the flow of the ditch through the wetland area in the strand adjacent to the ditch;

(iii) plug or install water control structures in all other manmade canals or ditches on the property as may be necessary to restore the historical hydroperiod.”

“G. Any delay in the authorization or completion of work to restore the hydroperiod beyond the time frames specified above that may be occasioned by the future landowners environmental permitting requirements, or other unforeseen events, shall not relieve the Applicant of the obligation to provide manpower and earthmoving equipment to conduct the work specified above.”

Joint Stipulation

“3. Florida-Georgia Venture Group agrees to conduct, as may be permitted by the future owners of the property as specified in paragraph (1) above and at its expense with regard to the use of manpower and equipment, certain environmental restoration activities necessary to reestablish a more natural hydroperiod in parcels “A” and “B” above. The objective of this restoration shall be the elimination of drainage provided by all of the ditches that have been constructed through parcels “A” and “B” as described above. This program will include installation of water control structures in existing ditches, including without limitation the Hull Cypress Swamp Ditch, so that the current overdrainage of the area is reversed. Within 6 months of the final action by the Land and water Adjudicatory Commission of this appeal, or within 6 months of the issuance of a Development Order by the City of Ormond Beach or Flagler County for the Hunter’s Ridge Project, or any

*portion thereof, (whichever occurs later) **Florida Georgia shall complete, in cooperation with the St. Johns River Water Management District, and as may be permitted by the future owners of the property as specified in Paragraph 1 above, a plan for the restoration of the natural hydroperiod in the above described area. Within one year subsequent to the completion of this plan, the construction element of the plan shall be completed by Florida Georgia, in cooperation with the St. Johns River Water Management District as may be permitted by the future owners of as specified in Paragraph 1. Florida Georgia agrees that it will provide at its own expense, manpower and earthmoving machinery to plug ditches, breech levees or fill berms, and all other physical earthmoving work necessary to implement the restoration plan developed in conjunction with St. Johns River Water Management District. This plan, generally, shall:***

(a) Provide for the plugging, or installation of water control structures in the Hull Cypress Swamp ditch, to restore the hydroperiod of the Hull Cypress Swamp.

(b) Provide for gaps in the fill berm along the Hull Cypress Swamp Ditch to reflood the wetland strand that exists parallel to the ditch, and divert flow of the ditch through the wetland area in the strand adjacent to the ditch.

(c) Plug, or install water control structures in all other manmade canals or ditches on the property as may be necessary to restore the historical hydroperiod.

Any delay in the authorization of work to restore the hydroperiod beyond the time frames specified above that may be occasioned by the future landowners, environmental permitting requirements, or other unforeseen events shall not relieve Florida Georgia of the obligation to provide manpower and earthmoving equipment to conduct the work specified above.”

Key Points

(a) Developer was required within six-months after final action by FLWAC or within six-months after the issuance of a development order by Ormond Beach or Flagler County, to assist in the completion of a hydroperiod restoration plan.

(b) Developer was required within one-year after completion of the hydroperiod restoration plan to complete the construction elements of the plan “as may be permitted by the future grantees of the conservation lands.”

(c) The circumstances suggest that the developer’s obligation to prepare a

hydroperiod restoration plan acceptable to the city and SJRWMD, and the developer's obligation to complete the construction elements of such plan remain unfulfilled.

Mitigation and Impact Fee Credits

Special Condition 3.5

*"I. The Applicant shall be entitled to claim **"Mitigation Credits"** for that part of the **hydroperiod restoration work** required by this Condition 3.5 and performed in Volusia County, in order to offset any mitigation requirement arising from the construction of the Hunter's Ridge DRI, but only to the extent allowable under the City of Ormond Beach land development regulations in effect at the time of application for final development approval of any portion of the project."*

*"J. **Impact fee credits** for the "Conservation Lands" will be awarded on a full-value basis, **not to exceed the amount of applicable impact fees or the total value of such lands for conservation use** based on an MAI appraisal to be submitted by the Applicant, **whichever is less.**"*

Joint Stipulation

*"6. Florida Georgia and its heirs, successors and assigns shall be entitled to claim **"Mitigation Credits"** for the hydroperiod restoration work required by Paragraph 3 above to offset any mitigation requirement arising from the construction of the Hunters Ridge Development, including both those phases authorized by the development orders issued as a result of this proceeding, and any future substantial deviation that is specified in this proceeding. Said mitigation credits shall be available to Florida Georgia provided that such credits are acceptable to the various state and federal regulatory agencies that are not parties to this proceeding. Said credits shall only be applicable on an acre per acre basis within the City of Ormond Beach, and Flagler County, respectively, as to future approvals of substantial deviations, and credits obtained within one jurisdiction of one local government shall not transfer to the other [followed by this handwritten notation – "unless otherwise provided by law.]"*

Key Points

(a) "Mitigation Credits" are to be based on the completion of the hydroperiod restoration work under an approved plan that may be required to offset mitigation requirements related to the construction of Hunter's Ridge DRI. No such plan has been provided, accepted, or completed. Further, mitigation credits for restoration work performed in one jurisdiction are not transferrable to another jurisdiction.

(b) "Impact fee credits" are tied to the completion of the hydroperiod restoration work to be completed by the developer in accordance with a hydroperiod restoration plan that is to be approved and accepted by the Ormond Beach and SJRWMD. Ormond Beach has not approved or accepted a hydroperiod restoration plan; nor has the city permitted restoration work in the conservation lands. Further, Ormond Beach's land development regulations do not authorize the award of impact fees for environmental impact purposes. Impact fee credits are not available to the developer for the stated reasons.

Recovery of Attorney's Fees

Decision and Order Granting the Application For Development Approval

"III., 7 (at page 13) ... If the City is a party in any judicial or administrative proceeding to enforce this development order, the Applicant or its successor shall pay the City, if the City prevails, its reasonable attorney's fees and costs of such action. ... The venue for enforcement of this Development Order shall be the Circuit Court of Volusia County, Florida."

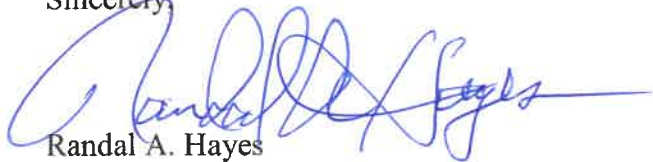
Key Points

- (a) The city is entitled to recover its attorney's fees and costs in the event legal action is required to compel performance under the development order.

In closing, I would encourage your clients to complete the conveyance of Parcel "B" of the conservation lands without further delay and without the imposition of conditions, in accordance with the DRI. Separate from the conveyance of Parcel "B", your clients also need to prepare a hydroperiod restoration plan that is acceptable to the city and SJRWMD, and to complete the restoration work in coordination with SJRWMD. In that regard, it is imperative that your clients coordinate their efforts with the city, SJRWMD, and Flagler County where applicable.

Please let me know if you have any questions or desire further information.

Sincerely,



Randal A. Hayes
City Attorney

July 16, 1991

J. Doyle Tumbleson, Esquire
Kinsey Vincent Pyle P.A.
150 South Palmetto Avenue
Daytona Beach, Florida 32114

Re: Hunter's Ridge DRI

Dear Doyle:

This is written primarily as a future point of reference for us as the referenced project is developed through the years.

In going through the final Development Order, it would appear to me that the following items need to be addressed and accomplished:

1. Annual reports will be due beginning July 1, 1992; the City's copy is to go to the Planning Director. ✓
2. Physical development is to begin from the date the Notice of D.O. is recorded; please provide me with a copy of the recorded Notice. This is the Applicant's duty per Paragraph 15 of the Joint Stipulation. ✓
3. The HEC II analysis described in Paragraph 2.1B of the Joint Stipulation must be provided if it has not been already.
4. All wetlands in each subsequent phase must be identified and dedicated, in accordance with Paragraph 2.7, before such area is platted. ✓
5. The lands enumerated in the December 6, 1990, Joint Stipulation need to be conveyed in a manner consistent with that Stipulation, and Paragraph 3.5 of the overall Joint Stipulation. ✓
6. A plan for the restoration of the natural hydroperiod should be completed by November 30, 1991; the construction element of the plan would then be completed by November 30, 1992. ✓

J. Doyle Tumbleson, Esquire
Kinsey Vincent Pyle P.A.
July 16, 1991
Re: Hunter's Ridge DRI
Page 2

7. The surface water and wetland biological monitoring program described in Paragraph 7.10 of the Development Order must be established and operated. ✓
8. An agreement needs to be entered into by May 30, 1992, between Florida-Georgia Venture Group, Flagler County, Volusia County, and the City, to address and clarify transportation issues related to equity in the application of fees for roadway improvements. I suggest that your office take the lead in getting this matter on the drawing board. ✓
9. I have noted to appropriate City staff members the various other agreements with Flagler County which should be explored, and all applicable time limits. ✓
10. Current covenants and restrictions need to be amended to address the employment of a ride-sharing coordinator (per Paragraph 11.13). OK
11. The traffic-monitoring program must begin by May 30, 1992, and continue annually thereafter. ✓
12. 14 units must be constructed in Phase I by May 30, 1996. I construe this to include Unit I of the Shadow Crossings project. Do you concur? ✓
13. The 40-acre site for wastewater treatment/recreation needs to be fully conveyed; our current deed is for 20 acres. Also, recent City Commission workshops reflected a recommendation by the fire chief that this site be utilized for public safety. One suggestion would be to combine the 3.75-acre Airport Road public safety site with this parcel, but it doesn't appear there is adequate land available. Another alternative is to wrap the school site around the public safety site, moving the latter to the Airport Road corner just west of the wastewater plant site (see attached sketch). At any rate, a 3.75-acre public safety site needs to be conveyed as soon as possible (July 31, 1991, per the D.O.), as I believe plans are for rather immediate construction. Please note that this construction will also trigger the requirement to construct Airport Road west to the site and an all-weather road from the site to Shadow Crossings. ✓

J. Doyle Tumbleson, Esquire
Kinsey Vincent Pyle P.A.
July 16, 1991
Re: Hunter's Ridge DRI
Page 3

14. The 38-acre West Ormond Recreational/Cultural Facilities site needs to be located and conveyed. ✓
15. There needs to be a deed-swap for the 15-acre water treatment plant site. As you know we received a deed earlier for this site, but it was located farther to the west, in accordance with the original plan. This site needs to be located so it is adjacent to the new alignment of Airport Road. ✓
16. As to the 1.5 acre public safety site on S.R. 40, I suggest we hold this in abeyance until a future date, as there are no immediate plans for use of this site that I am aware of. We can revisit this matter on an annual basis. ✓
17. There also needs to be a deed-swap for the Airport Road right-of-way. I do hope that Jerry Upson will get together with Dick Jacobs, Steve Jones and David Day, to achieve the best possible alignment for this important road prior to preparation of a legal description. Also, I suggest that the legal be double-checked to be sure it runs from Tymber Creek to S.R. 40, without any jogs or gaps. We especially need to ensure there are no gaps between the road right-of-way and any of the public facility sites to be conveyed. ✓

I believe the foregoing covers all of the items which need attention in the near future. If you know of any others, please let me know. Also, if you have any comments or suggestions on any of the foregoing, please let me know.

Thank you for your attention in this matter.

Sincerely,



FRED S. DISSELKOEN, JR.

FSD\mpl
Enclosure

cc: Steven F. Jones, P.E., City Engineer
Richard A. Jacobs, AICP, Planning Director

Kinsey Vincent Pyle

PROFESSIONAL ASSOCIATION

ATTORNEYS AT LAW

Post Office Box 3096
Daytona Beach, Florida 32118-0096
Telephone (904) 252-1561

150 South Palmetto Avenue, Box A
Daytona Beach, Florida 32114
Fax Telephone (904) 254-6157

September 25, 1991

Fred S. Disselkoen, Jr.
City Attorney
City of Ormond Beach
22 S. Beach Street
P.O. Box 277
Ormond Beach, Florida 32175-0277

Re: Hunter's Ridge DRI

Dear Fred:

By letter dated July 16, 1991, you outlined a number of items which you believe need to be addressed and accomplished for future reference. You have solicited my comments regarding those matters which are set forth below in paragraphs which correspond to the numbered paragraphs in your letter.

1. Agree.

2. I agree that it is our duty, pursuant to Paragraph 16 of the Joint Stipulation to record the Notice. It has taken me all of these months to obtain a certified copy of the Amended Final Order for recording, as required by the statute. Indeed, the certified order finally provided me by the staff does not contain a typical certification, however, I am going to record what I have been able to obtain. When the recorded Notice and Order are returned from recording by the Clerk's Office, I will furnish you a recorded copy. ✓

3. This activity was completed prior to the Administrative Hearing. If you will recall, the HEC II analysis was submitted to Steve Jones, along with an application to FEMA for determination of the revised 100 year floodplain designation. As you also will recall, FEMA did in fact make that determination. ✓

4. Agree.

5. Agree. I understand that Jerry Upson is working with the surveyors to refine the legal description. By copy of this letter, I am requesting that Jerry follow up with you on the status of this matter.

Roy E. Kinsey
1917 - 1984

C. Aubrey Vincent, Jr.
1919 - 1977

Frank L. Pyle
1919 - 1988

Fred S. Disselkoen, City Attorney
Re: Hunter's Ridge DRI
September 25, 1991
Page 2

6. Agree. Jerry is working with the engineers on this item and he will follow up with you. ✓

7. Agree and understand this matter is under way.

8. Agree.

9. No reply.

10. I do not believe that the current covenants and restrictions need to be amended. The Development Order is recorded, and, pursuant to the statute and the Notice, constitutes a land development regulation and accordingly, would not appear to require an amendment of the covenants and restrictions. If this item were to be added to the covenants and restrictions, seemingly so would every other item contained within the Development Order.

11. Agree.

12. Agree.

13. Agree. I understand that you have been working directly with Tommy and Jerry on this item.

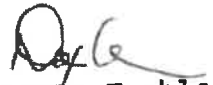
14. Agree. Jerry will follow up on this with you.

15. Agree. Jerry will follow up on this item as well.

16. Agree.

17. Agree. Here again I understand that you have discussed this item directly with Tommy and Jerry.

Very truly yours,


J. Doyle Tumbleson

JDT:jh
cc: Thomas L. Durrance
Gerald Upson

CITY OF ORMOND BEACH

FLORIDA



The Birthplace of Speed

OFFICE OF CITY ATTORNEY

December 23, 1992

Mr. Gerald E. Upson
Florida-Georgia Venture Group
100 Shadow Crossings Boulevard
Ormond Beach, Florida 32174

Re: Hunter's Ridge DRI
Development Order

Dear Jerry:

I am writing in regard to several matters relative to the Development Order.

One, to my knowledge, the conveyance of the Conservation Lands (Paragraph 3.5 of the Special Conditions) has yet to occur. We need to expedite this if at all possible.

Secondly, please advise as to what steps have been taken with respect to the restoration activities necessary to reestablish the hydroperiod on the Conservation Lands. This was supposed to have been completed by November 30, 1992, but since it required action by the SJRWMD, I don't know where this stands to date.

Finally, as I trust you are aware, Fire Station No. 4 will soon be under construction on the site previously conveyed to the City. Paragraph 10.2 of the Special Conditions require Florida-Georgia Venture Group to "construct Airport Road west to the site to all City road standards and shall construct all-weather access roads from the site to all developed portions of the subject property including, but not limited to, Shadow Crossings" prior to the completion of construction of this fire station. Please coordinate the road construction with Steve Jones and Chief Jacobs so that this Paragraph will be complied with. My understanding is that the pavement put on Airport Road previously was not installed to all City road standards, so I believe it to have been the

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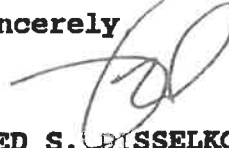
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Mr. Gerald E. Upson
Florida-Georgia Venture Group
December 23, 1992
Re: Hunter's Ridge DRI
Development Order
Page 2

intention of the parties that the Airport Road construction be from Tymber Creek Road west to the fire station.

We appreciate your continuing efforts in making this a fine project and wish you and yours a happy holiday season.

Sincerely

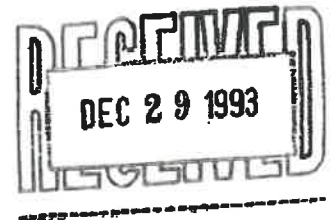


FRED S. DISSELKOEN, JR.
City Attorney

FSD\mpl

cc: Steven F. Jones, P.E., City Engineer
Ronald D. Jacobs, Fire Chief
Patricia Acosta, AICP, Planner

fsd\192-1163



December 28, 1993 **A Community by Georgia-Pacific Investment Company**

Mr. Fred S. Disselkoen, Jr.
City Attorney
City of Ormond Beach
22 South Beach Street
Ormond Beach, FL 32175-0277

RE: Hunter's Ridge DRI
Development Order

Dear Fred:

This letter is in response to the questions you had in your letters dated 12/23/92 & 12/7/93.

Prior to conveyance of the Conservation Lands we would like to have all the restoration and trails for Equestrian activities permits and design approved by St. Johns River Water Management.

After two years of trying to obtain a design from SJRWM, which according to the DRI was the responsibility of the future owners (City of Beach, Flagler County & SJRWM), we found it necessary to proceed and push for the design. On November 15, of this year I met with Henry Dean, Director, Todd Gipe, Senior Land Resource Specialist Division of Land Management and Sandie McGee, Environmental Specialist Department of Resource Management, all of SJRWM to resolve the matter of who would set the standards for the rehydration design. This meeting proved to be very successful as the method of rehydration was presented and the final design is now being considered.

The all weather access road from Fire Station No. 4 to Shadow Crossings is now complete and operable.

As you know, the Airport Road extension has been held up because of the Army Corps wanting to have determination of wetlands on the entire 5,038 acres prior to permitting. At this time we have completed the wetland delineation process and obtained Army Corps preliminary concurrence. We are now preparing the necessary copies, photos etc. for jurisdictional determination which should be around late January. Construction of Airport Road will be immediate upon receipt of the permits.

Mr. Fred Disselkoen, Jr.
City Attorney
City of Ormond Beach
December 28, 1993
Re: Hunter's Ridge DRI
Development Order
Page 2

The Annual Report was hand delivered to York Phillips by Burkett & Associates on the due date of July 1, 1993.

If you have any questions please let me know. Best wishes for the new year.

Sincerely,


Gerald E. Upson
Project Manager

**CITY OF ORMOND BEACH
FLORIDA**



OFFICE OF CITY ATTORNEY

The Birthplace of Speed

December 30, 1993

Mr. Gerald E. Upson
Florida-Georgia Venture Group
100 Shadow Crossings Boulevard
Ormond Beach, Florida 32174

Re: Hunter's Ridge DRI
Development Order

Dear Jerry:

Thank you for your most encouraging letter of December 28, 1993. It sounds like all systems are moving ahead well.

One point I must reply to deals with the indication that the design for the restoration "was the responsibility of the future owners." A copy of Paragraph 3 of the Joint Stipulation, which is part of the Development Order, is enclosed. As you will see therein, the restoration plan was to be completed by Florida-Georgia in cooperation with the SJRWMD. Construction is also to be by Florida-Georgia, in cooperation with the SJRWMD, as may be permitted by the future owners.

Best wishes to you and yours for a very happy and prosperous new year.

Sincerely,


FRED S. DIESELKOEN, JR.
City Attorney

FSD\mpl
Enclosure

cc: York L. Phillips, AICP, Planning/Development Services
Director
Steven F. Jones, P.E., City Engineer

FSD\8\193-1133

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filling, well drilling, construction, (other than the excavation and filling necessary to restore the natural hydroperiod of the area and limited construction of environmental education facilities such as nature trails and boardwalks) shall be strictly prohibited. Passive Recreation, as used herein shall mean hiking, birdwatching, nature study, fishing, and like activities that do not require the construction of facilities otherwise prohibited by the conservation easement. The use, or possession of off road vehicles, such as all terrain motorcycles, swamp or dune buggies by members of the public will be strictly prohibited on the property. Hunting shall be prohibited, except as specified in Paragraph 5 below. The Florida Audubon Society, a Florida non-profit corporation, shall have standing to enforce the provisions of these deed restrictions, and said fact shall be incorporated in the conveyance of the property in parcels "A" and "B" as provided in Paragraph 1 of this stipulation.

3. Florida Georgia Venture Group agrees to conduct, as may be permitted by the future owners of the property as specified in paragraph (1) above, and at its expense with regard to the use of manpower and equipment, certain environmental restoration activities necessary to reestablish a more natural hydroperiod in parcels "A" and "B" above. The objective of this restoration shall be the elimination of drainage provided by all of the ditches that have been constructed through parcels "A" and "B" as described above. This program will include installation of water control structures in existing ditches, including, without limitation the Hull Cy. Swamp Ditch, so that the current overdrainage of the area is reversed. Within 6 months of the final action by the Land and Water Adjudicatory Commission on this appeal, or within 6 months of the issuance of a Development Order by the City of Ormond Beach or Flagler County for

the Hunters Ridge Project, or any portion thereof, (whichever occurs later) Florida Georgia shall complete in cooperation with the St. Johns River Water Management District, and as may be permitted by the future owners of the property as specified in Paragraph 1 above, a plan for the restoration of the natural hydroperiod in the above described area. Within one year subsequent to the completion of this plan, the construction elements of the plan shall be completed by Florida Georgia, in cooperation with the St. Johns River Water Management District as may be permitted by the future property owners as specified in Paragraph 1 above. Florida Georgia agrees that it will provide at its own expense, manpower and earthmoving machinery to plug ditches, breach levees or fill berms, and all other physical earth moving work necessary to implement the restoration plan developed in conjunction with the St. Johns River Water Management District. This plan, generally, shall:

(a) Provide for the plugging, or installation of water control structures in the Hull Cypress Swamp Ditch, to restore the hydroperiod of the Hull Cypress Swamp.

(b) Provide for gaps in the fill berm along the Hull Cypress Swamp Ditch to reflood the wetland strand that exists parallel to the ditch, and divert the flow of the ditch through the wetland area in the strand adjacent to the ditch.

(c) Plug, or install water control structures in all other manmade canals or ditches on the property as may be necessary to restore the historical hydroperiod.

Any delay in the authorization of work to restore the hydroperiod beyond the time frames specified above that may be occasioned by the future landowners, environmental permitting requirements, or other unforeseen

events shall not relieve Florida Georgia of the obligation to provide manpower and earthmoving equipment to conduct the work specified above.

4. The timber interests retained by Florida Georgia and its heirs, successors and assigns in Parcel "B" shall be for limited silvicultural purposes relative to the harvest of pine trees. It is anticipated, and Florida Georgia agrees, that the hydroperiod restoration required under this stipulation will result in major portions of Parcel "B" undergoing transition to a wetland state that will no longer facilitate the cultivation and harvest of pine. Florida Georgia may continue to exercise pine timber management and harvest on the property once the natural hydroperiod is restored, under a plan acceptable to the St. Johns River Water Management District, Flagler County, and the City of Ormond Beach which is designed to limit pine silvicultural practices to only those compatible with the restored hydroperiod of the area, and which provide a maximization of wildlife benefits, as determined by the St. Johns River Water Management District.

5. Florida Georgia, its heirs, successors and assigns shall retain the right to (in a manner approved by the St. Johns River Water Management District), to conduct equestrian activities on the lands conveyed to the district. The hunting rights to the property shall be retained by Florida Georgia, its heirs, successors, and assigns, for deer and feral hogs only.

6. Florida Georgia and its heirs, successors and assigns shall be entitled to claim "Mitigation Credits" for the hydroperiod restoration work required by Paragraph 3 above to offset any mitigation requirement arising from the construction of the Hunters Ridge Development, including both those phases authorized by the development orders issued as a result of this proceeding, and any future substantial deviation that is specified in



MEMORANDUM

TO: Glen Fishman, US Capital Alliance, LLC
Jake Beren, US Capital Alliance, LLC
FROM: Kimberly A. Buck, P.E.
CC: Kim Booker, Booker & Associates
DATE: January 24, 2023
RE: Hunter's Ridge DRI, Wetland Restoration

As requested, we researched the archived files for Hunter's Ridge to verify that the Restoration Work as required by Paragraph 3.5 of the Joint Stipulation Agreement has been completed.

The initial restoration work occurred during the design and permitting of Shadow Crossings, the first permit for Hunter's Ridge located in the City of Ormond Beach section of the DRI. The description in the Technical Staff Report prepared by the Water Management District, stated "Historically, the Shadow Crossings site and the larger DRI area have been managed for silviculture...There is a central drainage canal called Hull Cypress Drainage Canal which bisects the property and flows south from Hull Cypress Swamp to the Little Tomoka River." The report further discusses breaches in the spoil berm along the canal which have lowered the water table. As part of this permit, restoration of approximately 20 acres of wetlands was permitted. The restoration consisted of filling 2 drainage ditches that connected wetlands in the preservation area to the Hull Cypress Canal. It should also be noted that there were on-site ditches filled as well.

Attached for reference is a copy of the letter and exhibits that were sent to Glenn Lowe at St. Johns River Water Management District and the District's Technical Staff Report. This initial restoration work was permitted in 1988.

The Hull Cypress Canal Restoration Project was then permitted in April 1997. Construction commenced in 1997 and was completed in 1998. As reported in the Annual Reports, the Restoration project consisted of the installation of a water control structure at the point where the Hull Cypress Swamp discharges into Hull Creek (Hull Cypress Drainage Canal). During normal rainfall periods, the dam diverts the normal runoff flow through the wetland areas to a depth of one to six inches. The dam provided restoration of approximately 108 acres of previously drained wetlands.

Attached are excerpts from the 1995 through 1999 Annual Reports. These reports and plans were provided to the City of Ormond Beach, Flagler County and the agencies listed and certified on the first pages of the reports.

This memorandum provides the documentation to verify that the Restoration Project(s) have been designed, permitted and constructed in accordance with the requirements outlined in Paragraph 3.5 of the Joint Stipulation Agreement. Should you have any questions or require additional information, please advise.

SHADOW CROSSINGS

TECHNICAL STAFF REPORT

MANAGEMENT AND STORAGE OF SURFACE WATERS TECHNICAL STAFF REPORT
10/31/1988

OWNER: GEORGIA PACIFIC
133 PEACHTREE STREET N.E.
ATLANTA, GA 30303

AGENT: CHARLES BURKETT & ASSOC.
P. O. BOX 80689
DAYTONA BCH, FL 20155

COUNTY: Volusia Flagler

PROJECT NAME: SHADOW CROSSINGS

SECTION(S): 27 TOWNSHIP(S): 14S

RANGE(S): 31E

ACRES OWNED: 5037.000

PROJECT ACREAGE: 222.000

AUTHORITY: 40C-4.041(1)(2)(b)2, AND 40C-42.011, F.A.C.

GENERAL DESCRIPTION OF APPLICATION NO. 4-127-0131A:

APPLICATION IS FOR CONSTRUCTION OF STORMWATER TREATMENT AND SURFACE WATER MANAGEMENT FACILITIES CONSISTING OF ROADSIDE SWALES, INLETS, STORMSEWER, 4 WET DETENTION LAKES, 1 DRY RETENTION POND AND USE OF AN ISOLATED 9.8 ACRE WETLAND TO SERVE 288 SINGLE-FAMILY HOMESITES WITH ASSOCIATED ROADWAYS ON 222 ACRES LOCATED IMMEDIATELY NORTH OF THE LITTLE TOMOKA RIVER.

RECEIVING WATER BODY(IES): LITTLE TOMOKA RIVER (CLASS III)

EXISTING LAND USE: PINE PLANTATION, FORESTED AND HERBACEOUS WETLANDS

OPERATION AND MAINTENANCE ENTITY: HOMEOWNER'S ASSOCIATION

STAFF COMMENTS:

THE PROPOSED WORK IS TO SERVE A 222 ACRE PROJECT LOCATED NORTHEAST OF S.R. 40, NORTH OF AND ADJACENT TO THE LITTLE TOMOKA RIVER, WEST OF THE VOLUSIA/FLAGLER COUNTY LINE AND EAST OF S.R. 11 (SEE ATTACHMENT 1). SHADOW CROSSINGS IS PART OF A LARGER DEVELOPMENT OF REGIONAL IMPACT CALLED HUNTER'S RIDGE. THE DRI AREA APPROXIMATES 5,037 ACRES. THIS INITIAL STAGE OF DEVELOPMENT IS PART OF A PRELIMINARY DEVELOPMENT AGREEMENT (P.D.A.) BETWEEN THE APPLICANT AND THE DEPARTMENT OF COMMUNITY AFFAIRS.

HISTORICALLY, THE SHADOW CROSSINGS SITE AND THE LARGER DRI AREA HAVE BEEN MANAGED FOR SILVICULTURE. THE SITE IS DOMINATED BY PLANTED PINE PLANTATION AND FORESTED WETLANDS. THE UPLAND PINE PLANTATIONS ARE ALMOST ENTIRELY SLASH PINE. THERE IS A CENTRAL DRAINAGE CANAL CALLED HULL CYPRESS DRAINAGE CANAL WHICH BISECTS THE PROPERTY AND FLOWS SOUTH FROM HULL CYPRESS SWAMP TO THE LITTLE TOMOKA RIVER.

THERE ARE 38 ACRES OF WETLANDSON-SITE THAT ARE ISOLATED FROM WATERS OF THE STATE, AND 24 ACRES OF WETLANDS THAT ARE CONNECTED TO WATERS OF THE STATE. THE 19.5 ACRES OF THE CONNECTED WETLANDS ARE LOCATED IN THE NORTHWEST PORTION OF THE SITE AND ARE CONNECTED TO THE HULL CYPRESS CANAL THROUGH BREACHES IN THE SPOIL BERM. THE SYSTEM IS STRESSED DUE TO THE PRESENCE OF THE CANAL WHICH HAS LOWERED THE WATER TABLE. ANOTHER 2.5 ACRES OF WETLANDS NORTH OF THE LITTLE TOMOKA RIVER HAS BEEN IMPACTED BY WILD HOGS; APPROXIMATELY 1 ACRE OF THIS HAS BEEN DEGRADED TO THE ENTENT THAT ITS VALUE AS WILDLIFE HABITAT HAS BEEN SUBSTANTIALLY DIMINISHED . AN ADDITIONAL 1.5 ACRES OF CONNECTED WETLANDS ARE LOCATED ADJACENT TO THE HULL CYPRESS DRAINAGE CANAL IN THE SOUTHEAST PORTION OF THE PROJECT.

ALL ON-SITE WETLANDS ARE DOMINATED BY CYPRESS, LOBLOLLY BAY, AND SWEETGUM EXCEPT FOR THE 1 ACRE HIGHLY DISTURBED AREA WHICH IS COMPRISED PRIMARILY OF IMMATURE LOBLOLLY BAY AND CORDGRASS.

THE 15 ACRES OF THE ISOLATED WETLANDS ARE PROPOSED TO BE REMOVED: 10 ACRES FOR THE CONSTRUCTION OF DETENTION POND #5, AND THE REMAINING 5 ACRES IS COMPRISED OF WETLAND SYSTEMS WHICH ARE ONE ACRE OR LESS. IMPACTS TO CONNECTED WETLANDS ARE LIMITED TO 1.5 ACRES: THE 1 ACRE HOG WALLOW AND 0.5 ACRE IN THE 19.5 ACRE WETLAND FOR CONSTRUCTION OF A SWALE.

TO OFFSET ADVERSE IMPACTS TO OFF-SITE AQUATIC AND WETLAND DEPENDENT SPECIES, THE APPLICANT IS PROPOSING TO:

1. CONSTRUCT AND FLANT LITTORAL ZONES AROUND ALL WET DETENTION PONDS,
2. RECORD CONSERVATION EASEMENTS AND/OR DEED RESTRICTIONS ON ALL UNDISTURBED ON-SITE WETLANDS, INCLUDING THOSE WHICH ARE ADJACENT TO RESIDENTIAL LOTS, AND

3. RESTORE APPROXIMATELY 20 ACRES OF WETLANDS (SEE ATTACHMENT 2).

RESTORATION WILL CONSIST OF THE FILLING OF 2 DRAINAGE DITCHES WHICH FLOW FROM THE WESTERN BOUNDARY OF THE PROPERTY AND THROUGH THE 20 ACRES OF WETLANDS DESCRIBED IN #3 ABOVE, EASTERLY TO THE HULL CYPRESS DRAINAGE CANAL. THESE WETLANDS WILL BE PART OF A PRESERVATION AREA WHICH WILL EVENTUALLY EXTEND FROM THE HULL CYPRESS SWAMP TO S.R. 40. THE APPLICANT HAS ALREADY COMMITTED TO PRESERVING THIS AREA (750 ACRES) AS PART OF THE PDA APPROVAL. THE 750 ACRE TRACT ENCOMPASSES PART OF THE HULL CYPRESS SWAMP AND A STRAND OF UPLANDS AND WETLANDS.

IN POST-DEVELOPMENT DRAINAGE WILL BE PROVIDED IN ROADSIDE SWALES WHICH WILL PROVIDE PRE-TREATMENT OF STORMWATER RUNOFF BEFORE IT IS COLLECTED BY THE STORMSEWER SYSTEM AND CONVEYED TO ONE OF THE WET DETENTION LAKES, DRY POND, OR ISOLATED WETLAND THAT PROVIDE FURTHER TREATMENT AND ATTENUATION OF PEAK FLOWS.

RETENTION POND #1 IS LOCATED IN THE 9.75 ACRE ISOLATED WETLAND IN THE SOUTHWEST CORNER OF THE PROPERTY. THIS AREA WILL BE LEFT UNDISTURBED EXCEPT FOR SOME RECONSTRUCTING OF THE 28 FOOT CONTOUR LINE WITHIN LOTS ADJACENT TO THE WETLAND ALONG ITS NORTHERN BANK. THE TWO INLET STRUCTURES DIRECTING RUNOFF FROM THE ENTRANCE ROAD TO THIS POND ARE LOCATED AS FAR AWAY AS POSSIBLE FROM THE STRUCTURE DIRECTING OVERFLOW FROM THE POND TO THE LITTLE TOMOKA RIVER TO PREVENT SHORT-CIRCUITING. THE POST-DEVELOPMENT PEAK RATE OF DISCHARGE WILL NOT EXCEED THE PRE-DEVELOPMENT RATE.

DETENTION POND #2 WILL BE ESTABLISHED WITHIN A .98 ACRE, A .79 ACRE AND A .73 ACRE ISOLATED WETLAND IN THE WESTERN PORTION OF THE PROPERTY, AND WILL BE INTERCONNECTED WITH DETENTION POND #3 TO BE LOCATED WITHIN A .64 ACRE ISOLATED WETLAND. THESE PONDS WILL PROVIDE TREATMENT OF RUNOFF USING WET DETENTION WITH BLEEDDOWN ORIFICE AND ATTENUATE THE PEAK RATE OF RUNOFF FOR THE 25 YEAR, 24 HOUR STORM EVENT.

THE 19.5 ACRE WETLAND NORTH OF PROPOSED DETENTION POND #3 WILL SERVE AS AN ADDITIONAL DETENTION AREA (#4) FOR EXCESS FLOWS FROM POND #3 DURING MAJOR STORM EVENTS. EXCESS WATER WILL DISCHARGE THROUGH PONDS #3 AND #2 AND EVENTUALLY TO THE HULL CYPRESS DRAINAGE CANAL. CONSTRUCTION OF POND #3 AT THE SOUTH OF THIS WETLAND IS NOT ANTICIPATED TO FURTHER ALTER THE HYDROPERIOD BECAUSE IT IS SMALL AND WILL BE LINED TO PREVENT GROUNDWATER SEEPAGE INTO IT FROM THE NORTH.

PROPOSED POND #5 ENCROACHES INTO AND WRAPS AROUND A 18 ACRE ISOLATED WETLAND LOCATED IN THE NORTHEAST PORTION OF THE SITE. THIS POND IS ALSO DESIGNED TO MEET THE DISTRICTS WET DETENTION GUIDELINES. DISCHARGE WILL BE DIRECTED TO A SWALE THAT WILL BE CONSTRUCTED ALONG THE NORTHERN BOUNDARY OF THIS PROJECT WHICH WILL CONVEY RUNOFF WEST OF THE HULL CYPRESS CANAL.

PROPOSED POND #6 IS A WET DETENTION POND LOCATED WITHIN THE PREVIOUSLY DESCRIBED 1 ACRE HIGHLY DISTURBED WETLAND CONNECTED TO WATER OF THE STATE. THE RECOVERY PIPE FOR THIS POND IS ROUTED AROUND THE WETLANDS ADJACENT TO POND #6 AND OUTFALLS INTO AN IMPROVED DITCH THAT FLOWS TO THE LITTLE TOMOKA RIVER. OVERFLOW WILL ENTER THIS ADJACENT WETLAND VIA A CONCRETE WEIR.

RETENTION POND #7 WILL ENCROACH WITHIN 0.13 ACRES OF CONNECTED WETLANDS IN THE SOUTHERN PORTION OF THE PROPERTY. THIS WILL BE A SMALL DRY BOTTOM RETENTION POND THAT WILL OVERFLOW VIA A 50 FOOT BROADCRESTED WEIR AFTER RETAINING THE REQUIRED POLLUTION ABATEMENT VOLUME. THIS POND WILL DISCHARGE INTO THE LITTLE TOMOKA RIVER.

STAFF BELIEVES THAT THIS PROJECT, AS PROPOSED AND CONDITIONED, WILL NOT ADVERSELY AFFECT NATURAL RESOURCES, FISH, AND WILDLIFE, OR HYDROLOGICALLY RELATED ENVIRONMENTAL FUNCTIONS AND IS CONSISTENT WITH THE CRITERIA SET FORTH IN CHAPTERS 40C-4, AND 40C-42, F.A.C., IMPLEMENTED DECEMBER 7, 1983, AND APRIL 1, 1986, RESPECTIVELY.

TOTAL WETLANDS INVOLVED: 62.0

TOTAL WETLANDS PRESERVED: 45.5

TOTAL WETLANDS DISTURBED: 0.0

TOTAL WETLANDS LOST: 16.5

TOTAL WETLANDS RESTORED/CREATED: 25.0

RECOMMENDATION: APPROVAL

CONDITIONS FOR APPLICATION NUMBER 4-127-0131A

GENERAL (SEE CONDITION SHEET): 1-7

SPECIAL (SEE CONDITION SHEET): 1, 2, 4, 9 & 14

STORMWATER (SEE CONDITION SHEET): 23

OTHER CONDITIONS:

1. The proposed stormwater management system must be constructed as per plans and calculations received by the District on October 28, 1988.
2. Lake 5 must be completely constructed to its full design size as part of Phase I construction.
3. The littoral zone plantings must be placed along the entire perimeter of each wet detention lake (Lakes 2, 3, 5, and 6) as soon as feasible to ensure their survival, but no later than the date construction of the major roadways on the site is completed or prior to occupancy of any dwellings that will drain to the lake.

4. Successful establishment of the created herbaceous wetlands and enhanced forested wetlands will have occurred when:
 - A. At least an 80% cover of desired herbaceous vegetation occurs within 3 years of planting. AT least an 80% coverage must be maintained in perpetuity.
 - B. At least 80% of the planted trees have survived and are showing signs of growth after 5 years as determined by District Staff.

Replacement or an alternative planting plan will be required if successful establishment of desired species does not occur within these time frames. Should an amended planting plan be required, the Permittee must submit revised plans to the District for Staff review, which include at a minimum the information listed in section 16.1.5, A.H. A statement listing probable causes of failure must also be submitted at this time. Time frames for successful establishment of the littoral zone will start over if greater than 20% of the planted vegetation has to be replaced during the 5 year monitoring period.

6. The Permittee must implement a monitoring plan of the mitigation areas which includes the information in A through E below. The Permittee must submit this information in report form to the District biannually for 5 years following completion of the planting (once before and once after the growing season) or until the mitigation is determined by District Staff to be successful.
 - A. Description of vegetative composition,
 - B. Percent cover,
 - C. Percent survival of each plant species,
 - D. Maintenance practices and schedules including the number and species of new plants that are used to replace dead materials, and
 - E. Location of sampling transects.
7. Nuisance species shall be controlled only by hand or mechanical removal.

8. Prior to commencement of construction, the Permittee shall cause to be recorded a conservation easement or deed restrictions pursuant to Section 704.06, F.S., prohibiting the activities described in paragraphs 704.06(2), (a) through (H), F.S., except that which is specifically authorized by this permit or future District permit within the conservation easement as shown on the plans entitled "Conservation Easement Area" received by the District on September 9, 1988. Said easement must be submitted to the District for review and approval prior to recording and must contain provisions as set forth in subsections 2 and 3 of section 704.06, F.S., as well as provisions stating that the easement is enforceable by the District and may not be amended without prior approval by the District.
9. The Permittee is responsible for the selection, implementation, and operation of all erosion and sediment control measures to prevent sediment discharge to preserved wetlands, and discharge of turbid water to waters of the state in violation of the standards set forth in Chapter 17-3, F.A.C., during any construction activities. In the event of a turbidity violation, the Permittee shall be responsible for all corrective and additional erosion control measures to prevent further violations during any construction of the permitted system. The Permittee should implement measures recommended by a soil erosion and sediment control professional or appropriate best management practices. An erosion control plan must be submitted to and approved by District Staff prior to beginning construction.
10. Prior to commencement of clearing, grading, or any construction within the 222 acre "Shadow Crossings" development, fill shall be placed in the ditches offsite in accordance with the proposed enhancement plan as received by the District on September 19, 1988. The Permittee must install 2 piezometers referenced to N.G.V.D. to monitor the shallow groundwater levels within the restored wetlands. The water levels shall be recorded monthly and a report which includes local rainfall and associated water levels must be submitted to the District annually for a period of 3 years after implementation of the restoration plan.
11. Prior to any construction within waters of the state, the Permittee must submit to the District copies of Dredge and Fill permits for all construction within "Waters of the State". Construction within "Waters of the State" includes, but may not be limited to, stormwater facilities within basin #6 and lots within the northwest corner of the site.

12. Within 30 days after completion of construction of the surface water management system, the Permittee must submit 1 set of as-built plans for the entire surface water management system, certified by a land surveyor or professional engineer registered in the state of Florida.

WYNN/SALAFRIO

SHADOW CROSSINGS

**LETTER TO SJRWMD WITH
RESTORATION EXHIBITS**

2 NW
11/23/88
3:45

Charles E. Burkett & Associates, Inc.

Consulting Engineers

309 Oakridge Boulevard
P. O. Box 2689
Daytona Beach, Florida 32015
Phone 904/258-1338

November 23, 1988

Mr. Glenn Lowe
St. Johns River Water Management District
P.O. Box 1429
Palatka, FL 32078

Re: Shadow Crossings, CEBA Project Number 87-352
SJRWMD Permit Application Number 4-127-0131A In Volusia
County

Dear Mr. Lowe:

Attached are two exhibits reflecting the area calculations for restoration in connection with Shadow Crossings. The first exhibit is a small scale drawing of the overall Hunter's Ridge project with the restoration area hatched. The second exhibit is merely an enlargement of that specific area.

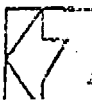
We calculated the area to be restored as 19.76 acres. The area of the littoral zones is 2.95 acres. This provides for a total restoration of 22.71 acres with 16.56 acres of wetlands being removed.

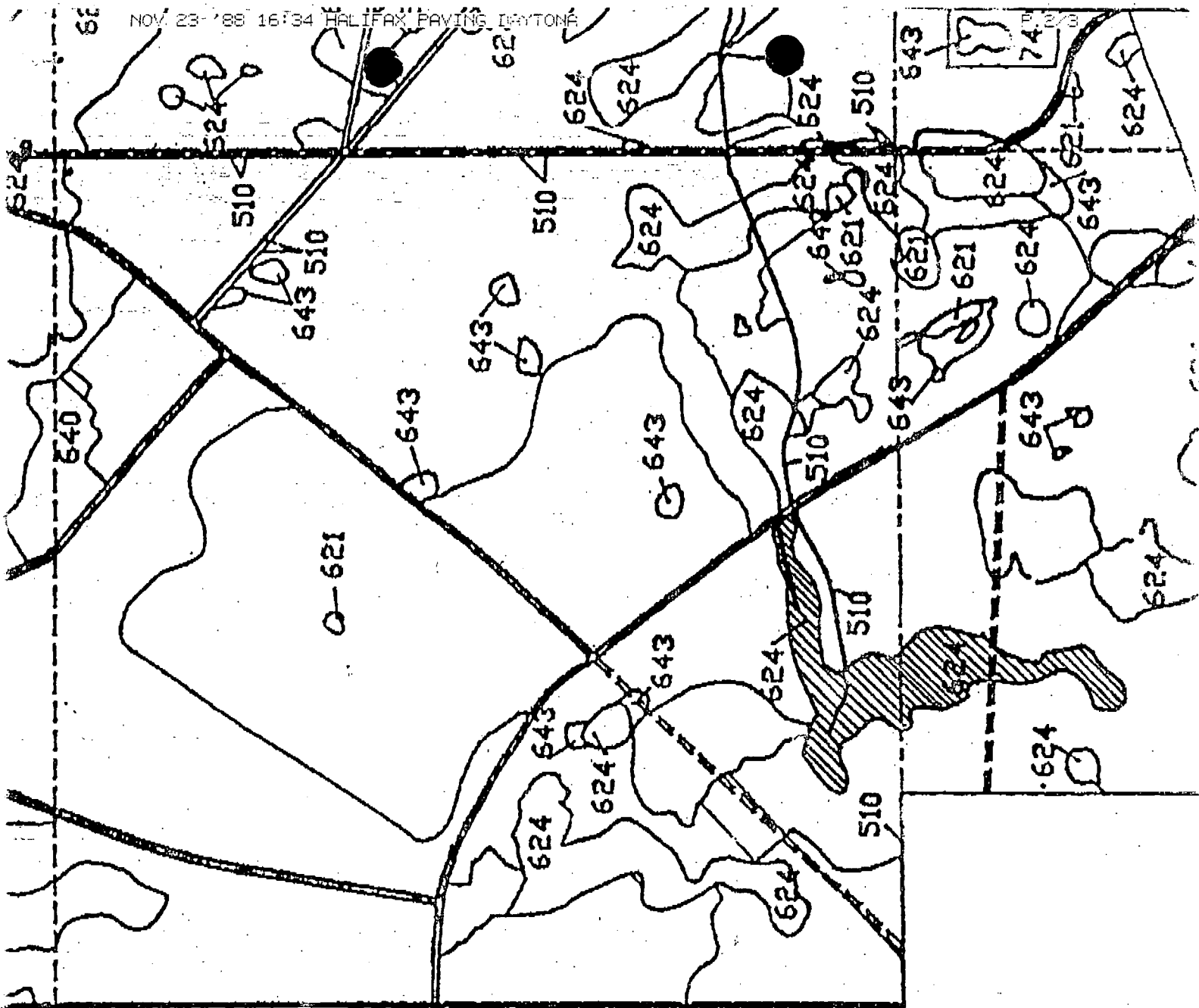
Should you have any questions or require additional information, please advise.

Sincerely,
CHARLES E. BURKETT & ASSOCIATES



Kimberly A. Buck, P.E.
Project Engineer





EXCERPTS FROM ANNUAL REPORTS

LUNTER'S RIDGE

ANNUAL STATUS REPORT NO. 4

JULY 1, 1995

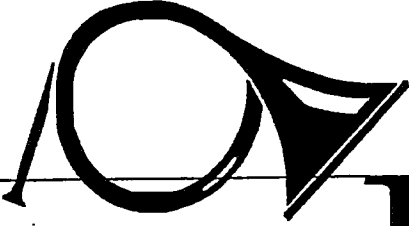
Prepared
for

**Georgia-Pacific
Investment Company**

2 Longtree Loop
Ormond Beach, Florida 32174
(904) 677-7276

By

A ALAN ENGINEERING
GROUP, INC.
CONSULTING ENGINEERS
212 E. YONKE STREET
ORMOND BEACH, FL 32174
904/677-7640



HUNTER'S RIDGE

EXHIBIT E

RESTORATION ACTIVITY

HUNTER'S RIDGE RESTORATION PROJECT:

Many of the wetlands in the Hunter's Ridge Conservation Area have been stressed as a result of ditches cut through this property over the years. As part of the Development of Regional Impact (DRI) approval for developing the Hunter's Ridge PUD, the owner agreed to block off selected ditches in order to back up the stormwater into the adjoining wetlands areas, thereby restoring a more natural hydroperiod.

Many ditches have already been blocked under the original permit for Shadow Crossings at Hunter's Ridge. This proposal is to construct a water control structure at the point where the Hull Cypress Swamp discharges into Hull Creek. During normal rainfall periods, a proposed dam will divert the normal runoff flow through the wetlands areas to a depth of one inch - six inches. However, the water control structure will be fitted with "flashboard risers" that can be quickly removed during a major storm event, allowing the existing ditch to bypass the higher wetlands areas.

The proposed dam should result in the restoration of approximately 108 acres of previously drained wetlands for a relatively minor construction cost, while still allowing the ditch system to provide flood control during major storm events.



HUNTER'S RIDGE

ANNUAL STATUS REPORT NO. 5

JULY 1, 1996

**Prepared
for**

**Georgia-Pacific
Investment Company**

**2 Lonetree Look
Ormond Beach, Florida 32174
(904) 677-7275**

By

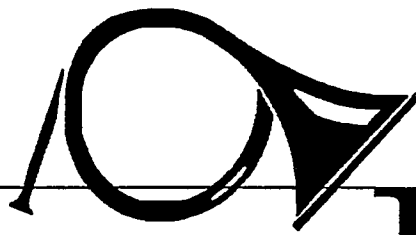


**ALANN ENGINEERING
GROUP, INC.**

CONSULTING ENGINEERS

**232 S. Yonge Street
Ormond Beach, FL 32174**

904/673-7640



HUNTER'S RIDGE

EXHIBIT E

RESTORATION ACTIVITY

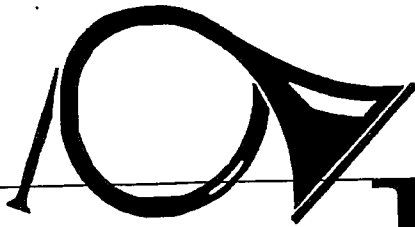
HUNTER'S RIDGE RESTORATION PROJECT:

Many of the wetlands in the Hunter's Ridge Conservation Area have been stressed as a result of ditches cut through this property over the years. As part of the Development of Regional Impact (DRI) approval for developing the Hunter's Ridge PUD, the owner agreed to block off selected ditches in order to back up the stormwater into the adjoining wetlands areas, thereby restoring a more natural hydroperiod.

Many ditches have already been blocked under the original permit for Shadow Crossings at Hunter's Ridge. This proposal is to construct a water control structure at the point where the Hull Cypress Swamp discharges into Hull Creek. During normal rainfall periods, a proposed dam will divert the normal runoff flow through the wetlands areas to a depth of one inch - six inches. However, the water control structure will be fitted with "flashboard risers" that can be quickly removed during a major storm event, allowing the existing ditch to pass the higher wetlands areas.

The proposed dam should result in the restoration of approximately 108 acres of previously drained wetlands for a relatively minor construction cost, while still allowing the ditch system to provide flood control during major storm events.

This restoration project is currently in the final stages of development and should commence in the 1996/1997 reporting period.



HUNTER'S RIDGE

ANNUAL STATUS REPORT NO. 6

JULY 1, 1997

**Prepared
for**

**Georgia-Pacific
Investment Company**

**1 Beagle's Rest
Ormond Beach, Florida 32174
(904) 677-7275**

By

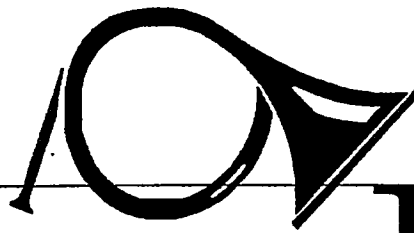


**ALANN ENGINEERING
GROUP, INC.**

CONSULTING ENGINEERS

**232 S. Yonge Street
Ormond Beach, FL 32174**

904/673-7640



HUNTER'S RIDGE

**ANNUAL STATUS REPORT
NO. 6**

EXHIBIT E

RESTORATION ACTIVITY

HUNTER'S RIDGE RESTORATION PROJECT:

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The proposed dam should result in the restoration of approximately 108 acres of previously drained wetlands for a relatively minor construction cost, while still allowing the ditch system to provide flood control during major storm events.

This restoration project was permitted through SJRWMD on April 8, 1997. Construction should commence in the 1997/1998 reporting period.

A copy of the restoration plan is included in Exhibit E.

INSTALL DBL 42" X 29" CMP ARCH CULVERTS BETWEEN ROAD SIDE SWALES, WITH HEAD WALLS, MITERED END SECTIONS, OR PRECAST FLARED END SECTIONS. (SEE DETAIL)

LOW AREAS WILL CONTINUE TO DRAIN TO THE SOUTH

EXISTING DITCH

40' GRADE

SEE DETAIL SHEET 1

REPAIR BERM WHERE BREACHED

ENHANCEMENT AREA (188 ACRES)

REPAIR BERM WHERE BREACHED

CONSTRUCT DITCH BLOCKS (BOTH SIDES) MIN. TOP ELEV. 26.5

40' GRADE

SITE

VICINITY MAP
1" = 1/2 MI



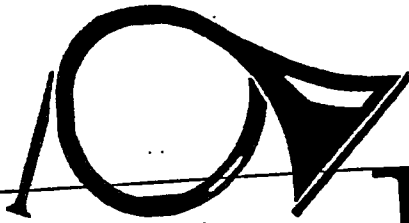
SCALE: 1 IN. = 300 FT.

DESIGNED BY	ENGINEER	CHECKED BY	DATE
DRAWN BY	DATE	APPROVED BY	DATE
PROJECT NO.	DATE	REVISIONS	DATE
BY	DATE	REVISIONS	DATE
BY	DATE	REVISIONS	DATE

HULL CREEK REHYDRATION PROJECT AT HUNTERS RIDGE

KRY CORBIN & ASSOCIATES, INC.
 ENGINEERS • PLANNERS • SURVEYORS • LANDSCAPE ARCHITECTS
 1000 N. 10TH AVE., SUITE 100, DENVER, CO 80202
 PHONE: (303) 733-1111 FAX: (303) 733-1112
 WWW: WWW.KRYCORBIN.COM

PROJECT NO. 1114
 SHEET NO. 1114 OF 1665



HUNTER'S RIDGE

ANNUAL STATUS REPORT NO. 7

JULY 1, 1998

Prepared
for

**HUNTER'S RIDGE RESIDENTIAL
GOLF PROPERTIES, INC.**

1 BEAGLE'S REST
ORMOND BEACH, FLORIDA 32174
(904) 677-7275

By

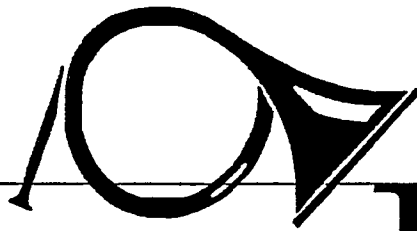


**ALANN ENGINEERING
GROUP, INC.**

CONSULTING ENGINEERS

232 S. Yonge Street
Ormond Beach, FL 32174

904/673-7640



HUNTER'S RIDGE

**ANNUAL STATUS REPORT
NO. 7**

EXHIBIT E

RESTORATION ACTIVITY

Exhibit E

HUNTER'S RIDGE RESTORATION PROJECT:

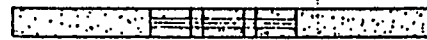
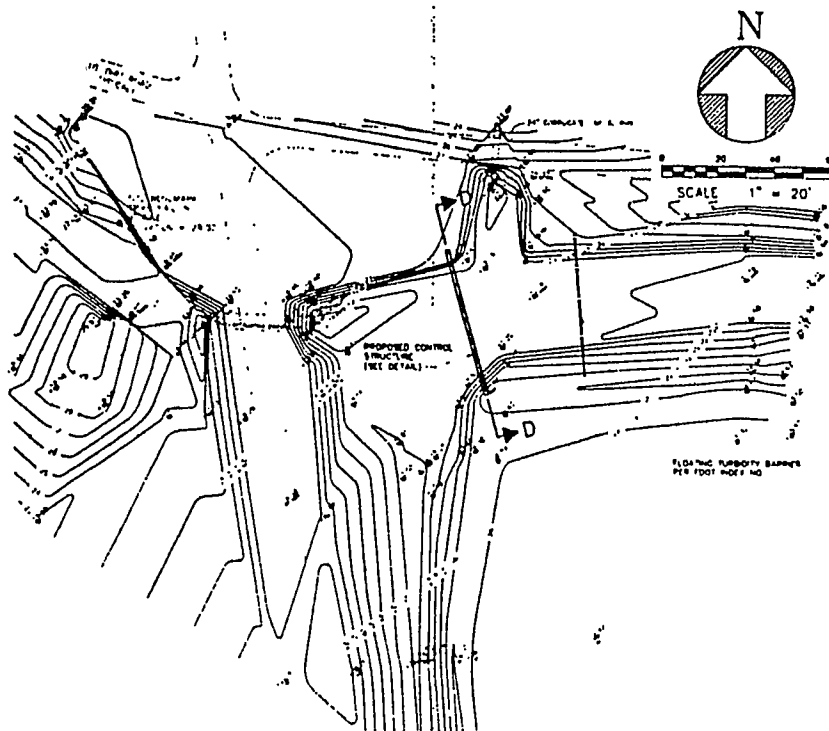
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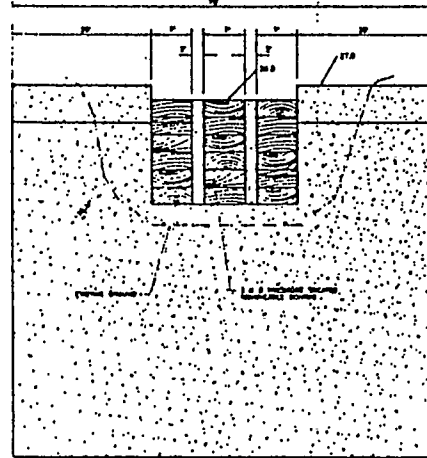
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This restoration project was permitted through SJRWMD on April 8, 1997 and through ACOE on July 2, 1997. Construction began during this reporting period.

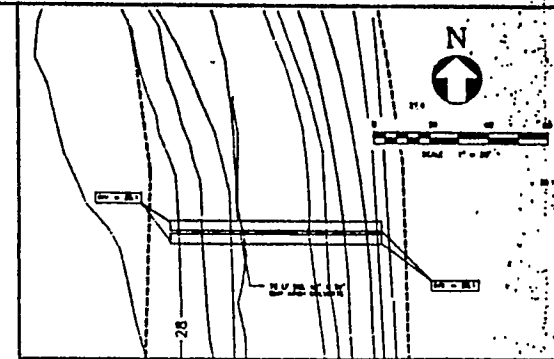
A copy of the restoration plan is included in Exhibit E.



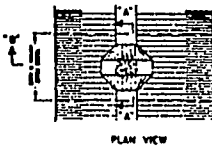
TOP VIEW
NOT TO SCALE



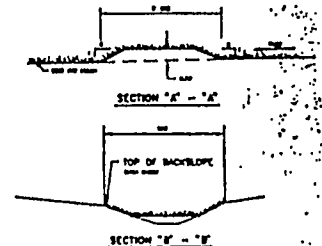
FRONT VIEW
SECTION "D" - "D"
SCALE 1" = 20'



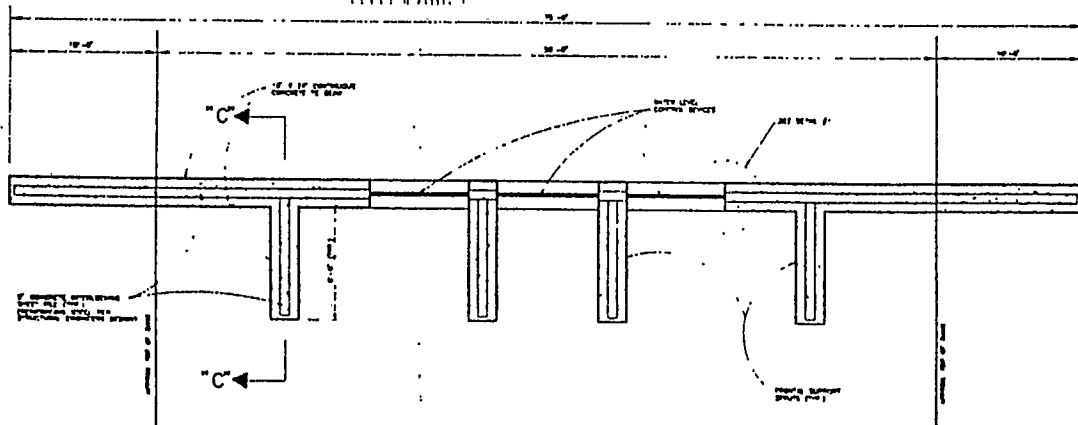
CULVERT DETAIL
SCALE 1" = 20'



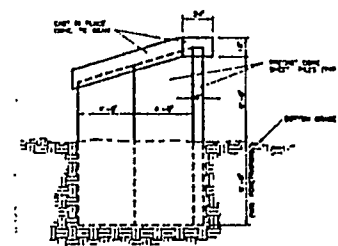
PLAN VIEW



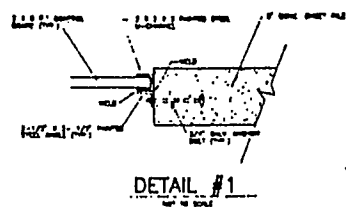
DITCH CHECK CONSTRUCTION DETAIL
SCALE 1" = 20'



PLAN VIEW
NOT TO SCALE



SECTION "C" - "C"
NOT TO SCALE



DETAIL #1
NOT TO SCALE

- NOTES
- 1) ALL DISTURBED AREAS OF A & B HORIZONTAL TO 1 VERTICAL SIDE SLOPE OR GREATER ARE TO BE SOODED
 - 2) ALL OTHER DISTURBED AREAS ARE TO BE SEED & MULCHED

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99	10-10-88	DESIGN THE DETAIL	DESIGN
100	10-10-88	DESIGN THE DETAIL	DESIGN

HULL CREEK REHYDRATION PROJECT AT HUNTERS RIDGE

PLANNED REHYDRATION, PLANNED

REY COHEN & ASSOCIATES, INC.

10000 100th Avenue, Suite 100, Hunters Ridge, NY 12520

ENGINEERS • PLANNERS • DESIGNERS • LANDSCAPE ARCHITECTS

DATE PREPARED: 10-10-88

DESIGNED BY: J.L. CHECKED BY: C.A.S. DRAWN BY: J.A.

SCALE: AS SHOWN

INSTALL DBL 42" X 20" CMP ARCH CULVERTS BETWEEN ROAD SIDE SWALES, WITH HEAD WALLS, MITERED END SECTIONS, OR PRECAST FLARED END SECTIONS (SEE DETAIL)

LOW AREAS WILL CONTINUE TO DRAIN TO THE SOUTH

EXISTING DITCH

40 GRADE

SEE DETAIL SHEET 1

REPAIR BERM WHERE BREACHED

ENHANCEMENT AREA (381 ACRES)

REPAIR BERM WHERE BREACHED

CONSTRUCT DITCH BLOCKS (BOTH SIDES) MIN. TOP ELEV. 265

40 GRADE

SITE



SCALE: 1 IN = 300 FT

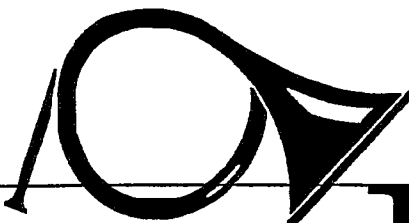
VICINITY MAP

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HULL CREEK REHYDRATION PROJECT AT HUNTERS RIDGE

NEW CONCRETE & ADJUSTMENT, INC.

1119 of 1665



HUNTER'S RIDGE

ANNUAL STATUS REPORT NO. 8

JULY 1, 1999

**Prepared
for**

**HUNTER'S RIDGE RESIDENTIAL
GOLF PROPERTIES, INC.**

1 BEAGLE'S REST
ORMOND BEACH, FLORIDA 32174
(904) 677-7275

By

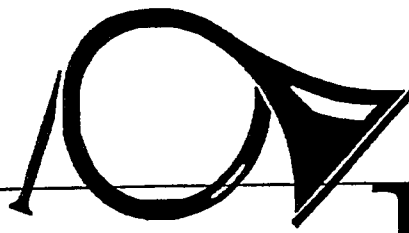


**ALANN ENGINEERING
GROUP, INC.**

CONSULTING ENGINEERS

232 S. Yonge Street
Ormond Beach, FL 32174

904/673-7640



HUNTER'S RIDGE

**ANNUAL STATUS REPORT
NO. 8**

EXHIBIT E

RESTORATION ACTIVITY

Exhibit E

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EXISTING DITCH

40' GRADE

SEE DETAIL SHEET 1

REPAIR BERM WHERE BREACHED

ENHANCEMENT AREA (36.1 ACRES)

REPAIR BERM WHERE BREACHED

CONSTRUCT DITCH BLOCKS (BOTH SIDES) MIN. TOP ELEV. 26.5

40' GRADE

TRAIL

SITE

VICINITY MAP



SCALE: 1 IN. = 300 FT.

1	1/4" = 100'	2	1/2" = 200'	3	3/4" = 300'
4	1" = 400'	5	1 1/4" = 500'	6	1 1/2" = 600'
7	1 3/4" = 700'	8	2" = 800'	9	2 1/4" = 900'
10	2 1/2" = 1000'	11	3" = 1200'	12	3 1/2" = 1400'
13	4" = 1600'	14	4 1/2" = 1800'	15	5" = 2000'
16	5 1/2" = 2200'	17	6" = 2400'	18	6 1/2" = 2600'
19	7" = 2800'	20	7 1/2" = 3000'	21	8" = 3200'
22	8 1/2" = 3600'	23	9" = 4000'	24	10" = 4500'
25	11" = 5000'	26	12" = 6000'	27	14" = 7000'
28	16" = 8000'	29	18" = 10000'	30	24" = 12000'

HULL CREEK REHYDRATION PROJECT AT HUNTERS RIDGE

JEV CONSTRUCTION & ASSOCIATES, INC. 10000 N. 10th Ave., Suite 100, Phoenix, AZ 85021 (602) 998-1000 FAX (602) 998-1001 WWW.JEVCON.COM	
PROJECT NO. 10000 SHEET NO. 10000 DATE: 10/1/00	DRAWN BY: J. JEV CHECKED BY: J. JEV DATE: 10/1/00

From: Hayes, Randy <Randy.Hayes@ormondbeach.org>
Sent: Sunday, February 5, 2023 5:36:27 PM
To: Al Hadeed <ahadeed@flaglercounty.gov>; Sean S. Moylan <smoylan@flaglercounty.gov>
Cc: Spraker, Steven <Steven.Spraker@ormondbeach.org>; Finley, Shawn
<Shawn.Finley@ormondbeach.org>; Shanahan, Joyce <Joyce.Shanahan@ormondbeach.org>; Michael
Chiumento III <michael3@legalteamforlife.com>; Kim Booker <kbooker@bookerandassoc.com>;
kim.buck@ae-group.com <kim.buck@ae-group.com>; Noah & Julie McKinnon
<nmckinnon@mckinnonandmckinnonpa.com>; Whitley, Claire <Claire.Whitley@ormondbeach.org>
Subject: Hunter's Ridge DRI

Dear Mr. Hadeed,

Please accept the attached correspondence regarding the city of Ormond Beach's position with certain elements of the applicant's NOPC and proposed re-adoption of the development order.

If you have any questions, please feel free to contact me or the city's special counsel in this matter, Noah McKinnon.

Thank you very much.

Randal A. Hayes, Esq.

CITY ATTORNEY

22 South Beach Street

Ormond Beach, FL 32175

(386) 676-3217

Randy.Hayes@ormondbeach.org

Notice: Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.



CITY OF ORMOND BEACH

Office of the City Attorney • P.O. Box 277 • 173 South Beach Street • Ormond Beach, FL 32175-0277 • (386) 676-3217 • Fax (386) 676-3321

February 5, 2023

Al Hadeed, County Attorney
Flagler County
1769 E. Moody Blvd., Bldg. 2
Bunnell, FL 32110

ahadeed@flaglercounty.gov
smoylan@flaglercounty.gov

Re: Hunter's Ridge NOPC; proposed development order

Dear Mr. Hadeed:

Thank you for the opportunity to provide comments regarding the Hunter's Ridge NOPC and the proposed DRI Development Order regarding the development of Hunter's Ridge in Flagler County. Elements of the Flagler County DRI Development Order, which the applicant/developer proposes that Flagler County readopt, conflicts with the developer's obligations under the Ormond Beach DRI Development Order which controls the development and use of land situated within the municipal boundaries of the city of Ormond Beach. The conflicts, which remain unresolved despite discussions with the applicant/developer's representatives over the past several months, result in the developer being in violation of the Ormond Beach DRI Development Order.

The state of Florida Land and Water Adjudicatory Commission ("FLWAC") issued an Amended Final Order in 1991 authorizing Hunter's Ridge development of regional impact to be developed and constructed within the territorial boundaries of Flagler County and the municipal boundaries of the city of Ormond Beach. The territorial boundaries of Flagler County are prescribed in section 7.18, Florida Statutes, and the municipal boundaries of Ormond Beach are set forth in section 2.01 of the city Charter. The county and city are authorized to exercise the power of self-governance over lands within their respective boundaries in accordance with Article VIII of the Florida Constitution, and sections 125 and 166, Florida Statutes; and they are prohibited from exercising powers extra-territorially except as may be allowed by section 4 of the Florida Constitution regarding the transfer of powers, and by general or special law such as section 163.01, Florida Statutes authorizing governmental agencies to enter into interlocal agreements in accordance with the Interlocal Cooperation Act, and section 335.0415, Florida Statutes regarding the transfer of jurisdiction over public roads.

The FLWAC issued two separate and distinct development orders for Hunter's Ridge development of regional impact that recognizes the separation of governmental powers within the respective jurisdictional boundaries: one for lands situated within the territorial boundaries of Flagler County over which Flagler County is empowered to exercise

legislative and governmental authority; and one for lands situated within the municipal boundaries of Ormond Beach over which Ormond Beach is empowered to exercise legislative and governmental authority. These powers necessarily include the authority to legislate comprehensive land use plan designations, zoning and land uses, to approve with or without conditions the development of land, to issue permits, to provide governmental oversight, and to initiate enforcement action, when necessary.

The Amended Final Order that was issued by FLWAC recognized that Flagler County and Ormond Beach entered into separate and distinct Joint Stipulations with the Hunter's Ridge developer, and incorporated the respective stipulations into separate development orders for Flagler County and Ormond Beach. The Joint Stipulation between the developer and Flagler County specifically determined that the proposed development for lands situated in Flagler County *"is consistent with the Flagler County Comprehensive Plan and all Flagler County land development regulations."* The Joint Stipulation between the developer and Ormond Beach specifically determined that the proposed development for lands within Ormond Beach *"is consistent with the Ormond Beach Comprehensive Plan and all Ormond Beach land development regulations."* Neither Flagler County nor Ormond Beach are a party to the other party's Joint Stipulation/DRI development order because neither party is empowered to exercise legislative or governmental power extra-territorially over land that is situated in the other party's territorial boundaries.

The Hunter's Ridge land that is situated within the municipal limits of Ormond Beach, and that is subject to the Ormond Beach DRI, is governed by Ormond Beach's comprehensive plan, zoning, land use, and development regulations. The Ormond Beach DRI Development Order includes many references subjecting the Hunter's Ridge land that is situated within the city to the ordinances and regulations of Ormond Beach. The subjugation of that land includes a conservation area located within the Ormond Beach DRI Development Order (Attachment 1). The attached map clearly delineates the jurisdictional boundary separating Ormond Beach and Flagler County.

In contrast, Map H of the NOPC (Attachment 2) has removed all reference that the Hunter's Ridge land, and other land within Ormond Beach abutting Flagler County, is subject to the jurisdiction of the city. Instead, Map H delineates the Hunter's Ridge land in Ormond Beach as "Hunter's Ridge (Volusia)" and delineates other land within Ormond Beach as being within the jurisdiction of Volusia County. The map notations misleadingly suggest the Hunter's Ridge land, and other lands, in Ormond Beach that abut the Hunter's Ridge land in Flagler County, are under the governmental jurisdiction of Volusia County, and not Ormond Beach. Volusia County is not a party to the Ormond Beach DRI Development Order.

The Ormond Beach DRI Development Order required the developer to convey Conservation Lands situated within the city to Ormond Beach. The developer has not conveyed Parcel "B" of the Conservation Lands. In fact, the Flagler County DRI Development Order authorizes certain uses within the Conservation Land that is situated in Ormond Beach, in direct violation of the Ormond Beach DRI Development Order. This causes the developer to be in violation of the Ormond Beach DRI Development Order and the violations must be remedied.

Further, a fire trail commonly referred to as “Forty Grade” or “40 Grade” is situated within the Conservation Lands located in Ormond Beach, extending into Flagler County. Section 7, f, 3) of the Flagler County DRI Development Order required the developer to provide Flagler County with a public access and utility easement over 40 Grade from State Road 40 in Ormond Beach to its terminus at Strickland Road/Durrance Lane. Section 7, f, 2) of the Flagler County DRI Development Order also authorizes the connection of “jeep trails” to 40 Grade. On April 24, 2017, the developer conveyed to Flagler County a perpetual 60-foot wide public access and road easement from State 40 in Ormond Beach northward to the 40 Grade terminus at Strickland Road/Durrance Lane. This public road easement was recorded in Flagler County and does not appear to have been recorded in Volusia County. The public road easement purports to authorize Flagler County to construct, improve, maintain, and use 40 Grade in perpetuity as a public road from State 40 in Ormond Beach northward through the Conservation Lands into Flagler County. This is a direct violation of the Ormond Beach DRI Development Order, including the prohibition against the use off-road vehicles in the Conservation Lands.

Steps toward correcting these violations would require the deletion of section 7, f, 2) and 3) from the Flagler County DRI Development Order, a release by Flagler county of the “40 Grade Grant of Easement”, and the conveyance by Flagler County and/or the developer of 40 Grade and the portion of Parcel B Conservation Lands that are situated in Ormond Beach.

In addition, section 4, e, 1) of the Flagler County DRI Development Order requires the developer to construct an equestrian trail head west of Airport Road in Ormond Beach providing for the construction of a minimum of fifteen (15) truck/trailers, plus ten (10) parking spaces for passenger cars, restroom facilities, a corral area, and watering and feeding facilities for horses. The construction of these facilities is subject to the permitting approval by Ormond Beach; however, Ormond Beach has not authorized this use for Hunter’s Ridge lands that are situated within the city and subject to the Ormond Beach DRI Development Order. The Ormond Beach city commission would be the legislative body with authority to authorize this use prior to the exercise of regulatory permitting by city staff. The authorization provided by this condition of the Flagler County DRI Development Order appears to be in conflict with the Ormond Beach DRI Development Order. The use may also require an interlocal agreement between Ormond Beach and Flagler County.

The relevant parts of the Ormond Beach DRI Development Order regarding the conflicts described herein are as follows:

Conveyance of Conservation Lands

Special Condition 3.5

*“The Applicant **shall convey** the lands enumerated (hereafter “**Conservation Lands**”) in the Joint Stipulation dated December 6, 1990 (which is attached and incorporated herein as Exhibit B-B) and entered into by and among the Florida Audubon Society, the City of Ormond Beach, Flagler County, and*

the Applicant, in a manner consistent with said Joint Stipulation."

Joint Stipulation

"1. The developer removes from development and agrees to convey the lands identified as parcels "A" and "B" on Exhibit A an undivided one half interest in parcels "A" and "B" to the St. Johns River Water Management District and an undivided one half interest to Flagler County for those portions of parcels "A" and "B" located within Flagler County, and an undivided one half interest to the City of Ormond Beach for those portions of Parcels "A" and "B" located within the City of Ormond Beach, subject to the following:

"(a) Conveyance of Parcel A shall be by Fee Simple Warranty Deed." [This parcel was conveyed in 1996]

"(b) Conveyance of Parcel B shall be by Fee Simple Warranty Deed, reserving to the grantor and its heirs, successors and assigns certain specified timber interests, equestrian use rights, and hunting interests as further specified below." [This parcel has not been conveyed]

Uses and Deed Restrictions

Special Condition 3.5 (Uses)

"A. The conservation lands shall be used and managed exclusively for the maintenance, preservation, and restoration of the native upland and wetland ecosystems historically existent on the Conservation Lands and used for compatible environmental educational activities (hiking, birdwatching, nature study, fishing, and like activities that do not require the construction of facilities otherwise prohibited by a conservation easement."

"B. Any development activities, waste disposal, excavation, filling, well drilling, construction (other than the excavation and filling necessary to restore the natural hydroperiod of the area and limited construction of the environmental educational facilities such as nature trails and boardwalks) shall be strictly prohibited."

"C. The use, or possession, of off road vehicles, such as all terrain vehicles, swamp or dune buggies, by members of the public will be strictly prohibited on the Conservation Lands."

"D. The hunting rights to the Conservation Lands shall be retained by the Applicant, its successors and assigns, for deer and feral hogs only. Otherwise, hunting shall be prohibited."

"E. The Applicant shall retain the right to conduct equestrian activities on

the Conservation Lands in a manner approved by the St. Johns River Water Management District."

*"H. Any timber interests retained by the Applicant in the Conservation Lands shall be for limited silvicultural purposes relative to the harvest of pine trees. It is anticipated, and the **Applicant agrees**, that the **hydroperiod restoration required** under this condition will result in major portions of **Parcel "B"** of the Conservation Lands undergoing transition to a wetland state that will no longer facilitate the cultivation and harvest of pine. The Applicant may continue to exercise pine timber management and harvest on the property once the natural hydroperiod is restored, **under a plan which is acceptable** to the St. Johns River Water Management District, Flagler County, and the **City of Ormond Beach**, and which plan is designed to limit pine silvicultural practices to only those compatible with the restored hydroperiod of the area, and which plan provides a maximization of wildlife benefits, as determined by the St. Johns River Water Management District."*

Joint Stipulation (Uses)

*"4. The timber interests retained by Florida Georgia and its heirs, successors and assigns in **Parcel "B"** shall be for limited silvicultural purposes relative to the harvest of pine trees. It is anticipated, and Florida Georgia agrees, that the **hydroperiod restoration required** under this stipulation will result in major portions of **Parcel "B"** undergoing transition to a wetland state that will no longer facilitate the cultivation and harvest of pine Florida Georgia may continue to exercise pine timber management and harvest on the property once the natural hydroperiod is restored, **under a plan acceptable** to the St. Johns River Management District, Flagler County, and the **City of Ormond Beach** which is designed to limit pine silvicultural practices to only those compatible with the restored hydroperiod of the area, and provide a maximization of wildlife benefits, as determined by the St. Johns River Water Management District."*

"5. Florida Georgia, its heirs, successors and assigns shall retain their right to (in a manner approved by the St. Johns River Water Management District), to conduct equestrian activities on the lands conveyed to the district. The hunting rights to the property shall be retained by Florida Georgia, its heirs, successors, and assigns, for deer and feral hogs only."

Joint Stipulation (Deed Restrictions)

"2. The above conveyances shall be subject to the following deed restrictions:

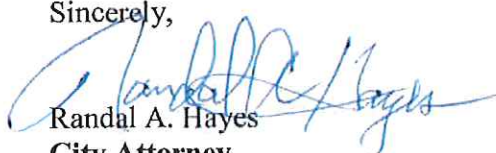
"(a) The use and management of the lands conveyed shall be exclusively for maintenance, preservation, and restoration of native upland and wetland ecosystems historically existent on the property and use for

compatible environmental education activities and passive recreational activities. No use for any purpose other than those specified above shall be permitted. Any development activities, waste disposal, excavation, filling, well drilling, construction, (other than excavation and filling necessary to restore the natural hydroperiod of the area and limited construction of environmental education facilities such as nature trails and boardwalk) shall be strictly prohibited. Passive recreation as used herein shall mean hiking, birdwatching, nature study, fishing, and like activities that do not require construction of facilities otherwise prohibited by the conservation easement. The use or possession of off-road vehicles such as all-terrain motorcycles, swamp or dune buggies by members of the public will be strictly prohibited on the property. Hunting shall be prohibited, except as specified in Paragraph 5 below [i.e., for deer and feral hogs by the developer and successors in interest]. The Florida Audubon Society shall have standing to enforce the deed restrictions, and said fact shall be included in the conveyance of Parcels A and B as provided in Paragraph 1 of this Stipulation”.

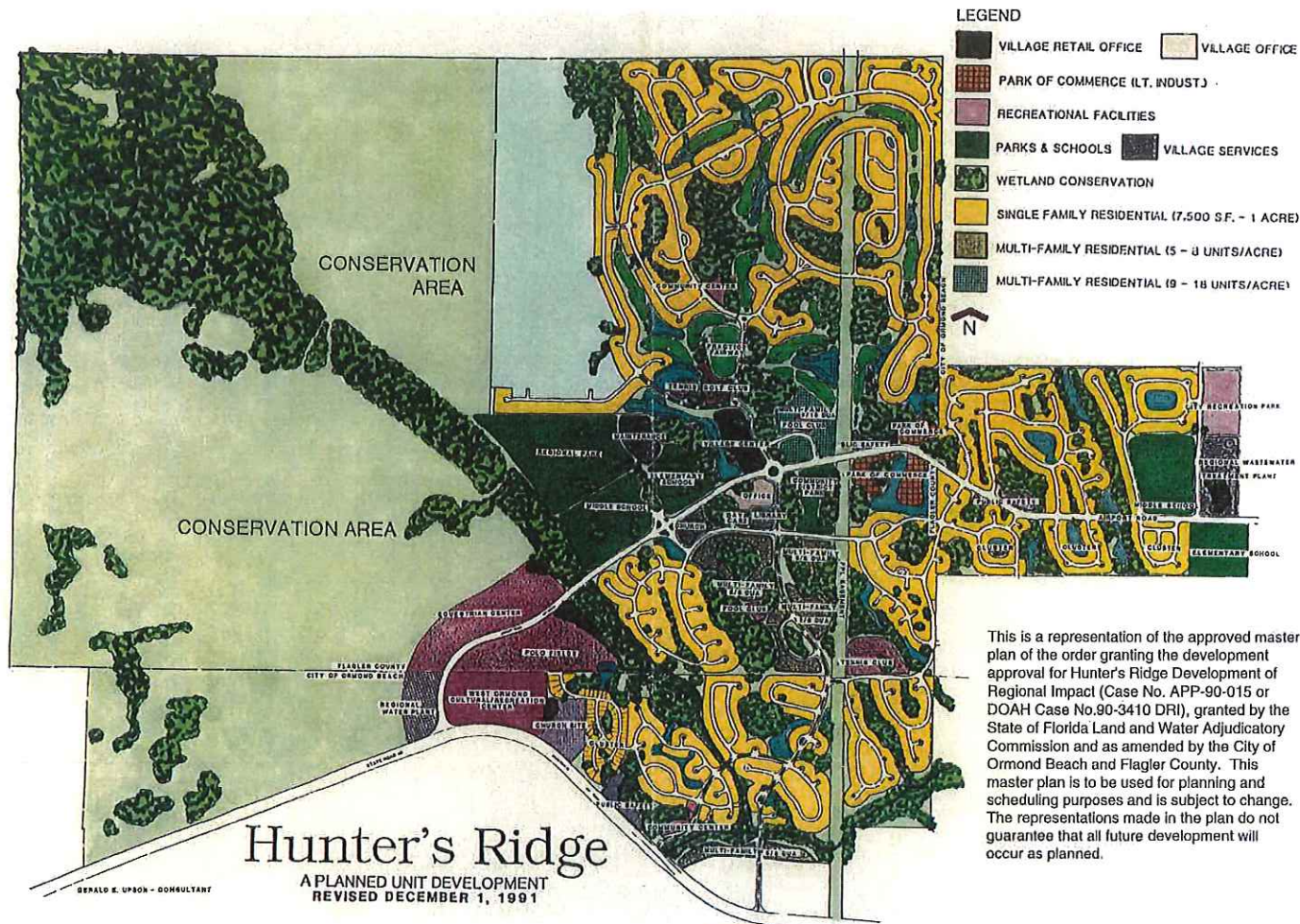
In conclusion, the developer's conveyance to Flagler County of the 40 Grade public access and road easement prevents the city from receiving fee simple title of the Conservation Land from the developer, resulting in a violation of the Ormond Beach DRI Development Order. The use of the 40 Grade easement as a public access and road is also a violation of the Ormond Beach DRI Development Order. Finally, the Flagler County DRI Development Order authorizing the developer to undertake certain activities related to the construction of an equestrian trail head that necessarily requires approval by Ormond Beach, results in further conflict that will need to be resolved.

Please let me know if you have any questions or desire further information.

Sincerely,

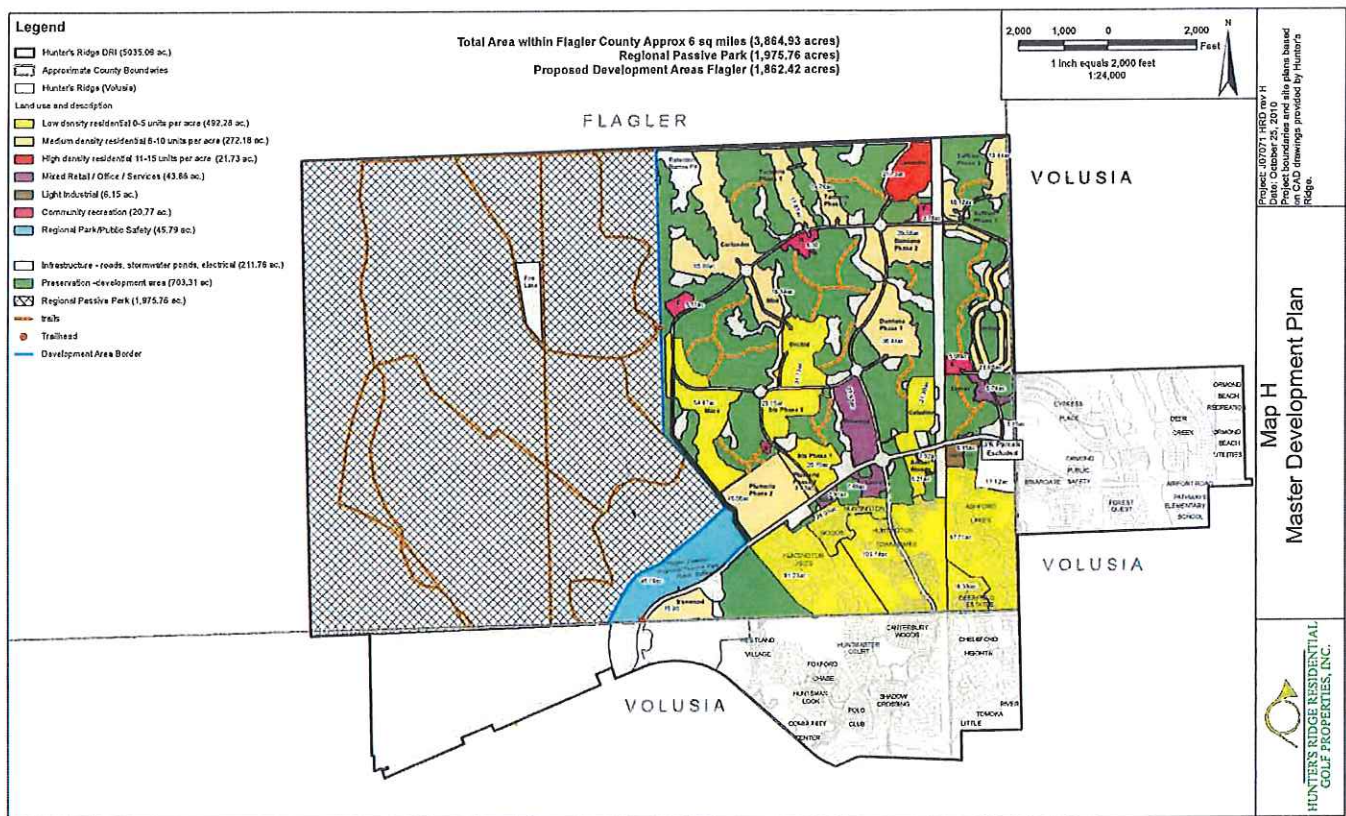

Randal A. Hayes
City Attorney

C: Joyce Shanahan, Ormond Beach City Manager
Steven Spraker, Ormond Beach Planning Director
Shawn Finley, Ormond Beach Public Works Director
Michael Chiumento, Esquire
Kim Booker, Esquire
Kim Buck, P.E.



Attachment 1

Ormond Beach
DRI



Attachment 2

Flagler County
 NDR DRI



CITY OF ORMOND BEACH

Office of the City Attorney • P.O. Box 277 • 173 South Beach Street • Ormond Beach, FL 32175-0277 • (386) 676-3217 • Fax (386) 676-3321

February 5, 2023

Al Hadeed, County Attorney
Flagler County
1769 E. Moody Blvd., Bldg. 2
Bunnell, FL 32110

ahadeed@flaglercounty.gov
smoylan@flaglercounty.gov

Re: Hunter's Ridge NOPC; proposed development order

Dear Mr. Hadeed:

Thank you for the opportunity to provide comments regarding the Hunter's Ridge NOPC and the proposed DRI Development Order regarding the development of Hunter's Ridge in Flagler County. Elements of the Flagler County DRI Development Order, which the applicant/developer proposes that Flagler County readopt, conflicts with the developer's obligations under the Ormond Beach DRI Development Order which controls the development and use of land situated within the municipal boundaries of the city of Ormond Beach. The conflicts, which remain unresolved despite discussions with the applicant/developer's representatives over the past several months, result in the developer being in violation of the Ormond Beach DRI Development Order.

The state of Florida Land and Water Adjudicatory Commission ("FLWAC") issued an Amended Final Order in 1991 authorizing Hunter's Ridge development of regional impact to be developed and constructed within the territorial boundaries of Flagler County and the municipal boundaries of the city of Ormond Beach. The territorial boundaries of Flagler County are prescribed in section 7.18, Florida Statutes, and the municipal boundaries of Ormond Beach are set forth in section 2.01 of the city Charter. The county and city are authorized to exercise the power of self-governance over lands within their respective boundaries in accordance with Article VIII of the Florida Constitution, and sections 125 and 166, Florida Statutes; and they are prohibited from exercising powers extra-territorially except as may be allowed by section 4 of the Florida Constitution regarding the transfer of powers, and by general or special law such as section 163.01, Florida Statutes authorizing governmental agencies to enter into interlocal agreements in accordance with the Interlocal Cooperation Act, and section 335.0415, Florida Statutes regarding the transfer of jurisdiction over public roads.

The FLWAC issued two separate and distinct development orders for Hunter's Ridge development of regional impact that recognizes the separation of governmental powers within the respective jurisdictional boundaries: one for lands situated within the territorial boundaries of Flagler County over which Flagler County is empowered to exercise

legislative and governmental authority; and one for lands situated within the municipal boundaries of Ormond Beach over which Ormond Beach is empowered to exercise legislative and governmental authority. These powers necessarily include the authority to legislate comprehensive land use plan designations, zoning and land uses, to approve with or without conditions the development of land, to issue permits, to provide governmental oversight, and to initiate enforcement action, when necessary.

The Amended Final Order that was issued by FLWAC recognized that Flagler County and Ormond Beach entered into separate and distinct Joint Stipulations with the Hunter's Ridge developer, and incorporated the respective stipulations into separate development orders for Flagler County and Ormond Beach. The Joint Stipulation between the developer and Flagler County specifically determined that the proposed development for lands situated in Flagler County *"is consistent with the Flagler County Comprehensive Plan and all Flagler County land development regulations."* The Joint Stipulation between the developer and Ormond Beach specifically determined that the proposed development for lands within Ormond Beach *"is consistent with the Ormond Beach Comprehensive Plan and all Ormond Beach land development regulations."* Neither Flagler County nor Ormond Beach are a party to the other party's Joint Stipulation/DRI development order because neither party is empowered to exercise legislative or governmental power extra-territorially over land that is situated in the other party's territorial boundaries.

The Hunter's Ridge land that is situated within the municipal limits of Ormond Beach, and that is subject to the Ormond Beach DRI, is governed by Ormond Beach's comprehensive plan, zoning, land use, and development regulations. The Ormond Beach DRI Development Order includes many references subjecting the Hunter's Ridge land that is situated within the city to the ordinances and regulations of Ormond Beach. The subjugation of that land includes a conservation area located within the Ormond Beach DRI Development Order (Attachment 1). The attached map clearly delineates the jurisdictional boundary separating Ormond Beach and Flagler County.

In contrast, Map H of the NOPC (Attachment 2) has removed all reference that the Hunter's Ridge land, and other land within Ormond Beach abutting Flagler County, is subject to the jurisdiction of the city. Instead, Map H delineates the Hunter's Ridge land in Ormond Beach as "Hunter's Ridge (Volusia)" and delineates other land within Ormond Beach as being within the jurisdiction of Volusia County. The map notations misleadingly suggest the Hunter's Ridge land, and other lands, in Ormond Beach that abut the Hunter's Ridge land in Flagler County, are under the governmental jurisdiction of Volusia County, and not Ormond Beach. Volusia County is not a party to the Ormond Beach DRI Development Order.

The Ormond Beach DRI Development Order required the developer to convey Conservation Lands situated within the city to Ormond Beach. The developer has not conveyed Parcel "B" of the Conservation Lands. In fact, the Flagler County DRI Development Order authorizes certain uses within the Conservation Land that is situated in Ormond Beach, in direct violation of the Ormond Beach DRI Development Order. This causes the developer to be in violation of the Ormond Beach DRI Development Order and the violations must be remedied.

Further, a fire trail commonly referred to as “Forty Grade” or “40 Grade” is situated within the Conservation Lands located in Ormond Beach, extending into Flagler County. Section 7, f, 3) of the Flagler County DRI Development Order required the developer to provide Flagler County with a public access and utility easement over 40 Grade from State Road 40 in Ormond Beach to its terminus at Strickland Road/Durrance Lane. Section 7, f, 2) of the Flagler County DRI Development Order also authorizes the connection of “jeep trails” to 40 Grade. On April 24, 2017, the developer conveyed to Flagler County a perpetual 60-foot wide public access and road easement from State 40 in Ormond Beach northward to the 40 Grade terminus at Strickland Road/Durrance Lane. This public road easement was recorded in Flagler County and does not appear to have been recorded in Volusia County. The public road easement purports to authorize Flagler County to construct, improve, maintain, and use 40 Grade in perpetuity as a public road from State 40 in Ormond Beach northward through the Conservation Lands into Flagler County. This is a direct violation of the Ormond Beach DRI Development Order, including the prohibition against the use off-road vehicles in the Conservation Lands.

Steps toward correcting these violations would require the deletion of section 7, f, 2) and 3) from the Flagler County DRI Development Order, a release by Flagler county of the “40 Grade Grant of Easement”, and the conveyance by Flagler County and/or the developer of 40 Grade and the portion of Parcel B Conservation Lands that are situated in Ormond Beach.

In addition, section 4, e, 1) of the Flagler County DRI Development Order requires the developer to construct an equestrian trail head west of Airport Road in Ormond Beach providing for the construction of a minimum of fifteen (15) truck/trailers, plus ten (10) parking spaces for passenger cars, restroom facilities, a corral area, and watering and feeding facilities for horses. The construction of these facilities is subject to the permitting approval by Ormond Beach; however, Ormond Beach has not authorized this use for Hunter’s Ridge lands that are situated within the city and subject to the Ormond Beach DRI Development Order. The Ormond Beach city commission would be the legislative body with authority to authorize this use prior to the exercise of regulatory permitting by city staff. The authorization provided by this condition of the Flagler County DRI Development Order appears to be in conflict with the Ormond Beach DRI Development Order. The use may also require an interlocal agreement between Ormond Beach and Flagler County.

The relevant parts of the Ormond Beach DRI Development Order regarding the conflicts described herein are as follows:

Conveyance of Conservation Lands

Special Condition 3.5

*“The Applicant **shall convey** the lands enumerated (hereafter “**Conservation Lands**”) in the Joint Stipulation dated December 6, 1990 (which is attached and incorporated herein as Exhibit B-B) and entered into by and among the Florida Audubon Society, the City of Ormond Beach, Flagler County, and*

the Applicant, in a manner consistent with said Joint Stipulation."

Joint Stipulation

*"1. The developer removes from development and agrees to **convey the lands identified as parcels "A" and "B" on Exhibit A** an undivided one half interest in parcels "A" and "B" to the St. Johns River Water Management District and an undivided one half interest to Flagler County for those portions of parcels "A" and "B" located within Flagler County, and **an undivided one half interest to the City of Ormond Beach** for those portions of Parcels "A" and "B" located within the City of Ormond Beach, **subject to the following:***

*"(a) Conveyance of **Parcel A** shall be by **Fee Simple Warranty Deed.**" [This parcel was conveyed in 1996]*

*"(b) Conveyance of **Parcel B** shall be by **Fee Simple Warranty Deed, reserving to the grantor and its heirs, successors and assigns certain specified **timber** interests, **equestrian** use rights, and **hunting** interests as further specified below.**" [This parcel has not been conveyed]*

Uses and Deed Restrictions

Special Condition 3.5 (Uses)

"A. The conservation lands shall be used and managed exclusively for the maintenance, preservation, and restoration of the native upland and wetland ecosystems historically existent on the Conservation Lands and used for compatible environmental educational activities (hiking, birdwatching, nature study, fishing, and like activities that do not require the construction of facilities otherwise prohibited by a conservation easement."

"B. Any development activities, waste disposal, excavation, filling, well drilling, construction (other than the excavation and filling necessary to restore the natural hydroperiod of the area and limited construction of the environmental educational facilities such as nature trails and boardwalks) shall be strictly prohibited."

"C. The use, or possession, of off road vehicles, such as all terrain vehicles, swamp or dune buggies, by members of the public will be strictly prohibited on the Conservation Lands."

"D. The hunting rights to the Conservation Lands shall be retained by the Applicant, its successors and assigns, for deer and feral hogs only. Otherwise, hunting shall be prohibited."

"E. The Applicant shall retain the right to conduct equestrian activities on

the Conservation Lands in a manner approved by the St. Johns River Water Management District.”

*“H. Any timber interests retained by the Applicant in the Conservation Lands shall be for limited silvicultural purposes relative to the harvest of pine trees. It is anticipated, and the **Applicant agrees**, that the **hydroperiod restoration required** under this condition will result in major portions of **Parcel “B”** of the Conservation Lands undergoing transition to a wetland state that will no longer facilitate the cultivation and harvest of pine. The Applicant may continue to exercise pine timber management and harvest on the property once the natural hydroperiod is restored, **under a plan which is acceptable to the St. Johns River Water Management District, Flagler County, and the City of Ormond Beach**, and which plan is designed to limit pine silvicultural practices to only those compatible with the restored hydroperiod of the area, and which plan provides a maximization of wildlife benefits, as determined by the St. Johns River Water Management District.”*

Joint Stipulation (Uses)

*“4. The timber interests retained by Florida Georgia and its heirs, successors and assigns in **Parcel “B”** shall be for limited silvicultural purposes relative to the harvest of pine trees. It is anticipated, and Florida Georgia agrees, that the **hydroperiod restoration required** under this stipulation will result in major portions of **Parcel “B”** undergoing transition to a wetland state that will no longer facilitate the cultivation and harvest of pine Florida Georgia may continue to exercise pine timber management and harvest on the property once the natural hydroperiod is restored, **under a plan acceptable to the St. Johns River Management District, Flagler County, and the City of Ormond Beach** which is designed to limit pine silvicultural practices to only those compatible with the restored hydroperiod of the area, and provide a maximization of wildlife benefits, as determined by the St. Johns River Water Management District.”*

“5. Florida Georgia, its heirs, successors and assigns shall retain their right to (in a manner approved by the St. Johns River Water Management District), to conduct equestrian activities on the lands conveyed to the district. The hunting rights to the property shall be retained by Florida Georgia, its heirs, successors, and assigns, for deer and feral hogs only.”

Joint Stipulation (Deed Restrictions)

“2. The above conveyances shall be subject to the following deed restrictions:

“(a) The use and management of the lands conveyed shall be exclusively for maintenance, preservation, and restoration of native upland and wetland ecosystems historically existent on the property and use for

compatible environmental education activities and passive recreational activities. No use for any purpose other than those specified above shall be permitted. Any development activities, waste disposal, excavation, filling, well drilling, construction, (other than excavation and filling necessary to restore the natural hydroperiod of the area and limited construction of environmental education facilities such as nature trails and boardwalk) shall be strictly prohibited. Passive recreation as used herein shall mean hiking, birdwatching, nature study, fishing, and like activities that do not require construction of facilities otherwise prohibited by the conservation easement. The use or possession of off-road vehicles such as all-terrain motorcycles, swamp or dune buggies by members of the public will be strictly prohibited on the property. Hunting shall be prohibited, except as specified in Paragraph 5 below [i.e., for deer and feral hogs by the developer and successors in interest]. The Florida Audubon Society shall have standing to enforce the deed restrictions, and said fact shall be included in the conveyance of Parcels A and B as provided in Paragraph 1 of this Stipulation”.

In conclusion, the developer's conveyance to Flagler County of the 40 Grade public access and road easement prevents the city from receiving fee simple title of the Conservation Land from the developer, resulting in a violation of the Ormond Beach DRI Development Order. The use of the 40 Grade easement as a public access and road is also a violation of the Ormond Beach DRI Development Order. Finally, the Flagler County DRI Development Order authorizing the developer to undertake certain activities related to the construction of an equestrian trail head that necessarily requires approval by Ormond Beach, results in further conflict that will need to be resolved.

Please let me know if you have any questions or desire further information.

Sincerely,



Randal A. Hayes
City Attorney

C: Joyce Shanahan, Ormond Beach City Manager
Steven Spraker, Ormond Beach Planning Director
Shawn Finley, Ormond Beach Public Works Director
Michael Chiumento, Esquire
Kim Booker, Esquire
Kim Buck, P.E.

Kim Booker

From: Hayes, Randy <Randy.Hayes@ormondbeach.org>
Sent: Sunday, February 5, 2023 5:47 PM
To: Michael Chiumento III; Kim Booker
Cc: Noah & Julie McKinnon
Subject: Hunter's Ridge issues

Dear Mike and Kim,

As follow up to the letter I emailed to the Flagler County Attorney, which you were both copied on, and as we have stated in the past, we view these issues as non-compliance issues regarding the Ormond Beach DRI Development Order. The unresolved issues may result in compliance measures. Accordingly, please do not contact my clients (i.e., members of the city commission, management, or staff) without first clearing through me.

Thank you for the anticipated cooperation. We look forward to resolving the issues.

Randal A. Hayes, Esq.

CITY ATTORNEY
22 South Beach Street
Ormond Beach, FL 32175
(386) 676-3217
Randy.Hayes@ormondbeach.org

Notice: Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

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Sent Via Email:
Ahadeed@flaglercounty.gov
Randy.Hayes@ormondbeach.org

February 6, 2023

Al Hadeed, County Attorney
County of Flagler
1769 E Moody Blvd, Building 2
Bunnell, Florida 32110
FedEx #8176 5227 1124

Randy Hayes, City Attorney
City of Ormond
22 South Beach Street
Ormond Beach, Florida 32174
FedEx #8176 5227 1135

Re: Response to Letter dated February 5, 2023 from City of Ormond Beach to Al Hadeed,
Esquire, County of Flagler regarding the Ormond Hunter's Ridge DRI ("Letter")

Dear Al Hadeed and Mr. Hayes:

I am in receipt of the above referenced Letter dated January 5, 2023. In response to the above referenced Letter, the Developer, US Capital Alliance, LLC. is in full compliance with all conditions of the DRI. The Developer's response is as follows:

1. The 40 grade easement was a requirement by Flagler County in the 2010 DRI amendment for the provision of fire services and maintenance of the Flagler County conservation areas which was recorded in both Flagler County at Official Records Book 2203, Page 529 and in Volusia County at Official Records Book 7394, Page 4702 (both are attached hereto for your review). This road is an existing easement for a number of homeowners located in Section 14 which is north of the Conservation area and is already providing access to a number of different individuals since **before** the DRI was adopted in 1990 (See OR Book 2261, Page 224 (1981 Easement); OR Book 4226, Page 4106 (amendment to Easement). In addition, a conservation easement was placed on the Ormond Conservation area as recorded in OR Book 4178, Page 932 in connection with a prior permit. I have attached hereto copies of these documents for your review. In addition, the blanket Conservation Easement excluded the 40 grade road and the Conservation Park Agreement provided an easement in favor of the Developer in Flagler County, all of which were negotiated with SJRWMD at the time of the conveyance of the Conservation Area to Flagler. The Developer only did what was requested by Noah McKinnon, Esquire who was acting in his capacity as the attorney for Flagler County at the time. I think it is important to note my opinion that Mr. McKinnon may have a conflict of

interest since he is now representing Ormond Beach against the interest of Flagler County.

2. The Developer and Flagler County had previously agreed upon removing any references to Ormond Beach in the Flagler County DRI. The Developer has no object to removing such references including the trailhead.
3. As to Map H, this Map H has been part of the DRI since its inception and the purpose of the County references was to distinguish the County line.
4. As to the Parcel B of the Conservation Area lying in Ormond Beach, the Developer, SJRWMD and Ormond have approved a form of the conveyance deed for this parcel, but SJRWMD is requiring the completion of any permitting requirements as well as Phase I and title work prior to completing the conveyance. The Developer is diligently working to complete these requirements as the deed conveys jointly a one-half undivided interest to each party. The Ormond Beach DRI is substantially completed and the Developer originally went to the City with a proposal to deed this area to the City when it was discovered that even though Ormond had been substantially built out, this parcel was still owned by the Developer. It was assumed this was handled this way because of the SJRWMD permitting requirements and the placement of several conservation easements on the Ormond Conservation Area for permitting completed prior to this Developer acquiring the property. At the time, Ormond indicated that Ormond wanted the Conservation Area for placing wells and expanding the water capacity to service Avalon development and the Developer explained the limitations of the DRI which would prevent that activity. It is also important to note that there are existing easements in favor of other people which were placed on the 40 grade prior to the DRI being adopted. I have attached these easements for your review.
5. Finally, as to the completion of the hydroperiod restoration work under 3.5 of the Joint Stipulation, I have attached a memorandum prepared by Kimberly Buck, P.E. of Alann Engineering Group, Inc. which contains some of the historical data from various permits and the annual reports indicating that this work was completed many years ago. In addition, the County of Flagler previously adopted a resolution recognizing the completion of all conditions precedent to the Developer's vested right to use the Conservation area for mitigation credits on March 8, 2004 which I have attached for your review. This information should clarify the City's position that the Developer has satisfied all conditions under the Joint Stipulation to utilize the area for wetland mitigation, and over the years has done so in accordance with development permits approved by the City of Ormond and SJRWMD. In compliance with the DRI, the Ormond portion of the Hunter's Ridge project has been nearly completely built out with numerous permits granted by SJRWMD and the City of Ormond allowing the Conservation Area to be utilized for wetland mitigation credits and conservation easements. Accordingly, I believe you will find the attached information supports the Developer's position that all of the hydroperiod restoration work was designed, completed and approved by SJRWMD and the City and therefore, the Developer is in full compliance with the terms of the DRI.

In conclusion, it appears that Ormond's primary issue is more of a Flagler County issue than one with the Developer. The 40 grade easement in favor of the County is one of many other easements which were established before the conditions in the DRI and I believe the Flagler easement would be an exception to any restrictions within the DRI and SJRWMD as it was excluded from the conservation easement description when it was granted to SJRWMD. These matters were all negotiated with Flagler County and SJRWMD at the time of the conveyance of Parcel B in Flagler County.

My client would like to request a meeting to resolve any issues the County feels need to be addressed. If you have any questions or comments regarding this matter, please feel free to contact me.

Sincerely,

Booker & Associates, P.A.

A handwritten signature in blue ink, appearing to read 'KCB', followed by a horizontal line.

By: _____
Kim C. Booker, Attorney at Law

Attachments

cc: Glen Fishman, US Capital Alliance, LLC. , gfishman@assetrestructuring.com



ALANN ENGINEERING GROUP
CONSULTING ENGINEERS SINCE 1989

MEMORANDUM

TO: Glen Fishman, US Capital Alliance, LLC
Jake Beren, US Capital Alliance, LLC
FROM: Kimberly A. Buck, P.E.
CC: Kim Booker, Booker & Associates
DATE: January 24, 2023
RE: Hunter's Ridge DRI, Wetland Restoration

As requested, we researched the archived files for Hunter's Ridge to verify that the Restoration Work as required by Paragraph 3.5 of the Joint Stipulation Agreement has been completed.

The initial restoration work occurred during the design and permitting of Shadow Crossings, the first permit for Hunter's Ridge located in the City of Ormond Beach section of the DRI. The description in the Technical Staff Report prepared by the Water Management District, stated "Historically, the Shadow Crossings site and the larger DRI area have been managed for silviculture... There is a central drainage canal called Hull Cypress Drainage Canal which bisects the property and flows south from Hull Cypress Swamp to the Little Tomoka River." The report further discusses breaches in the spoil berm along the canal which have lowered the water table. As part of this permit, restoration of approximately 20 acres of wetlands was permitted. The restoration consisted of filling 2 drainage ditches that connected wetlands in the preservation area to the Hull Cypress Canal. It should also be noted that there were on-site ditches filled as well.

Attached for reference is a copy of the letter and exhibits that were sent to Glenn Lowe at St. Johns River Water Management District and the District's Technical Staff Report. This initial restoration work was permitted in 1988.

The Hull Cypress Canal Restoration Project was then permitted in April 1997. Construction commenced in 1997 and was completed in 1998. As reported in the Annual Reports, the Restoration project consisted of the installation of a water control structure at the point where the Hull Cypress Swamp discharges into Hull Creek (Hull Cypress Drainage Canal). During normal rainfall periods, the dam diverts the normal runoff flow through the wetland areas to a depth of one to six inches. The dam provided restoration of approximately 108 acres of previously drained wetlands.

Attached are excerpts from the 1995 through 1999 Annual Reports. These reports and plans were provided to the City of Ormond Beach, Flagler County and the agencies listed and certified on the first pages of the reports.

This memorandum provides the documentation to verify that the Restoration Project(s) have been designed, permitted and constructed in accordance with the requirements outlined in Paragraph 3.5 of the Joint Stipulation Agreement. Should you have any questions or require additional information, please advise.

SHADOW CROSSINGS

TECHNICAL STAFF REPORT

880 Airport Rd. Suite 113
Ormond Beach, FL 32174
CA5479

T. 386-673-7640
www.ae-group.com

MANAGEMENT AND STORAGE OF SURFACE WATERS TECHNICAL STAFF REPORT
10/31/1988

OWNER: GEORGIA PACIFIC
133 PEACHTREE STREET N.E.
ATLANTA, GA 30303

AGENT: CHARLES BURKETT & ASSOC.
P. O. BOX 80689
DAYTONA BCH, FL 20155

COUNTY: Volusia Flagler
SECTION(S): 27 TOWNSHIP(S): 14S RANGE(S): 31E
ACRES OWNED: 5037.000 PROJECT ACREAGE: 222.000

AUTHORITY: 40C-4.041(1)(2)(b)2, AND 40C-42.011, F.A.C.

GENERAL DESCRIPTION OF APPLICATION NO. 4-127-0131A:
APPLICATION IS FOR CONSTRUCTION OF STORMWATER TREATMENT AND SURFACE
WATER MANAGEMENT FACILITIES CONSISTING OF ROADSIDE SWALES, INLETS,
STORMSEWER, 4 WET DETENTION LAKES, 1 DRY RETENTION POND AND USE OF
AN ISOLATED 9.8 ACRE WETLAND TO SERVE 288 SINGLE-FAMILY HOMESITES
WITH ASSOCIATED ROADWAYS ON 222 ACRES LOCATED IMMEDIATELY NORTH OF
THE LITTLE TOMOKA RIVER.

RECEIVING WATER BODY(IES): LITTLE TOMOKA RIVER (CLASS III)

EXISTING LAND USE: PINE PLANTATION, FORESTED AND HERBACEOUS
WETLANDS

OPERATION AND MAINTENANCE ENTITY: HOMEOWNER'S ASSOCIATION

STAFF COMMENTS:

THE PROPOSED WORK IS TO SERVE A 222 ACRE PROJECT LOCATED NORTHEAST
OF S.R. 40, NORTH OF AND ADJACENT TO THE LITTLE TOMOKA RIVER, WEST
OF THE VOLUSIA/FLAGLER COUNTY LINE AND EAST OF S.R. 11 (SEE
ATTACHMENT 1). SHADOW CROSSINGS IS PART OF A LARGER DEVELOPMENT OF
REGIONAL IMPACT CALLED HUNTER'S RIDGE. THE DRI AREA APPROXIMATES
5,037 ACRES. THIS INITIAL STAGE OF DEVELOPMENT IS PART OF A
PRELIMINARY DEVELOPMENT AGREEMENT (P.D.A.) BETWEEN THE APPLICANT
AND THE DEPARTMENT OF COMMUNITY AFFAIRS.

HISTORICALLY, THE SHADOW CROSSINGS SITE AND THE LARGER DRI AREA
HAVE BEEN MANAGED FOR SILVICULTURE. THE SITE IS DOMINATED BY
PLANTED PINE PLANTATION AND FORESTED WETLANDS. THE UPLAND PINE
PLANTATIONS ARE ALMOST ENTIRELY SLASH PINE. THERE IS A CENTRAL
DRAINAGE CANAL CALLED HULL CYPRESS DRAINAGE CANAL WHICH BISECTS
THE PROPERTY AND FLOWS SOUTH FROM HULL CYPRESS SWAMP TO THE
LITTLE TOMOKA RIVER.

4
THERE ARE 38 ACRES OF WETLANDS ON-SITE THAT ARE ISOLATED FROM WATERS OF THE STATE, AND 24 ACRES OF WETLANDS THAT ARE CONNECTED TO WATERS OF THE STATE. THE 19.5 ACRES OF THE CONNECTED WETLANDS ARE LOCATED IN THE NORTHWEST PORTION OF THE SITE AND ARE CONNECTED TO THE HULL CYPRESS CANAL THROUGH BREACHES IN THE SPOIL BERM. THE SYSTEM IS STRESSED DUE TO THE PRESENCE OF THE CANAL WHICH HAS LOWERED THE WATER TABLE. ANOTHER 2.5 ACRES OF WETLANDS NORTH OF THE LITTLE TOMOKA RIVER HAS BEEN IMPACTED BY WILD HOGS; APPROXIMATELY 1 ACRE OF THIS HAS BEEN DEGRADED TO THE EXTENT THAT ITS VALUE AS WILDLIFE HABITAT HAS BEEN SUBSTANTIALLY DIMINISHED. AN ADDITIONAL 1.5 ACRES OF CONNECTED WETLANDS ARE LOCATED ADJACENT TO THE HULL CYPRESS DRAINAGE CANAL IN THE SOUTHEAST PORTION OF THE PROJECT.

ALL ON-SITE WETLANDS ARE DOMINATED BY CYPRESS, LOBLOLLY BAY, AND SWEETGUM EXCEPT FOR THE 1 ACRE HIGHLY DISTURBED AREA WHICH IS COMPRISED PRIMARILY OF IMMATURE LOBLOLLY BAY AND CORDGRASS.

THE 15 ACRES OF THE ISOLATED WETLANDS ARE PROPOSED TO BE REMOVED: 10 ACRES FOR THE CONSTRUCTION OF DETENTION POND #5, AND THE REMAINING 5 ACRES IS COMPRISED OF WETLAND SYSTEMS WHICH ARE ONE ACRE OR LESS. IMPACTS TO CONNECTED WETLANDS ARE LIMITED TO 1.5 ACRES: THE 1 ACRE HOG WALLOW AND 0.5 ACRE IN THE 19.5 ACRE WETLAND FOR CONSTRUCTION OF A SWALE.

TO OFFSET ADVERSE IMPACTS TO OFF-SITE AQUATIC AND WETLAND DEPENDENT SPECIES, THE APPLICANT IS PROPOSING TO:

1. CONSTRUCT AND PLANT LITTORAL ZONES AROUND ALL WET DETENTION PONDS,
2. RECORD CONSERVATION EASEMENTS AND/OR DEED RESTRICTIONS ON ALL UNDISTURBED ON-SITE WETLANDS, INCLUDING THOSE WHICH ARE ADJACENT TO RESIDENTIAL LOTS, AND

3. RESTORE APPROXIMATELY 20 ACRES OF WETLANDS (SEE ATTACHMENT 2).

RESTORATION WILL CONSIST OF THE FILLING OF 2 DRAINAGE DITCHES WHICH FLOW FROM THE WESTERN BOUNDARY OF THE PROPERTY AND THROUGH THE 20 ACRES OF WETLANDS DESCRIBED IN #3 ABOVE, EASTERLY TO THE HULL CYPRESS DRAINAGE CANAL. THESE WETLANDS WILL BE PART OF A PRESERVATION AREA WHICH WILL EVENTUALLY EXTEND FROM THE HULL CYPRESS SWAMP TO S.R. 40. THE APPLICANT HAS ALREADY COMMITTED TO PRESERVING THIS AREA (750 ACRES) AS PART OF THE PDA APPROVAL. THE 750 ACRE TRACT ENCOMPASSES PART OF THE HULL CYPRESS SWAMP AND A STRAND OF UPLANDS AND WETLANDS.

IN POST-DEVELOPMENT DRAINAGE WILL BE PROVIDED IN ROADSIDE SWALES WHICH WILL PROVIDE PRE-TREATMENT OF STORMWATER RUNOFF BEFORE IT IS COLLECTED BY THE STORMSEWER SYSTEM AND CONVEYED TO ONE OF THE WET DETENTION LAKES, DRY POND, OR ISOLATED WETLAND THAT PROVIDE FURTHER TREATMENT AND ATTENUATION OF PEAK FLOWS.

RETENTION POND #1 IS LOCATED IN THE 9.75 ACRE ISOLATED WETLAND IN THE SOUTHWEST CORNER OF THE PROPERTY. THIS AREA WILL BE LEFT UNDISTURBED EXCEPT FOR SOME RECONSTRUCTING OF THE 28 FOOT CONTOUR LINE WITHIN LOTS ADJACENT TO THE WETLAND ALONG ITS NORTHERN BANK. THE TWO INLET STRUCTURES DIRECTING RUNOFF FROM THE ENTRANCE ROAD TO THIS POND ARE LOCATED AS FAR AWAY AS POSSIBLE FROM THE STRUCTURE DIRECTING OVERFLOW FROM THE POND TO THE LITTLE TOMOKA RIVER TO PREVENT SHORT-CIRCUITING. THE POST-DEVELOPMENT PEAK RATE OF DISCHARGE WILL NOT EXCEED THE PRE-DEVELOPMENT RATE.

DETENTION POND #2 WILL BE ESTABLISHED WITHIN A .98 ACRE, A .79 ACRE AND A .73 ACRE ISOLATED WETLAND IN THE WESTERN PORTION OF THE PROPERTY, AND WILL BE INTERCONNECTED WITH DETENTION POND #3 TO BE LOCATED WITHIN A .64 ACRE ISOLATED WETLAND. THESE PONDS WILL PROVIDE TREATMENT OF RUNOFF USING WET DETENTION WITH BLEEDDOWN ORIFICE AND ATTENUATE THE PEAK RATE OF RUNOFF FOR THE 25 YEAR, 24 HOUR STORM EVENT.

THE 19.5 ACRE WETLAND NORTH OF PROPOSED DETENTION POND #3 WILL SERVE AS AN ADDITIONAL DETENTION AREA (#4) FOR EXCESS FLOWS FROM POND #3 DURING MAJOR STORM EVENTS. EXCESS WATER WILL DISCHARGE THROUGH PONDS #3 AND #2 AND EVENTUALLY TO THE HULL CYPRESS DRAINAGE CANAL. CONSTRUCTION OF POND #3 AT THE SOUTH OF THIS WETLAND IS NOT ANTICIPATED TO FURTHER ALTER THE HYDROPERIOD BECAUSE IT IS SMALL AND WILL BE LINED TO PREVENT GROUNDWATER SEEPAGE INTO IT FROM THE NORTH.

PROPOSED POND #5 ENCROACHES INTO AND WRAPS AROUND A 18 ACRE ISOLATED WETLAND LOCATED IN THE NORTHEAST PORTION OF THE SITE. THIS POND IS ALSO DESIGNED TO MEET THE DISTRICTS WET DETENTION GUIDELINES. DISCHARGE WILL BE DIRECTED TO A SWALE THAT WILL BE CONSTRUCTED ALONG THE NORTHERN BOUNDARY OF THIS PROJECT WHICH WILL CONVEY RUNOFF WEST OF THE HULL CYPRESS CANAL.

PROPOSED POND #6 IS A WET DETENTION POND LOCATED WITHIN THE PREVIOUSLY DESCRIBED 1 ACRE HIGHLY DISTURBED WETLAND CONNECTED TO WATER OF THE STATE. THE RECOVERY PIPE FOR THIS POND IS ROUTED AROUND THE WETLANDS ADJACENT TO POND #6 AND OUTFALLS INTO AN IMPROVED DITCH THAT FLOWS TO THE LITTLE TOMOKA RIVER. OVERFLOW WILL ENTER THIS ADJACENT WETLAND VIA A CONCRETE WEIR.

RETENTION POND #7 WILL ENCR OACH WITHIN 0.13 ACRES OF CONNECTED WETLANDS IN THE SOUTHERN PORTION OF THE PROPERTY. THIS WILL BE A SMALL DRY BOTTOM RETENTION POND THAT WILL OVERFLOW VIA A 50 FOOT BROADCRESTED WEIR AFTER RETAINING THE REQUIRED POLLUTION ABATEMENT VOLUME. THIS POND WILL DISCHARGE INTO THE LITTLE TOMOKA RIVER.

STAFF BELIEVES THAT THIS PROJECT, AS PROPOSED AN CONDITIONED, WILL NOT ADVERSELY AFFECT NATURAL RESOURCES, FISH, AND WILDLIFE, OR HYDROLOCALLY RELATED ENVIRONMENTAL FUNCTIONS AND IS CONSISTENT WITH THE CRITERIA SET FORTH IN CHAPTERS 40C-4, AND 40C-42, F.A.C., IMPLEMENTED DECEMBER 7, 1983, AND APRIL 1, 1986, RESPECTIVELY.

TOTAL WETLANDS INVOLVED: 62.0

TOTAL WETLANDS PRESERVED: 45.5

TOTAL WETLANDS DISTURBED: 0.0

TOTAL WETLANDS LOST: 16.5

TOTAL WETLANDS RESTORED/CREATED: 25.0

RECOMMENDATION: APPROVAL

CONDITIONS FOR APPLICATION NUMBER 4-127-0131A

GENERAL (SEE CONDITION SHEET): 1-7

SPECIAL (SEE CONDITION SHEET): 1, 2, 4, 9 & 14

STORMWATER (SEE CONDITION SHEET): 23

OTHER CONDITIONS:

1. The proposed stormwater management system must be constructed as per plans and calculations received by the District on October 28, 1988.
2. Lake 5 must be completely constructed to its full design size as part of Phase I construction.
3. The littoral zone plantings must be placed along the entire perimeter of each wet detention lake (Lakes 2, 3, 5, and 6) as soon as feasible to ensure their survival, but no later than the date construction of the major roadways on the site is completed or prior to occupancy of any dwellings that will drain to the lake.

4. Successful establishment of the created herbaceous wetlands and enhanced forested wetlands will have occurred when:
 - A. At least an 80% cover of desired herbaceous vegetation occurs within 3 years of planting. AT least an 80% coverage must be maintained in perpetuity.
 - B. At least 80% of the planted trees have survived and are showing signs of growth after 5 years as determined by District Staff.

Replacement or an alternative planting plan will be required if successful establishment of desired species does not occur within these time frames. Should an amended planting plan be required, the Permittee must submit revised plans to the District for Staff review, which include at a minimum the information listed in section 16.1.5, A.H. A statement listing probable causes of failure must also be submitted at this time. Time frames for successful establishment of the littoral zone will start over if greater than 20% of the planted vegetation has to be replaced during the 5 year monitoring period.

6. The Permittee must implement a monitoring plan of the mitigation areas which includes the information in A through E below. The Permittee must submit this information in report form to the District biannually for 5 years following completion of the planting (once before and once after the growing season) or until the mitigation is determined by District Staff to be successful.
 - A. Description of vegetative composition,
 - B. Percent cover,
 - C. Percent survival of each plant species,
 - D. Maintenance practices and schedules including the number and species of new plants that are used to replace dead materials, and
 - E. Location of sampling transects.
7. Nuisance species shall be controlled only by hand or mechanical removal.

8. Prior to commencement of construction, the Permittee shall cause to be recorded a conservation easement or deed restrictions pursuant to Section 704.06, F.S., prohibiting the activities described in paragraphs 704.06(2), (a) through (H), F.S., except that which is specifically authorized by this permit or future District permit within the conservation easement as shown on the plans entitled "Conservation Easement Area" received by the District on September 9, 1988. Said easement must be submitted to the District for review and approval prior to recording and must contain provisions as set forth in subsections 2 and 3 of section 704.06, F.S., as well as provisions stating that the easement is enforceable by the District and may not be amended without prior approval by the District.
9. The Permittee is responsible for the selection, implementation, and operation of all erosion and sediment control measures to prevent sediment discharge to preserved wetlands, and discharge of turbid water to waters of the state in violation of the standards set forth in Chapter 17-3, F.A.C., during any construction activities. In the event of a turbidity violation, the Permittee shall be responsible for all corrective and additional erosion control measures to prevent further violations during any construction of the permitted system. The Permittee should implement measures recommended by a soil erosion and sediment control professional or appropriate best management practices. An erosion control plan must be submitted to and approved by District Staff prior to beginning construction.
10. Prior to commencement of clearing, grading, or any construction within the 222 acre "Shadow Crossings" development, fill shall be placed in the ditches offsite in accordance with the proposed enhancement plan as received by the District on September 19, 1988. The Permittee must install 2 piezometers referenced to N.G.V.D. to monitor the shallow groundwater levels within the restored wetlands. The water levels shall be recorded monthly and a report which includes local rainfall and associated water levels must be submitted to the District annually for a period of 3 years after implementation of the restoration plan.
11. Prior to any construction within waters of the state, the Permittee must submit to the District copies of Dredge and Fill permits for all construction within "Waters of the State". Construction within "Waters of the State" includes, but may not be limited to, stormwater facilities within basin #6 and lots within the northwest corner of the site.

12. Within 30 days after completion of construction of the surface water management system, the Permittee must submit 1 set of as-built plans for the entire surface water management system, certified by a land surveyor or professional engineer registered in the state of Florida.

WYNN/SALAFRIO

SHADOW CROSSINGS

**LETTER TO SJRWMD WITH
RESTORATION EXHIBITS**

880 Airport Rd. Suite 113
Ormond Beach, FL 32174
CA5479

T. 386-673-7640
www.ae-group.com

2 N.W.
11/23/88
3:45

Charles E. Burkett & Associates, Inc.

Consulting Engineers

309 Oakridge Boulevard
P. O. Box 2689
Daytona Beach, Florida 32015
Phone 904/258-1338

November 23, 1988

Mr. Glenn Lowe
St. Johns River Water Management District
P.O. Box 1429
Palatka, FL 32078

Re: Shadow Crossings, CEBA Project Number 87-352
SJRWMD Permit Application Number 4-127-0131A In Volusia
County

Dear Mr. Lowe:

Attached are two exhibits reflecting the area calculations for restoration in connection with Shadow Crossings. The first exhibit is a small scale drawing of the overall Hunter's Ridge project with the restoration area hatched. The second exhibit is merely an enlargement of that specific area.

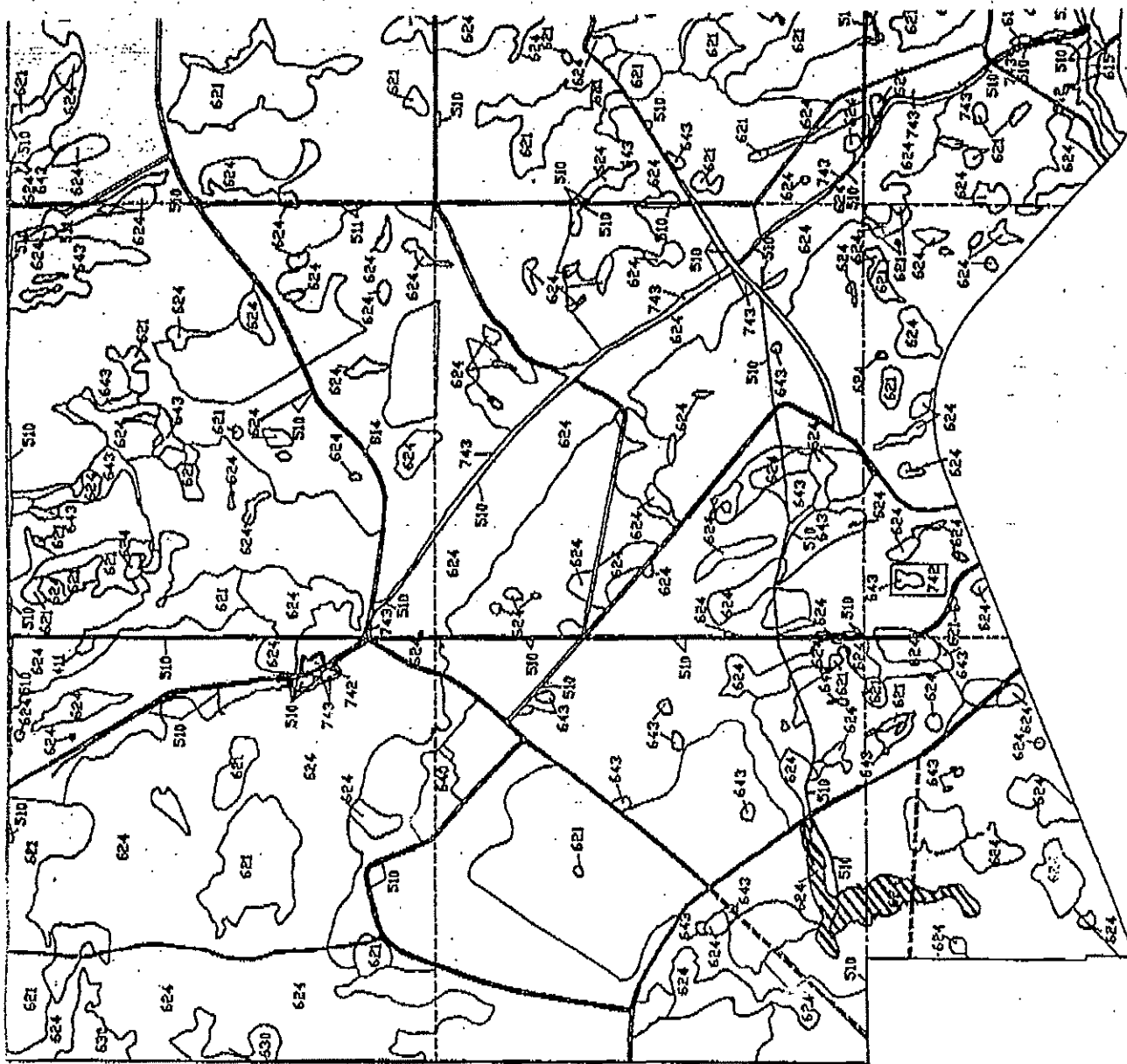
We calculated the area to be restored as 19.76 acres. The area of the littoral zones is 2.95 acres. This provides for a total restoration of 22.71 acres with 16.56 acres of wetlands being removed.

Should you have any questions or require additional information, please advise.

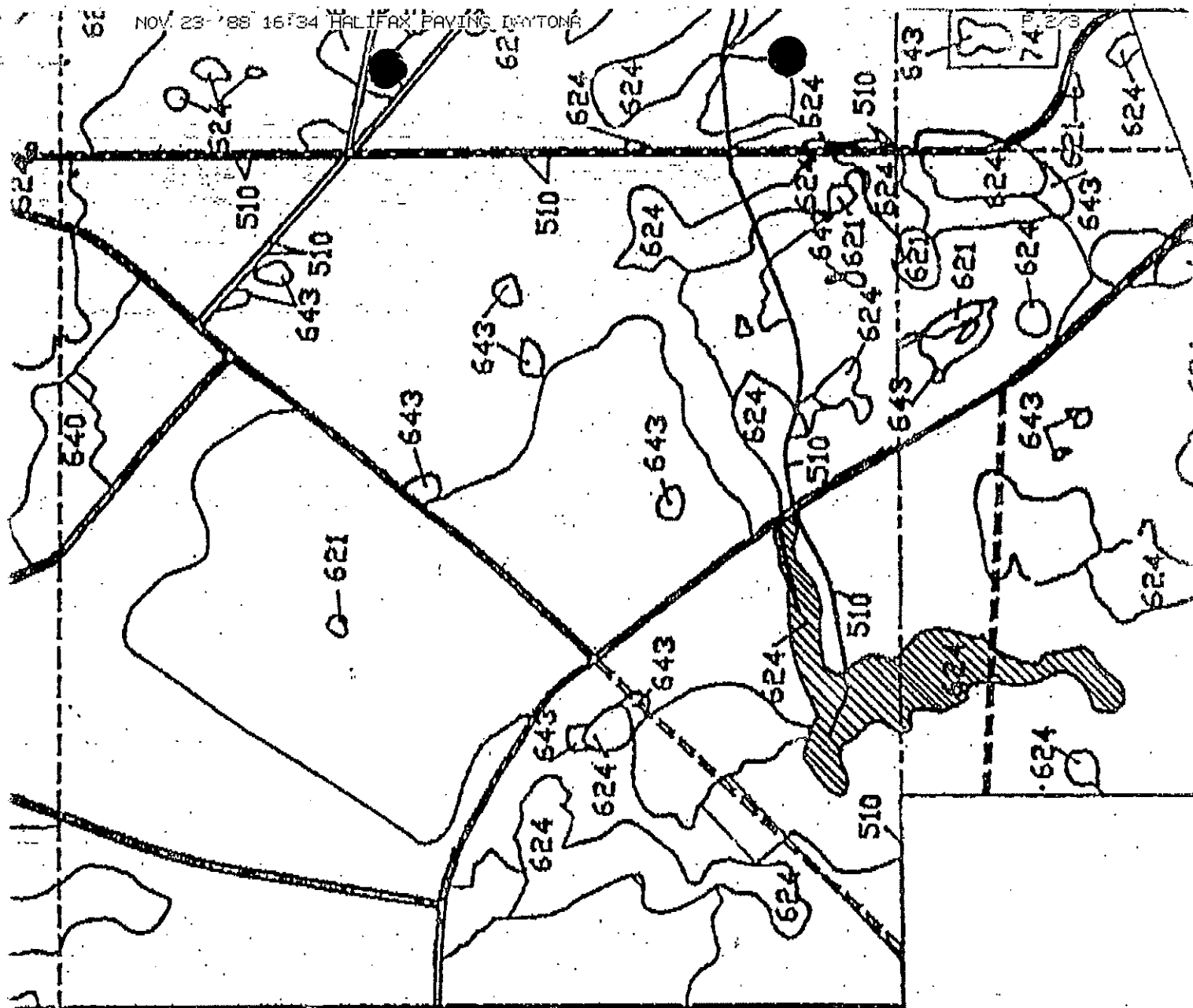
Sincerely,
CHARLES E. BURKETT & ASSOCIATES



Kimberly A. Buck, P.E.
Project Engineer



NOV 23 '88 16:34 HALIFAX PAYING DAYTONA



EXCERPTS FROM ANNUAL REPORTS

880 Airport Rd. Suite 113
Ormond Beach, FL 32174
CA5479

T. 386-673-7640
www.ae-group.com



LUNTER'S RIDGE

ANNUAL STATUS REPORT NO. 4

JULY 1, 1995

Prepared
for

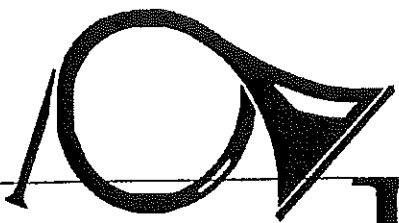
**Georgia-Pacific
Investment Company**

2 Lonetree Loop
Ormond Beach, Florida 32174
(904) 877-7275

By



ALAN ENGINEERING
GROUP, INC.
CONSULTING ENGINEERS
210 S. YORRIS STREET
ORMOND BEACH, FL 32174
904/877-7649



HUNTER'S RIDGE

EXHIBIT E

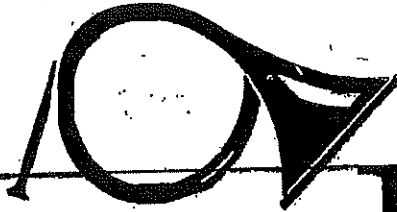
RESTORATION ACTIVITY

HUNTER'S RIDGE RESTORATION PROJECT:

Many of the wetlands in the Hunter's Ridge Conservation Area have been stressed as a result of ditches cut through this property over the years. As part of the Development of Regional Impact (DRI) approval for developing the Hunter's Ridge PUD, the owner agreed to block off selected ditches in order to back up the stormwater into the adjoining wetlands areas, thereby restoring a more natural hydroperiod.

Many ditches have already been blocked under the original permit for Shadow Crossings at Hunter's Ridge. This proposal is to construct a water control structure at the point where the Hull Cypress Swamp discharges into Hull Creek. During normal rainfall periods, a proposed dam will divert the normal runoff flow through the wetlands areas to a depth of one inch - six inches. However, the water control structure will be fitted with "flashboard risers" that can be quickly removed during a major storm event, allowing the existing ditch to bypass the higher wetlands areas.

The proposed dam should result in the restoration of approximately 108 acres of previously drained wetlands for a relatively minor construction cost, while still allowing the ditch system to provide flood control during major storm events.



HUNTER'S RIDGE

ANNUAL STATUS REPORT NO. 5

JULY 1, 1996

Prepared
for

Georgia-Pacific
Investment Company

2 Lonetree Look
Ormond Beach, Florida 32174
(904) 677-7275

By

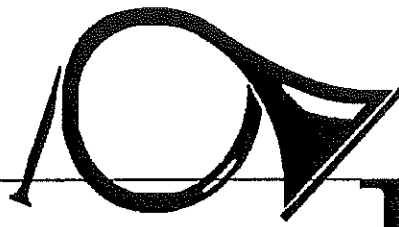


ALANN ENGINEERING
GROUP, INC.

CONSULTING ENGINEERS

222 S. Yonge Street
Ormond Beach, FL 32174

904/673-7640



HUNTER'S RIDGE

EXHIBIT E

RESTORATION ACTIVITY

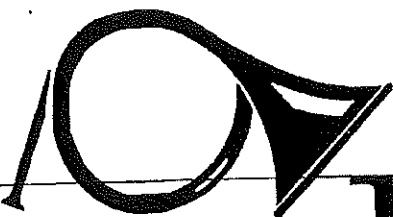
HUNTER'S RIDGE RESTORATION PROJECT:

Many of the wetlands in the Hunter's Ridge Conservation Area have been stressed as a result of ditches cut through this property over the years. As part of the Development of Regional Impact (DRI) approval for developing the Hunter's Ridge PUD, the owner agreed to block off selected ditches in order to back up the stormwater into the adjoining wetlands areas, thereby restoring a more natural hydroperiod.

Many ditches have already been blocked under the original permit for Shadow Crossings at Hunter's Ridge. This proposal is to construct a water control structure at the point where the Hull Cypress Swamp discharges into Hull Creek. During normal rainfall periods, a proposed dam will divert the normal runoff flow through the wetlands areas to a depth of one inch - six inches. However, the water control structure will be fitted with "flashboard risers" that can be quickly removed during a major storm event, allowing the existing ditch to pass the higher wetlands areas.

The proposed dam should result in the restoration of approximately 108 acres of previously drained wetlands for a relatively minor construction cost, while still allowing the ditch system to provide flood control during major storm events.

This restoration project is currently in the final stages of development and should commence in the 1996/1997 reporting period.



HUNTER'S RIDGE

ANNUAL STATUS REPORT NO. 6

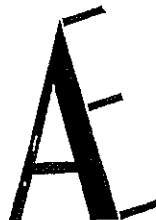
JULY 1, 1997

**Prepared
for**

**Georgia-Pacific
Investment Company**

**1 Beagle's Rest
Ormond Beach, Florida 32174
(904) 677-7275**

By

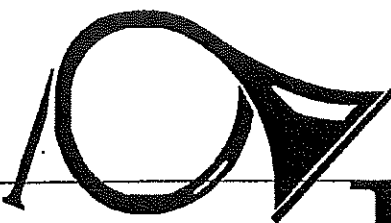


**ALANN ENGINEERING
GROUP, INC.**

CONSULTING ENGINEERS

**232 S. Yonge Street
Ormond Beach, FL 32174**

904/673-7640



HUNTER'S RIDGE

**ANNUAL STATUS REPORT
NO. 6**

EXHIBIT E

RESTORATION ACTIVITY

HUNTER'S RIDGE RESTORATION PROJECT:

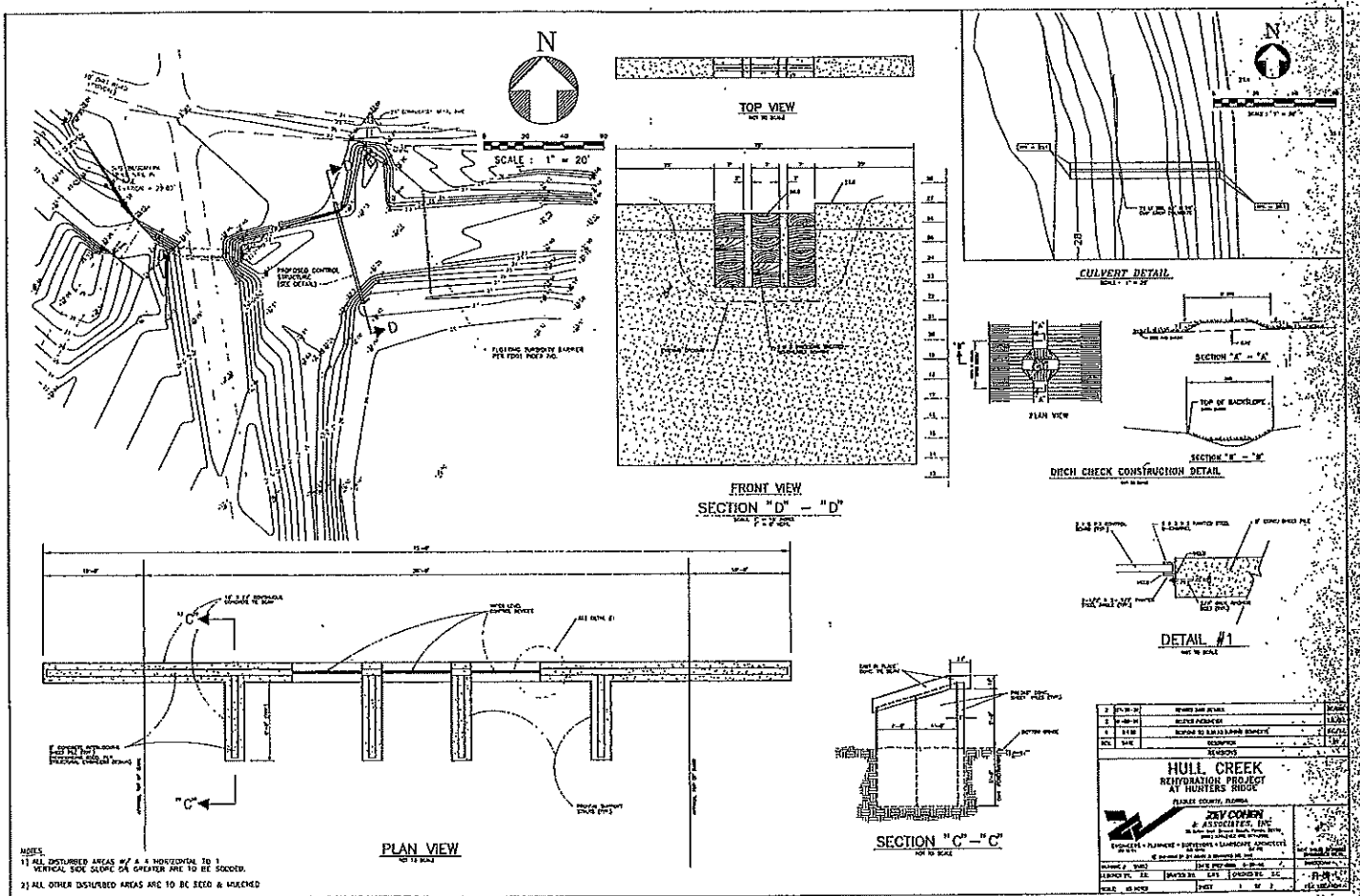
Many of the wetlands in the Hunter's Ridge Conservation Area have been stressed as a result of ditches cut through this property over the years. As part of the Development of Regional Impact (DRI) approval for developing the Hunter's Ridge PUD, the owner agreed to block off selected ditches in order to back up the stormwater into the adjoining wetlands areas, thereby restoring a more natural hydroperiod.

Many ditches have already been blocked under the original permit for Shadow Crossings at Hunter's Ridge. This proposal is to construct a water control structure at the point where the Hull Cypress Swamp discharges into Hull Creek. During normal rainfall periods, a proposed dam will divert the normal runoff flow through the wetlands areas to a depth of one inch - six inches. However, the water control structure will be fitted with "flashboard risers" that can be quickly removed during a major storm event, allowing the existing ditch to pass the higher wetlands areas.

The proposed dam should result in the restoration of approximately 108 acres of previously drained wetlands for a relatively minor construction cost, while still allowing the ditch system to provide flood control during major storm events.

This restoration project was permitted through SJRWMD on April 8, 1997. Construction should commence in the 1997/1998 reporting period.

A copy of the restoration plan is included in Exhibit E.



INSTALL DBL 42" X 29" CMP ARCH CULVERTS BETWEEN ROAD SIDE SWALES, WITH HEAD WALLS, MITERED END SECTIONS, OR PRECAST FLARED END SECTIONS. (SEE DETAIL)

LOW AREAS WILL CONTINUE TO DRAIN TO THE SOUTH

EXISTING DITCH

40' GRADE

SEE DETAIL SHEET 1

REPAIR BERM WHERE BREACHED

ENHANCEMENT AREA (383 ACRES)

REPAIR BERM WHERE BREACHED

CONSTRUCT DITCH BLOCKS (BOTH SIDES) MIN. TOP ELEV. 28.5

TRAIL

40' GRADE

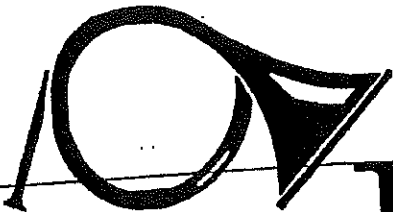
SITE

VICINITY MAP



SCALE: 1" = 300 FT.

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HUNTER'S RIDGE

ANNUAL STATUS REPORT NO. 7

JULY 1, 1998

Prepared
for

**HUNTER'S RIDGE RESIDENTIAL
GOLF PROPERTIES, INC.**

1 BEAGLE'S REST
ORMOND BEACH, FLORIDA 32174
(904) 677-7275

By

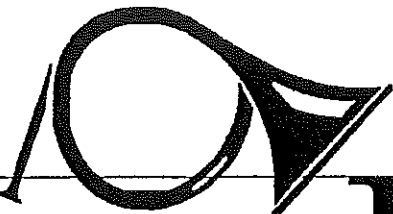


**ALANN ENGINEERING
GROUP, INC.**

CONSULTING ENGINEERS

232 S. Yonge Street
Ormond Beach, FL 32174

904/673-7640



HUNTER'S RIDGE

**ANNUAL STATUS REPORT
NO. 7**

EXHIBIT E

RESTORATION ACTIVITY

Exhibit E

HUNTER'S RIDGE RESTORATION PROJECT:

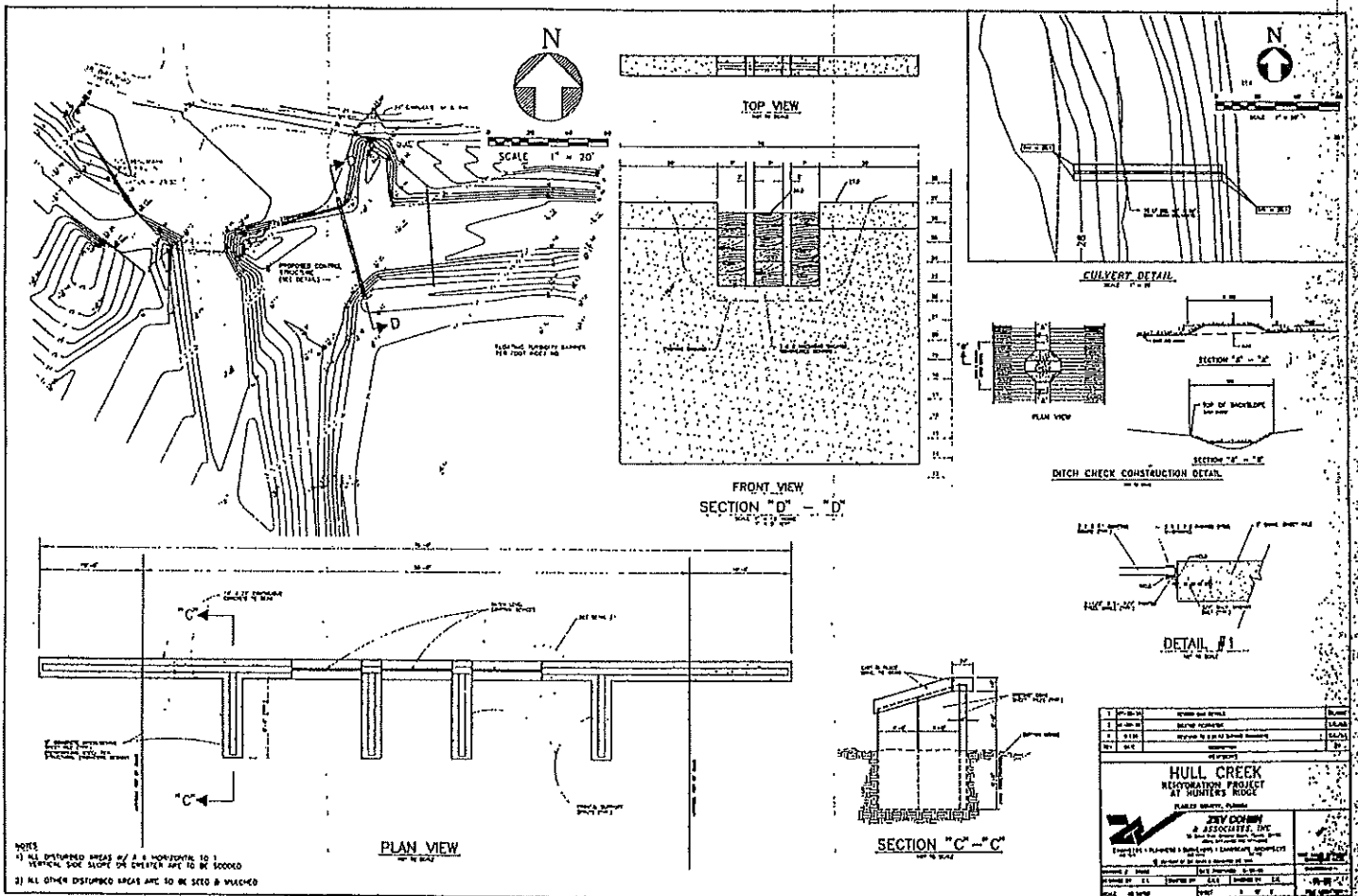
Many of the wetlands in the Hunter's Ridge Conservation Area have been stressed as a result of ditches cut through this property over the years. As part of the Development of Regional Impact (DRI) approval for developing the Hunter's Ridge PUD, the owner agreed to block off selected ditches in order to back up the stormwater into the adjoining wetlands areas, thereby restoring a more natural hydroperiod.

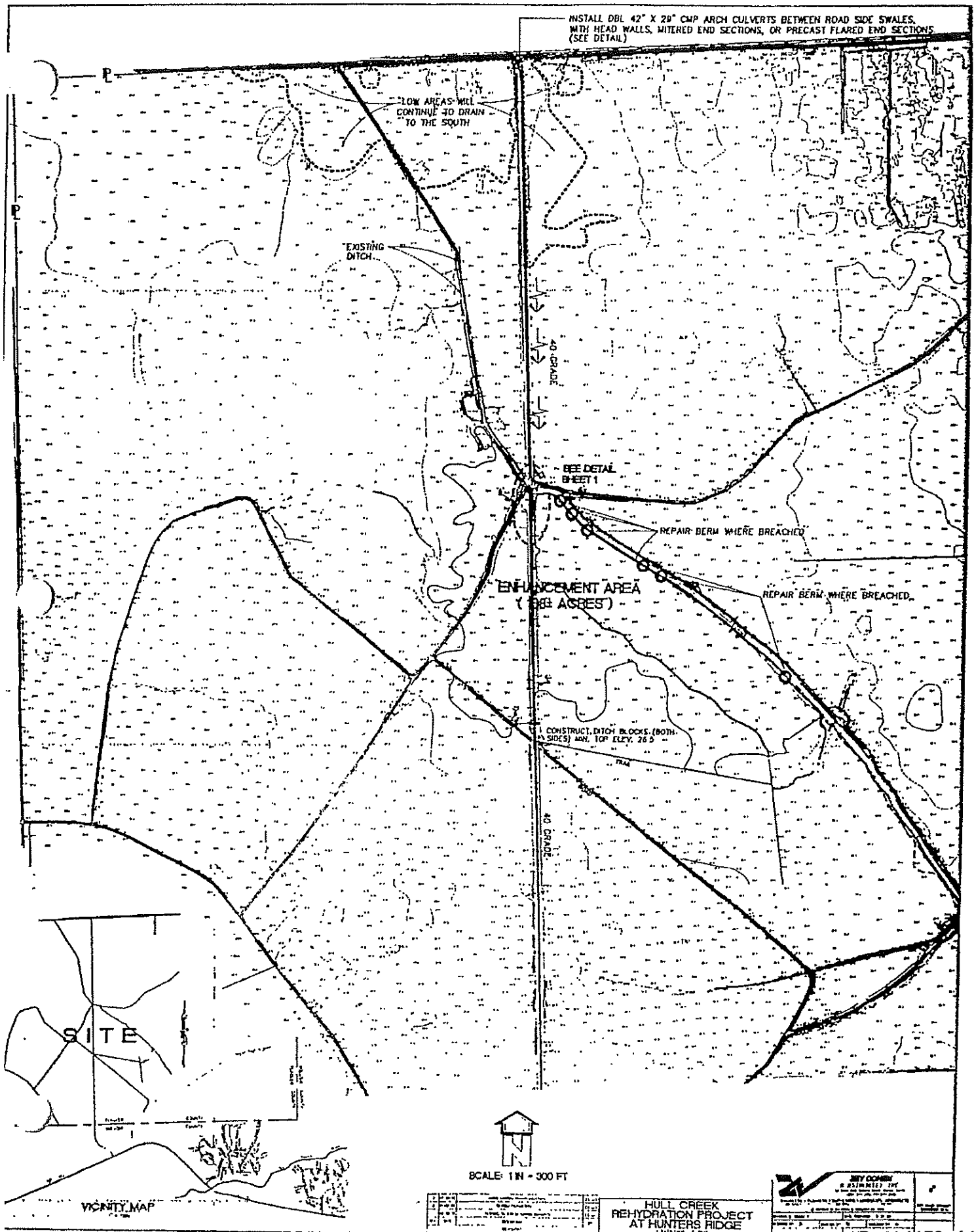
Many ditches have already been blocked under the original permit for Shadow Crossings at Hunter's Ridge. This proposal is to construct a water control structure at the point where the Hull Cypress Swamp discharges into Hull Creek. During normal rainfall periods, a proposed dam will divert the normal runoff flow through the wetlands areas to a depth of one inch - six inches. However, the water control structure will be fitted with "flashboard risers" that can be quickly removed during a major storm event, allowing the existing ditch to pass the higher wetlands areas.

The proposed dam should result in the restoration of approximately 108 acres of previously drained wetlands for a relatively minor construction cost, while still allowing the ditch system to provide flood control during major storm events.

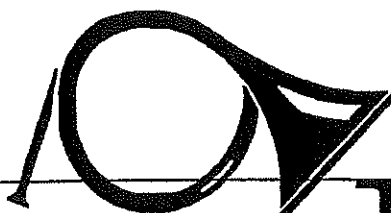
This restoration project was permitted through SJRWMD on April 8, 1997 and through ACOE on July 2, 1997. Construction began during this reporting period.

A copy of the restoration plan is included in Exhibit E.





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HUNTER'S RIDGE

ANNUAL STATUS REPORT NO. 8

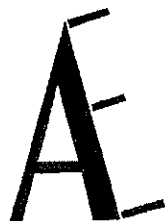
JULY 1, 1999

**Prepared
for**

**HUNTER'S RIDGE RESIDENTIAL
GOLF PROPERTIES, INC.**

1 BEAGLE'S REST
ORMOND BEACH, FLORIDA 32174
(904) 677-7275

By

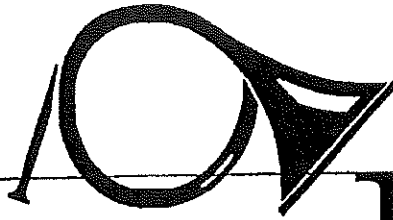


**ALANN ENGINEERING
GROUP, INC.**

CONSULTING ENGINEERS

232 S. Yonge Street
Ormond Beach, FL 32174

904/673-7640



HUNTER'S RIDGE

**ANNUAL STATUS REPORT
NO. 8**

EXHIBIT E

RESTORATION ACTIVITY

Exhibit E

HUNTER'S RIDGE RESTORATION PROJECT:

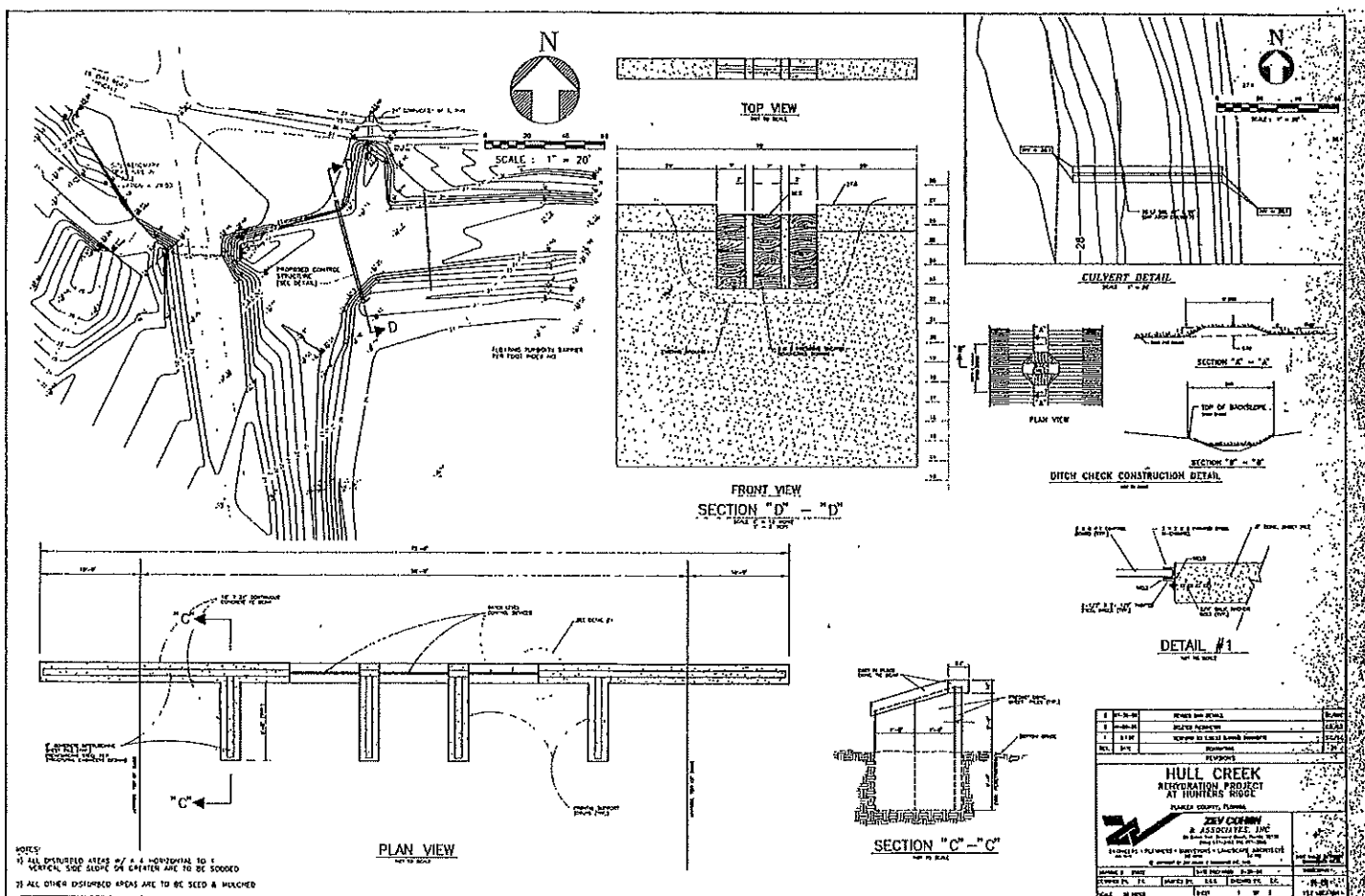
Many of the wetlands in the Hunter's Ridge Conservation Area have been stressed as a result of ditches cut through this property over the years. As part of the Development of Regional Impact (DRI) approval for developing the Hunter's Ridge PUD, the owner agreed to block off selected ditches in order to back up the stormwater into the adjoining wetlands areas, thereby restoring a more natural hydroperiod.

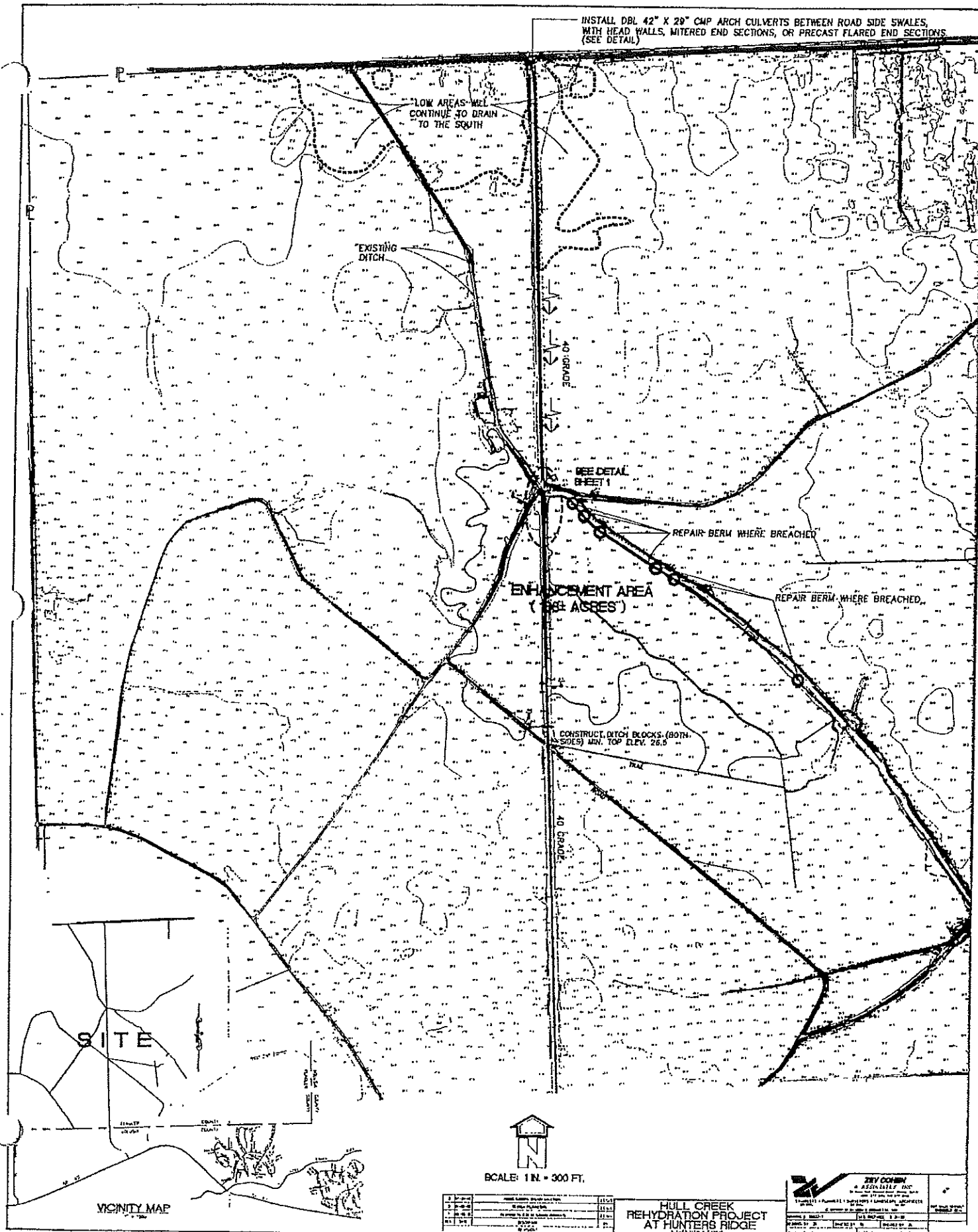
Many ditches were blocked under the original permit for Shadow Crossings at Hunter's Ridge. The restoration project constructed a water control structure at the point where the Hull Cypress Swamp discharges into Hull Creek. During normal rainfall periods, the dam diverts the normal runoff flow through the wetlands areas to a depth of one inch - six inches. However, the water control structure is fitted with "flashboard risers" that can be quickly removed during a major storm event, allowing water flowing through the existing ditch to bypass the higher wetlands areas.

The dam should result in the restoration of approximately 108 acres of previously drained wetlands for a relatively minor construction cost, while still allowing the ditch system to provide flood control during major storm events.

This restoration project was permitted through SJRWMD on April 8, 1997 and through ACOE on July 2, 1997. Construction was completed during this reporting period.

A copy of the restoration plan is included in Exhibit E.





FLAGLER COUNTY
BOARD OF COUNTY COMMISSIONERS

County Courthouse – Commission Room #107

Bunnell, Florida

March 8, 2004 – 9:00 a.m.

A G E N D A

PLEDGE TO THE FLAG

Announcements by the Chairman.

1. **Proclamation – 5th Annual Hammock Community Day**
2. **Plaque Honoring Charles “Chuck” Reed – Tourist Development Council**

CONSENT

3. **Minutes:** Request the Board approve the minutes of the December 15, 2003 Workshop Meeting, December 15, 2003 Regular Meeting and the January 12, 2004 Regular Meeting of the Board of County Commissioners as presented by the Clerk.
4. **Bills and Related Reports:** Request the Board approve the current bills and related reports submitted by the Clerk's office.
5. **Fy03-04 Budget Transfer - \$106,740 – Realign Ship Funding To Include New Accounts For Three Rehabilitation/ Replacement Housing Applicants:** Request the Board approve the budget transfer realigning SHIP funds for 3 rehabilitation/replacement housing applicants from the Replacement Housing Strategy Fund.
6. **Establish the Transportation Enterprise Fund 403:** Request the Board approve the Transportation Enterprise Fund.
7. **FY03/04 Budget Transfer - \$180,472 – Reserve for Contingency – Realignment of Capital Improvement Projects – E911 Fund 302 per Resolution 2003-17:** Request the Board approve the budget transfer in the amount of \$180,472 for the realignment of capital improvement projects for E911 fund per County Resolution 2003-17.
8. **FY03/04 Budget Transfer - \$19,200 – Reserve for Contingency to Facilities Management – Unanticipated Repairs:** Request the Board approve the budget transfer in the amount of \$19,200 realigning funds to cover unanticipated facilities repairs that have occurred to date.

9. **FY03-04 Budget Transfer - \$85,003 - River to Sea - Realign Funds in the General Fund to the Capital Improvements Fund:** Request the Board approve the budget transfer in the amount of \$85,003 realigning funds to properly track the River to Sea parking area project.
10. **FY03-04 Budget Transfer - \$20,150 - Economic Development Administration Grant - Realignment of Funds:** Request the Board approve the FY03/04 budget transfer in the amount of \$20,150 realigning matching funds to cover the cost of the preparation of a 20 year parks & natural resources capital improvement plan (CIP) in addition to the countywide economic development strategic plan covered under the economic development administration grant.
11. **FY03-04 Budget Resolutions -- \$13,554 -- Recognize Additional Funds from the Flagler Senior Services and an Interfund Transfer to Transportation Services (Fund 403):** Request the Board approve a budget resolution recognizing additional funding for the sale of land to the DOT in the amount of \$504 in the General Fund to be interfund transferred to the Transportation Services Fund and a budget resolution recognizing additional funding for the Transportation Services Fund in the amount of \$13,554 to purchase a vehicle for Flagler Senior Services.
12. **FY03-04 Budget Resolution -- \$13,200 -- Recognize Additional Revenue from the Sale of Property to the Florida Department of Transportation to Flagler Senior Services Division Account:** Request the Board approve the budget resolution in the amount \$13,200, to purchase equipment and small tools to ensure the smooth operation of Flagler Senior Services.
13. **FY03/04 Budget Resolution - \$20,000 - Upgrade the E911 Communications Center:** Request the Board approve the budget resolution to recognize unexpended funds in the amount of \$20,000 from the Public Safety Foundation of America (PSFA), responsive grant program #FL-102-0005 to upgrade the E911 communications center.
14. **FY03/04 Budget Resolution - \$6,250 - Revision of the County Terrorism Annex Plan and Develop a County Continuity of Operations Plan:** Request the Board approve the budget resolution to recognize unexpended funds in the amount of \$6,250 from the Federal Emergency Management Agency (FEMA), Continuity of Operations (COOP) Grant #03-FT-1B-02-29-01-447 to revise the County Terrorism Annex Plan and develop a County Continuity of Operations Plan.
15. **EMS Billing Write-Offs Related to Aged Accounts and Federal Program Requirements:** Request the Board approve EMS write-offs totaling \$79,491 as of December 2003.

16. **Elimination of the "Citizen Assist" Fee from the Emergency Services Ground Transport Fee Schedule:** Request the Board approve deletion of the "Citizens Assist" fee of \$50 from the Emergency Services Ground Transport Fee Schedule.
17. **Removal Of Six (6) Low Pressure Mine Safety Appliances (MSA) Self-Contained Breathing Apparatus (SCBA) Units From Flagler County Inventory:** Request the Board approve the removal of six SCBA's from county inventory and allow Ten-8 Fire Equipment, Inc. issue of \$19,774.50 credit to be utilized to purchase twenty-one (21) 4,500 p.s.i. breathing air cylinders.
18. **Volusia Mosquito Control – Authorization for Mosquito Spraying During Calendar Year March 31, 2004 Through March 31, 2005:** Request the Board approve a letter of authorization for the Volusia Mosquito Control to perform low-level flights over parts of Flagler County during the calendar year March 2004 through March 2005.
19. **East Flagler Mosquito Control – Authorization for Mosquito Spraying During Calendar Year April 1, 2004 Through March 31, 2005:** Request the Board approve a letter of authorization for the East Flagler Mosquito Control to perform low-level flights over parts of Flagler County during the calendar year April 1, 2004 through March 31, 2005.
20. **Interlocal Agreement – Flagler County Board of County Commissioners/School Board of Flagler County – Youth Center Facility:** Request the Board approve an interlocal agreement between Flagler County, Florida and the School Board of Flagler County, Florida regarding the proposed Flagler County Youth Center facility.
21. **Flagler County American Cancer Society – Fee Waiver for Use of Flagler County Recreation Area:** Request the Board approve the request from Mr. Bob Franks, team leader, Flagler County American Cancer Society, for the use of the Flagler County Recreation Area softball complex with a fee waiver for a fundraiser softball tournament to be held on March 20, 2004.
22. **Airport Emergency Services Hangar Construction Bid Acceptance – Contract Agreement Approval \$264,027 and Budget Transfer - \$111,251:** Request the Board accept Billco Construction, Inc. bid of \$264,027 for construction of a storage hangar for the Emergency Services helicopter; request the Board approve the contract agreement contingent upon County Attorney review and approval; and request the Board approve an internal airport fund budget transfer of \$111,251 to cover cost of construction.

- 23. Waiver of \$5,000 Per Individual Indigent Health Care Limit in the Case of a Particular Client:** Request that the board approve a waiver of the Indigent Health Care dollar limit in the case of a particular client.
- 24. Renewal of Master Agreement #M004-FCBCC - Northeast Florida Area Agency on Aging and Flagler County:** Request that the board approve the renewal of Master Agreement #M004-FCBCC.
- 25. Application for Grant in the Amount of \$9,800 – Library Services & Technology Act (LSTA) – Purchase Equipment for Visually Challenged Persons; Letter of Support:** Request the Board approve the submission of a LSTA grant application to provide funds to purchase equipment that will enable visually challenged persons access to library materials and services and request the Board provide a letter of support for the grant application.
- 26. Modification #1 – DCA/Flagler County Grant Agreement for Economic Development – Update Work Plans:** Request the Board approve modification #1 to the grant agreement between Flagler County and the Department of Community Affairs for contract #04DB-1A-04-28-01-E 10.
- 27. Flagler County Long Term Ground Lease With Stewart-Marchman Foundation, Inc.:** Request the Board approve the proposed Flagler County long term ground lease with Stewart-Marchman Foundation, Inc. for property adjacent to Stewart-Marchman's current facility at 3031 Justice Lane and approve the Resolution acknowledging same.
- 28. Drainage Agreement – Flagler County and State Department of Transportation for Improvements at Administration Annex located at 1200 E. Moody Blvd.:** Request the Board approve the drainage agreement conveying property from the County to FDOT for water retention areas and also provides the County will construct the improvement and be paid the sum of \$220,153.

PUBLIC HEARINGS

Public Hearings will be heard after 9:30 a.m. per adopted Commission Meeting Procedures

- 29. Public Hearing: Public Hearing and Transmittal of a Draft Ordinance Providing for Large Scale Future Land Use Map Amendment Redesignating Approximately 48.6 Acres From Industrial To Mixed Use High Intensity, Located North of Roberts Road and East of Colbert Lane. Owner - Flagler Marine Center; Applicant - Landmar Group, Inc.:** Request the Board approve Future Land Use Map Amendment Application #2339 for 46.6 acres from Industrial to Mixed Use High Intensity, finding the request consistent with Chapter 163, F.S. and the goals, objectives and policies of the Flagler County Comprehensive Plan.

30. **Public Hearing and Transmittal of a Draft Ordinance Providing for a Future Land Use Map Amendment Redesignating Approximately 25 Acres From Agriculture & Timberlands To Commercial High Intensity, Approximately 3 Acres from Agriculture & Timberlands to Conservation and Approximately 22 Acres From Mixed Use High Intensity To Commercial High Intensity; Property Is Located North of State Road 100 and West of Colbert Lane. Owner: Edge Properties, LLC. Agent: Chimento & Davenport, P.A.:** Request the Board approve for transmittal Future Land Use Map Amendment Application #2350, 49.7 acres from *Agriculture and Timberlands and Mixed Use High Intensity to Commercial High Intensity and Conservation* finding the request consistent with Chapter 163, F.S. and the goals, objectives and policies of the Flagler County Comprehensive Plan.
31. **Public Hearing and Transmittal of a Draft Ordinance Providing for a Future Land Use Map Amendment Redesignating Approximately 80 Acres From Agriculture & Timberland To Residential Low Density – Rural Estate; Located Approximately One-Third Mile West of Interstate 95 and Lying North of South Old Dixie Highway; Owners: Dino, Chris, and John Paspalakis and Vicki Andrinopoulos. Applicant – Robert B. Paymayesh, P.E.:** Request the Board approve Future Land Use Map Amendment Application #2356, 79.8 acres from *Agriculture and Timberlands to Residential Low Density – Rural Estate* finding the request consistent with Chapter 163, F.S. and the goals, objectives and policies of the Flagler County Comprehensive Plan.
32. **Hunter's Ridge Vested Rights Determination:** Request the Board conduct a first and final public hearing and determine whether Hunter's Ridge is vested for the purposes of wetland protection regulations as provided by the approved Development of Regional Impact (DRI). Staff's recommendations is that the Applicant is vested under the DRI.

GENERAL BUSINESS

General Business Presentations Limited to 15 Minutes With Individual Speaker Comments Limited to 3 Minutes each Speaker Per Adopted Commission Meeting Procedures

33. **Approval of Site Development Plan Review in a Planned Unit Development (PUD) for Temporary Construction Trailer and Associated Gravel Parking For a Period Not to Exceed Three (3) Years for Casa Bella and Cambria Condominium Projects in Hammock Dunes DRI: Owner: WCI Communities, Inc.; Applicant: Wayne D. Murphy, P.E.:** Request the Board approve a temporary construction trailer for a period not to exceed three-years at 99 Camino Del Sol.

34. Authorizing the Administration to Initiate Development of an Ordinance Establishing Landscape Buffer Requirements for New Development on John Anderson Highway and Old Kings Road: Request the Board authorize Staff to proceed with the development of an Ordinance providing buffer standards for John Anderson Highway and Old Kings Rd.

35. Flagler County Airport Master Plan Update: Request the Board review, discuss and take action as necessary regarding endorsement of Airport Layout Plan alternatives to the Airport master plan.

36. First Amendment – Flagler County Grant of Conditional Use Permit – Flagler County RAMS Aeromodelers: Request the Board approve the proposed first amendment to Flagler County Grant of Conditional Use Permit for the Flagler County RAMS Aeromodelers to fly model airplanes at the Old Kings Road landfill site.

37. Discussion for Construction of a Civic Center or a Multi-Purpose Center at Flagler County Recreation Area: Request the Board receive a staff presentation of costs associated with the construction and annual operating budget of a Civic Center or Multi-Purpose Center at the Flagler County Recreation Area and give direction/action as the Board desires.

38. Resolution - Princess Place Preserve Citizens Support Organization: Request the Board approve the Resolution creating the Princess Place Preserve Citizens Support Organization, and provide direction as to the status of the Artwork Committee.

39. Economic Development Commission – Letter of Interest – Kathryn A. Lopez: Request the Board receive a letter of interest from Kathryn A. Lopez to be appointed to the Economic Development Commission serving under the handicapped category. Ms. Lopez is a registered voter and a resident of Flagler County. The position has been advertised. Should other letters of interest be received prior to the Board meeting they will be provided to the Commissioners for consideration.

40. Housing Task Force/Affordable Housing Advisory Committee – Reappointment of Michael C. Boyd: Request the Board receive a request from Michael C. Boyd to be reappointed to the Housing Task Force/Affordable Housing Advisory Committee. Mr. Boyd is a registered voter and a resident of Flagler County. The position has been advertised. Should other letters of interest be received prior to the Board meeting they will be provided to the Commissioners for consideration.

41. **Bicycle/Pedestrian Program Advisory Committee: Reappointment of Catherine Robinson:** Request the Board receive a request from Catherine Robinson to be reappointed to the Bicycle/Pedestrian Program Advisory Committee. Ms. Robinson is a registered voter and a resident of Flagler County. The position has been advertised. Should other letters of interest be received prior to the Board meeting they will be provided to the Commissioners for consideration.

42. COUNTY ADMINISTRATOR REPORTS

43. COUNTY ATTORNEY REPORTS

44. COMMISSION ACTION

Commissioner Patrick L. McGuire, Jr.

Resolution – May 15, 2004 – Peace Officer's Memorial Day: Request the Board direct staff to compose a resolution of the Board recognizing May 15, 2004 as Peace Officer's Memorial Day.

45. PUBLIC COMMENTS

Discussion of items NOT on the Agenda.
note: there is a 3-minute time limit for all speakers

46. COMMISSION COMMENTS

ADJOURNMENT

If a person decides to appeal any decision made by the Board of County Commissioners with respect to any matter considered at the meeting, a record of the proceedings may be needed and, for such purposes, the person may need to ensure that a verbatim record is made, which record includes the testimony and evidence upon which the appeal is to be based.

FLAGLER COUNTY
BOARD OF COUNTY COMMISSIONERS

County Courthouse – Commission Room
Bunnell, Florida
March 8, 2004 – 9:00 a.m.

S U P P L E M E N T A L A G E N D A

- 28A. **Airport Surplus Fill Dirt Sale Bid Acceptance:** Request the Board accept P&S Paving, Inc. bid of \$1.81/cu.ud. (excavated) and \$1.41/cu.yd. (unexcavated) for the purchase of surplus fill dirt at the Flagler County Airport in accordance with purchasing policy contingent on County Attorney's review and approval of a sales agreement.
- 28B. **FY03/04 Budget Transfer and Budget Resolution to Establish the Public Transportation Division:** Request the Board approve the budget resolution totaling \$158,976 and a budget transfer to allocate a portion of Public Transportation Budget.
- 36A. **City of Bunnell – Request for Conveyance of Property:** Request the Board receive a letter from the City of Bunnell requesting the Board convey the county owned parking lot located behind the Bunnell City Hall for planned recreational improvements to the City Park. The conveyance will not require any reduction of parking.

FLAGLER COUNTY
BOARD OF COUNTY COMMISSIONERS

County Courthouse – Commission Room
Bunnell, Florida
March 8, 2004 – 9:00 a.m.

SUPPLEMENTAL A G E N D A #2

36 B. **Ocean City Utilities:** Discuss and take any action relative to the acquisition of Ocean City Utilities; discuss future water service for the barrier island.

44 A. Vice Chairman Blair R. Kanbar
Marineland CRA: Discuss and take any action relative to the Marineland CRA.

March 8, 2004
Regular Meeting

ITEM 32 - HUNTER'S RIDGE VESTED RIGHTS DETERMINATION

The following information was provided by Carl Kern, County Attorney:

**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA REQUEST ITEM # 32**

CONSENT _____ PUBLIC HEARING X GENERAL BUSINESS _____
(check one of the above)

SUBJECT: Hunter's Ridge -- vested rights determination

DATE OF MEETING: March 8, 2004

JUSTIFICATION/BACKGROUND/CONCERNS/ISSUES: Hunter's Ridge has requested a vesting determination and has contended that it is vested under the Hunter's Ridge DRI for the purposes of wetland protection regulations.

COORDINATION: Planning Department

ASSIGNED TO: County Attorney's Office /Planning

RECOMMENDATIONS: Recommend the Board of County Commissioners conduct a first and final Public Hearing and determine whether Hunter's Ridge is vested for the purposes of wetland protection regulations as provided by the approved DRI. It is the staff's recommendation that the Applicant is vested under the DRI.

ATTACHMENTS:

1. Letter from Kim C. Booker dated February 3, 2004, to Carl Kern and Patrick McCormack, County Attorney's Office (attachments available for review at the County Attorney's Office).
2. Wetlands Preservation, Restoration & Mitigation Highlights (Prepared by Hunter's Ridge).
3. Section 3 (Vegetation and Wildlife) from the Hunter's Ridge Development Order.

Carl Kern
Carl E. Kern, County Attorney

2/26/04
Date

Reviewed by
County Attorney Carl Kern

David Haas
County Administrator

2/26/04
Date

Budget Director _____

March 8, 2004
Regular Meeting

(Item 32 -- continued)

Chairman Darby stated this was a quasi-judicial item and asked the commissioners if there were any disclosures to be offered for the public record.

No disclosures were made.

Patrick McCormack, Assistant County Attorney, stated this pertained to a development of regional impact (DRI) that was subject to a development order in 1990 that had several significant requirements for the applicant to fulfill. Amongst them was the establishment of a 2,006-acre conservation land parcel as part of the DRI and certain improvements to those lands to improve the quality of the wetlands, and the applicant had fulfilled those conditions.

Stated the County Attorney, he and members from Development Services met with the applicant to determine the answers to two questions. Number one, had the DRI sufficiently existed through time to keep the applicant's vested rights generally, and number two, had the applicant in fact fulfilled the conditions, pertaining particularly to wetlands, to entitle it to vested rights. Staff's inquiry into that was the applicant had continued as a DRI through the time period and had fulfilled the required conditions.

Kim Booker, attorney representing Hunter's Ridge, stated it was her opinion that this DRI was vested under the law, which the County Attorney concurred with. She also provided the BCC with information of those items under the DRI that the developer had complied with, which specifically outlined the substantial conservation areas.

Commissioner Kanbar asked if the conservation areas would be turned over to the homeowners association.

Ms. Booker stated under the DRI it had to be dedicated to Flagler County.

Commissioner Hanns asked what prompted Hunter's Ridge to ask for this vesting determination. Asked if it was an ordinary procedure.

Stated in the Flagler County portion of the project there were obligations that were agreed to and in some cases had not been met. For example, the golf course, the road to US 1 and the water wells that Ormond Beach used.

Ms. Booker stated as far as the water and sewer, it was her understanding that the parties were very close to an interlocal agreement.

County Administrator Haas stated it was not very close.

Commissioner Hanns stated those were his concerns and many of the things agreed to and the public supported did not seem to be happening on the Flagler County side.

March 8, 2004
Regular Meeting

(Item 32 – continued)

Stated one of the big problems was the water being drawn for the City of Ormond Beach from that site and being utilized by and sold to residents of Ormond Beach and areas other than Hunter's Ridge.

Ms. Booker stated Hunter's Ridge was dependent upon the City of Ormond Beach and Flagler County to hopefully resolve this interlocal agreement. And it was her understanding from speaking with Ormond Beach and Mr. Kern that they were within a six-week period of having an agreement regarding that issue.

Stated at this point the development was starting in Flagler County and all the requirements of the DRI had been or would be met. As far as the construction of the right-of-way and the golf course, they were within the parameters of the DRI.

Commissioner Hanns stated the BCC had extended the DRI on numerous occasions, but it did not seem like the Flagler County portion was being promoted. He had been on the BCC for twelve years and it had come back so many times and so much time was spent working out the details and these were some major concerns he had that were very important to him.

Ms. Booker stated frankly, the interlocal agreement was very important to Hunter's Ridge so it can proceed with the Flagler County portion of the development.

Commissioner Hanns asked staff what was the purpose of this item.

Assistant County Attorney McCormack stated the purpose was so that the applicant had a decision from the BCC on this question. As he outlined in his introduction there had been extensions to this DRI granted and one of the things staff looked at was the timeline of those and if they had any affect on the vesting question, particularly for wetlands. Staff did a close analysis of that and found that it did not have a negative affect on the vesting.

Stated quite frankly, the developer could have taken its own decision as being vested and gone forward for application, but once it went through the County's review process it would have been caught. So, in staff's discussion with the developer it was thought the appropriate thing to do would be to bring it to the BCC and that way the BCC could bring up questions such as it had if there were other ancillary concerns about the utility, etc.

Stated for the strict question pertaining to vesting of the wetlands it was the staff's opinion that the requirements contained in the development order had been met. Pointed out that this vesting did not constitute a license for the developer to forget about wetland mitigation issues.

Commissioner Hanns stated if this was approved the vesting was strictly in regard to the wetlands and was in no way to be construed as the BCC being happy overall with the development of those items he mentioned earlier.

Assistant County Attorney McCormack stated that was correct. This only pertained to the wetlands question and did not absolve the developer to fulfill all portions of development order.

March 8, 2004
Regular Meeting

(Item 32 -- continued)

Chairman Darby opened the public hearing.

There was no public comment.

Chairman Darby closed the public hearing.

County Administrator Haas asked to give a brief update on the water issue with the City of Ormond Beach because he thought there were a couple of points the applicant needed to be aware of that were concerns to Flagler County staff.

Stated when the two-county development order was approved he did not believe it was contemplated that the residents in Flagler County would be charged one and a half times the water rate the people in Ormond Beach would be charged, and that was one of the sticking points. Staff encouraged that the residents in Flagler County who were provided water via Ormond Beach be treated exactly the same as the residents in Ormond Beach, and to do otherwise would open up the BCC to some severe complaints from the residents of the Flagler County side. Explained the development order spoke to one development that straddled the line and not to there being two classes of citizens, so staff had been insistent that Ormond Beach waive that requirement, but the city was determined that it not be waived.

Stated the other issue had to do with who owned the lines. Explained the developer put the lines in and, as Ormond Beach hoped, deed them over to Ormond Beach. Then at that point in time Flagler County decided it would provide water service north of the jurisdictional boundary the City of Ormond Beach would do an evaluation based on Chapter 180 and sell the lines to Flagler County, which he did not think that was right and the BCC should not enter into that agreement.

Stated there was also an issue with fire hydrants. Ormond Beach wanted Flagler County to pay a fee for the fire hydrants put in on its side, and again staff said it did not think that was correct.

Stated he did get a letter last week from Isaac Turner in response to the redraft of the agreement, and interestingly enough he took the original draft, that Flagler County had recommended some changes to, to his City Commission and it already voted to approve it, but the document today did not look anything like that document the City Commission approved. Staff had not brought it to the BCC because it thought maybe it should hash out some of these things, but he did not see how the County could bend on these three sticking points. The option was that the developer provide a water and sewer system in the Flagler County portion that it would own and operate to the point in time the County wanted to take it over and own and operate it. So, to say that they were close to an agreement with the City of Ormond Beach would be an inaccurate statement.

Commissioner King stated if the County Administrator recommended that the County not bend on those things then it would not bend.

Asked the County Attorney if it was necessary to offer a motion.

County Attorney Kern responded basically the motion would be to find that Hunter's Ridge was vested for the purpose of wetlands protection and regulation as provided by the approved DRI.

March 8, 2004
Regular Meeting

(Item 32 – continued)

Commissioner King asked if that was the Legal Department's finding.

County Attorney Kern stated he would recommend that and believed there was proof that the developer was vested under the original DRI.

A motion was made by Commissioner King to approve the item as stated by the County Attorney. Seconded by Commissioner Kanbar.

Commissioner Hanns stated he appreciated Mr. Haas' diligence on this situation where another jurisdiction was drawing down water from Flagler County with approval from the necessary agency at the time but it was a shame they had to go through these little legalities and loopholes.

Asked if with this vesting someone figured out a way to get around something else or skirt the issue or if it gave someone more strength in the bargaining with the water. He did not mean to get paranoid on this subject but he learned over the years if an action was asked for that was not necessarily needed there usually was something more behind it. Asked if that was the case here and if it was going to put the County in a different position.

County Attorney Kern stated this vesting would not affect those other issues the County still had to hammer out. He felt very frustrated with the Ormond Beach situation himself because he was the one that drafted the different agreements that were now in a state of flux. Staff thought it was close to having a final deal with Ormond Beach, and in fact even had the water management district as a broker/mediator on it.

Reiterated this would not have any impact on other outstanding issues the BCC would be approving. This was for the wetlands only.

Commissioner Hanns asked what harm would be done if this request was not approved.

County Attorney Kern stated it left it as an unclear issue and an approval would help the project move forward and to get these various things ironed out.

Chairman Darby called the question. Motion carried 4 to 1, with Commissioner Hanns dissenting.

Chairman Darby stated whatever the BCC established in terms of water and wastewater lines and the handling of wetlands would be key issues for future development and he thought it was important when it set out that the BCC not establish a basis that would allow the deterioration of fiscal responsibility being put upon those who enjoyed the benefit as opposed to Flagler County taxpayers.

(The meeting recessed at 10:55 a.m. and reconvened at 11:05 a.m.)

Mary Murphy

From: Michael Chiumento III <michael3@legalteamforlife.com>
Sent: Friday, February 10, 2023 5:10 PM
To: Hayes, Randy
Cc: Jake Beren; Glen Fishman
Subject: RE: Hunters Ridge matter
Attachments: 2023-01-24 Memorandum re Hull Creek Restoration.pdf

Randy,

I forgot to attach this report showing you that the hydroperiod restoration was completed as noted in the letter.

Michael D. Chiumento III

Managing Partner



Email: Michael3@LegalTeamForLife.com

Website: LegalTeamForLife.com

Facebook: [/legalteamforlife](https://www.facebook.com/legalteamforlife)

145 City Place, Suite 301, Palm Coast, FL 32164
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57 W. Granada Blvd., Ormond Beach, FL 32174
T: 386.238.9288



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From: Michael Chiumento III
Sent: Friday, February 10, 2023 3:11 PM
To: Hayes, Randy <Randy.Hayes@ormondbeach.org>
Cc: Jake Beren <jberen@huntersridgefl.com>; Glen Fishman <gfishman@assetrestructuring.com>
Subject: RE: Hunters Ridge matter

Randy,

Thank you for your patience with our response. The attached letter is the property owner's response. We believe it accurately reflects the record. Regardless, the Owner is in the process of complying with SJRWMD requirements so that the requested conveyance can be finalized. Once approved by SJRWMD, we will immediately contact you to move forward. In the interim, we are open to having the City staff monitor our progress in obtaining SJRWMD's approval.

If you have any questions or comments, please let me know. Or, feel free to call my cell phone (386-453-6842). Enjoy your weekend.

Michael D. Chiumento III

Managing Partner



Email: Michael3@LegalTeamForLife.com

Website: LegalTeamForLife.com

Facebook: [/legalteamforlife](https://www.facebook.com/legalteamforlife)

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ALANN ENGINEERING GROUP
CONSULTING ENGINEERS SINCE 1989

MEMORANDUM

TO: Glen Fishman, US Capital Alliance, LLC
Jake Beren, US Capital Alliance, LLC
FROM: Kimberly A. Buck, P.E.
CC: Kim Booker, Booker & Associates
DATE: January 24, 2023
RE: Hunter's Ridge DRI, Wetland Restoration

As requested, we researched the archived files for Hunter's Ridge to verify that the Restoration Work as required by Paragraph 3.5 of the Joint Stipulation Agreement has been completed.

The initial restoration work occurred during the design and permitting of Shadow Crossings, the first permit for Hunter's Ridge located in the City of Ormond Beach section of the DRI. The description in the Technical Staff Report prepared by the Water Management District, stated "Historically, the Shadow Crossings site and the larger DRI area have been managed for silviculture... There is a central drainage canal called Hull Cypress Drainage Canal which bisects the property and flows south from Hull Cypress Swamp to the Little Tomoka River." The report further discusses breaches in the spoil berm along the canal which have lowered the water table. As part of this permit, restoration of approximately 20 acres of wetlands was permitted. The restoration consisted of filling 2 drainage ditches that connected wetlands in the preservation area to the Hull Cypress Canal. It should also be noted that there were on-site ditches filled as well.

Attached for reference is a copy of the letter and exhibits that were sent to Glenn Lowe at St. Johns River Water Management District and the District's Technical Staff Report. This initial restoration work was permitted in 1988.

The Hull Cypress Canal Restoration Project was then permitted in April 1997. Construction commenced in 1997 and was completed in 1998. As reported in the Annual Reports, the Restoration project consisted of the installation of a water control structure at the point where the Hull Cypress Swamp discharges into Hull Creek (Hull Cypress Drainage Canal). During normal rainfall periods, the dam diverts the normal runoff flow through the wetland areas to a depth of one to six inches. The dam provided restoration of approximately 108 acres of previously drained wetlands.

Attached are excerpts from the 1995 through 1999 Annual Reports. These reports and plans were provided to the City of Ormond Beach, Flagler County and the agencies listed and certified on the first pages of the reports.

This memorandum provides the documentation to verify that the Restoration Project(s) have been designed, permitted and constructed in accordance with the requirements outlined in Paragraph 3.5 of the Joint Stipulation Agreement. Should you have any questions or require additional information, please advise.

SHADOW CROSSINGS

TECHNICAL STAFF REPORT

880 Airport Rd. Suite 113
Ormond Beach, FL 32174
CA5479

T. 386-673-7640
www.ae-group.com

MANAGEMENT AND STORAGE OF SURFACE WATERS TECHNICAL STAFF REPORT
10/31/1988

OWNER: GEORGIA PACIFIC
133 PEACHTREE STREET N.E.
ATLANTA, GA 30303

AGENT: CHARLES BURKETT & ASSOC.
P. O. BOX 80689
DAYTONA BCH, FL 20155

COUNTY: Volusia Flagler

SECTION(S): 27 TOWNSHIP(S): 14S

ACRES OWNED: 5037.000

PROJECT NAME: SHADOW CROSSINGS

RANGE(S): 31E

PROJECT ACREAGE: 222.000

AUTHORITY: 40C-4.041(1)(2)(b)2, AND 40C-42.011, F.A.C.

GENERAL DESCRIPTION OF APPLICATION NO. 4-127-0131A:

APPLICATION IS FOR CONSTRUCTION OF STORMWATER TREATMENT AND SURFACE WATER MANAGEMENT FACILITIES CONSISTING OF ROADSIDE SWALES, INLETS, STORMSEWER, 4 WET DETENTION LAKES, 1 DRY RETENTION POND AND USE OF AN ISOLATED 9.8 ACRE WETLAND TO SERVE 288 SINGLE-FAMILY HOMESITES WITH ASSOCIATED ROADWAYS ON 222 ACRES LOCATED IMMEDIATELY NORTH OF THE LITTLE TOMOKA RIVER.

RECEIVING WATER BODY(IES): LITTLE TOMOKA RIVER (CLASS III)

EXISTING LAND USE: PINE PLANTATION, FORESTED AND HERBACEOUS WETLANDS

OPERATION AND MAINTENANCE ENTITY: HOMEOWNER'S ASSOCIATION

STAFF COMMENTS:

THE PROPOSED WORK IS TO SERVE A 222 ACRE PROJECT LOCATED NORTHEAST OF S.R. 40, NORTH OF AND ADJACENT TO THE LITTLE TOMOKA RIVER, WEST OF THE VOLUSIA/FLAGLER COUNTY LINE AND EAST OF S.R. 11 (SEE ATTACHMENT 1). SHADOW CROSSINGS IS PART OF A LARGER DEVELOPMENT OF REGIONAL IMPACT CALLED HUNTER'S RIDGE. THE DRI AREA APPROXIMATES 5,037 ACRES. THIS INITIAL STAGE OF DEVELOPMENT IS PART OF A PRELIMINARY DEVELOPMENT AGREEMENT (P.D.A.) BETWEEN THE APPLICANT AND THE DEPARTMENT OF COMMUNITY AFFAIRS.

HISTORICALLY, THE SHADOW CROSSINGS SITE AND THE LARGER DRI AREA HAVE BEEN MANAGED FOR SILVICULTURE. THE SITE IS DOMINATED BY PLANTED PINE PLANTATION AND FORESTED WETLANDS. THE UPLAND PINE PLANTATIONS ARE ALMOST ENTIRELY SLASH PINE. THERE IS A CENTRAL DRAINAGE CANAL CALLED HULL CYPRESS DRAINAGE CANAL WHICH BISECTS THE PROPERTY AND FLOWS SOUTH FROM HULL CYPRESS SWAMP TO THE LITTLE TOMOKA RIVER.

7
THERE ARE 38 ACRES OF WETLANDS ON-SITE THAT ARE ISOLATED FROM WATERS OF THE STATE, AND 24 ACRES OF WETLANDS THAT ARE CONNECTED TO WATERS OF THE STATE. THE 19.5 ACRES OF THE CONNECTED WETLANDS ARE LOCATED IN THE NORTHWEST PORTION OF THE SITE AND ARE CONNECTED TO THE HULL CYPRESS CANAL THROUGH BREACHES IN THE SPOIL BERM. THE SYSTEM IS STRESSED DUE TO THE PRESENCE OF THE CANAL WHICH HAS LOWERED THE WATER TABLE. ANOTHER 2.5 ACRES OF WETLANDS NORTH OF THE LITTLE TOMOKA RIVER HAS BEEN IMPACTED BY WILD HOGS; APPROXIMATELY 1 ACRE OF THIS HAS BEEN DEGRADED TO THE ENTENT THAT ITS VALUE AS WILDLIFE HABITAT HAS BEEN SUBSTANTIALLY DIMINISHED. AN ADDITIONAL 1.5 ACRES OF CONNECTED WETLANDS ARE LOCATED ADJACENT TO THE HULL CYPRESS DRAINAGE CANAL IN THE SOUTHEAST PORTION OF THE PROJECT.

ALL ON-SITE WETLANDS ARE DOMINATED BY CYPRESS, LOBLOLLY BAY, AND SWEETGUM EXCEPT FOR THE 1 ACRE HIGHLY DISTURBED AREA WHICH IS COMPRISED PRIMARILY OF IMMATURE LOBLOLLY BAY AND CORDGRASS.

THE 15 ACRES OF THE ISOLATED WETLANDS ARE PROPOSED TO BE REMOVED: 10 ACRES FOR THE CONSTRUCTION OF DETENTION POND #5, AND THE REMAINING 5 ACRES IS COMPRISED OF WETLAND SYSTEMS WHICH ARE ONE ACRE OR LESS. IMPACTS TO CONNECTED WETLANDS ARE LIMITED TO 1.5 ACRES: THE 1 ACRE HOG WALLOW AND 0.5 ACRE IN THE 19.5 ACRE WETLAND FOR CONSTRUCTION OF A SWALE.

TO OFFSET ADVERSE IMPACTS TO OFF-SITE AQUATIC AND WETLAND DEPENDENT SPECIES, THE APPLICANT IS PROPOSING TO:

1. CONSTRUCT AND PLANT LITTORAL ZONES AROUND ALL WET DETENTION PONDS,
2. RECORD CONSERVATION EASEMENTS AND/OR DEED RESTRICTIONS ON ALL UNDISTURBED ON-SITE WETLANDS, INCLUDING THOSE WHICH ARE ADJACENT TO RESIDENTIAL LOTS, AND

3. RESTORE APPROXIMATELY 20 ACRES OF WETLANDS (SEE ATTACHMENT 2).

RESTORATION WILL CONSIST OF THE FILLING OF 2 DRAINAGE DITCHES WHICH FLOW FROM THE WESTERN BOUNDARY OF THE PROPERTY AND THROUGH THE 20 ACRES OF WETLANDS DESCRIBED IN #3 ABOVE, EASTERLY TO THE HULL CYPRESS DRAINAGE CANAL. THESE WETLANDS WILL BE PART OF A PRESERVATION AREA WHICH WILL EVENTUALLY EXTEND FROM THE HULL CYPRESS SWAMP TO S.R. 40. THE APPLICANT HAS ALREADY COMMITTED TO PRESERVING THIS AREA (750 ACRES) AS PART OF THE FDA APPROVAL. THE 750 ACRE TRACT ENCOMPASSES PART OF THE HULL CYPRESS SWAMP AND A STRAND OF UPLANDS AND WETLANDS.

IN POST-DEVELOPMENT DRAINAGE WILL BE PROVIDED IN ROADSIDE SWALES WHICH WILL PROVIDE PRE-TREATMENT OF STORMWATER RUNOFF BEFORE IT IS COLLECTED BY THE STORMSEWER SYSTEM AND CONVEYED TO ONE OF THE WET DETENTION LAKES, DRY POND, OR ISOLATED WETLAND THAT PROVIDE FURTHER TREATMENT AND ATTENUATION OF PEAK FLOWS.

RETENTION POND #1 IS LOCATED IN THE 9.75 ACRE ISOLATED WETLAND IN THE SOUTHWEST CORNER OF THE PROPERTY. THIS AREA WILL BE LEFT UNDISTURBED EXCEPT FOR SOME RECONSTRUCTING OF THE 28 FOOT CONTOUR LINE WITHIN LOTS ADJACENT TO THE WETLAND ALONG ITS NORTHERN BANK. THE TWO INLET STRUCTURES DIRECTING RUNOFF FROM THE ENTRANCE ROAD TO THIS POND ARE LOCATED AS FAR AWAY AS POSSIBLE FROM THE STRUCTURE DIRECTING OVERFLOW FROM THE POND TO THE LITTLE TOMOKA RIVER TO PREVENT SHORT-CIRCUITING. THE POST-DEVELOPMENT PEAK RATE OF DISCHARGE WILL NOT EXCEED THE PRE-DEVELOPMENT RATE.

DETENTION POND #2 WILL BE ESTABLISHED WITHIN A .98 ACRE, A .79 ACRE AND A .73 ACRE ISOLATED WETLAND IN THE WESTERN PORTION OF THE PROPERTY, AND WILL BE INTERCONNECTED WITH DETENTION POND #3 TO BE LOCATED WITHIN A .64 ACRE ISOLATED WETLAND. THESE PONDS WILL PROVIDE TREATMENT OF RUNOFF USING WET DETENTION WITH BLEEDDOWN ORIFICE AND ATTENUATE THE PEAK RATE OF RUNOFF FOR THE 25 YEAR, 24 HOUR STORM EVENT.

THE 19.5 ACRE WETLAND NORTH OF PROPOSED DETENTION POND #3 WILL SERVE AS AN ADDITIONAL DETENTION AREA (#4) FOR EXCESS FLOWS FROM POND #3 DURING MAJOR STORM EVENTS. EXCESS WATER WILL DISCHARGE THROUGH PONDS #3 AND #2 AND EVENTUALLY TO THE HULL CYPRESS DRAINAGE CANAL. CONSTRUCTION OF POND #3 AT THE SOUTH OF THIS WETLAND IS NOT ANTICIPATED TO FURTHER ALTER THE HYDROPERIOD BECAUSE IT IS SMALL AND WILL BE LINED TO PREVENT GROUNDWATER SEEPAGE INTO IT FROM THE NORTH.

PROPOSED POND #5 ENCROACHES INTO AND WRAPS AROUND A 18 ACRE ISOLATED WETLAND LOCATED IN THE NORTHEAST PORTION OF THE SITE. THIS POND IS ALSO DESIGNED TO MEET THE DISTRICTS WET DETENTION GUIDELINES. DISCHARGE WILL BE DIRECTED TO A SWALE THAT WILL BE CONSTRUCTED ALONG THE NORTHERN BOUNDARY OF THIS PROJECT WHICH WILL CONVEY RUNOFF WEST OF THE HULL CYPRESS CANAL.

PROPOSED POND #6 IS A WET DETENTION POND LOCATED WITHIN THE PREVIOUSLY DESCRIBED 1 ACRE HIGHLY DISTURBED WETLAND CONNECTED TO WATER OF THE STATE. THE RECOVERY PIPE FOR THIS POND IS ROUTED AROUND THE WETLANDS ADJACENT TO POND #6 AND OUTFALLS INTO AN IMPROVED DITCH THAT FLOWS TO THE LITTLE TOMOKA RIVER. OVERFLOW WILL ENTER THIS ADJACENT WETLAND VIA A CONCRETE WEIR.

RETENTION POND #7 WILL ENCRDACH WITHIN 0.13 ACRES OF CONNECTED WETLANDS IN THE SOUTHERN PORTION OF THE PROPERTY. THIS WILL BE A SMALL DRY BOTTOM RETENTION POND THAT WILL OVERFLOW VIA A 50 FOOT BROADCRESTED WEIR AFTER RETAINING THE REQUIRED POLLUTION ABATEMENT VOLUME. THIS POND WILL DISCHARGE INTO THE LITTLE TOMOKA RIVER.

STAFF BELIEVES THAT THIS PROJECT, AS PROPOSED AN CONDITIONED, WILL NOT ADVERSELY AFFECT NATURAL RESOURCES, FISH, AND WILDLIFE, OR HYDROLOCIAALLY RELATED ENVIRONMENTAL FUNCTIONS AND IS CONSISTENT WITH THE CRITERIA SET FORTH IN CHAPTERS 40C-4, AND 40C-42, F.A.C., IMPLEMENTED DECEMBER 7, 1983, AND APRIL 1, 1986, RESPECTIVELY.

TOTAL WETLANDS INVOLVED: 62.0

TOTAL WETLANDS PRESERVED: 45.5

TOTAL WETLANDS DISTURBED: 0.0

TOTAL WETLANDS LOST: 16.5

TOTAL WETLANDS RESTORED/CREATED: 25.0

RECOMMENDATION: APPROVAL

CONDITIONS FOR APPLICATION NUMBER 4-127-0131A

GENERAL (SEE CONDITION SHEET): 1-7

SPECIAL (SEE CONDITION SHEET): 1, 2, 4, 9 & 14

STORMWATER (SEE CONDITION SHEET): 23

OTHER CONDITIONS:

1. The proposed stormwater management system must be constructed as per plans and calculations received by the District on October 28, 1988.
2. Lake 5 must be completely constructed to its full design size as part of Phase I construction.
3. The littoral zone plantings must be placed along the entire perimeter of each wet detention lake (Lakes 2, 3, 5, and 6) as soon as feasible to ensure their survival, but no later than the date construction of the major roadways on the site is completed or prior to occupancy of any dwellings that will drain to the lake.

4. Successful establishment of the created herbaceous wetlands and enhanced forested wetlands will have occurred when:

- A. At least an 80% cover of desired herbaceous vegetation occurs within 3 years of planting. AT least an 80% coverage must be maintained in perpetuity.
- B. At least 80% of the planted trees have survived and are showing signs of growth after 5 years as determined by District Staff.

Replacement or an alternative planting plan will be required if successful establishment of desired species does not occur within these time frames. Should an amended planting plan be required, the Permittee must submit revised plans to the District for Staff review, which include at a minimum the information listed in section 16.1.5, A.H. A statement listing probable causes of failure must also be submitted at this time. Time frames for successful establishment of the littoral zone will start over if greater than 20% of the planted vegetation has to be replaced during the 5 year monitoring period.

6. The Permittee must implement a monitoring plan of the mitigation areas which includes the information in A through E below. The Permittee must submit this information in report form to the District biannually for 5 years following completion of the planting (once before and once after the growing season) or until the mitigation is determined by District Staff to be successful.

- A. Description of vegetative composition,
- B. Percent cover,
- C. Percent survival of each plant species,
- D. Maintenance practices and schedules including the number and species of new plants that are used to replace dead materials, and
- E. Location of sampling transects.

7. Nuisance species shall be controlled only by hand or mechanical removal.

8. Prior to commencement of construction, the Permittee shall cause to be recorded a conservation easement or deed restrictions pursuant to Section 704.06, F.S., prohibiting the activities described in paragraphs 704.06(2), (a) through (H), F.S., except that which is specifically authorized by this permit or future District permit within the conservation easement as shown on the plans entitled "Conservation Easement Area" received by the District on September 9, 1988. Said easement must be submitted to the District for review and approval prior to recording and must contain provisions as set forth in subsections 2 and 3 of section 704.06, F.S., as well as provisions stating that the easement is enforceable by the District and may not be amended without prior approval by the District.
9. The Permittee is responsible for the selection, implementation, and operation of all erosion and sediment control measures to prevent sediment discharge to preserved wetlands, and discharge of turbid water to waters of the state in violation of the standards set forth in Chapter 17-3, F.A.C., during any construction activities. In the event of a turbidity violation, the Permittee shall be responsible for all corrective and additional erosion control measures to prevent further violations during any construction of the permitted system. The Permittee should implement measures recommended by a soil erosion and sediment control professional or appropriate best management practices. An erosion control plan must be submitted to and approved by District Staff prior to beginning construction.
10. Prior to commencement of clearing, grading, or any construction within the 222 acre "Shadow Crossings" development, fill shall be placed in the ditches offsite in accordance with the proposed enhancement plan as received by the District on September 19, 1988. The Permittee must install 2 piezometers referenced to N.G.V.D. to monitor the shallow groundwater levels within the restored wetlands. The water levels shall be recorded monthly and a report which includes local rainfall and associated water levels must be submitted to the District annually for a period of 3 years after implementation of the restoration plan.
11. Prior to any construction within waters of the state, the Permittee must submit to the District copies of Dredge and Fill permits for all construction within "Waters of the State". Construction within "Waters of the State" includes, but may not be limited to, stormwater facilities within basin #6 and lots within the northwest corner of the site.

12. Within 30 days after completion of construction of the surface water management system, the Permittee must submit 1 set of as-built plans for the entire surface water management system, certified by a land surveyor or professional engineer registered in the state of Florida.

WYNN/SALAFRIO

SHADOW CROSSINGS

**LETTER TO SJRWMD WITH
RESTORATION EXHIBITS**

880 Airport Rd, Suite 113
Ormond Beach, FL 32174
CA5479

T. 386-673-7640
www.ae-group.com

2. H.W.
11/23/88
3:45

Charles E. Burkett & Associates, Inc.

Consulting Engineers

309 Oakridge Boulevard
P. O. Box 2689
Daytona Beach, Florida 32015
Phone 904/258-1338

November 23, 1988

Mr. Glenn Lowe
St. Johns River Water Management District
P.O. Box 1429
Palatka, FL 32078

Re: Shadow Crossings, CEBA Project Number 87-352
SJRWD Permit Application Number 4-127-0131A In Volusia
County

Dear Mr. Lowe:

Attached are two exhibits reflecting the area calculations for restoration in connection with Shadow Crossings. The first exhibit is a small scale drawing of the overall Hunter's Ridge project with the restoration area hatched. The second exhibit is merely an enlargement of that specific area.

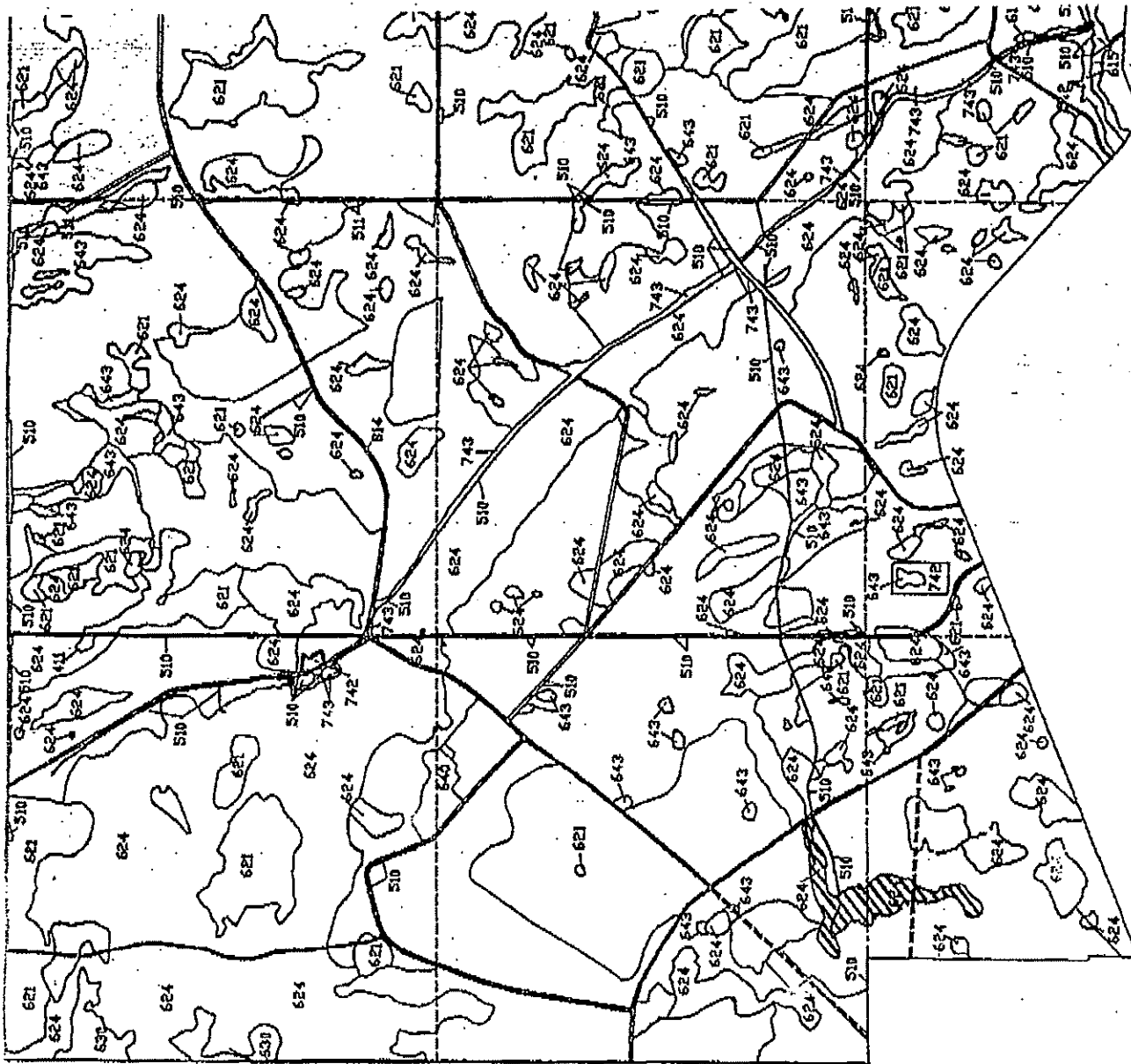
We calculated the area to be restored as 19.76 acres. The area of the littoral zones is 2.95 acres. This provides for a total restoration of 22.71 acres with 16.56 acres of wetlands being removed.

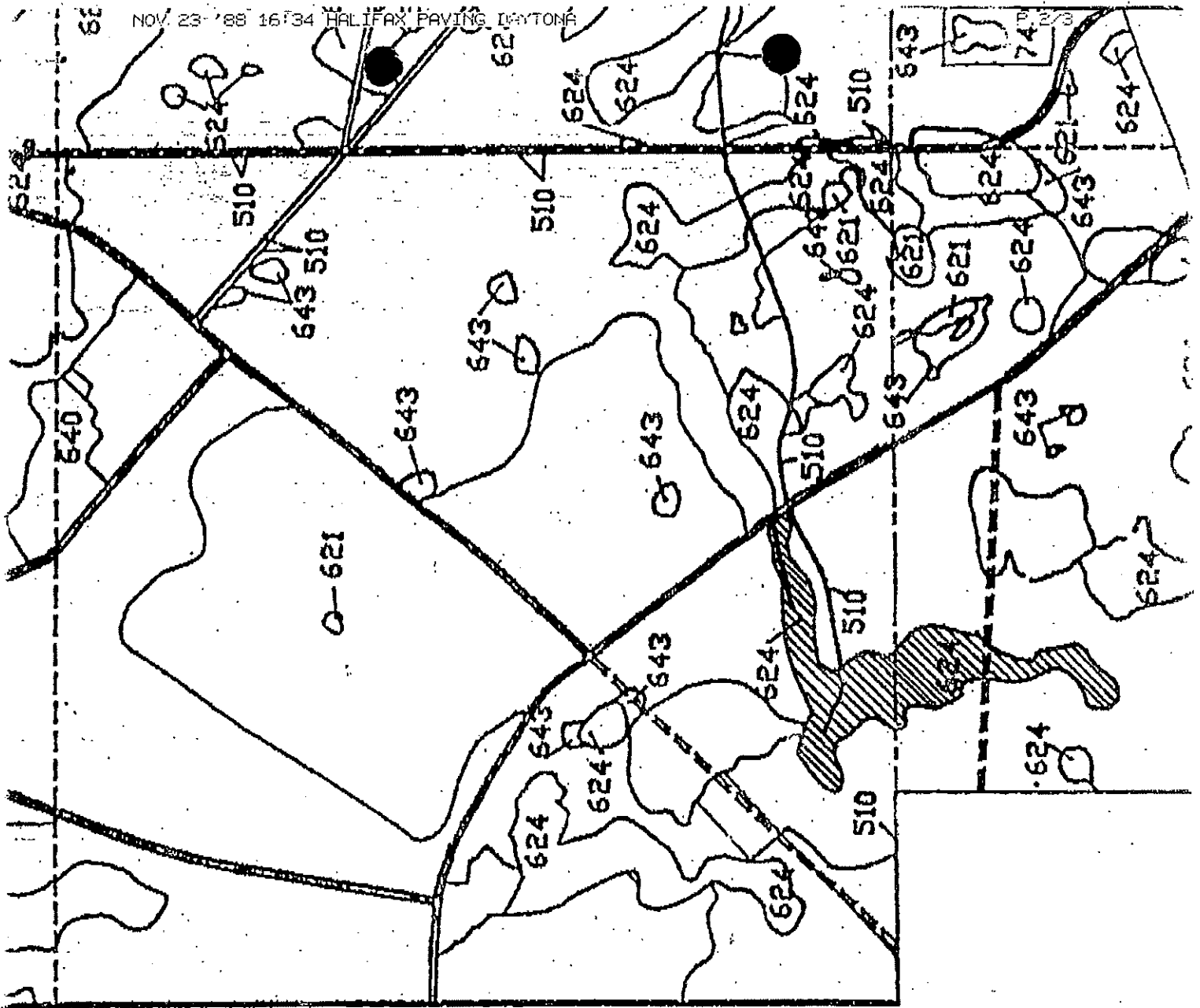
Should you have any questions or require additional information, please advise.

Sincerely,
CHARLES E. BURKETT & ASSOCIATES



Kimberly A. Buck, P.E.
Project Engineer





EXCERPTS FROM ANNUAL REPORTS

880 Airport Rd. Suite 113
Ormond Beach, FL 32174
CA5479

T. 386-673-7640
www.ae-group.com



LUNTER'S RIDGE

ANNUAL STATUS REPORT NO. 4

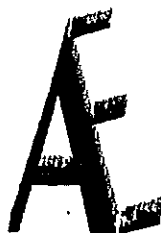
JULY 1, 1995

Prepared
for

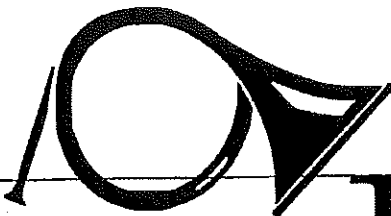
**Georgia-Pacific
Investment Company**

2 Longtree Loop
Ormond Beach, Florida 32174
(904) 877-7276

By



**ALAN ENGINEERING
GROUP, INC.**
CONSULTING ENGINEERS
212 N. VANDER BURG
ORLANDO, FLORIDA 32804
904/877-3600



HUNTER'S RIDGE

EXHIBIT E

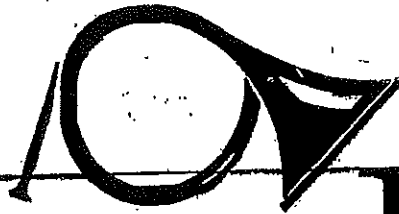
RESTORATION ACTIVITY

HUNTER'S RIDGE RESTORATION PROJECT:

Many of the wetlands in the Hunter's Ridge Conservation Area have been stressed as a result of ditches cut through this property over the years. As part of the Development of Regional Impact (DRI) approval for developing the Hunter's Ridge PUD, the owner agreed to block off selected ditches in order to back up the stormwater into the adjoining wetlands areas, thereby restoring a more natural hydroperiod.

Many ditches have already been blocked under the original permit for Shadow Crossings at Hunter's Ridge. This proposal is to construct a water control structure at the point where the Hull Cypress Swamp discharges into Hull Creek. During normal rainfall periods, a proposed dam will divert the normal runoff flow through the wetlands areas to a depth of one inch - six inches. However, the water control structure will be fitted with "flashboard risers" that can be quickly removed during a major storm event, allowing the existing ditch to bypass the higher wetlands areas.

The proposed dam should result in the restoration of approximately 108 acres of previously drained wetlands for a relatively minor construction cost, while still allowing the ditch system to provide flood control during major storm events.



HUNTER'S RIDGE

ANNUAL STATUS REPORT NO. 5

JULY 1, 1996

Prepared
for

Georgia-Pacific
Investment Company

2 Lonetree Look
Ormond Beach, Florida 32174
(904) 677-7275

By

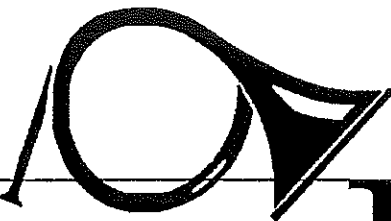


ALANN ENGINEERING
GROUP, INC.

CONSULTING ENGINEERS

232 S. Yonge Street
Ormond Beach, FL 32174

904/673-7640



HUNTER'S RIDGE

EXHIBIT E

RESTORATION ACTIVITY

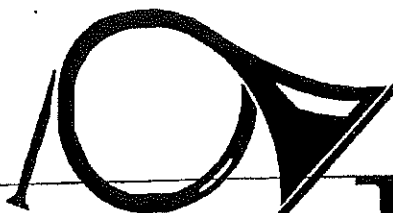
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The proposed dam should result in the restoration of approximately 108 acres of previously drained wetlands for a relatively minor construction cost, while still allowing the ditch system to provide flood control during major storm events.

This restoration project is currently in the final stages of development and should commence in the 1996/1997 reporting period.



HUNTER'S RIDGE

ANNUAL STATUS REPORT NO. 6

JULY 1, 1997

**Prepared
for**

**Georgia-Pacific
Investment Company**

**1 Beagle's Rest
Ormond Beach, Florida 32174
(904) 677-7275**

By

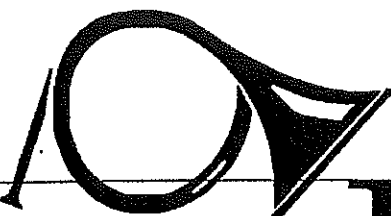


**ALANN ENGINEERING
GROUP, INC.**

CONSULTING ENGINEERS

**232 S. Yonge Street
Ormond Beach, FL 32174**

904/673-7640



HUNTER'S RIDGE

**ANNUAL STATUS REPORT
NO. 6**

EXHIBIT E

RESTORATION ACTIVITY

HUNTER'S RIDGE RESTORATION PROJECT:

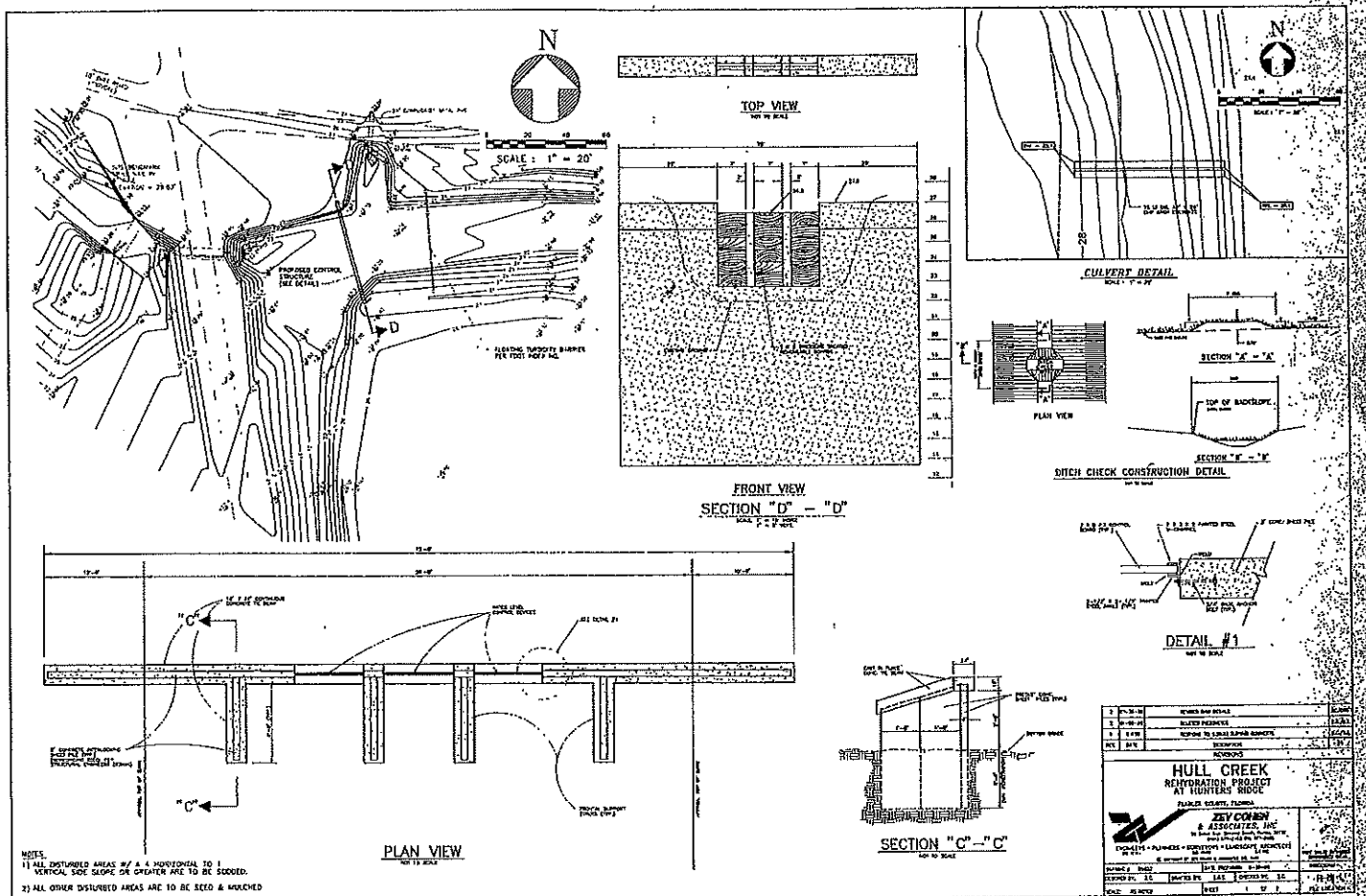
Many of the wetlands in the Hunter's Ridge Conservation Area have been stressed as a result of ditches cut through this property over the years. As part of the Development of Regional Impact (DRI) approval for developing the Hunter's Ridge PUD, the owner agreed to block off selected ditches in order to back up the stormwater into the adjoining wetlands areas, thereby restoring a more natural hydroperiod.

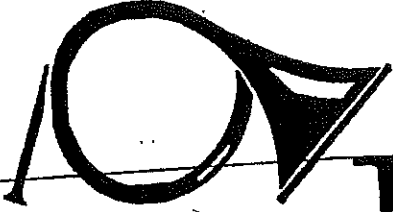
Many ditches have already been blocked under the original permit for Shadow Crossings at Hunter's Ridge. This proposal is to construct a water control structure at the point where the Hull Cypress Swamp discharges into Hull Creek. During normal rainfall periods, a proposed dam will divert the normal runoff flow through the wetlands areas to a depth of one inch - six inches. However, the water control structure will be fitted with "flashboard risers" that can be quickly removed during a major storm event, allowing the existing ditch to pass the higher wetlands areas.

The proposed dam should result in the restoration of approximately 108 acres of previously drained wetlands for a relatively minor construction cost, while still allowing the ditch system to provide flood control during major storm events.

This restoration project was permitted through SJRWMD on April 8, 1997. Construction should commence in the 1997/1998 reporting period.

A copy of the restoration plan is included in Exhibit E.





HUNTER'S RIDGE

ANNUAL STATUS REPORT NO. 7

JULY 1, 1998

Prepared
for

**HUNTER'S RIDGE RESIDENTIAL
GOLF PROPERTIES, INC.**

1 BEAGLE'S REST
ORMOND BEACH, FLORIDA 32174
(904) 677-7275

By

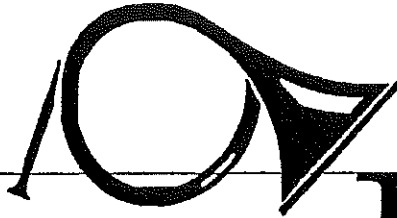


**ALANN ENGINEERING
GROUP, INC.**

CONSULTING ENGINEERS

232 S. Yonge Street
Ormond Beach, FL 32174

904/673-7640



HUNTER'S RIDGE

ANNUAL STATUS REPORT
NO. 7

EXHIBIT E

RESTORATION ACTIVITY

Exhibit E

HUNTER'S RIDGE RESTORATION PROJECT:

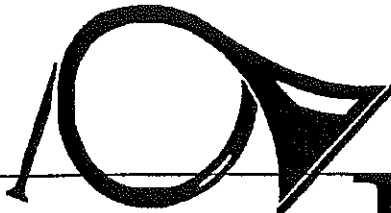
Many of the wetlands in the Hunter's Ridge Conservation Area have been stressed as a result of ditches cut through this property over the years. As part of the Development of Regional Impact (DRI) approval for developing the Hunter's Ridge PUD, the owner agreed to block off selected ditches in order to back up the stormwater into the adjoining wetlands areas, thereby restoring a more natural hydroperiod.

Many ditches have already been blocked under the original permit for Shadow Crossings at Hunter's Ridge. This proposal is to construct a water control structure at the point where the Hull Cypress Swamp discharges into Hull Creek. During normal rainfall periods, a proposed dam will divert the normal runoff flow through the wetlands areas to a depth of one inch - six inches. However, the water control structure will be fitted with "flashboard risers" that can be quickly removed during a major storm event, allowing the existing ditch to pass the higher wetlands areas.

The proposed dam should result in the restoration of approximately 108 acres of previously drained wetlands for a relatively minor construction cost, while still allowing the ditch system to provide flood control during major storm events.

This restoration project was permitted through SJRWMD on April 8, 1997 and through ACOE on July 2, 1997. Construction began during this reporting period.

A copy of the restoration plan is included in Exhibit E.



HUNTER'S RIDGE

ANNUAL STATUS REPORT NO. 8

JULY 1, 1999

**Prepared
for**

**HUNTER'S RIDGE RESIDENTIAL
GOLF PROPERTIES, INC.**

1 BEAGLE'S REST
ORMOND BEACH, FLORIDA 32174
(904) 677-7275

By

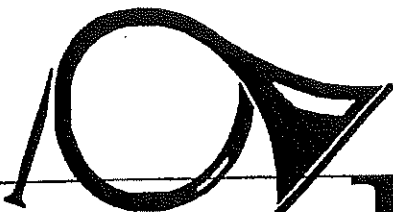


**ALANN ENGINEERING
GROUP, INC.**

CONSULTING ENGINEERS

232 S. Yonge Street
Ormond Beach, FL 32174

904/673-7640



HUNTER'S RIDGE

ANNUAL STATUS REPORT NO. 8

EXHIBIT E

RESTORATION ACTIVITY

Exhibit E

HUNTER'S RIDGE RESTORATION PROJECT:

Many of the wetlands in the Hunter's Ridge Conservation Area have been stressed as a result of ditches cut through this property over the years. As part of the Development of Regional Impact (DRI) approval for developing the Hunter's Ridge PUD, the owner agreed to block off selected ditches in order to back up the stormwater into the adjoining wetlands areas, thereby restoring a more natural hydroperiod.

Many ditches were blocked under the original permit for Shadow Crossings at Hunter's Ridge. The restoration project constructed a water control structure at the point where the Hull Cypress Swamp discharges into Hull Creek. During normal rainfall periods, the dam diverts the normal runoff flow through the wetlands areas to a depth of one inch - six inches. However, the water control structure is fitted with "flashboard risers" that can be quickly removed during a major storm event, allowing water flowing through the existing ditch to bypass the higher wetlands areas.

The dam should result in the restoration of approximately 108 acres of previously drained wetlands for a relatively minor construction cost, while still allowing the ditch system to provide flood control during major storm events.

This restoration project was permitted through SJRWMD on April 8, 1997 and through ACOE on July 2, 1997. Construction was completed during this reporting period.

A copy of the restoration plan is included in Exhibit E.

INSTALL DBL 42" X 29" CMP ARCH CULVERTS BETWEEN ROAD SIDE SWALES, WITH HEAD WALLS, MITERED END SECTIONS, OR PRECAST FLARED END SECTIONS. (SEE DETAIL)

LOW AREAS WILL CONTINUE TO DRAIN TO THE SOUTH

EXISTING DITCH

SEE DETAIL SHEET 1

REPAIR BERM WHERE BREACHED

ENHANCEMENT AREA (166 ACRES)

REPAIR BERM WHERE BREACHED

CONSTRUCT DITCH BLOCKS (BOTH SIDES) MIN. TOP ELEV. 26.5

TRAIL

40 GRADE

SITE

VICINITY MAP



SCALE: 1 IN. = 300 FT.

1	DESIGNED BY	DATE
2	CHECKED BY	DATE
3	APPROVED BY	DATE
4	PROJECT NO.	
5	SHEET NO.	

HULL CREEK REHYDRATION PROJECT AT HUNTERS RIDGE

JAY CORBIN & ASSOCIATES, INC. 1000 N. 10TH ST., SUITE 100 DENVER, CO 80202 (303) 733-1111 FAX (303) 733-1112 WWW.JAYCORBIN.COM	PROJECT NO. 10-001 SHEET NO. 1 DATE 10/1/10

Mary Murphy

From: Jake Beren <jberen@huntersridgefl.com>
Sent: Thursday, February 16, 2023 3:08 PM
To: Kim Booker
Subject: Fwd: Hunter's Ridge NOPC/Development Order
Attachments: 02.16.2023, Ormond Beach comments on Hunters Ridge NOPC.pdf

Call me please

Jake Beren
Chief Operating Officer
Hunters Ridge Acquisition and Development LLC

880 Airport Rd, Ormond Beach, FL 32174

Personal - 732-552-5154
Work- 386-843-5507

From: Michael Chiumento III <michael3@legalteamforlife.com>
Sent: Thursday, February 16, 2023 2:24:47 PM
To: Jake Beren <jberen@huntersridgefl.com>; Glen Fishman <gfishman@assetrestructuring.com>
Cc: Betty Abreu <BAbreu@legalteamforlife.com>; Caroline McNeil <cmcneil@legalteamforlife.com>
Subject: FW: Hunter's Ridge NOPC/Development Order

Jake/Glenn

See randy's response. I met with Mayor yesterday. He is watching and expressed his concern with Randy's uncharacteristic aggressiveness.

I am out the rest of the week. They would like to meet next Tuesday or Wed. Note they just want the three of us there.

Caroline and Betty will coordinate.

Michael D. Chiumento III

Managing Partner



Email: Michael3@LegalTeamForLife.com
Website: LegalTeamForLife.com
Facebook: [/legalteamforlife](https://www.facebook.com/legalteamforlife)

145 City Place, Suite 301, Palm Coast, FL 32164
T: 386.445.8900 ext. 127 | F: 386.445.6702

57 W. Granada Blvd., Ormond Beach, FL 32174
T: 386.238.9288



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From: Hayes, Randy <Randy.Hayes@ormondbeach.org>
Sent: Thursday, February 16, 2023 12:49 PM
To: Michael Chiumento III <michael3@legalteamforlife.com>
Cc: Noah & Julie McKinnon <nmckinnon@mckinnonandmckinnonpa.com>
Subject: Hunter's Ridge NOPC/Development Order

Good afternoon, Mike.

Please find attached, written comments from the Ormond Beach planning director to the Flagler County Growth Management Director regarding the Hunter's Ridge NOPC/Development Order. We have a good understanding of the issues and a potential resolution of conflicts. We are available tomorrow afternoon to meet with you and Mr. Fishman to discuss a resolution of the issues. The meeting invitation is for you and Mr. Fishman, only. It does not include Ms. Booker or Ms. Buck.

Thank you

Randy

Randal A. Hayes, Esq.

CITY ATTORNEY

22 South Beach Street

Ormond Beach, FL 32175

(386) 676-3217

Randy.Hayes@ormondbeach.org

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CITY OF ORMOND BEACH

Planning • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3311 • Fax (386) 676-3361

February 16, 2023

Adam Mengel, AICP, LEED AP BD+C
Growth Management Director
1769 E. Moody Blvd., Bldg. 2
Bunnell, FL 32110
E-mail: planningdept@flaglercounty.gov

TRANSMITED VIA E-MAIL

Re: NOPC regarding Seventh Amendment to the Hunter's Ridge Development of Regional Impact; Flagler County Board of County Commissioners meeting on February 20, 2023

Dear Mr. Mengel:

This letter is in response to the February 20, 2023 Flagler County Board of County Commissioners agenda item regarding the Hunter's Ridge DRI Notice of Proposed Change (NOPC), specifically the Seventh Amendment to the Hunter's Ridge Development of Regional Impact (DRI) Development Order that was published on February 10, 2023. The Hunter's Ridge Development of Regional Impact Development Order is proposed to be re-adopted with amendments. The City of Ormond Beach has concerns, and offers the following objections, regarding Section IV, 7 of the Flagler County Hunter's Ridge DRI Development Order that is proposed to be re-adopted.

The Flagler County DRI Development Order that is proposed to be readopted requires the developer to perform certain actions that conflict with the developer's obligations under the Ormond Beach Hunter's Ridge DRI. Specifically, the Amended Final Order of the State of Florida Land and Water Adjudicatory Commission (at page 7, paragraphs 3 and 5) requires the Hunter's Ridge development to be consistent with Ormond Beach's Comprehensive Land Use Plan and the City's land development regulations. These requirements are covenants that run, in perpetuity, with the DRI land. The Joint Stipulation and Special Condition 3.5 require the developer to convey conservation lands, that are located within the City, to Ormond Beach and Saint Johns River Water Management District (SJRWMD). The conservation lands are to be conveyed by fee simple warranty deed and include a fire trail commonly known as Forty Grade. The Joint Stipulation (at paragraph 1) of the Ormond Beach DRI removes from development, the conservation lands that are to be conveyed to the city and SJRWMD. The City, SJRWMD, and the developer have agreed to the form of a deed for the conveyance of the conservation lands.

However, the Flagler County DRI (at Section IV, 7, f.3) required the developer to convey to Flagler County, a sixty-foot (60') public road easement over the Forty Grade fire trail that is located in Ormond Beach. That section provides as follows:

"A standard 60 ft. wide public access and utility easement over the Forty Grade from State Road 40 northward to its terminus at Strickland Road/Durrance Lane, shall be provided to Flagler County in a form

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acceptable to the County and shall be recorded prior to the transfer of any portion of the Conservation/Regional Park Area or no later than January 1, 2011, whichever shall occur first. This requirement has been satisfied."

The developer has conveyed to Flagler County a sixty-foot (60') wide public road easement over Forty Grade within the city. A copy of the public road easement is attached. The purpose of the easement authorizes the developer and Flagler County to develop, construct, maintain, repair and use the existing Forty Grade fire trail into a sixty-foot (60') wide public road from State Road 40 (Granada Boulevard) in Ormond Beach northward through the conservation lands and to connect it to Strickland/Durrance Lanes in Flagler County. Section IV, 7, f.2) of the Flagler County DRI requires jeep trails to be connected to the Forty Grade public road, and further designates the Forty Grade public road connecting to State Road 40 (Granada Boulevard) in Ormond Beach to be used as an emergency exit route. The referenced sections in the Flagler County DRI also authorize the developer and Flagler County to use the Forty Grade public road in Ormond Beach for other purposes.

The conveyance by the developer of the Forty Grade public road easement to Flagler County, and the uses that are authorized by the Flagler County DRI and the Forty Grade public road easement, conflict with the Ormond Beach DRI, the Ormond Beach Comprehensive Land Use Plan, and Ormond Beach's land development regulations. In addition, the Forty Grade public road easement prevents the developer from conveying to Ormond Beach and SJRWMD fee simple ownership of the conservation lands, as required by the Ormond Beach DRI. I must point out that the first paragraph in Section IV, 7, f of the Flagler County DRI prohibits any deed restriction, conservation easement, or other encumbrance over the conservation lands unless approved by the future owners, including Ormond Beach, and that any such recording shall be deemed invalid and a violation of the Joint Stipulation and the Flagler County DRI Development Order. This appears to be an inherent conflict within the Flagler County DRI. In addition, these conflicts result in the developer being in violation of the Ormond Beach DRI.

All development, including developments of regional impact, must be consistent with the comprehensive land use plans and land development regulations of the local government that approves the development, as provided in Chapters 163 and 380, Florida Statutes. The Hunter's Ridge development must comply with the comprehensive land use plans, land development regulations, and DRI orders of the county and city, respectively. Local governments must enforce DRI orders to ensure that the development is not inconsistent with the respective comprehensive land use plan, and are prohibited by section 380.115, Florida Statutes from issuing permits or approvals or providing any extension of services if a developer fails to act in substantial compliance with the development order.

A first step toward resolving the conflicts between the DRIs and comprehensive land use plans of Flagler County and Ormond Beach requires the deletion of Section IV, 7, f2) and f3) from the Flagler County DRI, followed by the re-conveyance by Flagler County to the developer of the Forty Grade public road easement.

If you have any questions or require additional information, please contact me at (386) 676-3341 or by e-mail at Steven.Spraker@ormondbeach.org.

Sincerely,



Steven Spraker, AICP
Planning Director

C: Joyce Shanahan, Ormond Beach City Manager
Shawn Finley, Ormond Beach Public Works Director
Randy Hayes, Ormond Beach City Attorney
East Central Florida Regional Planning Council

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"Harming" and "Harassment" as used in this recommendation shall be defined in the same manner as "Harm" and "Harass" respectively are defined in 50 CFR Section 17.3.

3.5 The Applicant shall convey the lands enumerated (hereafter "Conservation Lands") in the Joint Stipulation dated December 6, 1990, (which is attached and incorporated herein as Exhibit B-B) and entered into by and among the Florida Audubon Society, the City of Ormond Beach, Flagler County, and the Applicant, in a manner consistent with said Joint Stipulation.

A. The Conservation Lands shall be used and managed exclusively for the maintenance, preservation, and restoration of the native upland and wetland ecosystems historically existent on the Conservation Lands and used for compatible environmental educational activities (hiking, birdwatching, nature study, fishing, and like activities that do not require the construction of facilities otherwise prohibited by a conservation easement).

B. Any development activities, waste disposal, excavation, filling, well drilling, construction, (other than the excavation and filling necessary to restore the natural hydroperiod of the area and limited construction of environmental educational facilities such as nature trails and boardwalks) shall be strictly prohibited.

C. The use, or possession, of off road vehicles, such as all terrain vehicles, swamp or dune buggies, by members of the public will be strictly prohibited on the Conservation Lands.

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D. The hunting rights to the Conservation Lands shall be retained by the Applicant, its successors and assigns, for deer and feral hogs only. Otherwise, hunting shall be prohibited.

E. The Applicant shall retain the right to conduct equestrian activities on the Conservation Lands in a manner approved by the St. Johns River Water Management District.

F. To the extent permitted by the future grantees of the Conservation Lands, the Applicant shall assist, at its own expense with regard to the use of manpower and equipment, with certain environmental restoration activities necessary to reestablish a more natural hydroperiod on the Conservation Lands. The objective of this restoration shall be the elimination of drainage provided by all of the ditches that have been constructed through the Conservation Lands. This program will involve the installation of water control structures in existing ditches including, without limitation, the Hull Cypress Swamp Ditch, so that the current overdrainage of the area is reversed. Within six (6) months after the final action by the Florida Land and Water Adjudicatory Commission on this appeal, or within six (6) months after the issuance of a development order by the City of Ormond Beach or Flagler County for the project, or any portion thereof, (whichever occurs later) the Applicant shall assist the St. Johns River Water Management District, and as

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may be permitted by the future grantees of the Conservation Lands in the completion of a plan for the restoration of the natural hydroperiod in the Conservation Lands. Within one (1) year after the completion of this plan, the Applicant shall assist the St. Johns River Water Management District with completion of the construction elements of the plan as may be permitted by the future grantees of the Conservation Lands. The Applicant shall provide, at its own expense, manpower and earth moving machinery to plug ditches, breach levees or fill berms, and all other physical earth moving work necessary to implement the restoration plan developed in conjunction with the St. Johns River Water Management District. This plan, generally, shall:

(i) provide for the plugging, or installatin of water control structures in the Hull Cypress Swamp Ditch, to restore the hydroperiod of the Hull Cypress Swamp;

(ii) create openings in the fill berm along the Hull Cypress Swamp Ditch to reflood the wetland strand that exists parallel to the ditch, and divert the flow of the ditch through the wetland area in the strand adjacent to the ditch;

(iii) plug or install water control structures in all other manmade canals or ditches on the property as may be necessary to restore the historical hydroperiod.

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G. Any delay in the authorization or completion of work to restore the hydroperiod beyond the time frames specified above that may be occasioned by the future landowners, environmental permitting requirements, or other unforeseen events, shall not relieve the Applicant of the obligation to provide manpower and earth moving equipment to conduct the work specified above.

H. Any timber interests retained by the Applicant in the Conservation Lands shall be for limited silvicultural purposes relative to the harvest of pine trees. It is anticipated, and the Applicant agrees, that the hydroperiod restoration required under this condition will result in major portions of Parcel "B" of the Conservation Lands undergoing transition to a wetland state that will no longer facilitate the cultivation and harvest of pine. The Applicant may continue to exercise pine timber management and harvest on the property once the natural hydroperiod is restored, under a plan which is acceptable to the St. Johns River Water Management District, Flagler County, and the City of Ormond Beach, and which plan is designed to limit pine silvicultural practices to only those compatible with the restored hydroperiod of the area, and which plan provides a maximization of wildlife benefits, as determined by the St. Johns River Water Management District.

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I. The Appliant shall be entitled to claim "Mitigation Credits" for that part of the hydroperiod restoration work required by this Condition 3.5. and performed in Volusia County, in order to offset any mitigation requirement arising from the construction of the Hunter's Ridge DRI, but only to the extent allowable under the City of Ormond Beach land development regulations in effect at the time of application for final development approval of any portion of the project.

J. Impact fee credits for "Conservation Lands" will be awarded on a full-value basis, not to exceed the amount of applicable impact fees or the total value of such lands for conservation use based on an MAI appraisal to be submitted by the Applicant, whichever is less.

3.6 Unavoidable losses of viable wetlands shall be mitigated through restoration of wetlands, creation of wetlands or preservation of functional wetlands, and/or uplands adjacent to wetlands, within the same watershed and in accordance with adopted rules and policies of the City of Ormond Beach and the St. Johns River Water Management District. Wetlands to be created or uplands to be retained as mitigation, shall, to the greatest practical extent, be located coterminously with one or more major habitat areas to be preserved so as to provide a continuity or expansion of natural habitat areas. Detention ponds, preservation of viable on-site wetlands, lakes or open water areas shall not be acceptable for wetland mitigation.

DENSITY/INTENSITY RESTRICTIONS			
PROJECT	LAND USE	ORO #	RESTRICTION
1. Calvary Church	TC	2007-39	70% AADT
2. Mercedes	SLDR	2008-54	3.47 UPA
3. River Oaks	SLDR	2008-54	1.74 UPA
4. 1287, 1301 W Granada Blvd	LIC	2014-26	0.12 FAR

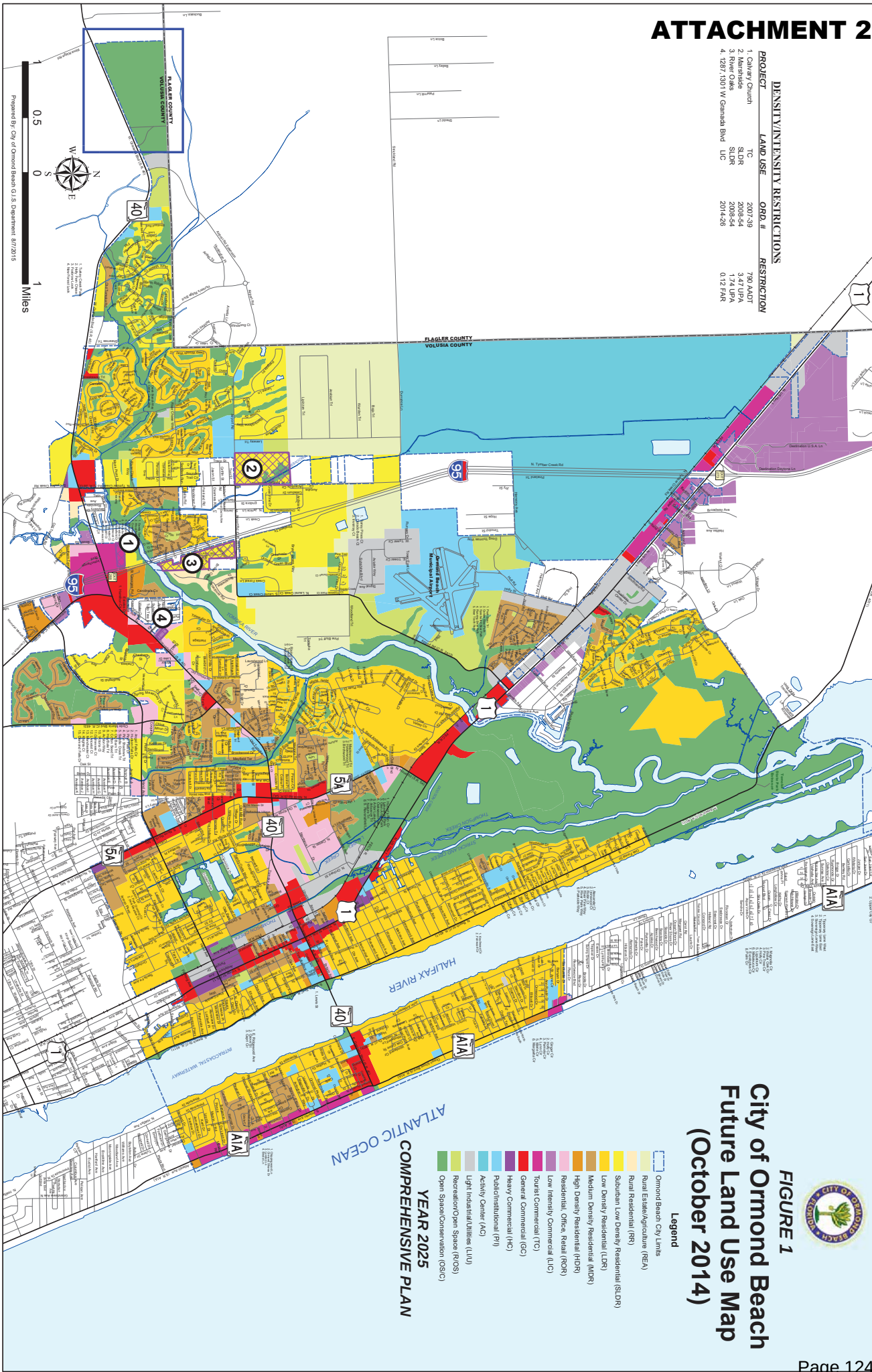


FIGURE 1
City of Ormond Beach
Future Land Use Map
(October 2014)



FUTURE LAND USE ELEMENT GOALS OBJECTIVES AND POLICIES

OBJECTIVE 1.5. RECREATION/OPEN SPACE

The City shall acquire or dedicate lands for the provision or expansion of active recreation facilities to meet the existing and future needs of the population, as determined in Capital Improvements Element.

POLICY 1.5.1.

The recreation impact fee rebate program should be continued to offset the recreation and open space impacts of new development.

POLICY 1.5.2.

The City shall upgrade existing facilities when needed to assure that they provide for adequate active recreation opportunities.

OBJECTIVE 1.6. OPEN SPACE/CONSERVATION USE

The City shall acquire or dedicate lands to ensure their protection where there are environmental assets that shall be preserved, as well as providing community access and/or recreation opportunities/value to the community.

POLICY 1.6.1.

The City shall upgrade existing City-owned parks when, as financially feasible, to assure that they provide for adequate access to passive recreation areas.

POLICY 1.6.2.

The City shall maintain a zoning category to assure protection of open space/conservation uses entitled: “Special Environmental District” (SE). The following criteria shall apply to the implementation of this Policy:

- The SE district applies to all Department of Environmental Protection or Army Corps of Engineers jurisdictional wetland lines. This area includes mosquito impoundment districts.
- The SE district applies to environmentally sensitive areas designated for public acquisition and protection or areas currently in public ownership which should be subject to open space and conservation type land uses.

POLICY 1.6.3.

Project existing agricultural lands by allowing existing agricultural operations to continue; rezoning of these lands should not occur unless requested by property owners.

FUTURE LAND USE ELEMENT GOALS OBJECTIVES AND POLICIES

POLICY 1.6.4.

Encourage retention of natural vegetation and use of native plant species in all projects in order to reduce irrigation needs and minimize vegetation loss during deep freeze periods, protect wildlife habitat areas, and provide suitable natural open space areas in the urban environment.

POLICY 1.6.5.

The City shall continually consider the acquisition of sensitive lands in the US 1 North corridor and in the flood prone area south of Granada Boulevard that are shown in the Future Land Use Map as Open Space/Conservation for passive open space use. Environmentally sensitive areas as defined in Policy 4.1.1. of this Element with an underlying land use in the Land Use Element are to be carefully monitored for on and off-site environmental impacts during the site plan review process.

OBJECTIVE 1.7 ACTIVITY CENTERS

The City of Ormond Beach establishes the “Activity Center” land use classification to encourage the development of master planned, mixed-use developments that serve as a catalyst for economic development opportunities and provide for balanced, integrated communities.

POLICY 1.7.1.

The application of the Activity Center land use designation shall be limited to properties with minimum area of 2,000 acres that are under single ownership. A Development of Regional Impact or rezoning to Planned Development shall be required of all properties designated as “Activity Center” on the Future Land Use Map. The Florida Community Renewal Act of 2009 identified that property owners can decide to not participate in the DRI process if the project is located a Dense Urban Land Areas (DULA’s). The City is a DULA, as so designated by the Florida Department of Community Affairs in July 2009. To ensure that there is a coordinated and integrated development, all property designated as “Activity Center” shall be required to have a zoning classification of “Planned Development.” The City shall not use the “Activity Center” land use to prematurely develop lands in a fashion that encourages sprawl. Sprawl shall be identified by the following conditions:

1. Promotes, allows or designates for development substantial areas of the jurisdiction to develop as low-intensity, low density or single-use development or uses in excess of the demonstrated need.
2. Fails to maximize use of existing and future public facilities and services.
3. As a result of premature or poorly planned conversion of rural land to other uses, fails to adequately protect and conserve natural resources, such as wetlands, floodplains, native vegetation, environmentally sensitive areas, natural

**Exhibit A
HUNTER'S RIDGE DRI DEVELOPMENT ORDER**

requirements arising from the construction of the Hunter's Ridge DRI, as allowed and permitted through applicable State and Federal regulatory agencies. Any enhancement activities desired by the Developer to increase credit yield shall be the financial responsibility of the Developer and shall be approved by the applicable property owners provided for herein (i.e., Flagler County or the City of Ormond Beach, and the St. John's River Water Management District).

- f. No Environmental Resource Permit ("ERP"), deed restriction, conservation easement, or other property encumbrance shall be permitted to be approved or recorded over the Conservation/Regional Park Area property unless approved in writing by any future owner for the particular property affected (i.e., Flagler County or the City of Ormond Beach, and the St. John's River Water Management District, hereafter collectively referred to as the "Future Owners"). Any such recording shall be deemed invalid and a violation of the Joint Stipulation and this Development Order. A copy of this Development Order shall be provided by the Developer as part of any subsequent application to any permitting agency for the DRI Property, including pending applications at the time of adoption of this Development Order.
- 1) The Developer shall not be entitled to submit or record any restriction on the property that violates a Future Owners' right to utilize the Conservation/Regional Park Area for the uses provided for in the Joint Stipulation unless approved by the Future Owners of the portion of the Conservation/Regional Park Area affected.
 - 2) The Forty Grade and existing jeep trails connecting to the Forty Grade shall be required to remain open as an access road for emergency vehicles, as an emergency exit route, for land management, as potential equestrian trails, and other potential passive recreation uses as permitted, unless agreed to be closed by the Future Owners.
 - 3) A standard 60 ft. wide public access and utility easement over the Forty Grade from State Road 40 northward to its terminus at Strickland Road/Durrance Lane, shall be provided to Flagler County in a form acceptable to the County and shall be recorded prior to the transfer of any portion of the Conservation/Regional Park Area or no later than January 1, 2011, whichever shall occur first. This requirement has been satisfied.

ATTACHMENT 4

40 GRADE
GRANT OF EASEMENT

THIS INDENTURE, made this 24 day of April, 2017, by and between U.S. Capital Alliance, LLC, a Florida limited liability company, whose address is 880 Airport Road, Suite 113, Ormond Beach, Florida 32174 (hereinafter referred to as "Grantor") and FLAGLER COUNTY, FLORIDA a political subdivision of the State of Florida (hereinafter referred to as "Grantee").

WHEREAS, the Grantor is seized in fee simple and in possession of lands across the Westerly 60 feet of Sections 16 and 21, Township 14 South, Range 31 East, Flagler County, Florida, and the Westerly 60 feet of Section 28, Township 14 South, Range 31 East, Volusia County, Florida lying North of State Road 40 and that particular portion of it described below; and

WHEREAS, the Grantee is seized in fee simple of a parcel of land contiguous to the land of Grantor; and

WHEREAS, Grantee desires to acquire a certain easement ("Easement") over a portion of Grantor's property, which is also subject to other third party easements; and

WHEREAS, Grantor has agreed for the sum of \$10.00 and other good and valuable consideration to convey to Grantee and all other persons claiming by, through or under Grantee, or any of them, their predecessors in title or their heirs, assigns, or legal representatives, an easement or right of way over the land described below, for the purposes and in the manner expressed below; and

WHEREAS, Grantor is obligated to convey to Grantee said Easement pursuant to the Hunter's Ridge DRI Development Order as approved by Grantee on November 15, 2010 (the "DRI Development Order").

NOW, THEREFORE, the Grantor grants unto the Grantee, its heirs and assigns, a perpetual 60 foot wide easement over the existing roadway commonly known as "40 Grade", from State Road 40, northward to its terminus at Strickland Road/Durrance Lane, with full and free right and liberty for them and their tenants, servants, visitors and licensees, at all times hereafter, for all purposes connected with the use and enjoyment of the land of the Grantee for whatever purpose the land from time to time lawfully may be used and enjoyed, to pass and repass along the provided roadway or roadways, to improve and maintain the roadway and install associated improvements, and to install utilities lines on or under the Easement.

This Grant of Easement shall be subject to the following conditions:

1. The parties acknowledge that the current location of 40 Grade meanders within the area more particularly described as: the Westerly 60 feet of Section 28, Township 14 South, Range 31 East, Volusia County, Florida, and the Westerly 60 feet of Sections 16 and 21, Township 14 South, Range 31 East, Flagler County, Florida, all lying North of State Road 40. The parties agree the existing location of the 40 Grade roadway may be moved,

altered, shifted or otherwise modified by Grantee from time to time, within the Easement, in the sole discretion of Grantee, providing that the width of the 40 Grade roadway easement area does not exceed 60 feet. Grantee may cause a survey of 40 Grade to be performed and a legal description to be prepared, and the parties agree that upon completion, Grantee may record an amendment to this Agreement in order to more particularly describe the 40 Grade Easement.

2. Grantee shall maintain the Easement together with any improvements constructed or installed thereon by Grantee or associated with Grantee's use of the Easement. The operation and maintenance of such improvements and of the Easement shall be at Grantee's sole cost and expense.
3. Grantor hereby reserves the right to make any modifications to the roadway located within the Easement, at its sole cost and expense, pursuant to the terms and conditions of the Conceptual Permit issued by the St. Johns River Water Management District (the "SJRWMD") and consistent with conservation easements between Grantor and the SJRWMD; provided, however, that such modifications do not interfere with Grantee's rights provided for herein.
4. Through the date of conveyance, Grantor shall pay any and all taxes, charges or use fee(s) levied by any governmental agency against Grantor's interest in the Easement, or against any of Grantor's real property subject to the Easement.
5. This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligation herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect except in a subsequent modification in writing, signed by the parties hereto.
6. This instrument shall be binding and inure to the benefit of the respective successors and assigns of the parties hereto and the benefits and burdens herein shall run with the land.

TO HAVE AND TO HOLD the Easement or right of way hereby granted unto Grantee, its heirs and assigns, as appurtenant to the land of the Grantee.

IT IS FURTHER UNDERSTOOD that the Grantor, its heirs, assigns and tenants in no way will be bound to improve, maintain or construct a roadway, or to keep it in repair, nor does the Grantor, its heirs and assigns, assume any liability or responsibility to Grantee, its heirs and assigns, or any person using the land by invitation, express or implied, or by reason of any business conducted with Grantee, its heirs or assigns, or otherwise.

In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered
in the presence of:

U.S. CAPITAL ALLIANCE, LLC,
a Florida limited liability company

Witnesses:

Print Name: IRAJ SAIDIAN

Print Name: ANTHONY CUPO

By: ALLAN FEKER

Allan Feker, Manager

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me this ____ day of _____, 2017, by ALLAN FEKER, who is personally known to me or who has produced _____ as identification.

Print Name: _____

Notary Public, State of Florida

Commission No. _____

My Commission Expires: _____

SEE ATTACHED CERTIFICATE
DATE 4-24-17 NOTARY INITIALS BC

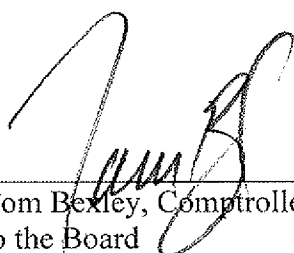
In Witness Whereof, Grantee has hereunto set Grantee's hand and seal the day and year first above written.

**FLAGLER COUNTY BOARD OF COUNTY
COMMISSIONERS**


Nate McLaughlin, Chairman

ATTEST:

Execution of this Agreement was authorized by the
Board of County Commissioners at its public
meeting held on December 5, 2016.


Tom Bexley, Comptroller and Clerk
to the Board

APPROVED AS TO FORM:


Special Counsel to Flagler County

CALIFORNIA JURAT CERTIFICATE

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

Subscribed and sworn to (or affirmed) before me on this

24 day of April, 2017

by Allan Feker,
proved to me on the basis of satisfactory evidence to be the person(s) who
appeared before me.

Signature Brian Cash



ADDITIONAL INFORMATION (OPTIONAL)

DESCRIPTION OF THE ATTACHED DOCUMENT

40 Grade Grant of
(Title or description of attached document)

Easement
(Title or description of attached document continued)

Number of pages 4 Document Date 4-24-17

(Additional information)

NOTARY PUBLIC CONTACT INFORMATION

The UPS Store
668 N Coast Hwy
Laguna Beach, CA 92651

949-494-4420 tel
949-494-9850 fax

store0120@theupsstore.com
www.TheUPSSStore.com/0120

T: 386.238.9288



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From: Hayes, Randy <Randy.Hayes@ormondbeach.org>
Sent: Thursday, February 16, 2023 12:49 PM
To: Michael Chiumento III <michael3@legalteamforlife.com>
Cc: Noah & Julie McKinnon <nmckinnon@mckinnonandmckinnonpa.com>
Subject: Hunter's Ridge NOPC/Development Order

Good afternoon, Mike.

Please find attached, written comments from the Ormond Beach planning director to the Flagler County Growth Management Director regarding the Hunter's Ridge NOPC/Development Order. We have a good understanding of the issues and a potential resolution of conflicts. We are available tomorrow afternoon to meet with you and Mr. Fishman to discuss a resolution of the issues. The meeting invitation is for you and Mr. Fishman, only. It does not include Ms. Booker or Ms. Buck.

Thank you

Randy

Randal A. Hayes, Esq.

CITY ATTORNEY

22 South Beach Street

Ormond Beach, FL 32175

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Randy.Hayes@ormondbeach.org

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Kim Booker

From: Kim Booker
Sent: Friday, February 17, 2023 6:59 PM
To: Jake Beren; Glen Fishman
Subject: Fwd: Ormond Beach Objections/Comments to NOPC
Attachments: Memo to BOCC re Ormond Beach Objections.pdf

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From: Al Hadeed <ahadeed@flaglercounty.gov>
Sent: Friday, February 17, 2023 6:35 PM
To: Kim Booker <kbooker@bookerandassoc.com>
Subject: Ormond Beach Objections/Comments to NOPC

Kim - we have reviewed in depth the matters Ormond Beach and you have presented to us. The only one that appears to rise to an objection by the City is the access easement. For many reasons I do not think the City's arguments are well made. For one, assuming the City is correct in its premises, too much time has passed, and the easement is vital to our management of the property. We have not transgressed any of the conservation principles concerning its use. And no evidence of anything to the contrary has been presented or even hinted. To boot, the Water Management District approved it.

The City appears to believe the 1991 stipulated order is inviolate and immutable. I take issue with that. That position would essentially nullify nearly everything done since. It is fundamentally true that large-scale projects evolve, new circumstances arise, and the plan needs to change. That is what development order amendments do. The amendments are aired on their merits. The City has received notices and has not objected to the provision that gives us access. How would the City object? That the County does not need access?

I don't think the easement defeats the City's right to receive fee simple. It was never going to receive fee simple absolute. The land has been burdened unfortunately with other easements. Those should be the City's concern, as they are with us, in attempting to manage a significant conservation tract.

It was the prudent conservation technique to use existing disturbed accessways into conservation land. The easement area is already significantly disturbed. Over time, as occurs with such lands, some access may be closed off. Right now, that kind of planning is premature.

I assume you do agree that within the 2010 DO the conveyance is lawful (the more specific governs the more general). The County's action when taken was not illegal. I assume you would agree that 12 years after notice to the City that this was going to be done is enough for a counter party to assert laches or waiver. I assume, too, you would agree that undoing the easement serves no public purpose toward management of the conservation resource.

There were other issues that the City raised that I have addressed in the attached memo to our County Commissioners. The County is always willing to work with you and the City on substantive issues of land use and planning. The City's objection in this instance, however, simply goes too far.

Thank you.

Al Hadeed
County Attorney

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Flagler County Board of County Commissioners
1769 E. Moody Blvd., Bldg 2
Bunnell, FL 32110



The mission of Flagler County is to provide high-quality services through a responsive workforce committed to excellence, integrity, in collaboration with the cities and to act as a fiscally responsible steward.

This message contains confidential information and is intended only for the individual(s) addressed in the message. If you are not the named addressee, you should not disseminate, distribute, or copy this e-mail. If you are not the intended recipient, you are notified that disclosing, distributing, or copying this e-mail is strictly prohibited.

Mary Murphy

From: Kim Booker
Sent: Friday, February 17, 2023 12:33 PM
To: Glen Fishman; Jake Beren; Kimberly Buck
Cc: Mary Murphy
Subject: please see changes by Jake and Glen
Attachments: comparison of letter of changes.docx; ormond letter Feb17 2023 letter (003)v2.docx

Please see attached comparison version and clean version of letter with changes from Glen and Jake.

Kim C. Booker, Attorney at Law
Booker & Associates, P.A.
1019 Town Center Drive, Suite 201
Orange City, Florida 32763
Telephone (386) 774-6552
Fax (386) 774 -5997

This communication is intended to be a confidential and privileged communication protected by attorney client privilege. If you are the unintended recipient of this communication, please notify my office immediately at 386 774 6552. Due to increased risk of fraud, please confirm any and all wiring instructions before sending any wires to our office.

BOOKER & ASSOCIATES, P.A.
ATTORNEYS AT LAW

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GISELLE CALDERON-CRUZ
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Sent Via Email:

Ahadeed@flaglercounty.gov
Amengel@flaglercounty.gov
Amengel@flaglercounty.gov
Randy.Hayes@ormondbeach.org
Steven.Spraker@ormondbeach.org

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Formatted: Default Paragraph Font, Font: 12 pt

Steven.Spraker@ormondbeach.org

September 20, 2023

Al Hadeed, County Attorney
County of Flagler
1769 E Moody Blvd, Building 2
Bunnell, Florida 32110

Adam Mengel, Growth Management Director
County of Flagler
1769 E. Moody Blvd., Building 2
Bunnell, Florida 32110

Randy Hayes, City Attorney
City of Ormond
Post Office Box 277
Ormond Beach, Florida 32175-0277

Steven Spraker, Planning Director
City of Ormond
Post Box 277
Ormond Beach, Florida 32175-0277

Re: Response to Letter from Steven Spraker, City of Ormond dated February 16, 2023 ("Letter") and emails dated February 16, 2023 from Randy Hayes, City Attorney, City of Ormond Beach asserting non-compliance of Ormond DRI based upon 40 Grade Easement granted to County of Flagler as condition of Flagler DRI.

Dear Mr. Al Hadeed, Mr. Adam Mengel, Mr. Steven Spraker and Mr. Hayes:

I am in receipt of the above referenced Letter dated February 16, 2023 and emails from Randy Hayes, Esquire asserting the Developer, US Capital Alliance, LLC., is in non-compliance with the Ormond Beach DRI for granting an easement over the 40 grade logging road in the Ormond Conservation Area in 2016. In response to the above referenced Letter and various emails, the Developer, US Capital Alliance, LLC. states that is in full compliance with all conditions of the Ormond DRI. The Developer's response is as follows:

1. On November 16, 2016, a notice of public hearing for December 5, 2016 was sent to the City of Ormond by the County of Flagler notifying the City that a hearing would be held on the non-compliance order issued by Flagler County under the DRI, a copy of which is attached hereto as Exhibit A. The notice provided that the agenda package and all documents were available for review on the County's website. The agenda package which contained the 40 grade easement was available for review by the City. A copy of the agenda package for the public hearing on December 5, 2016 is attached hereto as Exhibit B. At no time did the City of Ormond comment or object to the easement at the time of this notice and public hearing in 2016. I have also attached hereto arials from 1970 and 1980 which reflect the existence of this 40 grade logging road.
2. The 40 grade is a logging road which is subject to a number of easements dating back to 1981 which provided easements for a number of homeowners located in Section 14 and is already providing access to a number of different individuals since **before** the DRI was adopted in 1990 (See OR Book 2261, Page 224 (1981 Easement); OR Book 4226, Page 4106 (amendment to Easement). In addition, a conservation easement was placed on the Ormond Conservation area as recorded in OR Book 4178, Page 932 in connection with a prior permit for development approved by the City of Ormond and SJRWMD. I have attached hereto copies of these documents for your review. The purpose of this easement is to provide access for emergency services such as fire and to allow the County of Flagler to access and maintain the Conservation Area. I do not believe that any court of competent jurisdiction would find that such an easement is not consistent with the intent of the DRI. This area has experienced numerous fires in the past, devastating the area and the 40 grade road was critical in allowing emergency services access to the Conservation Area to address the fires and gain control over them. Any argument that this road was not contemplated to provide access is refuted by the existence of other easements as well as the prescribed use of the road for over forty years. SJRWMD was involved in the drafting of the documents, approved them and notice thereof was provided to the City of Ormond prior to its adoption by the Commission on December 5, 2016. Moreover, the release of the Flagler County 40 grade easement will not release the other easements that have existed on the site since 1981.
3. In addition, the blanket Conservation Easement excluded the 40 grade road and the Conservation Park Agreement provided an easement in favor of the Developer in Flagler County, all of which were negotiated with SJRWMD at the time of the conveyance of the Conservation Area to Flagler and included in the public notice provided on December 5, 2016. The 40 grade road was contemplated as an access as reflected in its exclusion from the Conservation Easement in favor of SJRWMD.
4. In 2016, the provision of the 40 grade easement was required by Noah McKinnon, who was acting in his capacity as the attorney for Flagler County at the time. Now, Noah McKinnon is acting as an attorney for the City of Ormond and is accusing the County of Flagler of violating the terms of the DRI by providing this 40 grade easement. Clearly, Attorney Mr. McKinnon may have a conflict of interest since he Attorney Noah McKinnon is now representing Ormond Beach against the interest of Flagler County on the same issue.

5. As stated many times before, as to the Parcel B of the Conservation Area lying in Ormond Beach, the Developer, SJRWMD and Ormond have approved a form of the conveyance deed for this parcel, but SJRWMD is requiring the completion of any permitting requirements as well as Phase I and title work prior to completing the conveyance- and conservation and preservation activities as explicitly allowed by the Ormond Beach DRI. The Developer is diligently working to complete these requirements as the deed conveys jointly a one-half undivided interest to each party.
6. As to the comprehensive plan for Ormond Beach, all development has been permitted and approved by Ormond within the Ormond DRI and as such it was deemed consistent with the Ormond Beach Comprehensive Plan. Since substantially all of the development within Ormond Beach has already been completed, it is unclear why the City of Ormond has made reference to the comprehensive plan in its arguments set forth in the Letter. The DRI establishes Parcel B is a conservation area subject to specific rights of the Developer. The Developer has always acknowledged that this area is to be utilized as a conservation area for the development subject to the reservations of uses set forth in the Ormond DRI. Over the last forty years, Parcel B has been utilized as a conservation and mitigation area for the development as approved by the City of Ormond and SJRWMD.

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In conclusion, although the City of Ormond continues to raise repeated issues that are not founded on the DRI in an attempt to harass the Developer and interfere with development based upon what appears to be an unprofessional personal vendetta or discrimination, my client has addressed each of these numerous letters and unfounded accusations and has repeatedly offer solutions or requested meetings to discuss and resolve the issues.. However, Attorney Hayes has repeatedly denied the Developer a meeting with the City Manager, has ordered the Developer not to contact the Commission or City Manager about any issues, has directed that if there is a meeting, the Developer is not permitted to have his attorney nor his engineer present for the meeting and now is threatening to interfere with a Flagler County NOPC that has been revised numerous times to address the numerous baseless complaints and which has no impact on the City of Ormond. Given the repeated letters and emails which are now resolved to only an easement, it is clear that the City Attorney for Ormond is abusing his position in an attempt to deprive the Developer of its rights to develop its property. There is no legal basis for any objection to the Flagler County

NOPC nor any legal basis for the repeated threats of non-compliance of a substantially completed Ormond DRI. There is no development occurring in Ormond Beach. Any further attempts or threats against the developer will not be taken lightly and will be addressed in a legal manner. We have learned from other agencies that they are receiving repeated calls from the City Attorney attempting to find some issue that may cause a problem for the developer when none exist. ~~You are hereby commanded to cease and desist~~ Please stop your unwarranted and unprovoked threats against the Developer that are now impacting its ability to develop its project.

If you would like to discuss the alternative route for the easement and Flagler County and the Fire Marshall are willing to consider relocating the easement, my client is more than willing to discuss this matter and meet with the City Manager, Mayor and City Attorney. If you have any questions or comments regarding this matter, please feel free to contact me.

Sincerely,

Booker & Associates, P.A.



By: _____
Kim C. Booker, Attorney at Law

Attachments

cc: Glen Fishman, US Capital Alliance, LLC. , gfishman@assetrestructuring.com
Joyce Shanahan, Ormond City Manager; Joyce.Shanahan@ormondbeach.org
Shawn Finley, Ormond Public Works; Shawn.Finley@ormondbeach.org

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Sent Via Email:

Ahadeed@flaglercounty.gov

Randy.Hayes@ormondbeach.org

September 20, 2023

Al Hadeed, County Attorney
County of Flagler
1769 E Moody Blvd, Building 2
Bunnell, Florida 32110

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County of Flagler
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6. As to the comprehensive plan for Ormond Beach, all development has been permitted and approved by Ormond within the Ormond DRI and as such it was deemed consistent with the Ormond Beach Comprehensive Plan. Since substantially all of the development within Ormond Beach has already been completed, it is unclear why the City of Ormond has made reference to the comprehensive plan in its arguments set forth in the Letter. The DRI establishes Parcel B is a conservation area subject to specific rights of the Developer. The Developer has always acknowledged that this area is to be utilized as a conservation area for the development subject to the reservations of uses set forth in the Ormond DRI. Over the last forty years, Parcel B has been utilized as a conservation and mitigation area for the development as approved by the City of Ormond and SJRWMD.

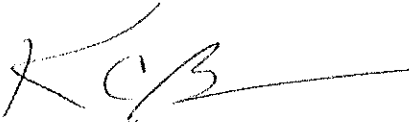
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Sincerely,

Booker & Associates, P.A.


By: _____
Kim C. Booker, Attorney at Law

Attachments

cc: Glen Fishman, US Capital Alliance, LLC. , gfishman@assetrestructuring.com
Joyce Shanahan, Ormond City Manager
Shawn Finley, Ormond Public Works

BOOKER & ASSOCIATES, P.A.

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Sent Via Email:

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Randy.Hayes@ormondbeach.org

February 17, 2023

Al Hadeed, County Attorney
County of Flagler
1769 E Moody Blvd, Building 2
Bunnell, Florida 32110

Adam Mengel, Growth Management Director
County of Flagler
1769 E. Moody Blvd., Building 2
Bunnell, Florida 32110

Randy Hayes, City Attorney
City of Ormond
Post Office Box 277
Ormond Beach, Florida 32175-0277

Re: Response to Email from Randy Hayes dated February 16, 2023 attaching a Letter from Steven Spraker, City of Ormond dated February 16, 2023 to Adam Mengel, County of Flagler ("Letter") and emails dated February 16, 2023 from Randy Hayes, City Attorney, City of Ormond Beach asserting non-compliance of Ormond DRI based upon 40 Grade Easement granted to County of Flagler as condition of Flagler DRI.

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Exhibit B. At no time did the City of Ormond comment or object to the easement at the time of this notice and public hearing in 2016. I have also attached hereto aerials from 1970 and 1980 which reflect the existence of this 40 grade logging road.

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In conclusion, although the City Attorney continues to raise repeated issues that are not founded on the DRI in an attempt to harass the Developer and interfere with development based upon what appears to be an unprofessional personal vendetta or discrimination, my client has addressed each of these numerous letters and unfounded accusations and has repeatedly offered solutions or requested meetings to discuss and resolve the issues. However, Attorney Hayes has repeatedly denied the Developer a meeting with the City Manager, has ordered the Developer not to contact the Commission, staff or City Manager about any issues, has directed that if there is a meeting, the Developer is not permitted to have his attorney nor his engineer present for the meeting and now is threatening to interfere with a Flagler County NOPC that has been revised numerous times to address the numerous baseless complaints from the City, and which has no impact on the City of Ormond. I have attached two of the of the many emails sent by the City Attorney. Given the repeated letters and emails which are now resolved to only an easement, it is clear that the City Attorney for Ormond is abusing his position in an attempt to deprive the Developer of its rights to develop its property. There is no legal basis for any objection to the Flagler County NOPC nor any legal basis for the repeated threats of non-compliance of a substantially completed Ormond DRI. There is no development occurring in Ormond Beach. Any further attempts or threats against the developer will not be taken lightly and will be addressed in a legal manner. We have learned from other agencies that they are receiving repeated calls from the City Attorney, Randy Hayes, attempting to find some issue that may cause a problem for the developer when none existed. The City Attorney, Randy Hayes must stop the unwarranted and unprovoked threats against the Developer that are now impacting its ability to develop its project.

If you would like to discuss an alternative for the 40 grade easement with Flagler County, SJRWMD and the Fire Marshal, my client is more than willing to discuss this matter and meet with the City Manager, Mayor and City Attorney. If you have any questions or comments regarding this matter, please feel free to contact me.

Sincerely,

Booker & Associates, P.A.

A handwritten signature in blue ink, appearing to read 'KCB', followed by a horizontal line.

By: _____
Kim C. Booker, Attorney at Law

Attachments

cc: Glen Fishman, US Capital Alliance, LLC. , gfishman@assetrestructuring.com
Jake Beren, US Capital Alliance, LLC., jberen@huntersridgefl.com

Planning and Zoning

1769 E. Moody Blvd Bldg 2
Suite 105
Bunnell, FL 32110



**FLAGLER
COUNTY**
FLORIDA

www.flaglercounty.org

Phone: (386)313-4009

Fax: (386)313-4109

BY CERTIFIED MAIL 7015 0640 0005 0341 6554

November 16, 2016

Kim C. Booker
US Capital Alliance, LLC
US Capital HR, LLC
1019 Town Center Drive
Orange City, FL 32763

RE: NOTIFICATION OF CONSIDERATION OF ORDER TO RESCIND
NOTICE OF NONCOMPLIANCE PURSUANT TO FLORIDA STATUTE 380.06
HUNTER'S RIDGE DEVELOPMENT OF REGIONAL IMPACT (DRI)

Dear Ms. Booker:

This letter serves as notification of a public hearing before the Flagler County Board of County Commissioners (BOCC) to consider rescinding the *Notice of Noncompliance Pursuant to Florida Statute 380.06* for the Hunter's Ridge Development of Regional Impact (DRI). This public hearing will be held on December 5, 2016 at 9:30 a.m. or as soon thereafter as the matter may be heard. The meeting will take place in the County Commission Chambers within the County's Government Services Building located at 1769 East Moody Boulevard, Building #2, in Bunnell, Florida.

As you are aware, the Flagler County portion of the Hunter's Ridge development is currently implemented through the Development Order recorded on February 1, 2011 at Official Records Book 1803, Page 648, Public Records of Flagler County, Florida. In 2012, Flagler County staff conducted a review of the project and determined that the Developer had failed to comply with significant obligations set forth in the Development Order and, further, that the noncompliance had occurred over an extended period of time. On August 21, 2012, the BOCC issued the *Notice of Noncompliance Pursuant to Florida Statute 380.06*, recorded at Official Records Book 1888, Page 1208, Public Records of Flagler County, Florida, which suspended issuance of permits or approvals or extensions of services within the area of Hunter's Ridge outside of Phase 1A.

The purpose of the public hearing is to provide the BOCC with an opportunity to evaluate the status of each of the noncompliance issues and to determine whether the items have been resolved, or can be resolved through additional actions and agreements by and between the parties. In the event a determination is made that the noncompliance issues have been resolved, an Order will be entered by the BOCC to rescind the *Notice of Noncompliance*. Copies of the staff report and associated documents related to this matter will be available in advance

District 1
Charles Ericksen, Jr.

District 2
Frank Meeker

District 3
Barbara Revels

District 4
Nate McLaughlin

District 5
George Hanns

Letter to Ms. Kim C. Booker
RE: Notification of Consideration of Order to Rescind
November 16, 2016
Page 2

of the public hearing at the County Administration office on the 3rd Floor of the County's Government Services Building at 1769 East Moody Boulevard in Bunnell.

A copy of this letter is being provided to interested parties so that they may comment on these matters should they desire to do so. Written comments may be submitted prior to the public hearing by U.S. Mail or facsimile transmission directed to the letterhead address or fax number listed above, or by e-mail at amengel@flaglercounty.org.

Should you have any questions regarding this matter, please do not hesitate to contact me.

Sincerely,



Adam Mengel, AICP
Planning Director

Attachment

cc: Craig Coffey, County Administrator
Al Hadeed, County Attorney
US Capital Alliance, LLC
US Capital HR, LLC
Hunter's Ridge Golf Company, Inc.
Hunter's Ridge Loan Group, LLC
Hunter's Ridge Residential Golf Properties, Inc.
Hunter's Ridge Timber Company, Inc.
Plum Creek Timberlands, LP
Southeast Carbon Management, LLC
BADC Huntington Communities, LLC (owner within Phase 1A)
Ernest R. and Delores V. Barclay (owner within Phase 1A)
Robert and Heather Caliendo (owner within Phase 1A)
Anthony and Shannon Campana (owner within Phase 1A)
City of Ormond Beach (owner within Phase 1A)
Al and Marilou Cook (owner within Phase 1A)
Michael and Melissa DeBusk, Trustees (owner within Phase 1A)
Anthony T. Dinizo, Jr., and Helene C. Dinizo (owner within Phase 1A)
John J. and Katherine D. Dockery (owner within Phase 1A)
Flagler County Board of County Commissioners (owner within Phase 1A)
Timothy J. and Ginette Foli (owner within Phase 1A)
Gallery Homes of DeLand, Inc. (owner within Phase 1A)
Janet Haydok (owner within Phase 1A)
James Lee Hodak, Sr., and Carol L. Hodak (owner within Phase 1A)

Letter to Ms. Kim C. Booker
RE: Notification of Consideration of Order to Rescind
November 16, 2016
Page 3

cc (continued):

David L. and Elaine K. Hoehn (owner within Phase 1A)
Hunters Ridge Homeowners Association of East Florida, Inc. (owner within Phase 1A)
Evan and Stephanie Jones (owner within Phase 1A)
Joel Daniel and Georgette King (owner within Phase 1A)
Neal and Carly Krajewski (owner within Phase 1A)
Landon Homes, LLC (owner within Phase 1A)
S & T Development of Volusia (owner within Phase 1A)
Dong P. and Hao Hguyen Tran (owner within Phase 1A)
TRG CFG Project II, LLC (owner within Phase 1A)
Vanacore Homes, Inc. (owner within Phase 1A)
Vintage Estate Homes, LLC (owner within Phase 1A)
Stigbea and Elizabeth White (owner within Phase 1A)
Ronald F. and Tracey L. Yoder (owner within Phase 1A)
James J. and Elizabeth A. Ziebarth (owner within Phase 1A)
Ric Goss, City of Ormond Beach
Clay Ervin, Volusia County
Superintendent Jacob Oliva, Flagler County School District
Geoff Sample, St. Johns River Water Management District
Donna Harris, Florida Department of Economic Opportunity
Ed Preston, Northeast Florida Regional Council
Hope Goeman, Florida Department of Transportation

**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
PUBLIC HEARING / AGENDA ITEM # 24**

SUBJECT: **QUASI-JUDICIAL** – Consideration of a Petition to Establish the Hunter's Ridge Oaks Community Development District No. 1, Adoption of an Ordinance through First and Final Reading establishing the Hunter's Ridge Oaks Community Development District No. 1 (CDD), and Approval of an Interlocal Agreement between the CDD and Flagler County; Petitioner: U.S. Capital Alliance, LLC; Agent: Kim C. Booker, Booker & Associates, P.A.

DATE OF MEETING: December 5, 2016

OVERVIEW/SUMMARY: Pursuant to the requirements of Chapter 190, Florida Statutes (2016), U.S. Capital Alliance, LLC, through their agent filed a petition on August 11, 2016 to establish a Community Development District (CDD) within the Hunter's Ridge Development of Regional Impact (DRI) to be known as the Hunter's Ridge Oaks Community Development District No. 1.

Graphic depicting limits of the proposed CDD (as prepared by the applicant):



The requested CDD is a financing mechanism wherein previous capital expenditures by the developer may be reimbursed, while also providing for the funding of future capital expenditures and operation and maintenance of CDD-owned facilities and

infrastructure. The reimbursement and future improvements will be funded through assessments levied against all the properties benefitted by and located within the boundaries of the CDD. The CDD will be structured to be financially independent and will not require any additional subsidies from Flagler County or the State of Florida.

Florida Statutes requires a public hearing on the petitioned request and adoption of an ordinance establishing the CDD once the Flagler County Board of County Commissioners determines that the six statutory criteria have been satisfied. Chapter 190, Florida Statutes, establishes six criteria that a petition must meet to merit approval for the establishment of a CDD. The six requirements include:

1. That all statements contained within the petition have been found to be true and correct.
2. That the creation of the CDD is not inconsistent with any applicable element or portion of the State Comprehensive Plan or the effective local government comprehensive plan.
3. That the land area within the proposed CDD is of sufficient size, sufficiently compact, and sufficiently contiguous to be developable as one functional, interrelated community.
4. That the creation of the CDD is the best alternative available for delivering the community development services and facilities to the area that will be served by the CDD.
5. That the proposed services and facilities to be provided by the CDD are not incompatible with the capacity and uses of existing local and regional community development district services and facilities.
6. That the area proposed to be included in the CDD is amenable to separate special district government. Property owners within the CDD have indicated concurrence with the application filed to establish the CDD.

After reviewing the petition, staff has determined the Petition to be sufficient in that it is consistent with the statutory requirements.

In addition to the adoption of the ordinance establishing the CDD, the applicant has prepared an Interlocal Agreement between the CDD and Flagler County. The Interlocal Agreement governs essentially four separate factors. First, enhanced disclosure requirements are imposed for the benefit of future CDD residents. These disclosures include additional notices regarding Board of Supervisor meetings schedules and annual budget hearings. Second, a cap is placed on the maximum assessment that can be imposed on CDD residents for capital assessments. Third, the CDD is required to enter into a future agreement with the Hunters Ridge Homeowners Association of East Florida, Inc. (HOA), within six months of the Effective Date of the Interlocal Agreement. The agreement with the HOA will require the CDD to assume maintenance responsibility for specified portions of infrastructure that are located within the CDD boundary and are currently being maintained by the HOA. It will also set forth a methodology by which the CDD will contribute toward the maintenance costs of specified portions of infrastructure outside the CDD boundary, including the platted section of Airport Road, between Hunter's Ridge Boulevard and the westerly entrance into the Huntington Lakes subdivision. Finally, the Interlocal Agreement clarifies that all the roadways within the CDD boundary will be deemed public roads.

DEPT./CONTACT/PHONE #: Planning & Zoning / Adam Mengel / 386-313-4065

RECOMMENDATION: Request the Board through first and final reading adopt the ordinance establishing the Hunter's Ridge Oaks Community Development District No. 1, and to approve the execution of the Interlocal Agreement.

ATTACHMENTS:

1. Summary
2. Petition to Establish the Community Development District
3. Proposed Ordinance establishing the Hunter's Ridge Oaks CDD No. 1 with Exhibits
4. Interlocal Agreement between the CDD and Flagler County
5. Legal advertisement



Craig M. Coffey, County Administrator

1 DEC 2016
Date

11/29/2016 Requested by Planning and Zoning, Adam Mengel
11/30/2016 Electronically Approved by Deputy County Administrator, Sally Sherman

ATTACHMENT 1
ESTABLISHMENT OF
HUNTER'S RIDGE OAKS COMMUNITY DEVELOPMENT DISTRICT NO. 1
SUMMARY

On August 11, 2016, U.S. Capital Alliance, LLC, a Florida limited liability company (LLC), filed a petition through their agent, Kim Booker with the Booker and Associates P.A. , a law firm in Orange City, to establish the Hunter's Ridge Oaks Community Development District No. 1 ("CDD") in a portion of the Hunter's Ridge Development of Regional Impact ("DRI") lying with Flagler County.

The Petition was filed in accordance with the uniform procedures for establishing a community development district pursuant to Section 190.005(2), Florida Statutes (2013). The statute authorizes counties to establish community development district as an independent special district to finance, construct, operate, and maintain basic infrastructure and ongoing maintenance for a compact and contiguous area of land within unincorporated Flagler County.

The map included with the staff report cover memo generally shows the approximate 964.47 acre site located in southern Flagler County, North and West of the Volusia County line. The Hunter's Ridge Oaks CDD No. 1 is proposed to fund infrastructure to support the land use program for the Hunter's Ridge projects as such are approved by the Board of County Commissioners within this area.

The estimate of the costs to provide the capital facilities and infrastructure for these combined projects is \$48,381,468.00, with an additional 4,500,000.00 in constructed improvements already expended. To fund this construction program, the CDD may issue special assessment or other revenue bonds estimated to total approximately \$48,381,468.00. The bonds would be repaid through non-ad valorem assessments levied on all non-governmental properties within the CDD that benefit from the CDD's capital improvement program. The draft Interlocal Agreement between the County and the CDD attached as Exhibit "B" to the ordinance creating the CDD limits annual capital assessments to \$2500 for single family and \$1500 for multifamily per unit, exclusive of maintenance assessments and any HOA assessments. The balance of any capital facilities or infrastructure not funded by the District will be funded by the developer through sources that include, but are not limited to, equity financing, conventional bank financing, or short-term bond debt issued by the CDD.

The annual assessment is levied by the CDD and is in addition to all applicable ad valorem taxes that are levied by Flagler County. The CDD will be structured financially to be independent as intended by the Florida Legislature and will not require any additional subsidies from Flagler County or the State of Florida. The CDD will take affirmative steps to provide for the full disclosure of information relating to the public financing and maintenance improvements undertaken by the CDD. Such disclosures will be in accordance with Section 190.009, Florida Statutes, and will be provided to all existing and prospective residents of the CDD.

In accordance with Section 190.012(1), Florida Statutes, the CDD will be empowered to construct, manage, and finance the following community infrastructure and service improvements:

1. Water Management Facilities
2. Water and sewer facilities
3. Roadways
4. Parking
5. Conservation/mitigation
6. Parks/recreation
7. Security

The Statutory purpose of a CDD is to plan, finance, construct, and/or acquire, operate and maintain community wide infrastructure in large, planned community developments. As stated in Section 190.002, Florida Statutes, the Legislature found that "...an independent district can constitute a timely, efficient, effective, responsive and economic way to deliver these basic services, thereby providing a solution to the state's planning, management, and financing needs for delivery of capital infrastructure in order to service projected growth without overburdening other governments and their taxpayers." A CDD is not a substitute for the local general purpose government unit; i.e., the City or County in which the CDD lies.

The CDD is a financing mechanism; it is not empowered to adopt a comprehensive plan, building code, or land development code, or regulate land use, zoning or land development. A CDD lacks the powers of permitting, zoning, police, and many others authorities possessed by general purpose governments. Future operation and maintenance of CDD-owned facilities and infrastructure will be funded through maintenance assessments levied against all benefitted properties within the CDD.

The CDD will be managed by District Supervisors selected by qualified electors within the boundaries of the CDD. The applicant has designated the following five persons to serve as the initial members of the Board of Supervisors of the CDD until such time that an election can be held to establish the Board of Supervisors: Kimberly Buck, P.E.; Tonya Griffin, Wayne Griffin, Joe Brinson, and Sydney Booker. The county and its citizens are not involved in the management or financial responsibilities of the CDD. The petitioner has provided deeds documenting that 100 of the real property included within the CDD boundaries is in their control, as required by Chapter 190, Florida Statutes. The developer will incur substantial costs if the proposed CDD is approved. These costs can be attributed to the planning and creation of the CDD, management and technical assistance, construction of infrastructure, and operation and maintenance associated with that infrastructure. As an independent special district, the governing body of the CDD establishes its own budget and, within the scope of its authorized powers, operate independently of the local general purpose government entity whose boundaries include the CDD. The CDD landowners within the CDD control the entity which provides services and levies the funds to pay for them. County-owned property is independent of the CDD's jurisdiction.

The creation of the CDD will require the County to review the CDD's budget when submitted for informational purposes each year. Creation of the CDD does not impact the ad valorem taxing authority of the County, and the County does not incur any obligation for the debt payments of the CDD, pursuant to the provisions of Section 190.002(3), Florida Statutes. Approval of the CDD provides that the development pays for itself as it occurs and, therefore, furthers the concurrency requirements of the comprehensive plan.

The proposed CDD has been reviewed by staff from the County Attorney's Office; County Administration; and Growth Management Department. Staff from these offices has verified the CDD's consistency with Florida Statutes, together with plans previously approved by Flagler County, and found that the petition is in order.

A CDD is an independent special- purpose, local government taxing district authorized by Chapter 190, Florida Statutes (Uniform Community Development District Act of 1980, Section 190.002(1)(a), Florida Statutes). The Uniform Community Development District Act requires a public hearing on the petitioned request. Pursuant to Florida Statutes, the petition is required to contain eight elements, and this petition complies as follows:

1. A metes and bounds description of the external boundaries of the CDD which is Exhibit "A" to the attached ordinance;
2. The written consent of all owners of real property within the proposed CDD has been provided;
3. The designation of the initial members of the board of supervisors is listed in the attached ordinance;

Petition and Ordinance to Establish the Hunter's Ridge Oaks Community Development District (CDD) No. 1

4. The proposed name of the CDD is the Hunter's Ridge Oaks Community Development District No. 1;
5. A map of the CDD shows current major trunk water mains and sewer interceptors and outfalls, if any, on the attached Water and Sewer Trunklines graphic submitted by the petitioner;
6. Based upon available data, the petitioner provided estimated costs for constricting the infrastructure within the CDD as previously discussed in this report. These estimates shall be submitted in good faith as part of the petition to establish the CDD, but shall not be binding and may be subject to change;
7. A designation of future general distribution, location and extent of public and private uses of land proposed for the CDD by the future land use plan of the local government comprehensive plan is shown in the petition and submitted by the petitioner; and
8. A statement of estimated regulatory costs in accordance with the requirements of Section 120.541, Florida Statutes, which the petitioner has prepared and is attached. The Petitioner concludes that, once the proposed CDD is established, "The only annual costs the County faces are the minimal costs of receiving and reviewing the various reports that the District is required to provide to the county, or any monitoring expenses the County may incur if it establishes a monitoring program for the District."

Chapter 190, Florida Statutes, established six criteria that a petition must meet to merit approval for the establishment of a CDD. The six requirements include:

1. That all statements contained within the petition have been found to be true and correct.
2. That the creation of the CDD is not inconsistent with any applicable element or portion of the State Comprehensive Plan or the effective local government comprehensive plan.
3. That the land area within the proposed CDD is of sufficient size, sufficiently compact, and sufficiently contiguous to be developable as one functional, interrelated community.
4. That the creation of the CDD is the best alternative available for delivering the community development services and facilities to the area that will be served by the CDD.
5. That the proposed services and facilities to be provided by the CDD are not incompatible with the capacity and uses of existing local and regional community development district services and facilities.
6. That the area proposed to be included in the CDD is amendable to separate special district government. Property owners within the CDD have indicated concurrence with the application filed to establish the CDD.

County staff reviewed the petition to establish the Hunter's Ridge Oaks Community Development District No. 1 and determined that the preceding six requirements have been met.

**PETITION BY US CAPITAL ALLIANCE, LLC,
TO THE BOARD OF COUNTY COMMISSIONERS FLAGLER COUNTY, FLORIDA
REQUESTING THE ESTABLISHMENT OF THE
HUNTER'S RIDGE OAKS COMMUNITY DEVELOPMENT DISTRICT NO. 1**

US Capital Alliance, LLC, a Florida limited liability company (hereinafter referred to as the "Petitioner") hereby petitions the **BOARD OF COUNTY COMMISSIONERS FOR FLAGLER COUNTY, FLORIDA** (hereinafter referred to as the "County") pursuant to the "Uniform Community Development District Act of 1980," Chapter 190, *Florida Statutes (2016)*, to adopt an ordinance establishing Hunter's Ridge Oaks Community Development District No. 1 (hereinafter referred to as "CDD" or "District") with respect to the real property described herein. In support thereof, the Petitioner hereby submits:

1. **Petitioner.** The Petitioner has its principal place of business at 880 Airport Road, Suite 113, Ormond Beach, Florida 32714.
2. **Location and Size.** The real property to be included in the District is located entirely within the County of Flagler and is depicted on the general location map attached to and incorporated with this Petition as Exhibit 1. The site is generally located on the southern border of Flagler County, adjacent to the City of Ormond in Volusia County. The proposed District covers approximately 964.47 acres of land and 1626 dwelling units. The meets and bounds description of the external boundaries of the District is attached to and incorporated with this Petition as Exhibit 2. The District may be expanded in Phases to include additional real property as additional projects are developed.
3. **Landowner's Consent.** Petitioner is the owner of all of the land within the proposed District and the Petitioner's Written Consent is attached hereto as Exhibit 3.
4. **Name.** The name of the proposed District will be Hunter's Ridge Oaks Community Development District No. 1.

5. **Initial Board Members.** The names and addresses of the those designated to be the five (5) initial members of the Board of Supervisors of the District, all of whom are residents of the State of Florida and citizens of the United States, are as follows:

(1) Name:	Kimberly Buck, P.E.
Address:	880 Airport Road Suite 113 Ormond Beach, Florida 32174
Relationship to Petitioner	Project Engineer
(2) Name:	Tonya Griffin
Address:	2499 Durrance Lane Ormond Beach, Florida 32174
Relationship to Petitioner	Former Project Manager/Consultant
(3) Name:	Wayne Griffin
Address:	2499 Durrance Lane Ormond Beach, Florida 32174
Relationship to Petitioner	Consultant
(4) Name:	Joe Joseph L. Brinson
Address:	880 Airport Road Suite 11 Ormond Beach, Florida 32174
Relationship to Petitioner	Consultant
(5) Name:	Sydney E. Booker
Address:	1019 Town Center Dr. DeLand, Florida 32763
Relationship to Petitioner	Consultant

6. **Major Water and Wastewater Facilities.** A map of the lands within the proposed District showing the existing major trunk water mains, sewer interceptors and the major outfall canals and drainage basis is attached to and incorporated herein with this Petition as Exhibit 4 (A-D).

7. **District Facilities and Services.** The district presently expects to finance, construct, install and maintain improvements of the District's facilities to benefit the lands within the District. Attached to and incorporated with this petition, Exhibit 5 describes the type of facilities and the estimated costs for construction. This is a good faith estimate. Actual construction expenditures may vary, due in part to the effects of future changes in the

economic conditions upon costs such as labor, services, materials, interest rates and market conditions.

8. **Existing Zoning and Future land Use.** The existing zoning for lands within the proposed District is attached to and incorporated with this petition as Exhibit 6. Some areas of the land within the proposed District are partially developed. Other areas are largely undeveloped. The completion of certain public infrastructure on all lands within the proposed District is required for the orderly development of the real property. The proposed future general distribution, location and extent of the public and private land uses within and surrounding the District, as designated on the current Flagler County Future Land Use Map is also attached hereto and incorporated with this Petition as Exhibit 7.
9. **Statement of Estimated Regulator Costs.** A statement of Estimated Regulatory Costs (hereinafter referred to as "SERC") prepared in accordance with the requirements of Section 120.41, Florida Statutes, is attached to and incorporated with this Petition as Exhibit 8.
10. **Authorized Agent.** The Petitioner is authorized to do business in Florida. The authorized agent for the Petitioner is Craig Wrathell, of Wrathell, Hunt and Associates, LLC, whose address is 6131 Lyons Road, Suite 100, Coconut Creek, Florida 33073. An authorization of agent is attached hereto and incorporated into the Petition as Exhibit 9. Copies of all correspondence and official notices should be sent to the address above with a copy to Kim C. Booker, Attorney at Law, Booker & Associates, P.A., whose address is 1019 Town Center Drive, Suite 201, Orange City, Florida 32763.
11. **Powers Requested.** The District is seeking and hereby request the right to exercise all powers provided for in Section 190.011, Florida Statutes, including the power of eminent domain as outlined in Section 190.011 (11), Florida Statutes, and all special powers outlined in Section 190.012, Florida Statutes. The full text of the power requested herein is set forth in Addendum No. 1 attached hereto.
12. **Justification Statement.** The property within the District is amendable to operating as an independent special district for the following reasons:
 - a. All statements contained in this Petition are true and correct.

- b. The District and all land uses and services planned therein are not inconsistent with applicable elements or portions of the effective Flagler County Comprehensive Land use Plan, as amended or any applicable elements of the state comprehensive plan.
- c. The area of land within the proposed District is part of a unified plan of development approved by Flagler County. The land to be included in the District is of sufficient size and is sufficiently compact and contiguous to be developed as one functional and interrelated development.
- d. The proposed District will be the best alternative available for delivering community development services to the area to be served because (i) the District provides a mechanism for delivering those services and facilities in a manner that does not financially impact persons residing outside the District and (ii) the District provides a responsible perpetual entity capable of making reasonable provisions for the operation and maintenance of the District services and facilities in the future.
- e. The District's community development services and facilities will be compatible with the capacity and use of existing local and regional community development services and facilities, as is evidenced by the Flagler County Comprehensive Plan, will allow for a more efficient use of resources and will provide a perpetual entity capable of making provisions for the operation and maintenance of the District services and facilities.
- f. For the foregoing reasons, the area to be served by the proposed District is amendable to separate special district government.

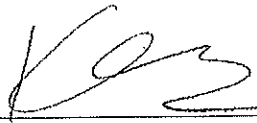
WHEREFORE, Petitioner respectfully requests the Flagler County Board of Commissioners to:

- 1. Direct that a local public hearing be held as required by Section 190.025(2)(b), Florida Statutes, to consider the establishment of the Hunter's Ridge Oaks Community Development District No. 1;

2. Grant the Petition for Establishment and adopt an Ordinance pursuant to Chapter 190, Florida Statutes establishing the Hunter's Ridge Oaks Community Development District No. 1;
3. Consent to the District's exercise of its statutory powers requested herein, as those powers are set forth in Chapter 190, Florida Statutes.

RESPECTFULLY SUBMITTED this 11 day of August 2016.

BOOKER & ASSOCIATES, P.A.

By: 
Kim C. Booker, Attorney at Law
Florida Bar No. 0157521
1019 Town Center Drive, Suite 201
Orange City, Florida 32763
Telephone (386) 774-6552
Attorney for Petitioner

PETITION LIST OF EXHIBITS

Exhibit 1

General Location of District

Exhibit 2

Metes and Bounds Legal Description

Exhibit 3

Written Consent of 100% of District Landowners
To Establishment of District

Exhibit 4

Existing Water Mains, Sewer Interceptors, and Outfalls

Exhibit 5

Estimated Cost of Constructed Improvements of District and
Estimated Cost of Constructing Proposed Services

Exhibit 6

Zoning Map

Exhibit 7

Future Land Use Map

Exhibit 8

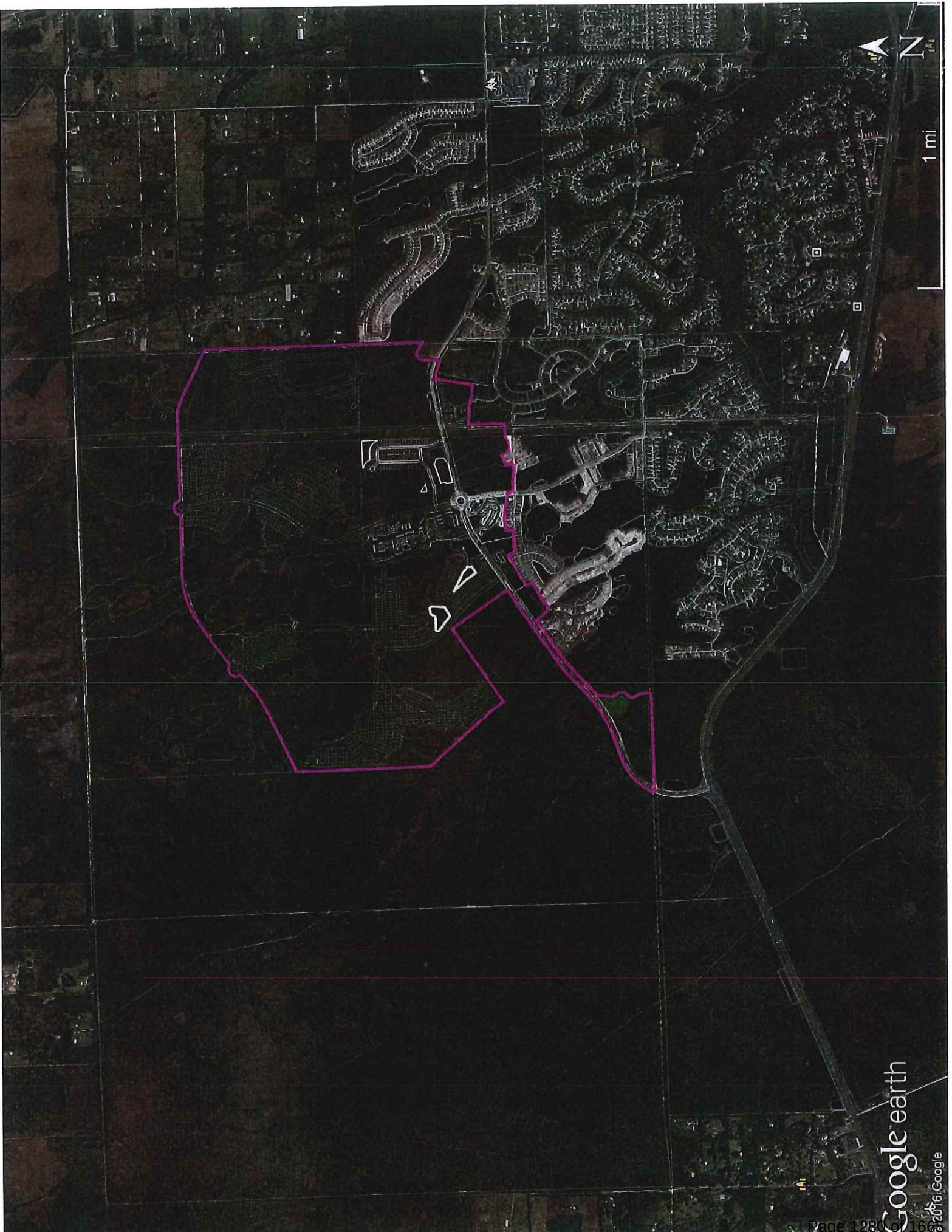
Statement of Estimated Regulatory Costs

Exhibit 9

Authorization of Agent

Addendum No. 1

Florida Statutes Section 190.011 and 190.012



1 mi

Addendum No. 1

Florida Statutes Section 190.011 and 190.012

Addendum No. 1

Florida Statutes § 190.011 General Powers.

The district shall have, and the board may exercise, the following powers:

- (1) To sue and be sued in the name of the district; to adopt and use a seal and authorize the use of a facsimile thereof; to acquire, by purchase, gift, devise, or otherwise, and to dispose of, real and personal property, or any estate therein; and to make and execute contracts and other instruments necessary or convenient to the exercise of its powers.
- (2) To apply for coverage of its employees under the state retirement system in the same manner as if such employees were state employees, subject to necessary action by the district to pay employer contributions into the state retirement fund.
- (3) To contract for the services of consultants to perform planning, engineering, legal, or other appropriate services of a professional nature. Such contracts shall be subject to public bidding or competitive negotiation requirements as set forth in s. 190.033.
- (4) To borrow money and accept gifts; to apply for and use grants or loans of money or other property from the United States, the state, a unit of local government, or any person for any district purposes and enter into agreements required in connection therewith; and to hold, use, and dispose of such moneys or property for any district purposes in accordance with the terms of the gift, grant, loan, or agreement relating thereto.
- (5) To adopt rules and orders pursuant to the provisions of chapter 120 prescribing the powers, duties, and functions of the officers of the district; the conduct of the business of the district; the maintenance of records; and the form of certificates evidencing tax liens and all other documents and records of the district. The board may also adopt administrative rules with respect to any of the projects of the district and define the area to be included therein. The board may also adopt resolutions which may be necessary for the conduct of district business.
- (6) To maintain an office at such place or places as it may designate within a county in which the district is located or within the boundaries of a development of regional impact or a Florida Quality Development, or a combination of a development of regional impact and a Florida Quality Development, which includes the district, which office must be reasonably accessible to the landowners. Meetings pursuant to s. 189.417(3) of a district within the boundaries of a development of regional impact or Florida Quality Development, or a combination of a development of regional impact and a Florida Quality Development, may be held at such office.
- (7)
 - (a) To hold, control, and acquire by donation, purchase, or condemnation, or dispose of any public easements, dedications to public use, platted reservations for public purposes, or any reservations for those purposes authorized by this act and to make use of such easements, dedications, or reservations for any of the purposes authorized by this act.
 - (b) When real property in the district is owned by a governmental entity and subject to a ground lease as described in s. 190.003(14), to collect ground rent from landowners pursuant

to a contract with such governmental entity and to contract with the county tax collector for collection of such ground rent using the procedures authorized in s. 197.3631, other than the procedures contained in s. 197.3632.

(8) To lease as lessor or lessee to or from any person, firm, corporation, association, or body, public or private, any projects of the type that the district is authorized to undertake and facilities or property of any nature for the use of the district to carry out any of the purposes authorized by this act.

(9) To borrow money and issue bonds, certificates, warrants, notes, or other evidence of indebtedness as hereinafter provided; to levy such tax and special assessments as may be authorized; and to charge, collect, and enforce fees and other user charges.

(10) To raise, by user charges or fees authorized by resolution of the board, amounts of money which are necessary for the conduct of the district activities and services and to enforce their receipt and collection in the manner prescribed by resolution not inconsistent with law.

(11) To exercise within the district, or beyond the district with prior approval by resolution of the governing body of the county if the taking will occur in an unincorporated area or with prior approval by resolution of the governing body of the municipality if the taking will occur within a municipality, the right and power of eminent domain, pursuant to the provisions of chapters 73 and 74, over any property within the state, except municipal, county, state, and federal property, for the uses and purposes of the district relating solely to water, sewer, district roads, and water management, specifically including, without limitation, the power for the taking of easements for the drainage of the land of one person over and through the land of another.

(12) To cooperate with, or contract with, other governmental agencies as may be necessary, convenient, incidental, or proper in connection with any of the powers, duties, or purposes authorized by this act.

(13) To assess and impose upon lands in the district ad valorem taxes as provided by this act.

(14) To determine, order, levy, impose, collect, and enforce special assessments pursuant to this act and chapter 170. Such special assessments may, in the discretion of the district, be collected and enforced pursuant to the provisions of ss. 197.3631, 197.3632, and 197.3635, chapter 170, or chapter 173.

(15) To exercise all of the powers necessary, convenient, incidental, or proper in connection with any of the powers, duties, or purposes authorized by this act.

(16) To exercise such special powers as may be authorized by this act.

Florida Statutes § 190.012 Special powers; public improvements and community facilities.

The district shall have, and the board may exercise, subject to the regulatory jurisdiction and permitting authority of all applicable governmental bodies, agencies, and special districts having authority with respect to any area included therein, any or all of the following special powers relating to public improvements and community facilities authorized by this act:

- (1) To finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain systems, facilities, and basic infrastructures for the following:
 - (a) Water management and control for the lands within the district and to connect some or any of such facilities with roads and bridges.
 - (b) Water supply, sewer, and wastewater management, reclamation, and reuse or any combination thereof, and to construct and operate connecting intercepting or outlet sewers and sewer mains and pipes and water mains, conduits, or pipelines in, along, and under any street, alley, highway, or other public place or ways, and to dispose of any effluent, residue, or other byproducts of such system or sewer system.
 - (c) Bridges or culverts that may be needed across any drain, ditch, canal, floodway, holding basin, excavation, public highway, tract, grade, fill, or cut and roadways over levees and embankments, and to construct any and all of such works and improvements across, through, or over any public right-of-way, highway, grade, fill, or cut.
 - (d)
 1. District roads equal to or exceeding the applicable specifications of the county in which such district roads are located; roads and improvements to existing public roads that are owned by or conveyed to the local general-purpose government, the state, or the Federal Government; street lights; alleys; landscaping; hardscaping; and the undergrounding of electric utility lines. Districts may request the underground placement of utility lines by the local retail electric utility provider in accordance with the utility's tariff on file with the Public Service Commission and may finance the required contribution.
 2. Buses, trolleys, transit shelters, ridesharing facilities and services, parking improvements, and related signage.
 - (e) Investigation and remediation costs associated with the cleanup of actual or perceived environmental contamination within the district under the supervision or direction of a competent governmental authority unless the covered costs benefit any person who is a landowner within the district and who caused or contributed to the contamination.
 - (f) Conservation areas, mitigation areas, and wildlife habitat, including the maintenance of any plant or animal species, and any related interest in real or personal property.

(g) Any other project within or without the boundaries of a district when a local government issued a development order pursuant to s. 380.06 or s. 380.061 approving or expressly requiring the construction or funding of the project by the district, or when the project is the subject of an agreement between the district and a governmental entity and is consistent with the local government comprehensive plan of the local government within which the project is to be located.

(h) Any other project, facility, or service required by a development approval, interlocal agreement, zoning condition, or permit issued by a governmental authority with jurisdiction in the district.

(2) After the local general-purpose government within the jurisdiction of which a power specified in this subsection is to be exercised consents to the exercise of such power by the district, the district shall have the power to plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain additional systems and facilities for:

(a) Parks and facilities for indoor and outdoor recreational, cultural, and educational uses.

(b) Fire prevention and control, including fire stations, water mains and plugs, fire trucks, and other vehicles and equipment.

(c) School buildings and related structures and site improvements, which may be leased, sold, or donated to the school district, for use in the educational system when authorized by the district school board.

(d) Security, including, but not limited to, guardhouses, fences and gates, electronic intrusion-detection systems, and patrol cars, when authorized by proper governmental agencies; except that the district may not exercise any police power, but may contract with the appropriate local general-purpose government agencies for an increased level of such services within the district boundaries.

(e) Control and elimination of mosquitoes and other arthropods of public health importance.

(f) Waste collection and disposal.

(3) To adopt and enforce appropriate rules following the procedures of chapter 120, in connection with the provision of one or more services through its systems and facilities.

(4) (a) To adopt rules necessary for the district to enforce certain deed restrictions pertaining to the use and operation of real property within the district and outside the district pursuant to an interlocal agreement under chapter 163 if within another district or, if not within another district, with the consent of the county or municipality in which the deed restriction enforcement is proposed to occur. For the purpose of this subsection, the term "deed restrictions" means those covenants, conditions, restrictions, compliance mechanisms, and enforcement remedies contained in any applicable declarations of covenants and restrictions

that govern the use and operation of real property and, for which covenants, conditions, and restrictions, there is no homeowners' association or property owner's association having respective enforcement powers unless, with respect to a homeowners' association whose board is under member control, the association and the district agree in writing to enforcement by the district. The district may adopt by rule all or certain portions of the deed restrictions that:

1. Relate to limitations, prohibitions, compliance mechanisms, or enforcement remedies that apply only to external appearances or uses and are deemed by the district to be generally beneficial for the district's landowners and for which enforcement by the district is appropriate, as determined by the district's board of supervisors; or
2. Are consistent with the requirements of a development order or regulatory agency permit.

(b) The board may vote to adopt such rules only when all of the following conditions exist:

1. The district was in existence on the effective date of this subsection, or is located within a development that consists of multiple developments of regional impact and a Florida Quality Development.
2. For residential districts, the majority of the board has been elected by qualified electors pursuant to the provisions of s. 190.006.
3. For residential districts, less than 25 percent of residential units are in a homeowners' association.
4. The declarant in any applicable declarations of covenants and restrictions has provided the board with a written agreement that such rules may be adopted. A memorandum of the agreement shall be recorded in the public records.

(c) Within 60 days after such rules take effect, the district shall record a notice of rule adoption stating generally what rules were adopted and where a copy of the rules may be obtained. Districts may impose fines for violations of such rules and enforce such rules and fines in circuit court through injunctive relief.

(d) The owners of property located outside the boundary of the district shall elect an advisor to the district board pursuant to paragraph (e). The sole responsibilities of the district board advisor are to review enforcement actions proposed by the district board against properties located outside the district and make recommendations relating to those proposed actions. Before the district board may enforce its rules against any owner of property located outside the district, the district board shall request the district board advisor to make a recommendation on the proposed enforcement action. The district board advisor must render

a recommendation within 30 days after receiving a request from the district board or is deemed to have no objection to the district board's proposed decision or action.

- (e) 1. Whenever an interlocal agreement is entered into pursuant to paragraph (a), a district board advisor seat shall be created for one elected landowner whose property is within the jurisdiction of the governmental entity entering into the interlocal agreement but not within the boundaries of the district. The district board advisor shall be elected by landowners whose land is subject to enforcement by the district but whose land is not within the boundaries of the district. The district board advisor shall be elected for a 2-year term. The first election for a district board advisor shall be within 90 days after the effective date of the interlocal agreement between the district and the government entity.
2. The election of the district board advisor shall occur at a meeting of eligible landowners. The district shall publish notice of the meeting and election once a week for 2 consecutive weeks in a newspaper of general circulation in the area of the parties to the interlocal agreement. The notice must include instructions on how all landowners may participate in the election and how to obtain a proxy form. The last day of publication may not be less than 14 days or more than 28 days before the date of the election. The landowners, when assembled at the meeting, shall organize by electing a chair who shall conduct the meeting. The chair may be any person present at the meeting. If the chair is a landowner or proxy holder of a landowner, he or she may nominate candidates and make and second motions.
3. At the meeting, each landowner is entitled to cast one vote per acre of land owned by him or her and located within the district for each person to be elected. A landowner may vote in person or by proxy in writing. Each proxy must be signed by one of the legal owners of the property for which the vote is cast and must contain the typed or printed name of the individual who signed the proxy; the street address, legal description of the property, or tax parcel identification number; and the number of authorized votes. If the proxy authorizes more than one vote, each property must be listed and the number of acres of each property must be included. The signature on a proxy need not be notarized. A fraction of an acre shall be treated as 1 acre, entitling the landowner to one vote with respect thereto. For purposes of determining voting interests, platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots may not be aggregated for purposes of determining the number of voting units held by a landowner or a landowner's proxy.
4. If a vacancy occurs in the district advisor seat, a special landowner election shall be held within 60 days after the vacancy using the notice, proxy, and acreage voting provisions of this subsection.

LEGAL DESCRIPTION: CDD PARCEL 1

A PARCEL OF LAND LYING IN SECTIONS 15, 16, 21 AND 22, TOWNSHIP 14 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE FULLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 21, AND RUN S.88°05'37"W., ALONG THE SOUTH LINE OF SAID SECTION 21, A DISTANCE OF 1349.46 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE S.88°05'37"W., ALONG SAID SOUTH LINE, A DISTANCE OF 1296.79 FEET; THENCE S.88°05'26"W., ALONG SAID SOUTH LINE, A DISTANCE OF 580.92 FEET, TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF AIRPORT ROAD, (A 100 FOOT RIGHT OF WAY), SAID POINT ALSO BEING ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1150.00 FEET, A CENTRAL ANGLE OF 48°40'58", AND A CHORD BEARING AND DISTANCE OF N.46°43'11"E., 948.00 FEET; THENCE LEAVING SAID SOUTH LINE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 977.13 FEET TO THE POINT OF TANGENCY; THENCE N.71°03'40"E., ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 336.88 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2450.00 FEET AND A CENTRAL ANGLE OF 25°13'21"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 1121.48 FEET TO THE POINT OF TANGENCY; THENCE N.44°48'33"E., ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 250.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2800.00 FEET, AND A CENTRAL ANGLE OF 10°20'42"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND WESTERLY RIGHT OF WAY LINE A DISTANCE OF 505.55 FEET TO THE POINT OF TANGENCY; THENCE N.55°10'43"E., ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 1574.64 FEET; THENCE LEAVING SAID WESTERLY RIGHT OF WAY LINE, N.34°15'35"W., A DISTANCE OF 1251.77 FEET; THENCE S.55°03'53"W., A DISTANCE OF 1671.22 FEET; THENCE N.33°37'40"W., A DISTANCE OF 181.14 FEET; THENCE N.40°56'30"W., A DISTANCE OF 898.99 FEET; THENCE N.43°13'25"E., A DISTANCE OF 749.86 FEET; THENCE N.01°41'22"W., A DISTANCE OF 2499.86 FEET ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 14 SOUTH, RANGE 31 EAST, AND THE SOUTHERLY EXTENSION THEREOF; THENCE LEAVING SAID WEST LINE, N.64°02'10"E., A DISTANCE OF 1259.35 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2386.28 FEET AND A CENTRAL ANGLE OF 11°44'11"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 488.80 FEET TO A POINT; THENCE N.47°12'26"E., A DISTANCE OF 382.42 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE, HAVING A RADIUS OF 139.40 FEET, A CENTRAL ANGLE OF 159°18'15"; AND A CHORD BEARING AND DISTANCE OF N.48°48'40"W., 274.27 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 387.59 FEET TO A POINT ON NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 3475.41 FEET, A CENTRAL ANGLE OF 07°01'14", AND A CHORD BEARING AND DISTANCE OF N.51°38'39"E., 425.58 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 425.85 FEET TO A POINT; THENCE N.54°19'56"E., A DISTANCE OF 526.16 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1703.41 FEET, A CENTRAL ANGLE 14°13'03"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 422.68 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1575.99 FEET AND A CENTRAL ANGLE OF 20°55'41"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 575.65 FEET TO THE POINT OF TANGENCY; THENCE N.88°25'06"E., A DISTANCE OF 1094.31 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 140.49 FEET, A CENTRAL ANGLE OF 158°34'36", AND A CHORD BEARING AND DISTANCE OF N.88°24'54"W., 276.09 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 388.84 FEET TO A POINT; THENCE N.88°26'47"E., A DISTANCE OF 1599.02 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 388.95 FEET AND A CENTRAL ANGLE OF 172°7'03"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 118.47 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 615.65 FEET, A CENTRAL ANGLE OF 15°11'33", AND A CHORD BEARING AND DISTANCE OF S.70°35'27"E., 162.82 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 163.30 FEET TO A POINT; THENCE S.64°50'10"E., A DISTANCE OF 1022.18 FEET TO A POINT ON THE EAST LINE OF SECTION 15, TOWNSHIP 14 SOUTH, RANGE 31 EAST; THENCE S.01°23'37"E., ALONG SAID EAST LINE A DISTANCE OF 2884.98 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 15; THENCE S.01°08'02"E., ALONG THE EAST LINE OF SECTION 22, TOWNSHIP 14 SOUTH, RANGE 31 EAST, A DISTANCE OF 1207.96 FEET; THENCE LEAVING SAID EAST LINE, N.61°08'07"W., ALONG THE NORTHERLY LINE OF RESERVE TRACT PARCEL TWO, AS RECORDED IN OFFICIAL RECORDS BOOK 0609, PAGE 1421 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, A DISTANCE OF 260.00 FEET; THENCE S.47°21'53"W., ALONG THE NORTHWESTERLY LINE OF SAID RESERVE TRACT PARCEL TWO, A DISTANCE OF 140.00 FEET; THENCE S.02°07'41"W., ALONG SAID WEST LINE OF SAID RESERVE TRACT PARCEL TWO, A DISTANCE OF 178.49 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 975.00 FEET, A CENTRAL ANGLE OF 11°32'18", AND A CHORD BEARING AND DISTANCE OF N.72°31'49"W., 198.01 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 198.35 FEET TO A POINT; THENCE N.80°53'03"W., A DISTANCE OF 76.57 FEET; THENCE S.06°51'53"W., A DISTANCE OF 75.11 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF AIRPORT ROAD, AS RECORDED IN PLAT BOOK 37, PAGES 38 & 39, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, AND A POINT ON A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 900.00 FEET, A CENTRAL ANGLE OF 16°45'59", AND A CHORD BEARING AND DISTANCE OF S.88°27'37"W., 282.43 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 263.36 FEET; THENCE LEAVING SAID NORTHERLY RIGHT OF WAY LINE, N.80°60'26"W., A DISTANCE OF 78.09 FEET; THENCE N.14°32'07"W., A DISTANCE OF 20.31 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 57°13'41"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 31.96 FEET TO THE POINT OF TANGENCY; THENCE N.71°45'43"W., A DISTANCE OF 27.92 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 75.63 FEET, A CENTRAL ANGLE OF 47°08'12"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 62.18 FEET TO THE POINT OF TANGENCY; THENCE S.81°07'59"W., A DISTANCE OF 60.14 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 205.00 FEET, A CENTRAL ANGLE OF 32°47'18"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 117.31 FEET TO A POINT; THENCE S.57°53'18"W., A DISTANCE OF 97.98 FEET; THENCE S.10°44'08"E., A DISTANCE OF 41.59 FEET TO A POINT ON THE AFOREMENTIONED NORTHERLY RIGHT OF WAY OF AIRPORT ROAD AND A POINT ON A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 4800.00 FEET, A CENTRAL ANGLE OF 1°35'32"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND NORTHERLY RIGHT OF WAY LINE A DISTANCE OF 133.39 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 1100.00 FEET, A CENTRAL ANGLE OF 13°15'07"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID RIGHT OF WAY LINE A DISTANCE OF 254.42 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE, N.84°62'02"W., A DISTANCE OF 82.72 FEET; THENCE N.12°18'50"W., A DISTANCE OF 254.77 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE 84°28'08"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 44.23 FEET TO THE POINT OF TANGENCY; THENCE S.83°13'12"W., A DISTANCE OF 125.15 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 85°47'29"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 44.92 FEET TO THE POINT OF TANGENCY; THENCE S.02°34'03"E., A DISTANCE OF 249.48 FEET; THENCE S.53°07'58"W., A DISTANCE OF 138.20 FEET TO A POINT ON THE AFOREMENTIONED NORTHERLY RIGHT OF WAY LINE OF AIRPORT ROAD; THENCE THE FOLLOWING THIRTEEN COURSES AND DISTANCES ALONG THE RIGHT OF WAY LINE, S.78°56'04"W., A DISTANCE OF 554.87 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 67°58'24"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 29.66 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 175.00 FEET, A CENTRAL ANGLE OF 49°00'35"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 149.89 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 71°02'31"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 31.00 FEET TO THE POINT OF TANGENCY; THENCE N.13°03'56"W., A DISTANCE OF 255.04 FEET; THENCE S.78°56'04"W., A DISTANCE OF 80.00 FEET; THENCE S.13°03'56"E., A DISTANCE OF 255.04 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 71°02'08"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 31.00 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 175.00 FEET, A CENTRAL ANGLE OF 142°04'00"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 433.92 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 71°02'04"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 30.99 FEET TO THE POINT OF TANGENCY; THENCE S.13°42'42"E., A DISTANCE OF 211.68 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1200.00 FEET, A CENTRAL ANGLE OF 9°34'48"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 200.64 FEET TO THE POINT OF TANGENCY; THENCE

S.03°29'08"E., A DISTANCE OF 279.06 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE, S.85°52'06"W., A DISTANCE OF 33.14 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 440.00 FEET AND A CENTRAL ANGLE OF 18°43'31"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 143.80 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 660.00 FEET AND A CENTRAL ANGLE OF 18°43'31"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 215.70 FEET TO THE POINT OF TANGENCY; THENCE S.85°52'06"W., A DISTANCE OF 285.50 FEET; THENCE S.04°07'54"E., A DISTANCE OF 135.00 FEET; THENCE S.85°52'06"W., A DISTANCE OF 243.72 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 775.00 FEET AND A CENTRAL ANGLE OF 11°30'16"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 156.61 FEET TO A POINT; THENCE N.30°58'16"W., A DISTANCE OF 157.59 FEET; THENCE S.59°54'17"W., A DISTANCE OF 660.00 FEET; THENCE S.30°58'16"E., A DISTANCE OF 130.00 FEET; THENCE S.59°54'17"W., A DISTANCE OF 236.45 FEET TO THE NW CORNER OF SAID HUNTINGTON WOODS AT HUNTER'S RIDGE PHASE 1, SAID POINT ALSO BEING THE NORTHEAST CORNER OF PROPOSED HUNTINGTON LAKES; THENCE THE FOLLOWING FOUR COURSES ALONG THE NORTH LINE OF SAID PROPOSED HUNTINGTON LAKES; THENCE S.59°54'17"W., A DISTANCE OF 349.12 FEET; THENCE N.42°27'56"W., A DISTANCE OF 307.67 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF SAID AIRPORT ROAD; THENCE S.55°10'43"W., ALONG SAID NORTH LINE AND SAID SOUTHERLY RIGHT OF WAY LINE A DISTANCE OF 802.46 FEET TO THE POINT OF TANGENCY OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 2700.00 FEET AND A CENTRAL ANGLE OF 03°45'03"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 176.78 FEET TO THE NORTHWEST CORNER OF SAID PROPOSED HUNTINGTON LAKES; THENCE CONTINUE ALONG THE ARC OF SAID CURVE AND THE SOUTHERLY RIGHT OF WAY LINE OF SAID AIRPORT ROAD THROUGH A CENTRAL ANGLE OF 06°35'37" FOR A DISTANCE OF 310.71 FEET TO THE POINT OF TANGENCY; THENCE S.44°48'33"W., ALONG SAID SOUTHERLY RIGHT OF WAY LINE A DISTANCE OF 250.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2550.00 FEET AND A CENTRAL ANGLE OF 05°04'35"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND THE SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 225.93 FEET; THENCE LEAVING SAID SOUTHERLY RIGHT OF WAY LINE, S.09°13'40"W., A DISTANCE OF 120.19 FEET; THENCE S.07°29'11"W., A DISTANCE OF 191.02 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 177.63 FEET, A CENTRAL ANGLE OF 45°08'12", AND A CHORD BEARING AND DISTANCE OF S.20°51'22"E., 136.34 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 139.93 FEET TO THE POINT OF REVERSE CURVATURE OF A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 125.65 FEET, A CENTRAL ANGLE OF 105°45'54", AND A CHORD BEARING AND DISTANCE OF S.09°40'45"W., 200.39 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 231.95 FEET TO THE POINT OF REVERSE CURVATURE OF A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 105.29 FEET, A CENTRAL ANGLE OF 89°48'10", AND A CHORD BEARING AND DISTANCE OF S.05°37'20"W., 148.65 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 165.03 FEET TO A POINT; THENCE S.30°14'27"E., A DISTANCE OF 121.63 FEET; THENCE S.00°48'19"E., A DISTANCE OF 179.69 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 40,215,893.41 SQUARE FEET, OR 923.23 ACRES MORE OR LESS.

LEGAL DESCRIPTION: CDD PARCEL 2

A PARCEL OF LAND LYING IN SECTION 22, TOWNSHIP 14 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EAST LINE OF SAID SECTION 22, AND THE NORTH LINE OF RESERVE TRACT PARCEL TWO, AS RECORDED IN OFFICIAL RECORDS BOOK 0609, PAGES 1421 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE N.61°08'07"W., ALONG THE NORTHERLY LINE OF SAID RESERVE TRACT PARCEL TWO, A DISTANCE OF 280.00 FEET; THENCE S.47°21'53"W., ALONG THE NORTHWESTERLY LINE OF SAID RESERVE TRACT PARCEL TWO, A DISTANCE OF 140.00 FEET; THENCE S.02°07'41"W., ALONG SAID WEST LINE OF SAID RESERVE TRACT PARCEL TWO, AND THE EXTENSION THEREOF, A DISTANCE OF 368.68 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF AIRPORT ROAD (A 100.00 FOOT RIGHT OF WAY) AS RECORDED IN PLAT BOOK 37, PAGES 38 & 39 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, AND A POINT ON A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 800.00 FEET; A CENTRAL ANGLE OF 26°07'12", AND A CHORD BEARING AND DISTANCE OF N.75°20'40"W., 381.55 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 364.70 FEET TO THE POINT OF INTERSECTION WITH THE WEST LINE OF RESERVE TRACT PARCEL ONE AS RECORDED IN OFFICIAL RECORDS BOOK 0609, PAGE 1421, AND THE POINT OF BEGINNING;

THENCE LEAVING SAID SOUTHERLY RIGHT OF WAY LINE, S.08°32'07"W., ALONG THE SAID WESTERLY LINE, A DISTANCE OF 698.59 FEET; THENCE LEAVING SAID WESTERLY LINE RUN N.81°07'46"W., A DISTANCE OF 60.84 FEET TO A POINT ON THE NORTHEAST CORNER OF ASHFORD LAKES ESTATES, AS RECORDED IN MAP BOOK 37, PAGES 42 THROUGH 49 OF SAID PUBLIC RECORDS; THENCE THE FOLLOWING SIX COURSES AND DISTANCES ALONG SAID NORTH LINE: N.81°07'46"W., A DISTANCE OF 144.82 FEET; THENCE S.74°34'58"W., A DISTANCE OF 33.70 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 79°41'35", AND A CHORD BEARING AND DISTANCE OF N.78°51'11"W., 96.11 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 104.32 FEET; THENCE N.53°49'02"W., A DISTANCE OF 91.08 FEET; THENCE S.70°28'41"W., A DISTANCE OF 70.21 FEET; THENCE N.86°22'52"W., A DISTANCE OF 289.72 FEET TO THE WEST LINE OF SAID ASHFORD LAKES ESTATES, AND A POINT ON THE EASTERLY LINE OF A 236 FOOT WIDE FLORIDA POWER AND LIGHT EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 1335, PAGES 500 THROUGH 502 AND OFFICIAL RECORDS BOOK 38, PAGE 50, OF SAID PUBLIC RECORDS; THENCE S.01°00'33"E., ALONG SAID WESTERLY LINE OF SAID ASHFORD LAKES ESTATES AND THE EASTERLY LINE OF SAID FLORIDA POWER AND LIGHT EASEMENT A DISTANCE OF 710.61 FEET; THENCE LEAVING SAID LINE, N.88°59'53"W., A DISTANCE OF 236.00 FEET TO THE WEST LINE OF SAID FLORIDA POWER AND LIGHT EASEMENT AND THE NORTHEASTERLY CORNER OF HUNTINGTON TOWNHOMES, AS RECORDED IN OFFICIAL RECORDS BOOK 1437, PAGE 958 OF SAID PUBLIC RECORDS; THENCE THE FOLLOWING NINETEEN COURSES AND DISTANCES ALONG SAID NORTH LINE: S.42°11'13"W., A DISTANCE OF 16.63; THENCE S.53°55'22"W., A DISTANCE OF 47.26 FEET; THENCE S.59°32'40"W., A DISTANCE OF 34.27 FEET; THENCE S.64°40'47"W., A DISTANCE OF 26.83 FEET; THENCE S.74°13'09"W., A DISTANCE OF 34.38 FEET; THENCE S.75°24'56"W., A DISTANCE OF 39.23 FEET; THENCE N.77°27'43"W., A DISTANCE OF 32.00 FEET; THENCE N.75°59'46"W., A DISTANCE OF 50.00 FEET; THENCE N.83°48'47"W., A DISTANCE OF 32.53 FEET; THENCE N.22°59'03"W., A DISTANCE OF 147.86 FEET; THENCE S.66°49'01"W., A DISTANCE OF 219.53 FEET; THENCE S.23°24'12"E., A DISTANCE OF 115.58 FEET; THENCE S.66°04'46"W., A DISTANCE OF 80.94 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 113.43 FEET AND A CENTRAL ANGLE OF 32°55'50"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 85.19 FEET TO A POINT; THENCE N.79°38'09"W., A DISTANCE OF 105.62 FEET; THENCE N.80°07'52"W., A DISTANCE OF 27.37 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 700.87 FEET; AND A CENTRAL ANGLE OF 08°59'22"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 109.98 FEET TO A POINT; THENCE S.87°36'40"W., A DISTANCE OF 107.41 FEET; THENCE N.48°40'37"W., A DISTANCE OF 60.51 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF THE AFOREMENTIONED AIRPORT ROAD; THENCE N.03°28'08"W., ALONG THE SAID RIGHT OF WAY LINE A DISTANCE OF 367.06 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 1280.00 FEET, A CENTRAL ANGLE OF 09°34'48"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 214.02 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE, N.32°30'58"E., A DISTANCE OF 237.95 FEET; THENCE N.14°13'40"E., A DISTANCE OF 37.65 FEET; THENCE N.04°03'35"W., A DISTANCE OF 82.95 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 35.00 FEET, AND A CENTRAL ANGLE OF 101°14'53"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 81.85 FEET TO THE POINT OF TANGENCY; THENCE S.74°40'47"W., A DISTANCE OF 51.58 FEET TO THE AFOREMENTIONED AIRPORT ROAD RIGHT OF WAY AND A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 175.00 FEET; A CENTRAL ANGLE OF 7°12'43"; AND A CHORD BEARING AND DISTANCE OF N.12°33'54"E., 22.01 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 22.03 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 67°58'32"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 29.68 FEET TO THE POINT OF TANGENCY; THENCE N.76°56'04"E., A DISTANCE OF 561.36 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 1500.00 FEET AND A CENTRAL ANGLE OF 8°03'18"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 4210.88 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 1000.00 FEET AND A CENTRAL ANGLE OF 13°15'07"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 231.29 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 5000.00 FEET AND A CENTRAL ANGLE OF 5°11'49"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 453.52 FEET TO THE POINT OF TANGENCY; THENCE N.76°56'04"E., A DISTANCE OF 78.99 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 600.00 FEET AND A CENTRAL ANGLE OF 14°39'40"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 204.71 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 1,796,232.02 SQUARE FEET, OR 41.24 ACRES MORE OR LESS.

TOTAL CDD LAND, PARCEL 1 AND PARCEL 2 TOGETHER: 42,012,125.43 SQUARE FEET OR 964.47 ACRES ±

Exhibit 3

Written Consent of 100% of District Landowners
To Establishment of District

**CONSENT TO AND JOINDER TO PETITION TO ESTABLISH THE
HUNTER'S RIDGE OAKS COMMUNITY DEVELOPMENT DISTRICT NO. 1**

The undersigned, **US Capital Alliance, LLC.**, a Florida limited liability company is the owner of certain lands located in Flagler County, Florida and more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Property").

The undersigned understands and acknowledges that **US Capital Alliance, LLC.**, ("Petitioner") intends to submit a petition to Flagler County to establish the Hunter's Ridge Oaks Community Development District No. 1 ("District") in accordance with provisions of Chapter 190, Florida Statutes.

The undersigned is the owner of all of the lands within the proposed District and described in Exhibit A and understands and acknowledges that pursuant to Chapter 190, Florida Statutes, the Petitioner is required to include the written consent to the establishment of the District of one hundred percent (100%) of the owners of the lands to be included within the District.

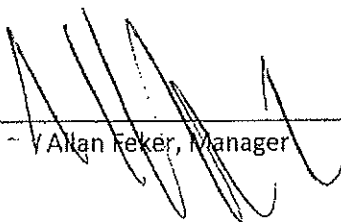
The undersigned hereby consents to the inclusion of its property into the District which will include the Property to be part of the District and agrees to further execute any other documentation necessary or convenient to evidence this consent and joinder.

The undersigned hereby acknowledges and agrees that the foregoing consent and obligation to execute additional documentation is and shall be a covenant running with the Property which shall bind the undersigned's heirs, personal representatives, administrators, successors in title and assigns and shall remain in full force and effect three (3) years from the date hereof.

Executed this 20 day of July 2016.

US Capital Alliance, LLC.

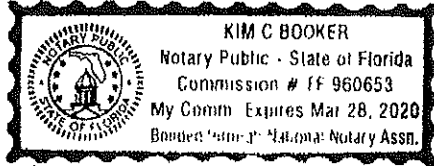
By: _____

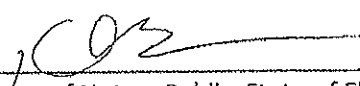

Alan Feker, Manager

STATE OF FLORIDA
COUNTY OF VOLUSIA

I hereby certify that Allan Feker, as Manager of US Capital Alliance, LLC., a Florida limited liability company, acknowledged the foregoing instrument before me this 20 day of July 2016. Said person is ☒ personally known to me or ☐ has produced a valid driver's license as identification.

[SEAL]




Signature of Notary Public, State of Florida
Commission No. FF 960653
Commission expires: 3-28-20

LEGAL DESCRIPTION: CDD PARCEL 1
 BARCEL OF LAND YONG IN SECTIONS 15, 16, 21 AND 22, TOWNSHIP 14 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE FULLY DESCRIBED AS FOLLOWS:
 A DISTANCE OF 1349.46 FEET TO THE POINT OF

1

S.03°29'08"E., A DISTANCE OF 279.06 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE, S.85°32'06"W., A DISTANCE OF 33.14 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 440.00 FEET AND A CENTRAL ANGLE OF 18°43'31"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 145.80 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 660.00 FEET AND A CENTRAL ANGLE OF 18°43'31"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 215.70 FEET TO THE POINT OF TANGENCY; THENCE S.85°32'06"W., A DISTANCE OF 255.50 FEET; THENCE S.04°07'54"E., A DISTANCE OF 135.00 FEET; THENCE S.85°32'06"W., A DISTANCE OF 243.72 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 775.00 FEET AND A CENTRAL ANGLE OF 11°30'16"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 155.81 FEET TO A POINT; THENCE N.30°58'16"W., A DISTANCE OF 177.59 FEET; THENCE S.59°54'17"W., A DISTANCE OF 660.00 FEET; THENCE S.30°58'16"E., A DISTANCE OF 130.00 FEET; THENCE S.59°54'17"W., A DISTANCE OF 238.45 FEET TO THE NW CORNER OF SAID HUNTINGTON WOODS AT HUNTER'S RIDGE PHASE 1, SAID POINT ALSO BEING THE NORTHEAST CORNER OF PROPOSED HUNTINGTON LAKES; THENCE THE FOLLOWING FOUR COURSES ALONG THE NORTH LINE OF SAID PROPOSED HUNTINGTON LAKES: THENCE S.59°54'17"W., A DISTANCE OF 155.81 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF SAID AIRPORT ROAD; THENCE S.55°10'43"W., A DISTANCE OF 349.12 FEET; THENCE N.42°27'58"W., A DISTANCE OF 307.67 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF SAID AIRPORT ROAD; THENCE S.55°10'43"W., A DISTANCE OF 2700.00 FEET AND A CENTRAL ANGLE OF 03°45'03"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 176.78 FEET TO THE NORTHWEST CORNER OF SAID PROPOSED HUNTINGTON LAKES; THENCE CONTINUE ALONG THE ARC OF SAID CURVE AND THE SOUTHERLY RIGHT OF WAY LINE OF SAID AIRPORT ROAD THROUGH A CENTRAL ANGLE OF 06°35'57" FOR A DISTANCE OF 318.71 FEET TO THE POINT OF TANGENCY; THENCE S.44°48'33"W., ALONG SAID SOUTHERLY RIGHT OF WAY LINE A DISTANCE OF 250.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2650.00 FEET AND A CENTRAL ANGLE OF 05°04'35"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND THE SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 191.02 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 177.63 FEET, A CENTRAL ANGLE OF 120.19 FEET; THENCE S.07°29'11"W., A DISTANCE OF 5.20°51'22"E., 136.34 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 139.93 FEET TO THE POINT OF REVERSE CURVATURE OF A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 125.63 FEET, A CENTRAL ANGLE OF 105°45'54"; AND A CHORD BEARING AND DISTANCE OF S.09°40'45"W., 200.39 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 231.95 FEET TO THE POINT OF REVERSE CURVATURE OF A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 105.29 FEET, A CENTRAL ANGLE OF 89°48'10", AND A CHORD BEARING AND DISTANCE OF S.05°37'20"W., 148.65 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 165.03 FEET TO A POINT; THENCE S.30°14'27"E., A DISTANCE OF 121.63 FEET; THENCE S.00°48'19"E., A DISTANCE OF 179.69 FEET TO THE POINT OF BEGINNING.

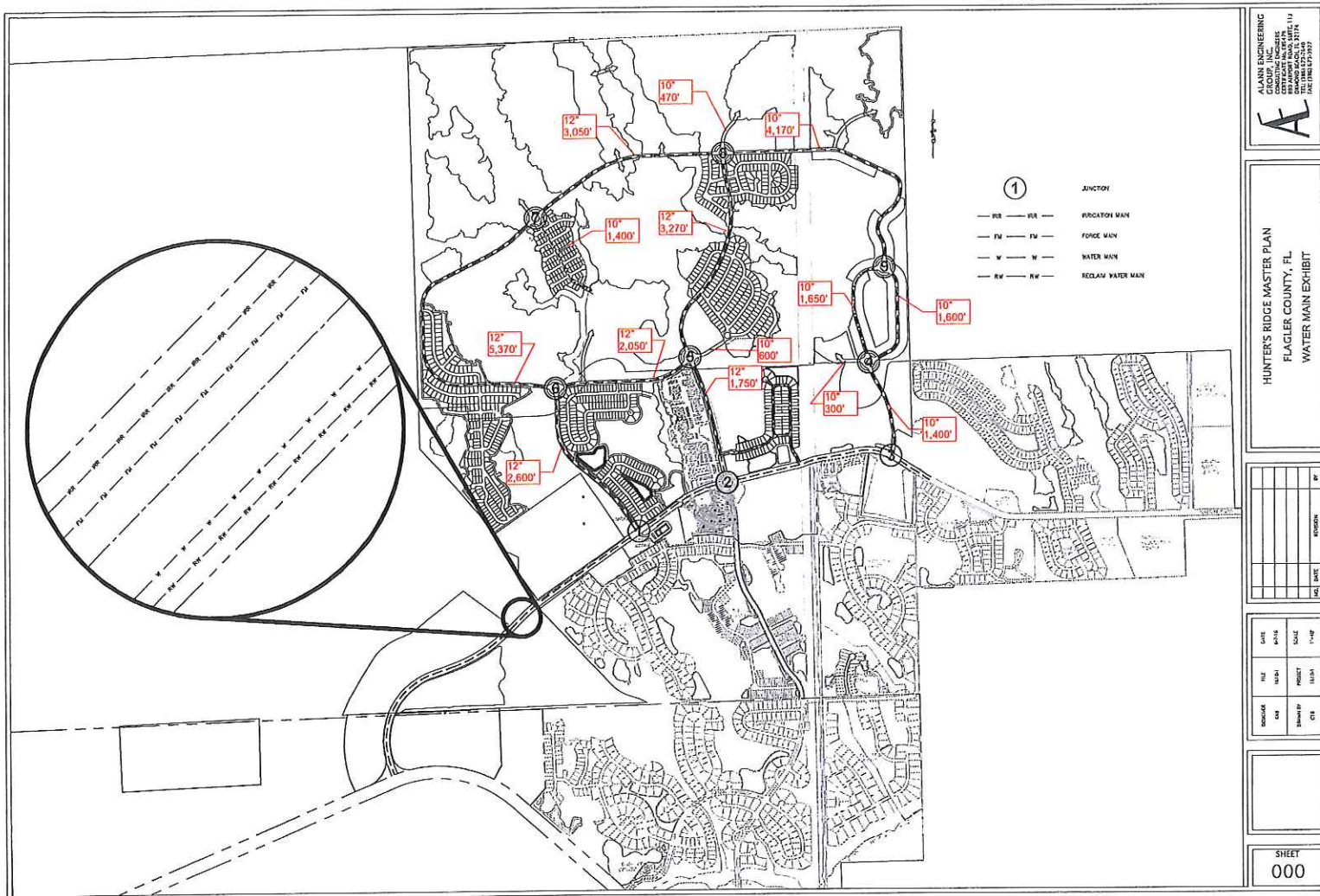
SAID PARCEL CONTAINS 40,215.893.41 SQUARE FEET, OR 923.23 ACRES MORE OR LESS.

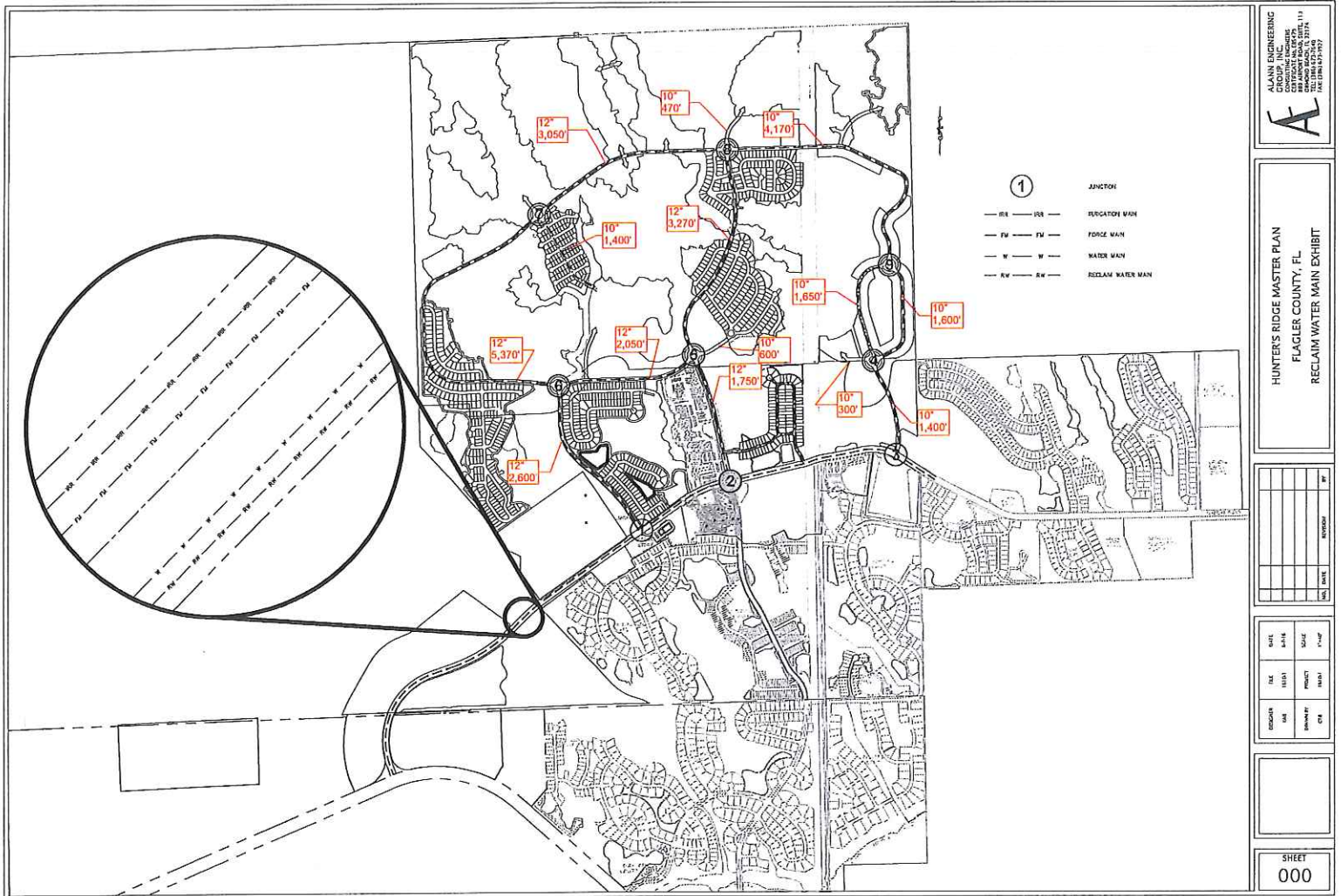
LEGAL DESCRIPTION: CDD PARCEL 2

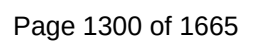
DISTANT POINT OF BEGINNING.
 THENCE LEAVING SAID SOUTHERLY RIGHT OF WAY LINE, S.08°32'07"W., ALONG THE SAID WESTERLY LINE, A DISTANCE OF 896.59 FEET; THENCE LEAVING SAID WESTERLY LINE, RUN N.81°07'45"W., A DISTANCE OF 60.84 FEET TO A POINT ON THE NORTHEAST CORNER OF ASHFORD LAKES, ESTATES, AS RECORDED IN MAP BOOK 37, PAGES 42 THROUGH 49 OF SAID PUBLIC RECORDS; THENCE THE FOLLOWING SIX CURVES, CONCAVE SOUTHERLY, HAVING A RADIUS OF 144.82 FEET; THENCE S.74°34'58"W., A DISTANCE OF 33.70 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 75.00 FEET; THENCE N.81°07'45"W., A CENTRAL ANGLE OF 79°41'35", AND A CHORD BEARING AND DISTANCE OF N.78°51'11"W., 96.11 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 104.52 FEET; THENCE N.53°45'02"W., A DISTANCE OF 91.08 FEET; THENCE S.70°28'41"W., A DISTANCE OF 70.21 FEET; THENCE N.86°22'52"W., A DISTANCE OF 269.72 FEET TO THE WEST LINE OF SAID ASHFORD LAKES ESTATES; AND A POINT ON THE EASTERLY LINE OF A 236 FOOT WIDE FLORIDA POWER AND LIGHT EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 1335, PAGES 500 THROUGH 502 AND OFFICIAL RECORDS BOOK 38, PAGE 50, OF SAID PUBLIC RECORDS; THENCE N.89°59'53"W., ALONG SAID WESTERLY LINE OF SAID ASHFORD LAKES ESTATES, AND THE EASTERLY LINE OF SAID FLORIDA POWER AND LIGHT EASEMENT A DISTANCE OF 710.61 FEET; THENCE S.08°03'33"E., ALONG SAID WESTERLY LINE OF SAID ASHFORD LAKES ESTATES, AND THE FOLLOWING NINETEEN CURVES AND DISTANCES, ALONG SAID NORTH LINE, LEAVING SAID LINE, N.89°59'53"W., A DISTANCE OF 236.00 FEET TO THE WEST LINE OF SAID PUBLIC RECORDS; THENCE THE FOLLOWING NINETEEN CURVES, CONCAVE SOUTHERLY, HAVING A RADIUS OF 26.83 FEET; THENCE S.42°11'13"W., A DISTANCE OF 16.63; THENCE S.53°55'32"W., A DISTANCE OF 47.26 FEET; THENCE S.69°32'40"W., A DISTANCE OF 34.27 FEET; THENCE S.64°40'47"W., A DISTANCE OF 26.83; THENCE S.42°11'13"W., A DISTANCE OF 16.63; THENCE S.75°24'56"W., A DISTANCE OF 39.23 FEET; THENCE N.77°27'43"W., A DISTANCE OF 32.00 FEET; THENCE N.75°39'46"W., A DISTANCE OF 50.00 FEET; THENCE N.83°48'47"W., A DISTANCE OF 32.53 FEET; THENCE S.66°04'46"W., A DISTANCE OF 147.86 FEET; THENCE S.66°49'01"W., A DISTANCE OF 219.53 FEET; THENCE S.23°24'12"E., A DISTANCE OF 115.58 FEET; THENCE S.60°44'36"W., A DISTANCE OF 80.94 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 113.43 FEET AND A CENTRAL ANGLE OF 32°55'50"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 65.19 FEET TO A POINT; THENCE N.79°38'09"W., A DISTANCE OF 105.62 FEET; THENCE N.80°07'52"W., A DISTANCE OF 27.57 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 700.87 FEET; THENCE N.03°28'08"W., ALONG THE SAID RIGHT OF WAY LINE, A DISTANCE OF 60.51 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF THE AFOREMENTIONED AIRPORT ROAD; THENCE N.03°28'08"W., A DISTANCE OF 09°34'48", THENCE N.48°40'37"W., A DISTANCE OF 267.08 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 1260.00 FEET; A CENTRAL ANGLE OF 23°7'55 FEET; THENCE N.03°28'08"W., A DISTANCE OF 60.51 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 114°13'40"E., A DISTANCE OF 37.85 FEET; THENCE N.04°03'35"W., A DISTANCE OF 82.95 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 35.00 FEET; THENCE N.03°28'08"W., A DISTANCE OF 60.51 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 175.00 FEET; A CENTRAL ANGLE OF 71°24'3", AND A CHORD BEARING AND DISTANCE OF N.12°33'54"E., 22.01 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 22.03 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 67°58'52"; THENCE N.03°28'08"W., A DISTANCE OF 60.51 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 112°33'54"E., 22.01 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 22.03 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1000.00 FEET AND A CENTRAL ANGLE OF 13°15'07"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 29.66 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 1500.00 FEET AND A CENTRAL ANGLE OF 42°10'88 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 5000.00 FEET AND A CENTRAL ANGLE OF 5°11'49"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 231.29 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 5000.00 FEET AND A CENTRAL ANGLE OF 5°11'49"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 453.52 FEET TO THE POINT OF TANGENCY; THENCE N.76°56'04"E., A DISTANCE OF 78.99 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 800.00 FEET AND A CENTRAL ANGLE OF 14°39'40"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 204.71 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS APPROXIMATELY 964.47 ACRES ±

TOTAL CDD LAND, PARCEL 1 AND PARCEL 2 TOGETHER: 42.032, 123.75 SQUARE FEET.







HUNTER'S RIDGE OAKS CDD

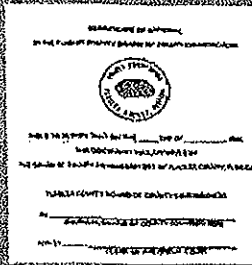
ESTIMATED COSTS OF CONSTRUCTION	
CATEGORY	COST
Storm Water Management	\$4,921,228
Water	\$3,923,845
Sanitary Sewer	\$3,595,231
Reclaimed Water	\$2,976,053
Roadways	\$26,480,121
Internal Landscaping	\$693,311
Landscape Buffers	\$623,150
Wetland Mitigation	\$5,168,529
Total Estimated Project Costs	\$48,381,468

Exhibit 6
Zoning Map

FLAGLER COUNTY OFFICIAL ZONING MAP



Source: U.S. Department of Commerce
U.S. Geological Survey



Atlantic
Ocean

FLAGLER ZONING

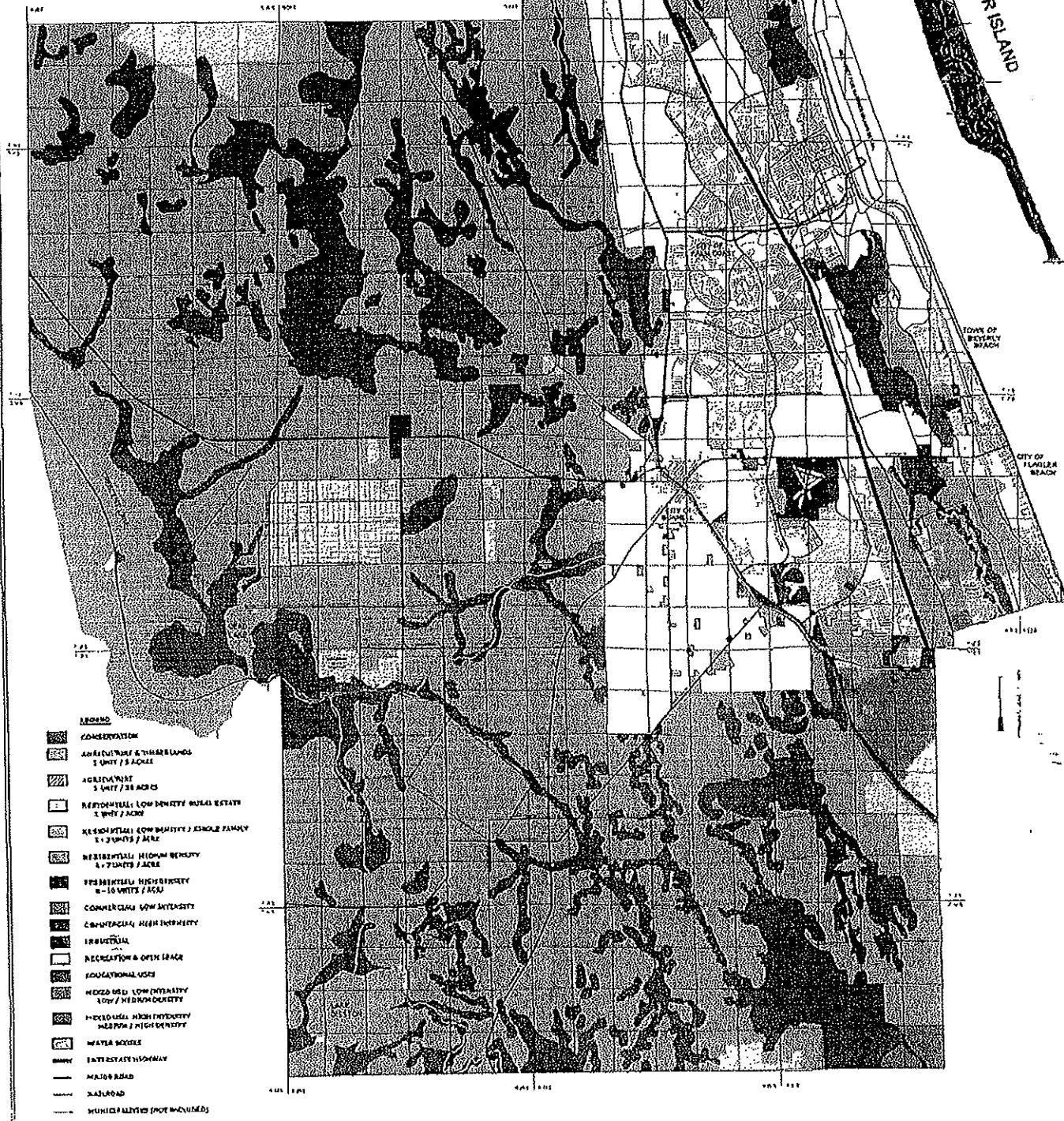
ZONE CODE	DESCRIPTION
AC	Residential Single-Family Detached
AC-2	Residential Single-Family Detached (2 Units)
C-1	Community Center
C-2	Community Center (2 Units)
I	Industrial
M-1	Medium Density Residential
M-2	Medium Density Residential (2 Units)
O-1	Office
O-2	Office (2 Units)
PUD	Planned Unit Development
U-1	Urban
U-2	Urban (2 Units)
U-10	Urban (10 Units)
U-15	Urban (15 Units)
U-20	Urban (20 Units)
U-25	Urban (25 Units)
U-30	Urban (30 Units)
U-35	Urban (35 Units)
U-40	Urban (40 Units)
U-45	Urban (45 Units)
U-50	Urban (50 Units)
U-55	Urban (55 Units)
U-60	Urban (60 Units)
U-65	Urban (65 Units)
U-70	Urban (70 Units)
U-75	Urban (75 Units)
U-80	Urban (80 Units)
U-85	Urban (85 Units)
U-90	Urban (90 Units)
U-95	Urban (95 Units)
U-100	Urban (100 Units)

Exhibit 7

Future Land Use Map

YEAR 2010 FLAGLER COUNTY FUTURE LAND USE

SOURCE: FLAGLER COUNTY PLANNING & ZONING DEPARTMENT
DECEMBER 15, 2008



HUNTER'S RIDGE OAKS COMMUNITY DEVELOPMENT DISTRICT NO. 1

Statement
of
Estimated Regulatory Costs

July 20, 2016



Provided by

Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, FL 33431
Phone: 561-571-0010
Fax: 561-571-0013
Website: www.whhassociates.com

STATEMENT OF ESTIMATED REGULATORY COSTS

1.0 Introduction

1.1 Purpose and Scope

This Statement of Estimated Regulatory Costs ("SERC") supports the petition to establish the Hunter's Ridge Oaks Community Development District No. 1 ("District"). The proposed District will comprise approximately 964.47 +/- acres of land located within unincorporated Flagler County, Florida (the "County") and is projected to contain 618 single-family detached, 532 villa and 476 apartment/townhome residential units, as well as 361,520 square feet of office/retail and 208,732 square feet of light industrial uses. The limitations on the scope of this SERC are explicitly set out in Section 190.002(2)(d), Florida Statutes ("F.S.") (governing District establishment) as follows:

"That the process of establishing such a district pursuant to uniform general law be fair and based only on factors material to managing and financing the service delivery function of the district, so that any matter concerning permitting or planning of the development is not material or relevant (emphasis added)."

1.2 Overview of the Hunter's Ridge Oaks Community Development District No. 1

The District is designed to provide public infrastructure, services, and facilities along with operations and maintenance of same to a master planned residential development currently anticipated to contain a total of 618 single-family detached, 532 villa and 476 apartment/townhome residential units, as well as 361,520 square feet of office/retail and 208,732 square feet of light industrial uses, all within the boundaries of the District.

A Community Development District ("CDD") is an independent unit of special purpose local government authorized by Chapter 190, F.S., to plan, finance, construct, operate and maintain community-wide infrastructure in large, planned community developments. CDDs provide a "solution to the state's planning, management and financing needs for delivery of capital infrastructure in order to service projected growth without overburdening other governments and their taxpayers." Section 190.002(1)(a), F.S.

A CDD is not a substitute for the local, general purpose government unit, i.e., the City or County in which the CDD lies. A CDD does not have the permitting, zoning or policing powers possessed by general purpose governments. A CDD is an alternative means of financing, construction, operating and maintaining public infrastructure for developments, such as Hunter's Ridge Oaks.

1.3 Requirements for Statement of Estimated Regulatory Costs

Section 120.541(2), F.S. (2013), defines the elements a statement of estimated regulatory costs must contain:

(a) An economic analysis showing whether the rule directly or indirectly:

1. Is likely to have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of \$1 million in the aggregate within 5 years after the implementation of the rule;
2. Is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of \$1 million in the aggregate within 5 years after the implementation of the rule; or
3. Is likely to increase regulatory costs, including any transactional costs, in excess of \$1 million in the aggregate within 5 years after the implementation of the rule.

(b) A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.

(c) A good faith estimate of the cost to the agency, and to any other state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state or local revenues.

(d) A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local government entities, required to comply with the requirements of the rule. As used in this section, "transactional costs" are direct costs that are readily ascertainable based upon standard business practices, and include filing fees, the cost of obtaining a license, the cost of equipment required to be installed or used or procedures required to be employed in complying with the rule, additional operating costs incurred, the cost of monitoring and reporting, and any other costs necessary to comply with the rule.

(e) An analysis of the impact on small businesses as defined by s. 288.703, and an analysis of the impact on small counties and small cities as defined in s. 120.52. The impact analysis for small businesses must include the basis for the agency's decision not to implement alternatives that would reduce adverse impacts on small businesses. (Flagler County, according to Census 2010, has a population of 95,696; therefore, it is not defined as a small County for the purposes of this requirement.)

(f) Any additional information that the agency determines may be useful.

(g) In the statement or revised statement, whichever applies, a description of any regulatory alternatives submitted under paragraph (1)(a) and a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

Note: the references to "rule" in the statutory requirements for the Statement of Estimated Regulatory Costs also apply to an "ordinance" under section 190.005(2)(a), F.S.

2.0 An economic analysis showing whether the ordinance directly or indirectly:

- 1. Is likely to have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance;**

2. Is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance; or
3. Is likely to increase regulatory costs, including any transactional costs, in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance.

The ordinance establishing the District is anticipated to not have any direct or indirect adverse impact on economic growth, private sector job creation or employment, private sector investment, business competitiveness, ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation. Any increases in regulatory costs, principally the anticipated increases in transactional costs as a result of imposition of special assessments by the District will be the direct result of facilities and services provided by the District to the landowners within the District, however, as property ownership in the District is voluntary and all additional costs will be disclosed to prospective buyers prior to sale, such increases should be considered voluntary, self-imposed and offset by benefits received from the infrastructure and services provided by the District.

2.1 Impact on economic growth, private sector job creation or employment, or private sector investment in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance.

The sole reason for the establishment of the District is to provide public facilities and services to support the development of a new, master planned mixed-use development. The development of the approximately 964.47 +/- acre parcel will promote local economic activity, create local value, lead to local private sector investment and is likely, at least in the short term, to support local private sector employment and/or lead to local new job creation.

Establishment of the District will allow it to plan, fund, implement, operate and maintain, for the benefit of the landowners within the District, various public facilities and services. Such facilities and services, as further described in Section 5, will allow for the development of the land within the District for private use. The provision of District's infrastructure and the subsequent development of the private land will generate private economic activity, private economic growth, private investment and employment, and job creation. The District will use proceeds of indebtedness to fund construction of public infrastructure, which will be constructed by private firms, and once constructed, will use private firms to operate and maintain such infrastructure/provide services to the landowners and residents of the District. The private developer of the land in the District will use its private funds to conduct the private land development and construction of an anticipated 618 single-family detached, 532 villa and 476 apartment/townhome residential units, as well as 361,520 square feet of office/retail and 208,732 square feet of light industrial uses, the construction, sale, and continued use/maintenance of which will involve private firms. While similar economic growth, private sector job creation or employment, or private sector investment could be achieved in absence of the District by the private sector alone, the fact that the establishment of the District is initiated by the private developer means that the private developer considers the establishment and continued operation of the District as beneficial to the process of land development and the future economic activity taking place within the District, which in turn will lead directly or indirectly to

economic growth, likely private sector job growth and/or support private sector employment, and private sector investments.

2.2 Impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance.

When assessing the question of whether the establishment of the District is likely to directly or indirectly to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation, one has to compare these factors in the presence and in the absence of the District in the development. When the question is phrased in this manner, it can be surmised that the establishment of the District is likely to not have a direct or indirect adverse impact on business competitiveness, productivity, or innovation versus that same development without the District. Similar to a purely private solution, District contracts will be bid competitively as to achieve the lowest cost/best value for the particular infrastructure or services desired by the landowners under a "lowest responsive/responsible bid" method, which will insure that contractors wishing to bid for such contracts will have to demonstrate to the District the most optimal mix of cost, productivity and innovation. Additionally, the establishment of the District for the development is not likely to cause the award of the contracts to favor non-local providers any more than if there was no District. The District, in its purchasing decisions, will not vary from the same principles of cost, productivity and innovation that guide private enterprise.

2.3 Likelihood of an increase in regulatory costs, including any transactional costs, in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance.

The establishment of the District will not increase any regulatory costs of the State or the County by virtue that the District will be one of many already existing similar districts within the State and also one of a few already existing similar districts in the County. As described in more detail in Section 4, the proposed District will pay a one-time filing fee to the County to offset any expenses that the County may incur in the processing of this petition. Similarly, the proposed District will pay annually the required Special District Filing Fee, which fee is meant to offset any State costs related to its oversight of all special districts in the State.

The establishment of the District will, however, directly increase regulatory costs to the landowners within the District. Such increases in regulatory costs, principally the anticipated increases in transactional costs as a result of likely imposition of special assessments and use fees by the District, will be the direct result of facilities and services provided by the District to the landowners within the District. However, as property ownership in the District is completely voluntary, all current property owners must consent to the establishment of the District and the likelihood of additional transaction costs, and all initial prospective buyers must have such additional transaction costs disclosed to them prior to sale, as required by State law and County ordinance establishing the District, such increases should be considered voluntary, self-imposed, and as a tradeoff for the

services and facilities provided by the District. As to the anticipated amount of the transactional costs in the aggregate within 5 years, they are anticipated to not exceed \$10,000,000.

3.0 A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the ordinance.

The proposed District will serve land that comprises an approximately 964.47 +/- acre master planned mixed-use development currently anticipated to contain a total of 618 single-family detached, 532 villa and 476 apartment/townhome residential units, as well as 361,520 square feet of office/retail and 208,732 square feet of light industrial uses, although the development plan can change. Assuming an average density of 2.5 persons per residential dwelling unit, the estimated residential population of the proposed District at build out would be approximately 4,065 +/- and all of these residents, as well as the residential and nonresidential landowners which may total up to 50, will be affected by the ordinance. The County, the proposed District and certain state agencies will also be affected by or required to comply with the ordinance as more fully discussed hereafter.

4.0 A good faith estimate of the cost to the agency, and to any other state and local government entities, of implementing and enforcing the proposed ordinance, and any anticipated effect on state or local revenues.

There is no state agency promulgating any rule relating to this project and there is no anticipated effect of the ordinance establishing the District on state or local revenues.

4.1 Costs to Governmental Agencies of Implementing and Enforcing Ordinance

Because the result of adopting the ordinance is the establishment of an independent local special purpose government, there will be no significant enforcing responsibilities of any other government entity, but there will be various implementing responsibilities which are identified with their costs herein.

State Governmental Entities

There will be only modest costs to various State governmental entities to implement and enforce the proposed establishment of the District. The District as established on the proposed land, will encompass under 1,000 acres, therefore, Flagler County is the establishing entity under 190.005(2), F.S. The modest costs to various State entities to implement and enforce the proposed ordinance relate strictly to the receipt and processing of various reports that the District is required to file with the State and its various entities. Appendix A lists the reporting requirements. The costs to those State agencies that will receive and process the District's reports are very small, because the District is only one of many governmental units that are required to submit the various reports. Therefore, the marginal cost of processing one additional set of reports is inconsequential. Additionally, pursuant to section 189.412, F.S., the District must pay an annual fee to the State of Florida Department of Economic Opportunity which offsets such costs.

Flagler County, Florida

The proposed land for the District is located within unincorporated Flagler County, Florida and consists of less than 1,000 acres. The County and its staff may process, analyze, conduct a public hearing, and vote upon the petition to establish the District. These activities will absorb some resources, however, these costs incurred by the County will be modest for a number of reasons. First, review of the petition to establish the District does not include analysis of the project itself. Second, the petition itself provides much of the information needed for a staff review. Third, the County already possesses the staff needed to conduct the review without the need for new staff. Fourth, there is no capital required to review the petition. Fifth, the potential costs are offset by a filing fee included with the petition to offset any expenses the County may incur in the processing of this petition. Finally, the County already processes similar petitions, though for entirely different subjects, for land uses and zoning changes that are far more complex than the petition to establish a community development district.

The annual costs to County, because of the establishment of the District, are also very small. The District is an independent unit of local government. The only annual costs the County faces are the minimal costs of receiving and reviewing the various reports that the District is required to provide to the County, or any monitoring expenses the County may incur if it establishes a monitoring program for this District.

4.2 Impact on State and Local Revenues

Adoption of the proposed ordinance will have no negative impact on state or local revenues. The District is an independent unit of local government. It is designed to provide infrastructure facilities and services to serve the development project and it has its own sources of revenue. No state or local subsidies are required or expected.

In this regard it is important to note that any debt obligations incurred by the District to construct its infrastructure, or for any other reason, are not debts of the State of Florida or any other local government. In accordance with State law, debts of the District are strictly its own responsibility.

5.0 A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local government entities, required to comply with the requirements of the ordinance.

Table 1 provides an outline of the various facilities and services the proposed District may provide. Financing for these facilities is projected to be provided by the District.

Table 2 illustrates the estimated costs of construction of the capital facilities, outlined in Table 1. Total costs of construction for those facilities, which may be provided, are estimated to be approximately \$48,381,468. District may levy non-ad valorem special assessment (by a variety of names) and may issue special assessment bonds to fund the costs of these facilities. These bonds would be repaid through non-ad valorem special assessments levied on all properties in the District that may benefit from the District's infrastructure program as outlined in Table 2.

Table 1

HUNTER'S RIDGE OAKS COMMUNITY DEVELOPMENT DISTRICT NO. 1
Proposed Facilities and Services

FACILITY	FUNDED	MAINTAINED	OWNERSHIP
Storm Water Management	CDD	CDD	CDD
Water	CDD	City of Ormond Beach	City of Ormond Beach
Sanitary Sewer	CDD	City of Ormond Beach	City of Ormond Beach
Reclaimed Water	CDD	City of Ormond Beach	City of Ormond Beach
Roadways	CDD	CDD	CDD
Internal Landscaping	CDD	CDD	CDD
Landscape Buffers/Security	CDD	CDD	CDD
Wetland Mitigation	CDD	Flagler County	Flagler County

Prospective future landowners in the development may be required to pay non-ad valorem special assessments levied by the District to provide for facilities and secure any debt incurred through bond issuance. In addition to the levy of non-ad valorem special assessments which may be used for debt service, the District may also levy a non-ad valorem assessment to fund the operations and maintenance of the District and its facilities and services. However, purchasing a property within the District or locating in the District by new residents is completely voluntary, so, ultimately, all landowners and residents of the affected property choose to accept the non-ad valorem assessments as a tradeoff for the services and facilities that the District will provide. In addition, state law requires all assessments levied by the District to be disclosed by the initial seller to all prospective purchasers of property within the District.

Table 2

HUNTER'S RIDGE OAKS COMMUNITY DEVELOPMENT DISTRICT NO. 1
Estimated Costs of Construction

CATEGORY	COST
Storm Water Management	\$4,921,228
Water	\$3,923,845
Sanitary Sewer	\$3,595,231
Reclaimed Water	\$2,976,053
Roadways	\$26,480,121
Internal Landscaping	\$693,311
Landscape Buffers/Security	\$623,150
Wetland Mitigation	\$5,168,529
Total Estimated Project Costs	\$48,381,468

A CDD provides the property owners with an alternative mechanism of providing public services, however, special assessments and other impositions levied by the District and collected by law represent the transactional costs incurred by landowners as a result of the establishment of the District. Such transactional costs should be considered in terms of costs likely to be incurred under alternative public and private mechanisms of service provision, such as other independent special districts, County or its dependent districts, or County management but financing with municipal service benefit units and municipal service taxing units, or private entities, all of which can be grouped into three major categories: public district, public other, and private.

With regard to the public services delivery, dependent and other independent special districts can be used to manage the provision of infrastructure and services, however, they are limited in the types of services they can provide, and likely it would be necessary to employ more than one district to provide all services needed by the development.

Other public entities, such as cities, are also capable of providing services, however, their costs in connection with the new services and infrastructure required by the new development and, transaction costs, would be borne by all taxpayers, unduly burdening existing taxpayers. Additionally, other public entities providing services would also be inconsistent with the State's policy of "growth paying for growth".

Lastly, services and improvements could be provided by private entities. However, their interests are primarily to earn short-term profits and there is no public accountability. The marginal benefits of tax-exempt financing utilizing CDDs would cause the CDD to utilize its lower transactional costs to enhance the quality of infrastructure and services.

In considering transactional costs of CDDs, it shall be noted that occupants of the lands to be included within the District will receive three major classes of benefits.

First, those residents in the District will receive a higher level of public services which in most instances will be sustained over longer periods of time than would otherwise be the case.

Second, a CDD is a mechanism for assuring that the public services will be completed concurrently with development of lands within the development. This satisfies the revised growth management legislation, and it assures that growth pays for itself without undue burden on other consumers. Establishment of the District will ensure that these landowners pay for the provision of facilities, services and improvements to these lands.

Third, a CDD is the sole form of local governance which is specifically established to provide District landowners with planning, construction, implementation and short and long-term maintenance of public infrastructure at sustained levels of service.

The cost impact on the ultimate landowners in the development is not the total cost for the District to provide infrastructure services and facilities. Instead, it is the incremental costs above, if applicable, what the landowners would have paid to install infrastructure via an alternative financing mechanism.

Consequently, a CDD provides property owners with the option of having higher levels of facilities and services financed through self-imposed revenue. The District is an alternative means to manage

necessary development of infrastructure and services with related financing powers. District management is no more expensive, and often less expensive, than the alternatives of various public and private sources.

6.0 An analysis of the impact on small businesses as defined by Section 288.703, F.S., and an analysis of the impact on small counties and small cities as defined by Section 120.52, F.S.

There will be little impact on small businesses because of the establishment of the District. If anything, the impact may be positive because the District must competitively bid certain types of its contracts. This affords small businesses the opportunity to bid on District work.

Flagler County has a population of 95,696 according to the Census 2010 conducted by the United States Census Bureau and is therefore not defined as a "small" county according to Section 120.52, F.S.

7.0 Any additional useful information.

The analysis provided above is based on a straightforward application of economic theory, especially as it relates to tracking the incidence of regulatory costs and benefits. Inputs were received from the Petitioner's Engineer and other professionals associated with the Petitioner.

In relation to the question of whether the proposed Hunter's Ridge Oaks Community Development District No. 1 is the best possible alternative to provide public facilities and services to the project, there are several additional factors which bear importance. As an alternative to the independent CDD, the County could establish a dependent Special District for the area or establish an MSBU or MSTU. Either of these alternatives could finance the improvements contemplated in Tables 1 and 2 in a fashion similar to the proposed District.

There are a number of reasons why a dependent Special District is not the best alternative for providing public facilities and services to the Hunter's Ridge Oaks development. First, unlike a CDD, this alternative would require the County to administer the project and its facilities and services. As a result, the costs for these services and facilities would not be directly and wholly attributed to the land directly benefiting from them, as the case would be with a CDD. Administering a project of the size and complexity of the development program anticipated for the Hunter's Ridge Oaks development is a significant and expensive undertaking.

Second, a CDD is preferable from a government accountability perspective. With a CDD, residents and landowners in the District would have a focused unit of government ultimately under their direct control. The CDD can then be more responsive to resident needs without disrupting other County responsibilities. By contrast, if the County were to establish and administer a dependent Special District, then the residents and landowners of the Hunter's Ridge Oaks development would take their grievances and desires to the County Commission meetings.

Third, any debt of an independent CDD is strictly that District's responsibility. While it may be technically true that the debt of a County-established, dependent Special District is not strictly the

County's responsibility, any financial problems that a dependant Special District may have may reflect on the County. This will not be the case if a CDD is established.

Another alternative to a CDD would be for a Property Owners' Association (POA) to provide the infrastructure as well as operations and maintenance of public facilities and services. A CDD is superior to a POA for a variety of reasons. First, unlike a POA, a CDD can obtain low cost funds from the municipal capital markets. Second, as a government entity a CDD can impose and collect its assessments along with other property taxes on the County real estate tax bill. Therefore, the District is far more assured of obtaining its needed funds than is a POA. Third, the proposed District is a unit of local government. This provides a higher level of transparency, oversight and accountability.

8.0 A description of any regulatory alternatives submitted under Section 120.541(1)(a), F.S., and a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed ordinance.

No written proposal, statement adopting an alternative or statement of the reasons for rejecting an alternative have been submitted.

Based upon the information provided herein, this Statement of Estimated Regulatory Costs supports the petition to establish the Hunter's Ridge Oaks Community Development District No. 1.

APPENDIX A
LIST OF REPORTING REQUIREMENTS

REPORT	FL. STATUE CITATION	DATE
Annual Financial Audit	190.008/218.39	9 months after end of Fiscal Year
Annual Financial Report	190.008/218.32	45 days after the completion of the Annual Financial Audit but no more than 9 months after end of Fiscal Year
TRIM Compliance Report	200.068	no later than 30 days following the adoption of the property tax levy ordinance/resolution (if levying property taxes)
Form 1 - Statement of Financial Interest	112.3145	within 30 days of accepting the appointment, then every year thereafter by 7/1 (by "local officers" appointed to special district's board); during the qualifying period, then every year thereafter by 7/1 (by "local officers" elected to special district's board)
Public Facilities Report	189.08	within one year of special district's creation; then annual notice of any changes; and updated report every 5 years, 12 months prior to submission of local government's evaluation and appraisal report
Public Meetings Schedule	189.015	quarterly, semiannually, or annually
Bond Report	218.38	when issued; within 120 days after delivery of bonds
Registered Agent	189.014	within 30 days after first meeting of governing board
Proposed Budget	189.016	prior to end of current fiscal year
Public Depositor Report	280.17	annually by November 30

Exhibit 9

Authorization of Agent

AUTHORIZATION OF AGENT

I, Allan Feker, as Manager of US Capital Alliance, LLC., a Florida limited liability company hereby designate Craig Wrathell to act as agent for US Capital Alliance, LLC. with regard to any and all matters pertaining to the Petition to establish the Hunter's Ridge Oaks Community Development No. 1 pursuant to Chapter 190, Florida Statutes. This authorization shall remain in effect until revoked in writing.

US Capital Alliance, LLC.,

A Florida limited liability company

By: [Signature]
Allan Feker, Manager

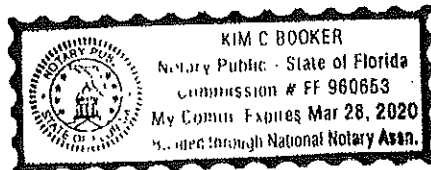
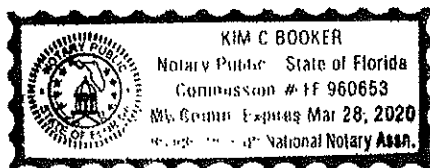
Date: 7-20-16

STATE OF FLORIDA

COUNTY OF VOLUSIA

I hereby certify that Allan Feker, as Manager of US Capital Alliance, LLC., a Florida limited liability company, acknowledged the foregoing instrument before me this 20 day of July 2016. Said person is ☒ personally known to me or ☐ has produced a valid driver's license as identification.

[SEAL]



[Signature]
Signature of Notary Public, State of Florida
Commission No. FF 960653
Commission expires: 3/28/20

ORDINANCE NO. 2016- ____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF FLAGLER COUNTY, FLORIDA, ESTABLISHING THE HUNTER'S RIDGE OAKS COMMUNITY DEVELOPMENT DISTRICT NO. 1 PURSUANT TO CHAPTER 190, FLORIDA STATUTES (2016); PROVIDING A TITLE; PROVIDING FINDINGS; CREATING AND NAMING THE DISTRICT; DESCRIBING THE EXTERNAL BOUNDARIES OF THE DISTRICT; DESCRIBING THE FUNCTIONS AND POWERS OF THE DISTRICT; DESIGNATING FIVE PERSONS TO SERVE AS THE INITIAL MEMBERS OF THE DISTRICT'S BOARD OF SUPERVISORS; ADOPTING AN INTERLOCAL AGREEMENT BETWEEN FLAGLER COUNTY AND THE HUNTER'S RIDGE OAKS COMMUNITY DEVELOPMENT DISTRICT NO. 1; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, U.S Capital Alliance, LLC ("Petitioner"), having obtained written consent to the establishment of the District by the owners of 100 percent (100%) of the real property to be included in the District, petitioned the Flagler County Board of Commissioners (the "County") to adopt an ordinance establishing the Hunter's Ridge Oaks Community Development District No. 1 (the "District") pursuant to Chapter 190, Florida Statutes (2016); and

WHEREAS, the Petitioner is a Florida Limited Liability Corporation, authorized to conduct business in the State of Florida whose address is 880 Airport Road, Suite 113, Ormond Beach, Florida 32174; and

WHEREAS, all interested persons and affected units of general-purpose local government were afforded an opportunity to present oral and written comments on the Petition at a duly noticed public hearing conducted by the County on December 5, 2016; and

WHEREAS, upon consideration of the record established at that hearing, the County finds as follows:

- (1) The statements within the Petition were true and correct; and
- (2) The petition is complete in that it meets the requirements of Section 190.005(1)(a), Florida Statutes (2016); and
- (3) The appropriate County staff have reviewed the petition for the establishment of the District on the proposed land and have advised the Board of County Commissioners that said petition is complete and sufficient; and

- (4) Establishment of the District by this Ordinance is subject to and not inconsistent with any applicable element or portion of the Flagler County Comprehensive Plan or the state comprehensive plan; and
- (5) The area of land within the District is of sufficient size, is sufficiently compact, and is sufficiently contiguous to be developable as a functionally interrelated community; and
- (6) The District is the best alternative available for delivering community development services and facilities to the area served by the District; and
- (7) The community development services and facilities of the District will not be incompatible with the capacity and uses of existing local and regional community development services and facilities; and
- (8) The area that will be served by the District is amenable to separate special-district governance; and

WHEREAS, the establishment of the District will constitute a timely, efficient, effective, responsive and economic way to deliver community development services in the area described in the petition; and

WHEREAS, the establishment of the District shall not act to amend any land development approvals governing the land area to be included within the District; and

WHEREAS, the Petitioner has requested the County consent to the exercise of the special powers granted by Section 190.012(2)(a) and (d), Florida Statutes (2016), as may be limited by interlocal agreement between the County and District; and

WHEREAS, upon the effective date of this establishing Ordinance, the Hunter's Ridge Oaks Community Development District No. 1, as created by general law, will be duly and legally authorized to exist on the proposed property and to exercise all of its general and special powers as limited by law, and has the right to seek consent from the County Commission for the grant of authorization to exercise special powers in accordance with, and granted by, Section 190.012(2), Florida Statutes (2016), without question as to the District's establishment and its continued rights, authority and power to exercise its limited powers under law; and

WHEREAS, public notice of this action has been provided in accordance with Section 190.005(1)(d), Florida Statutes (2016).

NOW, THEREFORE, BE IT ORDAINED BY THE FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS:

Section 1. TITLE. This Ordinance shall be known and may be cited as the "Hunter's Ridge Oaks Community Development District No. 1 Establishment Ordinance."

Section 2. FINDINGS. The above recitals are adopted as findings of fact in support of this Ordinance.

Section 3. AUTHORITY. This Ordinance is adopted in compliance with and pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes (2016).

Section 4. CREATION OF DISTRICT; DISTRICT NAME. The petition filed to create the Hunter's Ridge Oaks Community Development District No. 1 is hereby granted and there is hereby created a community development district situated entirely within unincorporated Flagler County, Florida, which District shall be known as the "Hunter's Ridge Oaks Community Development District No. 1" and shall operate in accordance with the Uniform Community Development District Act as set forth in Chapter 190, Florida Statutes (2016), this Ordinance, and the Interlocal Agreement attached hereto as Exhibit "B", which is hereby incorporated by this reference as if set forth in full herein.

Section 5. EXTERNAL BOUNDARIES OF THE DISTRICT. Encompassing approximately 964.47 acres, the external boundaries of the District are described in Exhibit "A" attached hereto.

Section 6. FUNCTIONS AND POWERS. The District is limited to the performance of those powers and functions as described in Chapter 190, Florida Statutes (2016) including the special powers as set forth in Section 190.012(2)(a) and (d), Florida Statutes (2016), as may be limited by interlocal agreement between the parties. In the exercise of its powers, the District shall comply with all applicable governmental laws, rules, regulations and policies including, but not limited to, all Flagler County ordinances and policies governing land planning and permitting of the development to be served by the District. The District shall not have any zoning or permitting powers governing land development or the use of land. No debt or obligation of the District shall constitute a burden on any local general purpose government.

Section 7. BOARD OF SUPERVISORS. The five persons designated to serve as initial members of the District's Board of Supervisors are as follows: Kimberly Buck, P.E., 880 Airport Road, Suite 113, Ormond Beach, Florida 32174; Tonya Griffin, 2499 Durrance Lane, Ormond Beach, Florida 32174; Wayne Griffin, 2499 Durrance Lane, Ormond Beach, Florida 32174; Joe Brinson, 880 Airport Road, Suite 113, Ormond Beach, Florida 32174; Sydney Booker, 1019 Town Center Drive, Orange City, Florida 32763;. All of the above-listed persons are residents of the state of Florida and citizens of the United States of America.

Section 8. SEVERABILITY. If any provision of this Ordinance, or the application thereof, is finally determined by a court of competent jurisdiction to be illegal,

invalid, or unenforceable, such provision shall be deemed severable and the remaining provisions shall continue to remain in full force and effect provided that the illegal, invalid, or unenforceable provision is not material to the logical and intended interpretation of this Ordinance.

Section 9. INTERLOCAL AGREEMENT. Failure of the District to adopt the Interlocal Agreement between Flagler County and the Hunter's Ridge Oaks Community Development District No. 1, in the form attached hereto as Exhibit "B" within ninety (90) days of the Effective Date of this Ordinance, may result in a repeal of this Ordinance by the County Commission without further notice. Once approval of the Interlocal Agreement is secured, the Interlocal Agreement shall be recorded in the Official Records of Flagler County, Florida, at the District's expense, to indicate fulfillment of this obligation.

Section 9. EFFECTIVE DATE

This Ordinance shall take effect on the date signed below.

**Remainder of page intentionally blank
Signature page to follow**

**PASSED AND GRANTED BY THE BOARD OF COUNTY COMMISSIONERS
OF FLAGLER COUNTY, FLORIDA THIS 5TH DAY OF DECEMBER, 2016.**

**FLAGLER COUNTY BOARD OF
COUNTY COMMISSIONERS**

**By: _____
Nate McLaughlin, Chair**

ATTEST:

Approved as to Form:

**By: _____
Gail Wadsworth, Clerk of the
Circuit Court and Comptroller**

**_____
Albert J. Hadeed, County Attorney**

Exhibit "A"/Legal Description

EXHIBIT "B"/ CDD and BCC INTERLOCAL AGREEMENT

**INTERLOCAL AGREEMENT
BETWEEN FLAGLER COUNTY, FLORIDA AND
THE HUNTER'S RIDGE OAKS COMMUNITY DEVELOPMENT DISTRICT NO.1**

THIS INTERLOCAL AGREEMENT, is entered into by and between Flagler County, Florida, a political subdivision of the State of Florida (the "County"), and the Hunter's Ridge Oaks Community Development District No. 1 (the "District"), a local unit of special purpose government created pursuant to the provisions of Chapter 190, Florida Statutes.

RECITALS:

WHEREAS, U.S. Capital Alliance, LLC., a Florida limited liability company (the "Petitioner"), as fee simple owner of real property located in Flagler County, Florida more particularly described on Exhibit "A" hereto and incorporated herein by this reference (the "Property"), did file with the County on August 11, 2016, a petition (the "Petition") pursuant to the Community Development District Act (as defined herein) to establish the Hunter's Ridge Oaks Community Development District No. 1; and

WHEREAS, upon review of the Petition and supporting testimony, evidence and documentation, including but not limited to surveys, plans and specifications and financial data, the Board of County Commissioners of Flagler County (the County Commission), on December 5, 2016, granted the Petition; and

WHEREAS, on December 5, 2016 concurrent with the action of the County Commission granting the Petition, the County Commission enacted an Ordinance (the "Ordinance") establishing the Hunter's Ridge Oaks Community Development District No. 1 (the "District"); and

WHEREAS, the District consists of the portion of the Property wholly within the boundaries described in the Ordinance; and

WHEREAS, the District is an independent special district and a local unit of special purpose government which is created pursuant to the District Act (defined herein), and is limited to the performance of those specialized functions authorized by the District Act and the Ordinance; and

WHEREAS, the governing body of the District is created, organized, constituted and authorized to function specifically as prescribed in the District Act and the Ordinance for the delivery of urban community development services; and

WHEREAS, pursuant to the District Act, the District is presently authorized to construct, acquire, and maintain infrastructure improvements and services as set forth in Section 190.012(1), Florida Statutes, for which the District may impose, levy and collect non ad valorem special assessments on land within the boundaries of the District; and

WHEREAS, in accordance with the District Act, the County has expressed in the Ordinance its consent to the District having additional powers to plan, establish, acquire, construct, or reconstruct, enlarge or extend, equip, operate and maintain additional systems and facilities described and authorized by Sections 190.012(2)(a) and (d), Florida Statutes, for which the District may impose, levy and collect non ad valorem special assessments on land within the boundaries of the District; and

WHEREAS, the Petitioner has previously indicated its intent to present to the District Board (defined herein), after its establishment, a proposed Interlocal Agreement between the County and the District to further define the responsibility of the District to: (i) provide for certain enhanced disclosure regarding the establishment of the District and the existence of liens and special assessments on lands contained within the District's boundaries, (ii) provide that annual notice be given by the District to all landowners within the District regarding the date, time and place of the scheduled monthly meetings of the District Board for its ensuing fiscal year, (iii) provide that annual notice be given by the District to all landowners within the District regarding the date, time and place of its budget hearing, (iv) provide for the assumption of maintenance responsibility for internal roadways, stormwater management ponds, street lighting and lift stations, and (v) provide for caps on the imposition of Capital Assessments, all as further described herein; and

WHEREAS, it is in the mutual interest of the County and the District to establish intergovernmental relations that encourage, promote and improve the coordination, overall effectiveness and efficiency of governmental activities and services within the boundaries of the District; and

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" (the "Cooperation Act"), permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, the County and the District find this Interlocal Agreement to be necessary, proper, and convenient to the exercise of their powers, duties and purposes authorized by law; and

WHEREAS, the County and the District desire to exercise jointly their common powers and authority concerning the cost effective financing of the acquisition and construction of the infrastructure, public improvements and community facilities; the avoidance of inefficiencies caused by the unnecessary duplication of services and facilities; and the clarification of responsibilities, obligations, duties, powers and liabilities of each of the governmental bodies.

NOW THEREFORE, in consideration of the mutual understandings and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and the District agree as follows:

ARTICLE I – INTRODUCTION

Section 1.01 Authority. This Interlocal Agreement is entered into pursuant to the authority set forth in the Cooperation Act and the District Act, and other applicable provisions of the law.

Section 1.02 Recitals and Exhibits. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Interlocal Agreement. All exhibits identified herein are hereby incorporated by reference to the same extent as if fully set forth herein.

Section 1.03 Authority to Contract. The execution of this Interlocal Agreement has been authorized by the appropriate body or official(s) of the County and the District, each party has complied

with all applicable requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

Section 1.04 Definitions. The following terms when used in capitalized form herein shall have the respective meaning indicated below unless the context shall clearly indicate otherwise:

“District Board” means the initial Board of Supervisors and all subsequent forms of the Board of Supervisors for the District.

“Capital Assessments” mean an apportioned charge levied by the District against a Parcel to satisfy the costs and expenses of the infrastructure improvements, which shall constitute a special assessment lien on the Parcel. This assessment is intended to refer to the Benefit Special Assessments and Special Assessments, as set forth and described in Section 190.021(2) and 190.022 of the District Act, respectively.

“District Act” means the “Uniform Community Development District Act of 1980” codified in Chapter 190, Florida Statutes, as amended from time to time.

“Parcel” means a portion of the Property such as a lot, parcel, tract or any other quantity of land capable of being separately conveyed and having a separate folio number assigned by the Tax Collector of Flagler County.

ARTICLE II – DISTRICT POWERS

Section 2.01. Exercise of Powers.

A. Powers. The District has and shall retain all powers, rights, obligations and responsibilities granted or imposed by the District Act, including but not limited to, the general powers and special powers set forth in Sections 190.011 and 190.012(1), Florida Statutes.

B. Additional Powers. The District petitioned the County Commission for consent to exercise one or more of the special powers granted in Section 190.012(2)(a) and (d), Florida Statutes. The County consents to the exercise of the special powers granted by Section 190.012(2)(a) and (d), Florida Statutes (2016), as may be limited by this agreement between the County and District.

C. Acknowledgement of Powers. The District hereby acknowledges that its additional powers under the Ordinance do not include those set forth in Sections 190.012(2)(b) and (c), Florida Statutes, and the District agrees that it will not provide such improvements or services, nor collect assessments thereof without the prior approval and amendment to the Ordinance by the County Commission.

ARTICLE III – ENHANCED DISCLOSURE AND NOTICE

Section 3.01 Enhanced Disclosure of District and Assessments. In addition to the statutory requirements for disclosure set forth in Sections 190.009, 190.048 and 190.0485, Florida Statutes, the District Board hereby agrees to have executed and filed in the Official Records of Flagler County a “Declaration of Consent to Jurisdiction of Community Development District and to Imposition of Special Assessments” in substantially the form attached hereto as Exhibit “B”. Such Declaration is intended to

inform potential future landowners of land within the boundaries of the District of both the establishment of the District and the existence of liens and special assessments on lands contained within the District, which liens run with the land.

Section 3.02. Notice of the District Meeting Schedule. In addition to the statutory notice requirement set forth in Section 190.008(2)(a), Florida Statutes, the District hereby agrees to provide once a year to each landowner in the District direct notice of the District's adopted schedule of meetings of the District Board for the ensuing fiscal year, which notice shall designate the date, time and place of each of the scheduled meetings. The notice shall be sent by U.S. mail to each landowner within the District at their last known mailing address according to the owner information on record with the Flagler County Tax Collector for the respective parcel as of the date of such notice.

Section 3.03. Notice of Annual Budget Hearing. In addition to the statutory notice requirement set forth in Section 190.008(2)(a), the District hereby agrees to provide to each landowner in the District direct notice of the District's annual budget hearing, which notice shall designate the date, time, and place of the public hearing. The notice shall be sent by U.S. mail to each landowner within the District at their last known mailing address according to the owner information on record with the Flagler County Tax Collector for the respective parcel as of the date of such notice.

ARTICLE IV – MAINTENANCE OBLIGATIONS

Section 4.01. Internal Roadways, Stormwater Management Ponds, Street lighting and Lift Stations. The District hereby agrees to assume maintenance responsibility for any internal roadways, common areas, stormwater management ponds, street lighting and lift stations which are planned, platted and/or constructed within the District boundaries. All roads shall be open to the public, but may be gated as a traffic control measure. The parties acknowledge that roadways within a portion of the District, have previously been accepted for maintenance by the Hunters Ridge Homeowners Association of East Florida, Inc. (the "HOA"). However, the County and the District desire for the maintenance responsibilities to be assumed by the District. The District agrees to enter into an agreement with the HOA to address the maintenance obligations of the District and the HOA in a form substantially similar to Exhibit "C" attached hereto. The agreement with the HOA shall be entered into within ninety (90) days of the Effective Date of the Ordinance.

ARTICLE V – ASSESSMENTS ON COUNTY PROPERTY

Section 5.01. The District shall not impose, levy, certify or otherwise seek to encumber or collect special assessments, non ad valorem assessments, maintenance assessments or taxes of any kind for property which is owned , or may be owned in the future, by the County, regardless of the uses to which the property is put.

ARTICLE VI – CAPITAL ASSESSMENTS

Section 6.01 Imposition of Capital Assessments. The District has the right to impose Capital Assessments on Parcel Owners pursuant to the District Act, for the purpose of repaying bonds issued (and related expenses) to finance the Improvements.

Section 6.02. Budget. The County has received and reviewed the financial documents and all information relating to the improvements to be made within the boundaries of the District. The County and the District agree, based on the information provided in the Petition, on the financial needs and estimated budget of the District for construction of anticipated improvements.

Section 6.03. Limit on Capital Assessments. The District shall not impose annual Capital Assessments on any Parcel identified below in excess of the following limits and, if more than one Capital Assessment is imposed on Parcels within the District, no one annual Capital Assessment shall be increased to the extent that it would cause the total of all Capital Assessments for a Parcel in any given year to exceed the following limits:

	<u>Lot Size</u>	<u>Maximum Assessment</u>
A.	Single family lot	\$2500.00
B.	Multifamily (per unit)	\$1500.00

These amounts are exclusive of operation and maintenance assessments which may be imposed by the District and any assessments imposed by a homeowners' association. These amounts are also net of the statutory discount and collection costs using the Uniform Method of Collection pursuant to Chapter 197, Florida Statutes.

Section 6.04. Additional or Increased Capital Assessments. Notwithstanding the above, the District may impose additional or increased Capital Assessments on a Parcel beyond the limitations listed in the previous paragraph if the County agrees to such increase. The County agrees to consider any request of the District to increase the Capital Assessments; provided, however, the County is under no obligation to consent to such increases. The following are examples, not intended to be exhaustive, where the District may request the County to reconsider such limitations:

(a) **Force Majeure.** In a Force Majeure circumstance for: (i) the cost of repairing/or replacing any damaged Improvement on the Property where the amount of insurance proceeds received are insufficient to satisfy the costs of such repair, or (ii) the cost of completing initial construction of an improvement where an event of Force Majeure affects construction (either by delaying completion or increasing the costs of completion) of the improvement. In either event, the District may impose additional Capital Assessments on Parcel Owners in accordance with the apportionment methodology established in the financial documents; provided, however, such costs are normal and customary to the local area where the Property is located;

(b) **Excessive costs.** If the actual costs associated with the construction of any Improvement to the Property exceed the estimated costs for such Improvements; or

(c) Additional Improvements. If the District decides to construct additional improvements not originally contemplated by the documentation supporting the Petition for Establishment provided to and approved by the County.

Section 6.05. Other Assessments. This Article applies to Capital Assessments for the improvements and shall not affect the District's right to impose ad valorem taxes, or operation and maintenance assessments on any Parcel. Except to the extent limited by Section 6.03, Article VI shall not affect the District's right to impose liens as provided by Florida Statutes.

Article VII – Miscellaneous Provisions

Section 7.01. Notices. Any notices or reports required or allowed by this Agreement shall be in writing and be deemed delivered when: (i) hand delivered to the official hereinafter designated, or (ii) upon receipt of such notice when deposited in the United States mail, postage prepaid, addressed to a party at the address set forth opposite the party's name below, or at such other address as the party shall have specified by written notice to the other party delivered in accordance herewith.

For the County: County Administrator
1769 East Moody Blvd., Bldg. 2
Bunnell, Florida 32110

With a copy to: Albert J. Hadeed, Esquire
1769 East Moody Blvd., Bldg. 2
Bunnell, Florida 32110

For the District: Wrathell Hunt & Associates, LLC
District Manager
6131 Lyons Road
Coconut Creek, FL 33073

With copy to: Booker & Associates, P.A.,
District Counsel
1019 Town Center Drive, Suite 201
Orange City, FL 32763

Section 7.02. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the County, the District, and their respective successors and assigns.

Section 7.03. Effective Date. This Agreement shall become effective after its execution by the authorized representatives of both parties and upon the date of its recordation in the Public Records of Flagler County.

Section 7.04. Governing Law and Venue. The exclusive venue for enforcement or interpretation of this Agreement is the Circuit Court of the Seventh Judicial Circuit in and for Flagler County.

Section 7.05. Non-Waiver. The failure of either party to exercise any right shall not be considered a waiver of such right in the event of any further default or non-compliance.

Section 7.06. Severability. If any provisions of this Agreement shall be declared illegal, void or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.

Section 7.07. Entire Agreement. This Agreement contains all the terms and conditions agreed upon by the parties.

Section 7.08. Third Party Beneficiaries. This Agreement does not create any relationship with, or any rights in favor of, any third party.

Section 7.09. Construction. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this Agreement.

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APPROVED by Flagler County this 5th day of December, 2016.

FLAGLER COUNTY
BOARD OF COUNTY COMMISSIONERS

By: _____
Nate McLaughlin, Chairman

ATTEST:

APPROVED AS TO FORM:

Gail Wadsworth, Clerk of the
Circuit Court and Comptroller

Al Hadeed,
County Attorney

APPROVED by the District Board this _____ day of _____, 2016.

WITNESSES:

HUNTER'S RIDGE OAKS COMMUNITY DEVELOPMENT
DISTRICT NO. 1, a local
unit of special purpose government established
pursuant to Chapter 190, Fla. Stat.

Signature

Print Name

Signature

Print Name

By: _____

Name: _____

Its: Chairman

Exhibit A. Property Boundary

Exhibit B. Enhanced Disclosure of District and Assessments.

PROPOSED FORM

(ACTUAL FORM WILL BE PREPARED BY BOND COUNSEL UPON ISSUANCE OF BONDS)

DECLARATION OF CONSENT TO JURISDICTION OF

COMMUNITY DEVELOPMENT DISTRICT AND

TO IMPOSITION OF SPECIAL ASSESSMENT

The undersigned, authorized officers of US Capital Alliance, LLC. (the "Landowner") and the sole owner of land described in Attachment 1 hereto (the "Property") and located within the boundaries of the District (hereinafter defined) intending that it and its successors in interest shall be legally bound by this Declaration, hereby declares; acknowledges and agrees as follows:

1. Hunter's Ridge Oaks Community Development District No. 1 (the "District") is, and has been at all times relevant hereto, a legally created, duly organized, and validly existing community development district under the provisions of Florida Statutes, Chapter 190, and Ordinance No. _____ enacted by the Board of County Commissioners of Flagler County, Florida on _____. The members of the Board of Supervisors of the District (the "Supervisors") and officers as constituted to and including the date of this Declaration were duly elected to their respective positions in accordance with all requirements of Federal and Florida law including the Constitution of the United States of America and of the State of Florida and has the authority and right to authorize, approve and undertake all actions of the District referred to herein.

2. The Landowner, its heirs, successors and assigns hereby confirm and agree that the special assessments imposed by the District pursuant to Resolution 2016-_____ (collectively, the "Assessment Proceedings") including any true up payments required to be paid pursuant to the adopted and approved assessment methodology, are valid, legal binding liens against the Land, coequal with the lien of all state, county, district and municipal taxes, superior in dignity to all other liens, titles, and claims until paid. The Landowner acknowledges and agrees that it was present at the meeting of the Board of Supervisors upon the adoption of the foregoing Resolution, that such meetings were properly noticed meetings of such Board, and further that it does hereby waive any irregularity in any notice which could be asserted as being applicable under provisions of Florida law in connection with the adoption of such Resolution.

3. The Landowner, its heirs, successors and assigns, hereby waive the right granted in Chapter 170.09, Florida Statutes to prepay the special assessments within thirty (30) days after the improvements are completed without interest, in consideration of limiting the amount of capitalized interest which was required to be borrowed by the District, thereby reducing the amount of the special assessments and in consideration of the rights granted by the District to prepay the special assessments in full at any time under the circumstances set forth in this resolution of the District levying the special assessments.

THE DECLARATIONS, ACKNOWLEDGEMENTS, AND AGREEMENTS CONTAINED HEREIN SHALL RUN WITH THE LAND DESCRIBED IN ATTACHEMENT 1 HERETO AND SHALL BE BINDING ON PROPERTIES AND ON ALL PERSONS (INCLUDING CORPORATIONS, ASSOCIATIONS, TRUSTS, AND OTHER LEGAL ENTITIES) TAKING TITLE TO ALL OR ANY PART OF THE LAND, AND THEIR SUCCESSORS IN INTEREST, WHETHER OR NOT THE LAND IS PLATTED AT SUCH TIME. BY TAKING SUCH PERSONS SHALL BE DEEMED TO HAVE CONSENTED AND AGREED TO THE PROVISIONS OF THIS DECLARATION TO THE SAME EXTENT AS IF THEY HAD EXECUTED IT AND BY TAKING SUCH TITLE SUCH PERSONS SHALL BE STOPPED FROM CONTESTING, IN COURT OR OTHERWISE, THE VALIDIDTY, LEGALITY, AND ENFORCEABILITY OF THIS DECLARATION OR OF ANY OF THE ORDINANCES, RESOLUTIONS, AGREEMENTS, DOCUMENTS, AND OTHER MATTERS DEALT WITH HEREIN.

Dated this ____ day of _____ 2016.

WITNESSES:

OWNER

By: _____

Name: _____

Name: _____

STATE OF FLORIDA

COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 2016,
by _____. He/she is personally known to me or has provided a valid driver's license as
identification.

Notary Public; State of Florida

Print name: _____

My commission expires: _____

My commission No. _____

Exhibit C. Draft Agreement between District and HOA.

INFRASTRUCTURE MAINTENANCE AGREEMENT

This Agreement is made and entered into by and between the **Hunter's Ridge Oaks Community Development District No. 1**, an independent unit of special purpose government established under Fla. Stat. §190, et seq., (the "CDD") and the **Hunter's Ridge Homeowner's Association of East Florida, Inc.**, a Florida non-profit corporation, (the "HOA") for the purposes set forth herein.

Statement of Purpose

The Hunter's Ridge development covers property that is in the general governmental jurisdiction of both Volusia and Flagler County. The portions of Hunter's Ridge in Volusia County were developed with public infrastructure that is owned and maintained by the City of Ormond Beach, Florida. Costs associated with the ownership and maintenance of portions public infrastructure associated with the Flagler County portions of the Hunter's Ridge project are an undue burden on the HOA. The CDD was established by Flagler County to finance and maintain public infrastructure that supports development of the real property located within the CDD's boundary. Portions of the public infrastructure that benefits the property within the CDD's boundary are currently maintained by the HOA and the parties' desire, through this Agreement, to establish a clear understanding of their respective costs and obligations relating to such public infrastructure.

1. **Incorporation of Statement of Purpose** – The Statement of Purpose is incorporated as part of this Agreement.
2. **Installation and Maintenance of Public Infrastructure Located within the CDD Boundary** – The CDD shall have primary responsibility for the costs associated with installing and maintaining the public infrastructure located within its boundaries (the "CDD Infrastructure"). The final public infrastructure to be financed, installed and maintained by or on behalf of the CDD will be established through the CDD's adoption of a capital improvement plan. The preliminary CDD Infrastructure is identified in the Statement of Estimated Regulatory Expenses attached as Exhibit A. It is the specific intent of the CDD and HOA that none of the costs associated with maintenance of the CDD Infrastructure will be borne by the HOA.
3. **Apportionment of Maintenance Costs for Flagler County Public Infrastructure Located Outside the CDD Boundary and within CDD Boundary** – Portions of the infrastructure located outside of the proposed CDD boundary and identified on attached Exhibit B is currently maintained by the HOA (the "Flagler Infrastructure"). The CDD and HOA agree that the cost of maintaining Airport Road between Hunter's Ridge Boulevard and the westerly intersection of Airport Road and the Volusia/Flagler County line, including associated street lighting, will be borne by the CDD. The CDD and HOA further agree that the costs associated with the ongoing maintenance of the Flagler Infrastructure, excluding the Airport Road section referenced in the previous sentence, should be apportioned among the property that is developed in Flagler County as a part of the overall development of Hunter's Ridge.

The CDD shall pay its pro-rata share of those costs, as determined by the ratio of the total number of lots located within the CDD to the overall number of lots approved for the Flagler County portion of the Hunter's Ridge development.

- a. *Method of Payment.* The HOA will present the CDD with periodic invoices for the costs it has incurred in connection with the maintenance of the Flagler Infrastructure. Within thirty (30) days of receipt of the invoices, the CDD will submit payment of its pro-rata share of the maintenance costs for the Flagler Infrastructure to the HOA.
- b. *Cooperation Regarding Apportionment of Future Maintenance Costs.* The CDD and HOA shall review and evaluate the pro-rata apportionment of the maintenance costs associated with the Flagler Infrastructure on or before June 30 of each year so that any adjusted maintenance costs can be included in the CDD's maintenance budget for the new fiscal year.

4. **Miscellaneous Provisions –**

- a. *Notice.* All notices required or permitted under this Agreement shall be in writing and hand-delivered or mailed to the following parties:

For the Hunter's Ridge HOA:

HOA President
100 Shadow Crossing Blvd.
Ormond Beach, FL 32174-2514

With Copies to:

Wright, Casey & Stowers
44 W. Granada Blvd.
Ormond Beach, FL 32174

For the Hunter's Ridge Oaks CDD No. 1:

Hunter's Ridge Oaks CDD No. 1
District Manager
Wrathell Hunt & Associates, LLC
6131 Lyons Rd.
Coconut Creek, FL 33073

With Copies to:

Booker & Associates, P.A.
District Counsel
1019 Town Center Dr.
Suite 201
Orange City 32763

- b. *Binding Effect.* This Agreement shall be binding upon and shall inure to the benefit of the CDD, the HOA and their respective successors and assigns.
- c. *Effective Date.* This Agreement shall become effective after its execution by the authorized representatives of both parties.
- d. *Governing Law and Venue.* The exclusive venue for enforcement or interpretation of this Agreement is the Circuit Court of the Seventh Judicial Circuit in and for Flagler County.

- e. *Non-Waiver.* The failure of either party to exercise any right shall not be considered a waiver of such right in the event of any further default or non-compliance.
- f. *Severability.* If any provisions of this Agreement shall be declared illegal, void or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.
- g. *Entire Agreement.* This Agreement contains all the terms and conditions agreed upon by the parties.
- h. *Construction.* This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this Agreement.

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IN WITNESS WHEREOF, the parties hereto attached their hands and seals on the dates set forth below.

WITNESSES:

**HUNTER'S RIDGE OAKS COMMUNITY
DEVELOPMENT DISTRICT NO. 1**, a local unit
of special purpose government established pursuant
to Chapter 190, Fla. Stat.

Signature

Print Name

Signature

By: _____

Its: Chairman

Print Name

Date: _____

STATE OF FLORIDA

COUNTY OF FLAGLER

Sworn to and subscribed before me this ____ day of _____, 2016, by
_____, as Chairman of the Hunter's Ridge Oaks Community Development District #1.
He / She is personally known to me or has produced a valid driver's license as identification.

Notary Public; State of Florida

Print Name: _____

My Commission Expires: _____

My Commission No. _____

WITNESSES:

HUNTER'S RIDGE HOMEOWNER'S
ASSOCIATION of EAST FLORIDA, a Florida
non-profit corporation

Signature

Print Name

Signature

By: _____

Its: President

Print Name

Date: _____

STATE OF FLORIDA

COUNTY OF VOLUSIA

Sworn to and subscribed before me this ____ day of _____, 2016, by
_____, as President of the Hunter's Ridge Homeowner's Association of East Florida,
Inc., a Florida corporation. He / She is personally known to me or has produced a valid driver's
license as identification.

Notary Public; State of Florida

Print Name: _____

My Commission Expires: _____

My Commission No. _____

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
PUBLIC HEARING / AGENDA ITEM # 25

SUBJECT: **QUASI-JUDICIAL** – Application #3047 – Application for Review in the PUD (Planned Unit Development) District for an Amendment to an Approved PUD Site Development Plan for the Hunter's Ridge Office Park Phase 1 PUD; Parcel Number: 22-14-31-0000-01010-0120; Owner: U.S. Capital HR, LLC; Applicant: Kimberly A. Buck, P.E., Alann Engineering Group, Inc.

DATE OF MEETING: December 5, 2016

OVERVIEW/SUMMARY: This request is quasi-judicial in nature (not legislative) and does require disclosure of ex parte communication. The above-captioned request was noticed for public hearing at the Board's December 5, 2016 regular meeting, following the Planning and Development Board's hearing on Tuesday, November 8, 2016; the Planning and Development Board recommended approval of the requested amendment. However, because of the condition placed on this application by the Board of County Commissioners as part of the September 7, 2016 request to extend the schedule and expiration date for this PUD linking the approval of this amendment not to occur until or in conjunction with the dedication and recording of the Airport Road Extension Final Plat, this request to amend the Hunter's Ridge Office Park Phase 1 PUD cannot proceed to the Board for consideration at this time. There are a few remaining issues related to the title and dedications for the Airport Road Extension Final Plat that were not completed prior to this meeting, but are expected to be resolved before the December 19, 2016 Board of County Commissioners meeting.

Staff requests that this item not be heard at the December 5, 2016 regular meeting, with the Board continuing the public hearing to a time and date certain – the Board's December 19, 2016 regular meeting at 5:30 p.m. – so as to preserve public notice. As has been the Board's policy in the past, the Board may request public comment from the public who had received public notice, who are in attendance at the December 5th meeting, and who wish to provide their comments for the public record; however, members of the public attending the December 5th meeting should be generally discouraged from providing their comments at this meeting since the applicant will not be present and no response to any comments received will be provided.

DEPT./CONTACT/PHONE #: Planning & Zoning / Adam Mengel / 386-313-4065

RECOMMENDATION: Request the Board open and continue the public hearing for the amendment to the PUD Site Development Plan for the Hunter's Ridge Office Park Phase 1 PUD to the Board's December 19, 2016 regular meeting at 5:30 p.m.


Craig M. Coffey, County Administrator


Date

**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
PUBLIC HEARING / AGENDA ITEM # 26**

SUBJECT: QUASI-JUDICIAL – Application #3046 – Application for Review in the PUD (Planned Unit Development) District for an Amendment to an Approved PUD Site Development Plan for the Hunter's Ridge Temporary RV Storage PUD; Parcel Number: 22-14-31-0000-01010-0110; Owner: U.S. Capital Alliance, LLC; Applicant: Kimberly A. Buck, P.E., Alann Engineering Group, Inc.

DATE OF MEETING: December 5, 2016

OVERVIEW/SUMMARY: This request is quasi-judicial in nature (not legislative) and does require disclosure of ex parte communication. The above-captioned request was noticed for public hearing at the Board's December 5, 2016 regular meeting, following the Planning and Development Board's hearing on Tuesday, November 8, 2016; the Planning and Development Board recommended approval of the requested amendment. However, because of the condition placed on this application by the Board of County Commissioners as part of the September 7, 2016 request to extend the schedule and expiration date for this PUD linking the approval of this amendment not to occur until or in conjunction with the dedication and recording of the Airport Road Extension Final Plat, this request to amend the Hunter's Ridge Temporary RV Storage PUD cannot proceed to the Board for consideration at this time. There are a few remaining issues related to the title and dedications for the Airport Road Extension Final Plat that were not completed prior to this meeting, but are expected to be resolved before the December 19, 2016 Board of County Commissioners meeting.

Staff requests that this item not be heard at the December 5, 2016 regular meeting, with the Board continuing the public hearing to a time and date certain – the Board's December 19, 2016 regular meeting at 5:30 p.m. – so as to preserve public notice. As has been the Board's policy in the past, the Board may request public comment from the public who had received public notice, who are in attendance at the December 5th meeting, and who wish to provide their comments for the public record; however, members of the public attending the December 5th meeting should be generally discouraged from providing their comments at this meeting since the applicant will not be present and no response to any comments received will be provided.

DEPT./CONTACT/PHONE #: Planning & Zoning / Adam Mengel / 386-313-4065

RECOMMENDATION: Request the Board open and continue the public hearing for the amendment to the PUD Site Development Plan for the Hunter's Ridge Temporary RV Storage PUD to the Board's December 19, 2016 regular meeting at 5:30 p.m.


Craig M. Coffey, County Administrator


Date

**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
PUBLIC HEARING / AGENDA ITEM # 27**

SUBJECT: **QUASI-JUDICIAL** – Consideration of an Order to Rescind Notice of Noncompliance Pursuant to Florida Statute 380.06 for Hunter's Ridge Development of Regional Impact (DRI)

DATE OF MEETING: December 5, 2016

OVERVIEW/SUMMARY: As the Board may be aware, development within the majority of the Hunter's Ridge Development of Regional Impact (DRI) has been suspended for several years due to the County's determination that the Hunters Ridge Project was not in compliance with the requirements set forth in the DRI Development Order (D.O.) for the project. The areas of noncompliance were set forth in the *Notice of Noncompliance Pursuant to Florida Statute 380.06* as approved by the Board of County Commissioners on August 20, 2012 and recorded at Official Records Book 1888, Page 1208, Public Records of Flagler County, Florida. Over the past several months, representatives of the master developer have been meeting with County staff to work through the noncompliance issues. Through these meetings, a series of Agreements and legal instruments have been developed to resolve the noncompliance issues. Execution of these Agreements and legal instruments and recording of these respective documents in the public records will resolve the noncompliance issues. Once the noncompliance issues are fully resolved, the County will then record the Order Rescinding the Notice of Noncompliance Pursuant to Florida Statute 380.06. A draft of the rescinding order is attached for the Board's approval as to form and substantial completeness, as is also the case for each of the attached Agreements and legal instruments.

A detailed analysis of each of the noncompliance issues is provided in the attached Technical Staff Report. Public notice of this public hearing has been provided consistent with Section 2.07.00 of the Flagler County Land Development Code and Section 380.06, Florida Statutes, through first-class mailed notice provided to each parcel owner of record located within the Flagler County portion of the Hunter's Ridge DRI.

DEPT./CONTACT/PHONE #: Planning & Zoning, Adam Mengel (386) 313-4065

RECOMMENDATION: Request the Board: 1) approve the Order to Rescind the Notice of Noncompliance Pursuant to Florida Statute 380.06 and the substantial form of the following Agreements and legal instruments; 2) authorize the County Administrator and County Attorney to approve minor amendments to the Agreements and legal instruments as they may deem necessary to effectuate the Board's intent; 3) authorize the County Administrator and County Attorney to proceed with scheduling a closing at such time as they determine that the Agreements and legal instruments are finalized; and 4) authorize the Chair to execute the Agreements and legal instruments required for the closing, as determined by the County Administrator and County Attorney.

The approval of the Order to Rescind the Notice of Noncompliance is expressly contingent upon: 1) the issuance of a Conceptual Permit and Management Plan by the St. Johns River Water Management District, in a form as approved by the County Administrator; 2) the approval and execution of the Agreements and legal instruments, in the substantial form as attached, subject to minor revisions as approved by the County Administrator and the County Attorney; 3) the approval and execution of all closing documents, releases, certificates, affidavits and disclosures as may be deemed necessary by the County Attorney; 4) the approval of the

Closing Statement and Pro Forma Title Insurance Policies by the County Attorney; and 5) the payment of all recording costs, documentary stamp taxes and title insurance premiums by the Developer. The Order to Rescind the Notice of Noncompliance shall not be effective until the Order is recorded by Flagler County in the Official Records of Flagler County, Florida.

The Agreements and legal instruments are as follows:

1. Conservation Easement
2. Assignment of Rights
3. 40 Grade Easement
4. Warranty Deed for Conservation Area and Regional Parks
5. Warranty Deed for Public Safety Site
6. Conservation Area Agreement
7. Temporary Access Easement
8. Order to Rescind the Notice of Non Compliance

ATTACHMENTS:

1. Technical Staff Report
2. Order to Rescind *Notice of Noncompliance Pursuant to Florida Statute 380.06*
3. Public Notice
4. Conservation Area Agreement
5. Conservation Easement
6. Assignment of Rights and Licenses
7. 40 Grade Easement
8. Warranty Deed for Conservation Area and Regional Park
9. Warranty Deed for Public Safety Site
10. Temporary Access Easement



Craig M. Coffey, County Administrator

30 Nov 2016

Date

11/28/2016 Requested by Planning and Zoning, Adam Mengel
12/01/2016 Electronically Approved by Deputy County Administrator, Sally Sherman

TECHNICAL STAFF REPORT ORDER TO RESCIND HUNTER'S RIDGE DRI NOTICE OF NONCOMPLIANCE

This Technical Staff Report (TSR) follows the order of the noncompliance items provided in the *Notice of Noncompliance Pursuant to Florida Statute 380.06* (hereafter "Notice of Noncompliance"). Sections 1 through 7 below correspond to the seven noncompliance issues, with the last section, Section 8, reserved for other issues related to development within Hunter's Ridge. References for each item are from the current Development Order (D.O.) adopted through Resolution No. 2010-61 and recorded at Official Records Book 1803, Page 648, Public Records of Flagler County, Florida (hereafter "DRI Development Order").

1. Conservation/Regional Park Area (D.O. Sec. IV.7.)

The Conservation/Regional Park Area is approximately 1,978 acres in size and predominantly lies within Sections 16 and 21, Township 14 South, Range 31 East (hereafter "Conservation Park Area"). This Conservation Park Area lies North of the Flagler-Volusia County line, South of Strickland Road (a/k/a Durrance Lane in Volusia County), and West of the portion of the Hunter's Ridge DRI intended for development. This Conservation Park Area was originally described in the *Joint Stipulation of the Florida Audubon Society, Florida Georgia Venture Group, Flagler County, and City of Ormond Beach*, dated December 6, 1990 and incorporated into the original Stipulated Flagler County Development Order dated December 14, 1990 as Exhibit "B-B" (hereafter "Joint Stipulation"). The Joint Stipulation settled a challenge to the DRI (State of Florida Division of Administrative Hearings Case No. 90-3409DRI and No. 90-3410DRI) and provided for the conveyance through Fee Simple Warranty Deed of the Conservation Park Area of an undivided one half interest to the St. Johns River Water Management District and to Flagler County and the City of Ormond Beach for each respective portion of the Conservation Park Area lying within each jurisdiction. The Joint Stipulation arguably provided for the conveyance to occur upon execution of the Joint Stipulation by the parties; however, the conveyance of the Conservation Park Area never occurred.

The Joint Stipulation provided specific restrictions over the use of the Conservation Park Area:

"The use and management of the lands conveyed shall be exclusively for the maintenance, preservation, and restoration of the native upland and wetland ecosystems historically existent on the property and use for compatible environmental education activities and passive recreational activities. No use for any purpose other than those specified above shall be permitted. Any development activities, waste disposal, excavation, filling, well drilling, construction, (other than the excavation and filling necessary to restore the natural hydroperiod of the area and limited construction of environmental education facilities such as nature trails and boardwalks) shall be strictly prohibited. Passive Recreation, as used herein shall mean hiking, birdwatching, nature study, fishing, and like activities that do not require the construction of facilities otherwise prohibited by the conservation easement. The use, or possession of off road vehicles, such as all terrain motorcycles, swamp or dune buggies by members of the public will be strictly prohibited on the property." (Section 2(a) of the Joint Stipulation, in part).

According to the Joint Stipulation, after conveyance, but within either six months of the final action by the Florida Land and Water Adjudicatory Commission on the appeal of the DRI or the issuance of a Development Order by either the City of Ormond Beach or Flagler County, whichever occurred later, the original developer – Florida-Georgia Venture Group – was to complete, in

TECHNICAL STAFF REPORT
ORDER TO RESCIND HUNTER'S RIDGE DRI NOTICE OF NONCOMPLIANCE

coordination with the St. Johns River Water Management District, a plan for the restoration of the natural hydroperiod within the Conservation Park Area. Then within one year of the completion of the restoration plan, all construction elements related to the plan were to be completed by the developer in cooperation with the St. Johns River Water Management District. The restoration plan and its related construction elements were never completed.

Finally, as it related to the restoration plan, the Joint Stipulation provided for mitigation credits to be provided to the developer on an "acre per acre basis" and provided that "credits obtained within the jurisdiction of one local government shall not transfer to the other, unless otherwise provided by law." (Section 6 of the Joint Stipulation, in part). Since no restoration plan was ever completed and no related construction elements occurred, no mitigation credits were made available.

Subsequent amendments to the D.O. continued to require conveyance of the Conservation Park Area consistent with the Joint Stipulation, continuing through to the DRI Development Order:

"As shown on Map H, this [Conservation Park] Area consists of approximately 1,978 acres and shall be conveyed by warranty deed no later than January 1, 2012 or final issuance of State and Federal mitigation permitting by applicable agencies having jurisdiction over the DRI Property, whichever occurs later. The date of conveyance may be advanced or delayed through the mutual agreement of the County and the [St. Johns River Water Management] District without any amendment to this D.O. requiring an NOPC [Notice of Proposed Change], so long as the date of conveyance does not adversely impact the Developer or the Developer's ability to obtain the entitled mitigation credits as provided for in the Joint Stipulation." (Section IV.7. of the DRI Development Order).

As determined by the County in August 2012 in the Notice of Noncompliance, the Conservation Park Area had not been conveyed and the successor development entities which included Hunter's Ridge Residential Golf Properties, Inc., Hunter's Ridge Golf Company, Inc., and Hunter's Ridge Timber Company, Inc. had not made sufficient progress towards obtaining final permitting from the applicable agencies. In the meantime, three conservation easements (as required by the St. Johns River Water Management District to offset wetland impacts) had been placed over a portion of the Conservation Park Area without the County's consent. Finally, property taxes had not been paid, and a Tax Certificate had been issued, impacting the County's future property rights. The County sought preservation of its rights related to the Conservation Park Area through the Joint Stipulation and the DRI Development Order by implementing the Notice of Noncompliance.

In the time since the adoption of the Notice of Noncompliance per the notice, development was only allowed to continue within Phase 1A of the Hunter's Ridge DRI, which is the area located South of Airport Road in the Flagler County portion of the DRI. In the last year, the three Hunter's Ridge companies have been consolidated into a single entity, now known as U.S. Capital Alliance, LLC. (the "Developer") With renewed interest in development of the lands North of Airport Road, the Developer has been working with County staff for over a year now on resolving the Notice of Noncompliance.

The primary issue in these discussions has been the development of the Conservation Park Area Agreement (hereafter "Agreement") providing for the conveyance of the Conservation Park Area

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ORDER TO RESCIND HUNTER'S RIDGE DRI NOTICE OF NONCOMPLIANCE

to the County, while ensuring that the Developer has mitigation available (consistent with the Joint Stipulation and the DRI Development Order) for future development within Hunter's Ridge.

This Agreement is part of the documents for the Board's review. Highlights of the Agreement provide for:

- the Developer to complete mitigation activities consistent with a Conceptual Permit approved by the St. Johns River Water Management District;
- the County's consent to future Wetland Permits and conservation easements required by the St. Johns River Water Management District;
- the Developer to complete a Hydroperiod Restoration Plan, if deemed necessary by the permitting agencies;
- the use by the County of \$300,000 paid by the Developer for Conservation Park Area enhancements;
- the ability for the Developer to complete enhancement or restoration activities to increase available mitigation credits (referenced as "Lift Projects"), provided that these activities receive the prior written consent of the County Administrator;
- the potential for the excavation by the Developer of a 20 acre borrow pit within the North section of the Conservation Park Area (providing it is deemed consistent with the Joint Stipulation);
- a temporary access easement provided to the Developer for activities related to Wetland Permits;
- mitigation credits, including the assignment of mitigation credits to the County for development of the Regional Park Area;
- recognition that the St. Johns River Water Management District has declined their undivided one-half interest in the Conservation Park Area, but reserving the ability for the District to seek this conveyance in the future;
- providing for conditions prior to commencing work on site;
- providing for future amendments to the Joint Stipulation;
- providing for the termination on January 1, 2032 of the Developer's right to consent; and
- related provisions recognizing the validity of these parties to enter into this Agreement, the binding of successors and assigns, amendments, waiver to jury trial, and similar provisions as are made within similar agreements.

2. Assignment of Conservation/Regional Park Area (Timber/Hunting/Equestrian) Rights (D.O. Sec. IV.7.c.)

The Notice of Noncompliance recognized the failure by the Developer to transfer and assign the hunting, equestrian, and silviculture (timber) rights to the County. As provided in the DRI Development Order, these rights were to be transferred in a form acceptable to the County within forty-five (45) days of approval of the DRI Development Order, on or before December 30, 2010, or to provide a lawful reason why the transfer should not take place. The transfer and assignment of these rights never occurred.

The DRI Development Order remained consistent with the requirements of the Joint Stipulation. The Joint Stipulation provided for the reservation of certain rights to the Developer, referenced in the Joint Stipulation as deed restrictions, and with enforcement rights to be reserved to the Florida

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Audubon Society through any successive conveyance document. These rights specifically included timber, equestrian, and hunting rights.

In the Joint Stipulation, following an initial cut and harvest to restore the natural hydroperiod "to a wetland state that will no longer facilitate the cultivation and harvest of pine" (Section 4 of the Joint Stipulation, in part), timbering activities were to limit:

"pine silvicultural practices to only those compatible with the restored hydroperiod of the area, and which provide a maximization of wildlife benefits, as determined by the St. Johns River Water Management District." (Section 4 of the Joint Stipulation, in part).

Equestrian rights, as provided in the Joint Stipulation, were addressed generally and without specificity as to the nature of the use:

"Florida Georgia, its heirs, successors and assigns shall retain the right to (in a manner approved by the St. Johns River Water Management District), to conduct equestrian activities on the lands conveyed to the district." (Section 5 of the Joint Stipulation, in part).

Limited hunting rights were likewise identified and reserved to the Developer through the Joint Stipulation:

"The hunting rights to the property shall be retained by Florida Georgia, its heirs, successors, and assigns, for deer and feral hogs only." (Section 5 of the Joint Stipulation, in part).

Where the Joint Stipulation identified these retained rights, it was through the DRI Development Order that the transfer and assignment of the Developer's rights was given a timeframe for completion. Even though the District will not retain an ownership interest in the Conservation Park Area as now proposed, the District will retain limited jurisdiction over these activities through their Conservation Easement. A separate document, the Assignment of Rights and Licenses (hereafter "Assignment"), has been prepared to convey these rights from the Developer to the County. While these rights are not particularly critical to the County in and of themselves, the control of these rights within the Conservation Park Area is critical to the County's management: the silviculture rights allow the County to recover some of the expenses related to the development of the Conservation Park Area with passive recreation; the equestrian rights allow trail riding to occur as part of the passive recreation; and the hunting rights, limited only to deer and feral hogs, allow for long-term species management. The Agreement mentions these rights to clarify the County's and the Developer's mutual understanding of these rights, the need for assignment, and the mechanism for assignment through the Assignment document. The Assignment is part of those documents which will be executed and recorded as a precondition to the recording of the Order releasing the Notice of Noncompliance.

3. Unauthorized Timber Harvesting (D.O. Sec. IV.7.c.)

The Joint Stipulation contemplated assignment of timber rights, subject to any restrictions imposed by the St. Johns River Water Management District, to the Developer. The DRI Development Order provided for the proceeds from the initial cut and harvest of two hundred (200)

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acres by the County to be provided to the Developer. In April 2011, the Developer completed an unauthorized timber cut, the extent of which was estimated by County staff following the discovery of the cut. Through the Notice of Noncompliance, the County sought either:

- the waiver by the Developer of any additional proceeds associated with the County's initial 200 acre cut; or, alternatively
- the remittance by the Developer of mill receipts from the April 2011 timber cut, together with an additional fifty percent (50%) remittance based on the mill receipts and reimbursement of the County's timber report expenses.

Through the Assignment, the Developer waives any rights to additional proceeds associated with the County's timbering activities within the Conservation Park Area. The Agreement and the Conservation Easement include, as these relate to the timber rights, the recognition of the need for timbering to occur as part of wetland restoration projects related to wetland credits available through the District's conceptual permitting process. Through the Agreement and the Conservation Easement, all timbering activities in the Conservation Park Area will be completed by the County.

4. Access Easement on 40 Grade within Conservation/Regional Park Area (D.O. Sec. IV.7.f.3.)

The DRI Development Order required conveyance to the County by the Developer of an easement through the Conservation Park Area which would provide the County with access from State Road 40 to the South up to Strickland (a/k/a Durrance) Road from the North.

The County has sought its own access easement to be assigned by the Developer prior to conveyance of the Conservation Park Area. This Grant of Easement (hereafter "Easement") mirrors the text of previous documents: the Easement does not extend outside of the boundary of previous legal descriptions. The easement through the Conservation Park Area, run North and South between State Road 40 in Volusia County and Strickland Road in Flagler County and generally run along the section line bisecting the Conservation Park Area into its East and West halves. It should be noted that this same easement has been previously conveyed to several individuals through separate documents recorded in the public records of both Flagler and Volusia County which may create some issues with the County controlling public access in some areas of this property without additional barriers/control.

5. Trailhead/Park Parcel (D.O. Sec. III.5.)

Through the DRI Development Order, the Developer was to provide a 45 acre regional park site (hereafter "Regional Park Area") adjoining the Conservation Park Area to serve as a trailhead. In its proposed location, the Regional Park Area had about 10 acres of developable upland; to accommodate all the proposed amenities, a minimum of 18 upland acres was deemed necessary. The DRI Development Order required the conveyance of the Regional Park Area by April 1, 2011, with mitigation included in the Developer's master mitigation plan to be completed by January 1, 2012. Neither the conveyance nor the master mitigation plan was completed.

A Warranty Deed has been prepared by the Developer for conveyance of the Regional Park Area parcel to the County. In addition, as part of the Conceptual Permit through the St. Johns River Water Management District, the Agreement provides for a total of three State wetland mitigation credits and three Federal wetland mitigation credits to be assigned to the County from the initial

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release of mitigation credits by the St. Johns River Water Management District and the U.S. Corps of Engineers, respectively.

6. Road Maintenance Site (D.O. Sec. IV.14.)

Following adoption of the DRI Development Order, all roads within the Hunter's Ridge DRI were to be private roads, but with perpetual, non-exclusive public access. It was anticipated that the County would maintain the roadway network within Hunter's Ridge through a special assessment district like a Municipal Service Taxing Unit (MSTU). To facilitate the County's maintenance, the DRI Development Order provides for a 22.5 acre County road maintenance and utility site or, alternatively, if the Developer forms a private road maintenance entity, no road maintenance site would be necessary. The Developer had provided the County with a deed conveying this site – along with other public use parcels – but these were encumbered with a mortgage and unpaid taxes preventing the recording of the conveyance.

The Developer is now taking steps to create a Community Development District (CDD) – identified as the Hunter's Ridge Oaks Community Development District No. 1 – as the private road maintenance entity for development within the Flagler County portion of Hunter's Ridge located North of Airport Road. With the County's consent to this CDD through a separate agenda request also on today's agenda, the CDD will complete its first step towards creation. Once the CDD is created, the conveyance of a County road maintenance site would be rendered unnecessary.

7. Public Safety Site – Fire Protection/EMS Site (D.O. Sec. III.2.a.)

Like the conveyance of the proposed County road maintenance and utility site, the Developer provided a deed to the County for a 6.21 acre public safety site. This site, like the proposed maintenance and utility site, was encumbered with a mortgage and unpaid taxes, and ultimately was determined by the County not to be optimal for development as a fire station. Through the DRI Development Order, was to provide a deed conveying an alternative site consisting of a minimum of five (5) upland acres within Cluster A of Phase 1B, with direct road access, and conditioned upon acceptance by the County.

The Developer has provided a Warranty Deed proposing the conveyance of Parcel O in Phase 1B as the Public Safety Site. This parcel has direct frontage on Airport Road and is located East of the intersection of Hunter's Ridge Boulevard and Airport Road at the roundabout. This site has been evaluated by County staff and has been deemed to be consistent with the DRI Development Order requirements.

8. Other issues

Through the County's discussions with the Developer related to rescinding the Notice of Noncompliance through the Agreements and legal instruments, other issues were mentioned. To reduce the cost of development of the next phase of Hunter's Ridge, the Developer requested that a 20 acre borrow pit be allowed within the Conservation Park Area. Due to the timing of this request, the borrow pit was removed from consideration as part of the Conceptual Permit and Conservation Easement through the St. Johns River Water Management District. As provided in the Agreement, this borrow pit would be located adjacent to an existing pond in the northwest quadrant of the Conservation Park Area, directly accessible from the 40 Grade Easement. The timing of the permitting associated with the borrow pit would be completed by February 1, 2017,

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with all excavation and reclamation to occur with 365 days after initiating construction. Prior to the approval of any excavation activities the County and Developer must agree upon an excavation plan, which will be required to include a haul route, detailed excavation plans and a reclamation plan. In addition, the Developer will be required to post financial security in an amount, and in a form, acceptable to the County. Further, such excavation activities are contingent upon the County's determination that such proposed activities are consistent with the requirements of the Joint Stipulation.

Finally, the Developer requested that due to the unique nature of the conveyance of the Conservation Park Area, its size and intended use, that the Area be named by the County after the Developer in recognition of the conveyance. County staff, in countering this request, identified the conveyance requirement as provided in the Joint Stipulation: the conveyance is not extraordinary, but was contemplated from the onset of development of the Hunter's Ridge DRI as a trade-off for development rights elsewhere within the project limits. County staff additionally noted the Board's 2015 Facility Naming Policy and its limitations. As an alternative, County staff has suggested the placement of an information kiosk within the Conservation Park Area acknowledging the work of Mr. Feker in preserving the property for the enjoyment of future generations of residents within Hunter's Ridge and in Flagler County vs. actual naming which County staff will not be recommending.

Attachment 2

Conservation Park Area Agreement dated [____], 2016, between Grantor and Grantee. Grantee shall have the right to travel over, across and along the Property by means of existing roads and trails which Grantee may improve from time to time, providing such improvements are authorized by the Permit.

3. Maintenance and Use. Grantee shall keep the Property in good condition and repair and shall not allow the Property to be used for any unlawful purpose. Grantee shall comply with all applicable governmental laws, ordinances, rules and regulations while using the Property for the purposes granted herein. Grantee shall not dispose of any contaminants including, but not limited to, hazardous or toxic substances, on the Property or in any manner not permitted by law. Grantee shall notify Grantor immediately in the event that Grantee has actual knowledge or any environmental problems on the Property, and Grantee shall be liable for all costs associated with any clean-up of the Property that is the result of Grantee's operations and use of the Property.

4. Damage. Grantee will repair any damage to the Property, to the extent such damage is caused by Grantee or its contractors, subcontractors, employees or agents.

5. Listed Species Protection. Grantee shall be responsible for avoidance of impacting any state or federally listed threatened or endangered species including plant and animal species on the Property wherever feasible. Grantee agrees to minimize impacts to the existing groundcover within the Property by utilizing a single path, when practical, for traversing the area with equipment traffic in conjunction with its performance of the Permit requirements. If avoidance is not feasible, Grantee shall be responsible for any litigation arising from impacts to the listed species.

6. No Dedication. No right of access by the general public to any portion of the Property is conveyed by this Easement.

7. Assignment. This Agreement shall not be assigned, in whole or in part, without the prior written consent of Grantor, which consent may not be unreasonably conditioned, withheld or delayed. Any Assignment made, either in whole or in part, without the prior written consent of Grantor, shall be void and without legal effect.

8. Indemnification/Release. Grantee shall indemnify, defend, and save and hold harmless Grantor, its board members and employees, from and against any and all third party claims for damages, loss, expense, liability, injury, or costs, including but not limited to reasonably attorney's fees, relating to personal injury or death of persons and/or property damage, to the extent caused by or arising directly, indirectly or proximately from: (1) the acts or omissions of the Grantee, its agents, employees, contractors or subcontractors in connection with the use of the Property, (ii) the performance or non-performance of any term, condition, covenant or provision of this Agreement by Grantee, its agents, employees, contractors, or subcontractors; or (iii) activities conducted with respect to the Property by Grantee, its agents, employees, contractors, or subcontractors, including but not limited to, the construction, operation or maintenance of the Property. In the event Grantor brings suit, including appeals, to enforce any of the provisions of this Agreement, Grantor shall be entitled to recover from Grantee all reasonably attorney's fees, and costs, incurred by Grantor.

9. Duration. This Easement shall remain in full force and effect until the requirements of Conceptual Permit No. [insert permit no.] that relate to the Property are successfully completed (as indicated in writing by Grantee) or on January 1, 2032 (whichever date is earlier), unless otherwise extended in writing by Grantor and Grantee. This Easement may be amended, altered, released or revoked only by written agreement between the parties hereto or their heirs, assigns or successors-in-interest, which shall be filed in the public records in Flagler County, Florida.

10. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. The Parties agree to first attempt to settle any dispute arising out of or in connection with this Agreement by good faith negotiation. If the Parties are unable to resolve amicably any dispute arising out of or in connection with this Agreement, each shall have all remedies available at law or in equity.

11. Recording. Grantee, at its own expense, shall record this fully executed Agreement in its entirety in the Public Records of Flagler County, Florida.

12. Counterparts. This Agreement may be executed in separate counterparts, each of which is an original, and all of which together constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned has signed and executed this Agreement on the respective date under its signature:

FLAGLER COUNTY BOARD OF COUNTY
COMMISSIONERS, FLORIDA

_____, Chair

Date: _____

Execution of this Agreement was authorized by the
Board of County Commissioners at its public meeting
held on: _____

ATTEST:

Gail Wadsworth, Comptroller and Clerk
to the Board

APPROVED AS TO FORM:

Al Hadeed, County Attorney

IN WITNESS WHEREOF, the Grantor has set its hand and seal the day and year first above written.

Signed, sealed and delivered
in our presence:

U.S. Capital Alliance, LLC, a Florida limited liability
company,

By: _____
Allan Feker, Manager

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

On _____, 2016 before me, _____,
personally appeared _____, who
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A

[INSERT LEGAL DESCRIPTION FOR CONSERVATION PARK AREA]

Please return to:

Albert J. Hadeed
County Attorney
1769 E. Moody Blvd. Bldg 2
Bunnell, FL 32110

Recording Office: Please index under Hunter's Ridge
Residential Golf Properties, Inc., Hunter's Ridge Golf
Company, Inc., Hunter's Ridge Timber Company, Inc., US
Capital Alliance, LLC, and US Capital HR, LLC

ORDER TO RESCIND NOTICE OF NONCOMPLIANCE PURSUANT TO FLORIDA STATUTE 380.06

The Board of County Commissioners conducted a public hearing in regular session on December 5, 2016 and, having considered the testimony and evidence in the record presented by Flagler County staff and the parties, written documents on of record, and comments made during the public hearing portion of the proceedings, determined that the noncompliance issues listed in the *Notice of Noncompliance Pursuant to Florida Statute 380.06*, recorded at Official Records Book 1888, Page 192, and re-recorded at Official Records Book 1888, Page 208, both in the Public Records of Flagler County, Florida (collectively, the "*Notice of Noncompliance*"), have now been resolved by US Capital Alliance, LLC, a Florida limited liability company (the "Developer") (formerly Hunter's Ridge Residential Golf Properties, Inc., Hunter's Ridge Golf Company, Inc., and Hunter's Ridge Timber Company, Inc.).

Release of Stay of Development Activity – Upon the recordation of this Order, the stay imposed by the *Notice of Noncompliance* on further approvals of any development and/or permits within the Hunter's Ridge Development of Regional Impact in Flagler County outside of Phase 1A is hereby released and rescinded. This Order does not otherwise release the Hunter's Ridge Development of Regional Impact from compliance with all relevant requirements of the Flagler County Comprehensive Plan, Land Development Code, the Development of Regional Impact Development Order, or any other regulations and agreements related to the project.

Transmittal – Upon the recordation of this Order, a copy shall be transmitted to the Developer, the Florida Department of Economic Opportunity, the Northeast Florida Regional Council, Volusia County, and the City of Ormond Beach.

Recording - This document shall be recorded in the Public Records of Flagler County, Florida.

IN WITNESS WHEREOF, the Chair has issued this Order on behalf of the Board of County Commissioners as of the ____ day of _____, 2016.

FLAGLER COUNTY

BY: Nate McLaughlin, Chair
Board of County Commissioners

Approved as to form and legality.

ATTEST:

Gail Wadsworth, Clerk of the
Circuit Court and Comptroller

Al Hadeed, County Attorney

DRAFT

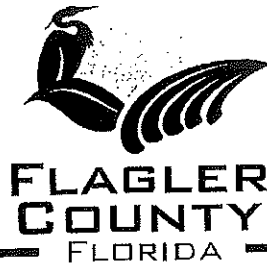
EXHIBIT "A"

All of Sections 15, 16, 17, 20, 21, and 22, Township 14 South, Range 31 East, located within Flagler County, Florida, and described collectively as the Hunter's Ridge Development of Regional Impact (DRI), except those portions of the Hunter's Ridge DRI identified within Phase 1A as specifically described in Table 2 of Exhibit A, and as depicted on Map "H," Exhibit 1 of Exhibit A, both of Resolution No. 2010-61, as recorded in Official Records Book 1803, Page 648, Public Records of Flagler County, Florida.

DRAFT

Planning and Zoning

1769 E. Moody Blvd Bldg 2
Suite 105
Bunnell, FL 32110



Attachment 3

www.flaglercounty.org

Phone: (386)313-4009

Fax: (386)313-4109

BY CERTIFIED MAIL 7015 0640 0005 0341 6554

November 16, 2016

Kim C. Booker
US Capital Alliance, LLC
US Capital HR, LLC
1019 Town Center Drive
Orange City, FL 32763

RE: NOTIFICATION OF CONSIDERATION OF ORDER TO RESCIND
NOTICE OF NONCOMPLIANCE PURSUANT TO FLORIDA STATUTE 380.06
HUNTER'S RIDGE DEVELOPMENT OF REGIONAL IMPACT (DRI)

Dear Ms. Booker:

This letter serves as notification of a public hearing before the Flagler County Board of County Commissioners (BOCC) to consider rescinding the *Notice of Noncompliance Pursuant to Florida Statute 380.06* for the Hunter's Ridge Development of Regional Impact (DRI). This public hearing will be held on December 5, 2016 at 9:30 a.m. or as soon thereafter as the matter may be heard. The meeting will take place in the County Commission Chambers within the County's Government Services Building located at 1769 East Moody Boulevard, Building #2, in Bunnell, Florida.

As you are aware, the Flagler County portion of the Hunter's Ridge development is currently implemented through the Development Order recorded on February 1, 2011 at Official Records Book 1803, Page 648, Public Records of Flagler County, Florida. In 2012, Flagler County staff conducted a review of the project and determined that the Developer had failed to comply with significant obligations set forth in the Development Order and, further, that the noncompliance had occurred over an extended period of time. On August 21, 2012, the BOCC issued the *Notice of Noncompliance Pursuant to Florida Statute 380.06*, recorded at Official Records Book 1888, Page 1208, Public Records of Flagler County, Florida, which suspended issuance of permits or approvals or extensions of services within the area of Hunter's Ridge outside of Phase 1A.

The purpose of the public hearing is to provide the BOCC with an opportunity to evaluate the status of each of the noncompliance issues and to determine whether the items have been resolved, or can be resolved through additional actions and agreements by and between the parties. In the event a determination is made that the noncompliance issues have been resolved, an Order will be entered by the BOCC to rescind the *Notice of Noncompliance*. Copies of the staff report and associated documents related to this matter will be available in advance

District 1
Charles Ericksen, Jr.

District 2
Frank Meeker

District 3
Barbara Revels

District 4
Nate McLaughlin

District 5
George Hanns

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of the public hearing at the County Administration office on the 3rd Floor of the County's Government Services Building at 1769 East Moody Boulevard in Bunnell.

A copy of this letter is being provided to interested parties so that they may comment on these matters should they desire to do so. Written comments may be submitted prior to the public hearing by U.S. Mail or facsimile transmission directed to the letterhead address or fax number listed above, or by e-mail at amengel@flaglercounty.org.

Should you have any questions regarding this matter, please do not hesitate to contact me.

Sincerely,



Adam Mengel, AICP
Planning Director

Attachment

cc: Craig Coffey, County Administrator
Al Hadeed, County Attorney
US Capital Alliance, LLC
US Capital HR, LLC
Hunter's Ridge Golf Company, Inc.
Hunter's Ridge Loan Group, LLC
Hunter's Ridge Residential Golf Properties, Inc.
Hunter's Ridge Timber Company, Inc.
Plum Creek Timberlands, LP
Southeast Carbon Management, LLC
BADC Huntington Communities, LLC (owner within Phase 1A)
Ernest R. and Delores V. Barclay (owner within Phase 1A)
Robert and Heather Caliendo (owner within Phase 1A)
Anthony and Shannon Campana (owner within Phase 1A)
City of Ormond Beach (owner within Phase 1A)
Al and Marilou Cook (owner within Phase 1A)
Michael and Melissa DeBusk, Trustees (owner within Phase 1A)
Anthony T. Dinizo, Jr., and Helene C. Dinizo (owner within Phase 1A)
John J. and Katherine D. Dockery (owner within Phase 1A)
Flagler County Board of County Commissioners (owner within Phase 1A)
Timothy J. and Ginette Foli (owner within Phase 1A)
Gallery Homes of DeLand, Inc. (owner within Phase 1A)
Janet Haydok (owner within Phase 1A)
James Lee Hodak, Sr., and Carol L. Hodak (owner within Phase 1A)

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cc (continued):

David L. and Elaine K. Hoehn (owner within Phase 1A)
Hunters Ridge Homeowners Association of East Florida, Inc. (owner within Phase 1A)
Evan and Stephanie Jones (owner within Phase 1A)
Joel Daniel and Georgette King (owner within Phase 1A)
Neal and Carly Krajewski (owner within Phase 1A)
Landon Homes, LLC (owner within Phase 1A)
S & T Development of Volusia (owner within Phase 1A)
Dong P. and Hao Hguyen Tran (owner within Phase 1A)
TRG CFG Project II, LLC (owner within Phase 1A)
Vanacore Homes, Inc. (owner within Phase 1A)
Vintage Estate Homes, LLC (owner within Phase 1A)
Stigbea and Elizabeth White (owner within Phase 1A)
Ronald F. and Tracey L. Yoder (owner within Phase 1A)
James J. and Elizabeth A. Ziebarth (owner within Phase 1A)
Ric Goss, City of Ormond Beach
Clay Ervin, Volusia County
Superintendent Jacob Oliva, Flagler County School District
Geoff Sample, St. Johns River Water Management District
Donna Harris, Florida Department of Economic Opportunity
Ed Preston, Northeast Florida Regional Council
Hope Goeman, Florida Department of Transportation

CONSERVATION PARK AREA AGREEMENT

THIS AGREEMENT is made this [Insert] day of [Insert], 2016 (the "Effective Date") by and between Flagler County, a political subdivision of the State of Florida, whose address is 1769 E. Moody Blvd., Building 2, Bunnell, Florida 328110 (the "County") and U.S. Capital Alliance, LLC, a Florida limited liability company, whose address is 880 Airport Road, Suite 113, Ormond Beach, Florida 32174, and its successors and/or assigns (the "Developer"). Together the County and the Developer may be referred to as the "Parties."

WITNESSETH:

WHEREAS, simultaneously herewith the Developer has conveyed to the County a conservation park area consisting of approximately 1,978 acres, as more specifically described in Exhibit "A", attached hereto and incorporated herein by reference (the "Conservation Park Area"); and

WHEREAS, the Conservation Park Area is governed by that certain Development of Regional Impact Development Order, dated November 15, 2010, adopted by the Flagler County Board of County Commissioners (the "County Commission") pursuant to Resolution No. 2010-61, as recorded in Official Records Book 1803, Page 648, *et. seq.*, in the Public Records of Flagler County, Florida, as may be amended from time to time (the "DRI Development Order"); and

WHEREAS, the Conservation Park Area is further subject to that certain Joint Stipulation, dated December 6, 1990, as recorded in Official Records Book 455, Page 1126, *et. seq.*, of the Public Records of Flagler County, Florida, as may be amended from time to time (the "Joint Stipulation"); and

WHEREAS, pursuant to the DRI Development Order and the Joint Stipulation, the Developer may be permitted by the County to engage in certain environmental restoration activities within the Conservation Park Area and to utilize the Conservation Park Area for compensatory mitigation in order to offset any wetland mitigation requirements which may arise from the construction of the Hunter's Ridge Development of Regional Impact (the "Project"); and

WHEREAS, the County and the Developer desire to set forth the terms and conditions pursuant to which the aforesaid mitigation activities may be conducted by the Developer within the Conservation Park Area Developer and to further clarify but not in any way limit those rights established under the DRI Development Order and Joint Stipulation and to identify the obligations of both the County and Developer as to the use, maintenance and operation of said

Conservation Park Area.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained and for TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

SECTION 1. WETLAND MITIGATION PERMITS

A. The Developer has filed its application for a Conceptual Permit from the St. Johns River Water Management District (the "SJRWMD") and in the future, in conjunction with the development of each particular phase within the Project, the Developer will submit applications for permits to the United States Army Corps of Engineers (the "ACOE" and collectively, with the SJRWMD, the "Permitting Authorities") for the purpose of allowing for the development of the Project, as such are required and shall obtain all other necessary approvals from the applicable governmental authorities required to dredge and fill wetlands and to perform required mitigation and related site work (collectively, the "Wetland Permits"). The Conceptual Permit No. [REDACTED] was issued by the SJRWMD on [REDACTED], a copy of which is attached hereto as Exhibit "B", and is incorporated herein by reference.

B. The Parties agree that any Wetland Permits which may be issued in the future and which impact the Conservation Park Area shall be in a form reasonably acceptable to the SJRWMD, the County and the Developer and, further, shall be consistent with the DRI Development Order and the Joint Stipulation. The Developer and the County agree to fully cooperate with respect to the regulatory processes associated with the application, review and issuance of Wetland Permits, or any amendments thereto. In this regard, the County's participation shall include, but will not be limited to, the review, approval (or disapproval with specific reasons for disapproval), and execution of all applications, petitions and other instruments pertaining to the Wetland Permits in a diligent and timely manner, so as not to cause the Developer any unnecessary or unreasonable delays in the approval process. The County acknowledges that its review of the applications for Wetland Permits shall be to assure consistency with the DRI Development Order, the Joint Stipulation, and this Agreement, and it may not deny the Developer the use of the Conservation Area for mitigation unless the proposed mitigation violates the terms of the DRI Developer Order, the Joint Stipulation, or this Agreement.

C. The Developer agrees that prior to submitting any new or amended applications or related documents to the appropriate Permitting Authorities for the Wetland Permits, the Developer shall submit such applications and documents to the County Administrator for review and approval. Within ten (10) business days of his receipt of any such applications or

documents, the County Administrator shall provide the Developer with his approval or disapproval thereof. In the event the County Administrator fails to provide the Developer with a response within the ten (10) day business period, the application shall be deemed to be approved, and the County Administrator shall be required to execute the application within three (3) business days thereafter. Should the County Administrator disapprove of any such applications or documents, then he shall promptly provide the Developer with detailed notice of its objections and grounds therefor. To the fullest extent practical, the County Administrator, or his designee, shall have the right to attend all meetings, hearings, telephone conferences or other material interactions with the Permitting Authorities regarding the Wetland Permits, and the Developer shall endeavor in good faith to provide the County Administrator with advance written notice of such meetings, hearings, etc. at least forty eight (48) hours prior thereto.

D. Once the Wetland Permits are issued by the Permitting Authorities, the Developer may request modifications, changes, deviations, alterations, additions, supplements or substitutions to the Wetland Permits, including modifications to seek additional mitigation credits associated with enhancement projects within the Conservation Park Area, with the prior written consent of the County Administrator, which consent shall not be unreasonably withheld, conditioned or delayed. The Parties agree that the County may also request modifications, changes modifications, changes, deviations, alterations, additions, supplements or substitutions to the Wetland Permits in order to allow for its use of the Conservation Park Area, with the prior written consent of the Developer, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that such modifications shall not adversely interfere with the Developer's use of the Conservation Park Area for wetland mitigation or otherwise impact the wetland mitigation value granted to the Developer by the Wetland Permits.

E. In connection with the Conceptual Permit, the Parties acknowledge that significant portions of the associated mitigation activities must occur within the Conservation Park Area and further agree as follows:

1. The County agrees to be responsible for overseeing and implementing the following portions of the mitigation activities, at its sole cost and expense:

(a) The County will conduct all timbering operations within the Conservation Park Area associated with the Conceptual Permit.

(b) The County will conduct the removal of any invasive species within the Conservation Park Area associated with the Conceptual Permit.

(c) The County will conduct controlled burns within the Conservation Park Area associated with the Conceptual Permit.

(d) The County will conduct any of the activities set forth in subsections (a) through (c), above, as may be modified in any modifications to the Wetland Permits.

(e) The Developer shall be entitled to the benefit of any mitigation value gained through the completion by either the County or Developer of activities set forth in subsection E1 (a) – (d) above.

2. The County shall not be obligated to provide for any other mitigation activities in conjunction with the Wetland Permits, unless it otherwise agrees to do so, in writing, on a case by case basis.

3. The Developer shall have the right to perform any of the mitigation activities in (a) through (c) above, in the event of non-performance by the County; however, if timbering is involved, the net proceeds of any timbering shall be provided to the County which has timber rights over the Conservation Park Area.

4. Except as provided for in Section E.1., above, the Developer shall be responsible for all other land management, mitigation, or monitoring activities that are required pursuant to the Conceptual Permit, any Wetland Permits, or any future modifications thereto, including, but not limited to, enhancement or vegetative planting costs, earthwork costs, non-native vegetation, restoration costs, maintenance, re-hydration and restoration costs and any associated monitoring and reporting costs, corrective actions and non-compliance penalties, and management fees and costs (collectively, the “Regulatory Costs”).

SECTION 2. CONSERVATION EASEMENTS.

A. Subject to the conditions specified in this Agreement and in conjunction with the Wetland Permits, the Developer shall execute and deliver to the SJRWMD or the ACOE, conservation easements in a form acceptable to the County in its sole, but reasonable discretion, covering those portions of the Conservation Park Area as may be required as a condition precedent to issuing the Wetland Permits to the Developer for construction of the Project (the “Conservation Easements”).

B. The Developer acknowledges and agrees that the Conservation Easements shall allow for the County’s continued utilization of the Conservation Park Area for those uses and activities which are permitted under the DRI Development Order and the Joint Stipulation.

C. The parties acknowledge and agree that as of the Effective Date, four Conservation Easements were previously recorded and currently encumber the Conservation Area (collectively, the “Conservation Easement”).

D. The Conservation Easement may be subject to future amendments or modifications, including the termination of the Prior Conservation Easements and the recordation of a single, master conservation easement over the Conservation Park Area, subject to the Parties' written consent, which shall not be unreasonably denied, conditioned, or delayed.

E. In connection with the County's cooperation required under this Section, the County shall not be required to incur any out-of-pocket costs, unless the County is compensated by the Developer in advance for such costs. The Developer further agrees to be responsible for the payment of any costs and expenses that may be associated with the regulatory requirements of the Permitting Authorities related to the Conservation Easements including, but not limited to, the Regulatory Costs. This provision shall not apply to any work that is performed by the County, or on behalf of the County, in connection with the County's improvements within the Conservation Park Area.

SECTION 3. RESTORATION OF THE NATURAL HYDROPERIOD.

A. The Developer acknowledges its obligation as set forth in the Joint Stipulation, to work with the Permitting Authorities to finalize a plan for the restoration of the natural hydroperiod, in order to eliminate the drainage provided by the ditch system that was previously constructed by persons other than the Developer within the areas identified in the Joint Stipulation (the "Hydroperiod Restoration Plan"). In the event the Permitting Authorities deem the Hydroperiod Restoration Plan to be necessary, the Developer shall be responsible for any construction elements associated with the approved Hydroperiod Restoration Plan, with such construction to be completed in accordance with the terms and conditions of any associated permits issued by the Permitting Authorities.

B. The Hydroperiod Restoration Plan shall be subject to the County Administrator's approval, which approval shall not be unreasonably withheld, conditioned or delayed.

C. Once the Hydroperiod Restoration Plan is approved by the Permitting Authorities, the Developer shall make no modifications, changes, deviations, alterations, additions, supplements or substitutions to the Hydroperiod Restoration Plan, without the prior written consent of the County Administrator, which consent shall not be unreasonably withheld, conditioned or delayed.

D. The Developer shall apply for and complete any activities authorized by the approved Hydroperiod Restoration Plan on or before January 1, 2032, but shall remain responsible for any associated management and monitoring activities required by the Permitting Authorities.

E. In connection with the cooperation required under this Section, the County shall not be required to incur any out-of-pocket costs, unless the County is compensated by the Developer in advance for such costs. The Developer further agrees to be responsible for the payment of any costs and expenses that may be associated with the regulatory requirements of the Permitting Authorities related to the Hydroperiod Restoration Plan including, but not limited to, the Regulatory Costs.

F. The County acknowledges that pursuant to the DRI Development Order, the County received a payment from the Developer in the amount Three Hundred Thousand (\$300,000), which the County was required to hold in escrow for a period of three (3) years from the date of receipt, and said funds were to be utilized, in part, for the construction of the hydrological restoration improvements required by the Hydroperiod Restoration Plan. The three (3) year escrow period has expired; however, the County agrees to utilize a portion of said funds at its sole discretion for the enhancement of the Conservation Park Area, in accordance with the DRI Development Order requirements.

SECTION 4. ENVIRONMENTAL ENHANCEMENT OR RESTORATION ACTIVITIES. The Developer may be permitted, at its sole cost and expense, to engage in certain environmental enhancement or restoration activities, in addition to those which are set forth in the Conceptual Permit, or which may be required pursuant to the Hydroperiod Restoration Plan or Wetland Permits, in order to increase the amount of mitigation credits which may be generated within the Conservation Park Area (the "Lift Projects"). Any Lift Projects shall be subject to the County Administrator's written consent, which shall not be unreasonably withheld, conditioned or delayed. The Developer shall apply for and complete any Lift Projects on or before January 1, 2032, but shall remain responsible for any associated management and monitoring activities required by the Permitting Authorities.

SECTION 5. SOIL EXCAVATION/BORROW PIT. The Developer may be permitted to engage in soil excavation for a borrow pit (the "Borrow Pit") within the north section of the Conservation Park Area, as generally depicted in Exhibit "C" attached hereto, provided that such activity is deemed by the County to be consistent with the terms and conditions of the Joint Stipulation. In such an event, the Developer shall be entitled to retain any and all rights to the fill material retrieved during the construction of the Borrow Pit and any revenues generated therefrom. The Borrow Pit shall not exceed 20 acres in size and shall be constructed in accordance with an earthmoving, haul route, and reclamation site plan (the "Excavation Plan"), which shall be agreed upon by the Developer and the County Administrator, prior to the initiation of permitting and construction. The Excavation Plan shall include, but not be limited to, parameters for contouring and sloping the Borrow Pit, maintaining suitable buffers from wetland areas, and for integrating the Borrower Pit with the existing pond as depicted in Exhibit "C". The Excavation Plan shall also include a requirement for the Developer to post a bond or other form of financial security to guarantee its performance. The Developer shall be

responsible for obtaining all associated county, state, and federal regulatory permits and approvals on or before February 1, 2017 including, but not limited to, an amendment to the Conservation Easement, if required. The Developer shall complete all excavation and reclamation activities within 365 days after construction of the Borrow Pit is initiated. The Developer agrees to indemnify, defend and hold harmless the County from any suits, actions, claims, losses or damage of any nature arising out of any damage to person or property caused by or arising from any act, omission, performance or nonperformance of the Developer, its agents, servants, employees, or others under the Developer's direction or control; and to pay the County all losses, damages, expenses, costs, and attorney's fees, that the County sustains because of a default by the Developer under its permits.

SECTION 6. TEMPORARY ACCESS EASEMENT. The County shall record a temporary access easement over the Conservation Park Area, in substantial form as attached as Exhibit "D" hereto, in order to allow Developer to perform the activities required under the Wetland Permits.

SECTION 7. MITIGATION CREDITS.

A. The Developer shall be entitled to claim future mitigation credits which may be associated with the Wetland Permits and/or the Conservation Easements, the construction of improvements pursuant to the Hydroperiod Restoration Plan, the Lift Projects, or any other additional environmental enhancement activities contemplated by this Agreement, in order to offset any mitigation requirements arising from the construction and development of the Project, providing that such credits are acceptable to the Permitting Authorities (the "Future Mitigation Credits"). The parties acknowledge that as a result of the recordation of the Conservation Easement, as set forth in Section 2, above, the mitigation credits which are currently available for use total 79.16 (the "Available Mitigation Credits" and together with the Future Mitigation Credits, collectively, the "Mitigation Credits").

B. In order to satisfy the requirements of the DRI Development Order relative to the Regional Park Area, the Developer shall assign to the County a total of three state wetland mitigation credits and three federal wetland mitigation credits from the initial release of the Mitigations Credits from each agency, which shall be evidenced by a credit reservation letter from the SJRWMD and a credit reservation letter from the ACOE confirming that the assignment to the County was made and that such credits are available for the County's use within the Regional Park Area. If the initial release for either credit type does not total three full credits, the remaining credits shall be reserved for the County's use in the subsequent credit release. A credit reservation letter(s) on file with the SJRWMD or the ACOE, as applicable, shall be deemed to satisfy the reservation requirement.

C. The Developer agrees that it will not utilize any Mitigation Credits for any

phase within the Project, until the Developer has used credits which are generated through on-site mitigation efforts, as such are determined by the Developer, within the particular phase of the Project.

D. In the event that the total amount of Mitigation Credits generated within the Conservation Area exceeds the amount which is necessary for the Developer to construct the Project, or in the event that Mitigation Credits remain unused or otherwise unallocated within the Project on or after January 1, 2047, any such remaining Mitigation Credits shall belong the County, and any rights thereto which have been previously conferred upon or retained by the Developer shall terminate and shall cease to be of any force and effect. The Developer acknowledges and agrees that it is prohibited from transferring or otherwise utilizing any excess Mitigation Credits for use on other projects or properties that are not within the Project. The County shall not be permitted to assign said surplus Mitigation Credits to any third party and shall utilize said surplus Mitigation Credits only for development within the Project.

E. The County may refuse to approve the issuance any associated Wetland Permits or Conservation Easements, if the Developer is not in compliance with any of its obligations set forth herein, or if significant financial investment is required by the County to achieve regulatory compliance with any Permitting Authority.

SECTION 8. ADDITIONAL PARTIES. The Parties acknowledge the requirement in the Joint Stipulation that an undivided one half interest in the Conservation Park Area be conveyed to the SJRWMD. As of the Effective Date of this Agreement, the SJRWMD has declined to accept said conveyance. The County agrees that at such time as the SJRWMD requests the County to initiate the conveyance, the County shall do so within a reasonable time thereafter, and the Developer shall cooperate with the County in this regard. In addition, the Developer acknowledges and agrees that the County may work with the SJRWMD to enter into any agreements to allow for the County to manage any portions of the Conservation Area that are conveyed to the SJRWMD, pursuant to the Joint Stipulation. The Developer acknowledges and agrees that the County may work with the SJRWMD and the other parties to the Joint Stipulation to obtain a waiver or release of any future obligations to convey the undivided one half interest in the Conservation Park Area to the SJRWMD and, in such event, the Developer shall consent to such action, which said consent shall not be unreasonably withheld, conditioned or delayed.

SECTION 9. CONDITIONS PRECEDENT TO COMMENCING ANY WORK. Prior to commencing any work within the Conservation Park Area pursuant to the terms of the Wetland Permits or the Hydroperiod Restoration Plan, the Developer shall have to obtain all Wetland Permits which will contain, as a matter of course, an engineering certification. In addition, the Developer shall award and enter into such contracts as are necessary to implement to the terms of the Wetland Permits, with such contractors, subcontractors, suppliers

and professional service providers as shall be reasonably necessary to complete the work in conformity with the Wetland Permits. The Developer shall ensure that all such contracts include insurance coverage for both the County and the Developer in a form, and in an amount, as provided in the provisions attached hereto as Exhibit "E" and incorporated herein by reference. Additionally, said contracts shall provide that in the event of default or breach by the Developer, the County may, but shall not be required to, assume the contractual position of the Developer and exercise all rights and privileges governed by the contracts and upon request by the County, the Developer shall cause all of the rights and privileges to be assigned to the County. The Developer, its contractors and subcontractors, shall not create, or allow the creation, of any lien, mortgage or other encumbrance affecting title to the Conservation Park Area or any or all of the County's property, and if such lien or encumbrance is recorded, the Developer, at its sole cost and expense, shall promptly cause such lien or encumbrance to be immediately removed and satisfied of record.

SECTION 10. AMENDMENTS TO THE JOINT STIPULATION. The County may initiate discussions with the parties to the Joint Stipulation, in an effort to terminate or to otherwise amend or modify portions of the Joint Stipulation as it relates to the Conservation Park Area and Regional Park Area, as more specifically described in Exhibit "F" (collectively, the "Park Property"), the enforcement rights of The Florida Audubon Society, or any other matters that impact the County and its ability to develop and manage the Park Property. The Developer shall provide its consent to the termination of the Joint Stipulation, or any such amendments or modifications, providing that any termination or amendments or modifications do not adversely impact the Developer's Mitigation Credits, and do not unreasonably interfere with the use of the Conservation Park Area for wetland mitigation. The County shall submit such requests and documents to the Developer for review and approval. Within ten (10) business days of his receipt of any such applications or documents, the Developer shall provide the County Administrator with his approval or disapproval thereof. In the event the Developer fails to provide the County Administrator with a response within the ten (10) day period, the application shall be deemed to be approved, and the Developer shall be required to execute the application within three (3) business days thereafter. Should the Developer disapprove of any such applications or documents based upon the lack of compliance with the DRI Development Order, Wetland Permits or this Agreement, then the Developer shall promptly provide the County Administrator with detailed notice of its objections and grounds therefor.

SECTION 11. TERMINATION OF THE DEVELOPER'S RIGHT TO CONSENT. The Developer's right to consent to actions taken by the County as provided for herein, shall terminate on January 1, 2032. Consequently, the Parties acknowledge and agree that on or after January 1, 2032, the County may: engage in environmental enhancement or restoration activities within the Conservation Park Area; seek modifications to the Wetland Permits and the Conservation Easement; and seek the modification, amendment or termination of

the Joint Stipulation, each without the Developer's consent and, further, the County may utilize any mitigation credits generated by such activities for any purpose, in its sole discretion.

SECTION 12. BUYER AND SELLER AUTHORITY. The Developer and the County each warrant to the other, that each has the authority to sign this Agreement and bind itself to the terms herein.

SECTION 13. RECORDATION. This Agreement shall be recorded in the Official Records of Flagler County, Florida.

SECTION 14. DEFAULT. 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.

SECTION 15. REMEDIES. The parties hereto shall have all rights and remedies provided hereunder and under Florida law with respect to enforcement of the terms 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 other such equitable or injunctive relief as appropriate or necessary to enforce this Agreement.

SECTION 16. VENUE AND JURISDICTION. The exclusive jurisdiction and venue for any action to interpret and/or enforce the terms of this Agreement shall be in the Seventh Judicial Circuit Court in and for Flagler County, Florida.

SECTION 17. TERM. The term of this Agreement shall commence upon the Effective Date and shall terminate upon the expiration of the monitoring period associated with the Wetland Permits.

SECTION 18. ASSIGNMENT. This Agreement may not be assigned by either party without the prior written consent of the other party.

SECTION 19. SUCCESSORS IN INTEREST. This Agreement shall bind and inure to the benefit of the County and the Developer and their respective heirs, legal representatives and successors or assigns.

SECTION 20. COUNTERPARTS. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

SECTION 21. SEVERABILITY. If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

SECTION 22. CONSTRUCTION.

A. This Agreement shall not be construed against either party on the basis of it being the drafter of this Agreement.

B. This Agreement shall not operate as a development order or permit or a development approval of any type. No waiver or fulfillment of any condition or development arising from the Flagler County Comprehensive Plan or the Land Development code is intended and none shall be implied from the terms of this Agreement.

SECTION 23. MODIFICATIONS OR AMENDMENTS IN WRITING. Any modification, amendment or alteration in the terms or conditions contained herein shall not be effective unless contained in a written document executed by the parties with the same formality as herewith.

SECTION 24. RELATIONSHIP OF THE PARTIES. The relationship of the parties to this Agreement is contractual, and the Developer is not an agent of the County. Nothing herein shall be deemed to create a joint venture or principal/agent relationship between the parties, and neither party is authorized to nor shall either party act toward third persons or the public in any manner that would indicate any such relationship with the other.

SECTION 25. SOVEREIGN IMMUNITY. Notwithstanding any other provision set forth in this Agreement nothing contained in this Agreement shall be construed as a waiver of the County's right to sovereign immunity under Section 726.88, Florida Statutes, or other limitations imposed on the County's potential liability under state or federal law. This paragraph shall survive termination of this Agreement.

SECTION 26. WAIVER. Failure of the County to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right; but the same shall remain in full force and effect.

SECTION 27. NOTICE. Whenever either party desires or is required to give notice unto the other, it must be given by written notice, and either delivered personally,

transmitted via facsimile transmission, mailed postage prepaid, or sent by overnight courier to the appropriate address indicated on the first page of this Agreement, or such other address as is designated in writing by a party to this Agreement.

SECTION 28. WAIVER OF JURY TRIAL. EACH PARTY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY LITIGATION OR OTHER COURT PROCEEDINGS WITH RESPECT TO ANY MATTER ARISING FROM OR RELATED TO THIS AGREEMENT.

Draft Dated: November 29, 2016

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the dates shown below.

Signed, sealed and delivered
in the presence of:

US CAPITAL ALLIANCE, LLC,
a Florida limited liability company

Witnesses:

Print Name: _____

By: _____
Allan Feker, Manager

Print Name: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____

On _____, 2016 before me, _____,
personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

Draft Dated: November 29, 2016

APPROVED this ____ day of _____, 2016, by the Flagler County
Board of County Commissioners.

**FLAGLER COUNTY BOARD OF COUNTY
COMMISSIONERS**

_____, Chair

ATTEST:

Gail Wadsworth, Comptroller and Clerk
to the Board

APPROVED AS TO FORM:

Al Hadeed, County Attorney

EXHIBIT "A"
The Conservation Park Area

CONSERVATION AREA LEGAL DESCRIPTION:

ALL OF SECTION 17 AND SECTION 20, TOWNSHIP 14 SOUTH, RANGE 31 EAST, AND PORTIONS OF SECTIONS 16 AND 21, TOWNSHIP 14 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF SECTION 15, TOWNSHIP 14 SOUTH, RANGE 31 EAST, BEARING S01°23'37"E ALONG THE EAST LINE OF SAID SECTION 15, A DISTANCE OF 4072.41'; THENCE S88°09'57"W DEPARTING SAID SECTION LINE A DISTANCE OF 5304.19' TO AN INTERSECTION WITH THE WEST LINE OF SAID SECTION 15; THENCE DEPARTING SAID INTERSECTION S88°11'54"W A DISTANCE OF 2619.76' TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE S01°41'45"E A DISTANCE OF 2304.78'; THENCE S43°13'25"E A DISTANCE OF 749.86'; THENCE S40°56'30"E A DISTANCE OF 898.99'; THENCE S33°37'40"E A DISTANCE OF 508.06'; THENCE S64°21'36"E A DISTANCE OF 226.21'; THENCE S01°13'55"W A DISTANCE OF 234.10'; THENCE S33°53'03"E A DISTANCE OF 538.61' TO A CURVE IN THE NORTH RIGHT-OF-WAY OF AIRPORT ROAD (100' R/W); THENCE ALONG SAID CURVE IN THE NORTH RIGHT-OF-WAY OF AIRPORT ROAD, CONCAVE SOUTHEASTERLY, HAVING A DELTA OF D=007°45'44", A RADIUS OF R=2800.00', AN ARC LENGTH OF L=379.34', A CHORD BEARING OF CB=S48°41'25"W, AND A CHORD DISTANCE OF CH=379.05' TO A POINT OF TANGENCY IN SAID RIGHT-OF-WAY; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY S44°48'33"W A DISTANCE OF 249.66'; THENCE DEPARTING THE RIGHT-OF-WAY OF AIRPORT ROAD N14°10'38"W A DISTANCE OF 51.47'; THENCE N53°38'41"W A DISTANCE OF 894.33'; THENCE S51°35'29"W A DISTANCE OF 974.13' TO A CURVE, CONCAVE NORTHWESTERLY; THENCE ALONG SAID CURVE HAVING A DELTA OF D=018°32'46", A RADIUS OF R=812.00', AN ARC LENGTH OF L=262.84', A CHORD BEARING OF CB=S62°51'10"W, AND A CHORD DISTANCE OF CH=261.69' TO A CURVE TO THE LEFT, CONCAVE SOUTHEASTERLY; THENCE ALONG SAID CURVE HAVING A DELTA OF D=042°18'27", A RADIUS OF R=917.00', AN ARC LENGTH OF L=677.12', A CHORD BEARING OF CB=S50°58'19"W, AND A CHORD DISTANCE OF CH=661.84' TO A POINT OF TANGENCY; THENCE S29°49'06"W A DISTANCE OF 645.54'; THENCE S24°21'45"W A DISTANCE OF 276.51' TO AN INTERSECTION WITH THE SOUTH LINE OF SECTION 21, TOWNSHIP 14 SOUTH, RANGE 31 EAST; THENCE S88°05'26"W ALONG THE SOUTH LINE OF SAID SECTION 21 A DISTANCE OF 1335.50' TO THE SOUTHWEST CORNER OF SECTION 21; THENCE DEPARTING THE SOUTH LINE OF SECTION 21, S87°39'57"W ALONG THE SOUTH LINE OF SECTION 20, TOWNSHIP 14 SOUTH, RANGE 31 EAST, A DISTANCE OF 2665.28' TO THE SOUTH QUARTER CORNER OF SAID SECTION 20; THENCE CONTINUE ALONG THE SOUTH LINE OF SECTION 20, S87°39'38"W A DISTANCE OF 2664.85' TO THE SOUTHWEST CORNER OF SECTION 20; THENCE DEPARTING THE SOUTH LINE OF SECTION 20 N01°23'49"W ALONG THE WEST LINE OF SECTION 20 A DISTANCE OF 5321.15' TO THE NORTHWEST CORNER OF SECTION 20; THENCE DEPARTING THE WEST LINE OF SECTION 20 N01°04'12"W ALONG THE WEST LINE OF SECTION 17, TOWNSHIP 14 SOUTH, RANGE 31 EAST, A DISTANCE OF 5287.15' TO THE NORTHWEST CORNER OF SAID SECTION 17; THENCE DEPARTING THE WEST LINE OF SECTION 17 N88°06'34"E ALONG THE NORTH LINE OF SECTION 17 A DISTANCE OF 5312.21' TO THE NORTHEAST CORNER OF SECTION 17; THENCE DEPARTING THE NORTH LINE OF SECTION 17 N88°11'54"E ALONG THE NORTH LINE OF SECTION 16, TOWNSHIP 14 SOUTH, RANGE 31 EAST, A DISTANCE OF 2647.92' TO THE NORTH QUARTER CORNER OF SAID SECTION 16; THENCE DEPARTING THE NORTH LINE OF SECTION 16 S01°41'45"E A DISTANCE OF 4072.26' TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

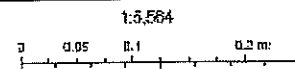
Draft Dated: November 29, 2016

EXHIBIT "B"
Conceptual Permit No. [_____]

EXHIBIT "C"
Location for Borrow Pit
West of 40 Grade



November 3, 2016



Draft Dated: November 29, 2016

EXHIBIT "D"
Form of the Temporary Access Easement

EXHIBIT "E"
Minimum Insurance Requirements

During the term of this Agreement, Developer at its sole expense, shall provide insurance of such a type and with such terms and limits as noted below. Providing and maintaining adequate insurance coverage is a material obligation of Developer. Developer shall provide the County a certificate of insurance evidencing such coverage. Developer's insurance coverage shall be primary insurance as respects to the County for all applicable policies. The limits of coverage under each policy maintained by Developer shall not be interpreted as limiting Developer's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in Florida and possess an A.M. Best rating of A-, VII or better, subject to the approval of the County's Risk Manager.

The coverages, limits and/or endorsements required herein protect the primary interests of the County, and these coverages, limits and/or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Developer against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the County's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Developer under this Agreement.

The following insurance policies are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for Contractual Liability and Independent Contractors.

Pollution and Remediation Legal Liability (Hazardous Materials)

For the purpose of this section, the term "hazardous materials" includes all materials and substances that are designated or defined as hazardous by Florida or Federal law or by the rules or regulations of Florida or any Federal Agency. If work being performed involves hazardous materials, the Developer shall procure and maintain any or all of the following coverage, which will be specifically addressed upon review of exposure.

Contractors Pollution Liability/ Environmental Impairment Coverage

For sudden and gradual occurrences and in an amount not less than \$1,000,000 per pollution condition arising out of work performed under this Agreement. Coverage must include third party liability, remediation legal liability, and contingent transportation liability.

Policy must include coverage for Contractual Liability and Independent Contractors.

The County, a political subdivision of the State of Florida, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or

Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Developer. The coverage shall contain no special limitation on the scope of protection afforded to the County, its officials, employees, or volunteers.

Insurance Certificate Requirements

- a. The Developer shall provide the County with valid Certificates of Insurance (binders are unacceptable) upon execution of this agreement.
- b. The Developer shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Developer to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Developer shall provide the County with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the Agreement until this requirement is met.
- e. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
- f. The County shall be named as an Additional Insured with a Waiver of Subrogation.
- g. The Agreement, Bid/Contract number event dates, or other identifying reference must be listed on the certificate.

The Certificate Holder should read as follows:

Flagler County Board of County Commissioners
Bunnell FI

The Developer has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the County as an Additional Insured shall be at the Applicant's expense.

EXHIBIT "F"
Regional Park Area Property

A PARCEL OF LAND BEING A PORTION OF SECTION 21, TOWNSHIP 14 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 21, AND RUN S. 87°26'24" W., ALONG THE SOUTH LINE OF SAID SECTION 21, A DISTANCE OF 2646.25 FEET; THENCE S. 87°26'13" W., ALONG SAID SOUTH LINE A DISTANCE OF 471.20 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF AIRPORT ROAD, A 100 FOOT RIGHT OF WAY; THENCE CONTINUE S. 87°26'13" W, ALONG SAID SOUTH LINE A DISTANCE OF 110.79 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAID AIRPORT ROAD, SAID POINT ALSO BEING ON A CURVE AND BEING THE POINT OF BEGINNING; THENCE CONTINUE S. 87°26'13" W, ALONG SAID SOUTH LINE A DISTANCE OF 776.82 FEET; THENCE LEAVING SAID SOUTH LINE, N. 24°21'45" E., A DISTANCE OF 276.51 FEET; THENCE N. 29°49'06" E., A DISTANCE OF 645.54 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 917.00 FEET AND A CENTRAL ANGLE OF 42°18'27"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 677.12 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 812.00 FEET AND A CENTRAL ANGLE OF 18°32'46"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 262.84 FEET TO THE POINT OF TANGENCY; THENCE N. 51°35'29" E., A DISTANCE OF 974.13 FEET; THENCE S. 53°38'41" E., A DISTANCE OF 894.33 FEET; THENCE S. 14°10'38" E., A DISTANCE OF 51.47 FEET TO A POINT ON THE AFORESAID WESTERLY RIGHT OF WAY LINE OF AIRPORT ROAD; SAID POINT BEING ON A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2450.00 FEET, A CENTRAL ANGLE OF 25°07'47", AND A CHORD BEARING AND DISTANCE OF S. 57°49'45" W., 1065.97 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1074.56 FEET TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG THE SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING 3 COURSES; S. 70°23'39" W, A DISTANCE OF 336.88 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1150.00 FEET AND A CENTRAL ANGLE OF 48°40'58"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 977.13 FEET TO THE POINT OF BEGINNING.

Prepared by:

Return original or certified recorded document to:

SJRWMD
4049 Reid Street
Palatka, Florida 32177

THIS DEED OF CONSERVATION EASEMENT (the "Conservation Easement") is given this _____ day of _____, 2016, by US Capital Alliance, LLC., a Florida limited liability company ("Grantor"), whose mailing address is 880 Airport Road, Suite 113, Ormond Beach, Florida 32174, to the St. Johns River Water Management District ("Grantee") with third party enforcement rights to the United States Army Corps of Engineers ("Third Party Beneficiary"). As used herein, the term "Grantor" shall include any and all heirs, successors or assigns of the Grantor, and all subsequent owners of the "Conservation Easement Area" (as hereinafter defined). The term "Grantee" shall include any successor or assignee of Grantee, and the term "Third Party Beneficiary" shall include any successor or assignee of the Third Party Beneficiary.

WITNESSETH

WHEREAS, the Grantor is the fee simple owner of certain lands situated in Flagler County, Florida, and more specifically described on the location map in Exhibit "A" attached hereto and incorporated herein (the "Property"); and

WHEREAS, Conceptual Permit No. _____ and any modifications thereto issued by the Grantee authorizes certain activities which could affect wetlands or other surface waters in or of the State of Florida; and

WHEREAS, the Property is also subject to the terms and conditions of that certain Development Order for Hunter's Ridge, A Development Of Regional Impact, effective as of November 15, 2010, as approved by Flagler County Resolution No. 2010-61 and as recorded in Official Records Book 1803, Page 648, Public Records of Flagler County, Florida and that certain Joint Stipulation (the "Joint Stipulation"), dated December 6, 1990, as recorded in Official Records Book 455, Page 1126, Public Records of Flagler County, Florida (hereinafter collectively referred to as the "Development Order"); and

WHEREAS, the Development Order requires the Grantor to donate and convey the Property described on Exhibit "B" (the "Conservation Easement Area") to the County of Flagler and at Grantee's option, Grantee; and

WHEREAS, Flagler County intends to utilize the Conservation Easement Area as a passive park in accordance with the terms and conditions of this Conservation Easement, Conceptual Permit # _____ (or any modifications thereto), and any Management Plan which has been approved in writing by Grantee; and

WHEREAS, the Grantor, in consideration of the consent granted by the Permit or other good and valuable consideration provided to Grantor, is agreeable to granting and securing to the Grantee a perpetual Conservation Easement as defined in Section 704.06, Florida Statutes (F.S.), over the area of the Property described on Exhibit "B" ("Conservation Easement Area"); and

WHEREAS, the Grantor recognizes the natural, scenic and special character of the subject Conservation Easement Area and the purpose of conserving the natural value and character of the Conservation Easement Area by entering into this Conservation Easement, which shall conserve the ecological and hydrological integrity of the Conservation Easement Area, conserve and protect the animal and plant populations and prohibit certain further development activity thereon; and

WHEREAS, Grantor grants this Conservation Easement as a condition of the Permit solely to off-set or prevent adverse impacts to natural resources, fish and wildlife, and wetland functions; and

WHEREAS, Grantor desires to preserve the Conservation Easement Area in perpetuity in its natural condition, in accordance with the Permit, in an enhanced, restored, or created condition with passive park activities.

NOW, THEREFORE, in consideration of the issuance of the Permit to construct and operate the permitted activity, and as an inducement to Grantee in issuing the Permit, together with other good and valuable consideration provided to the Grantor, the adequacy and receipt of which are hereby acknowledged, Grantor hereby voluntarily grants, creates, conveys, and establishes a perpetual Conservation Easement for and in favor of the Grantee upon the area of the Property described on Exhibit "B" which shall run with the land and be binding upon the Grantor, and shall remain in full force and effect forever.

The scope, nature, and character of this Conservation Easement shall be as follows:

1. Recitals. The recitals hereinabove set forth are true and correct and are hereby incorporated into and made a part of this Conservation Easement.

2. Purpose. It is the purpose of this Conservation Easement to retain land or water areas in their existing, natural, vegetative, hydrologic, scenic, open or wooded condition and to retain such areas as suitable habitat for fish, plants, or wildlife in accordance with Section 704.06, F.S. Those wetland and upland areas included in this Conservation Easement which are to be preserved, enhanced, restored, or created pursuant to the Permit (or any modification thereto) and any Management Plan attached hereto as Exhibit "C" ("Management Plan") which has been approved in writing by the Grantee, and any passive park development activities as authorized herein or by Grantee, shall be retained and maintained in the preserved, enhanced, restored, or created condition required by the Permit (or any modification thereto).

To carry out this purpose, the following rights are conveyed to Grantee by this easement:

a. To enter upon the Conservation Easement Area at reasonable times with any necessary equipment or vehicles to inspect, determine compliance with the covenants and prohibitions contained in this easement, and to enforce the rights herein granted in a manner that will not unreasonably interfere with the use and quiet enjoyment of the Conservation Easement Area by Grantor at the time of such entry; and

b. To proceed at law or in equity to enforce the provision of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and to require the restoration of such areas or features of the Conservation Easement Area that may be damaged by any activity or use that is inconsistent with this Conservation Easement.

3. Prohibited Uses. Except for activities that are permitted or required by the Permit (or any modification thereto) (which may include restoration, creation, enhancement, maintenance, and monitoring activities, or surface water management improvements) or other activities described herein or in the Management Plan (if any), any activity on or use of the Conservation Easement Area inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities are expressly prohibited in or on the Conservation Easement Area:

a. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground except as provided herein;

b. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;

- c. Removing, destroying or trimming trees, shrubs, or other vegetation, except:
 - i. The removal of dead trees and shrubs or leaning trees that could cause damage to property is authorized;
 - ii. The destruction and removal of noxious, nuisance or exotic invasive plant species as listed on the most recent Florida Exotic Pest Plant Council's List of Invasive Species is authorized;
 - iii. Activities authorized by the Permit or described in the Management Plan or otherwise approved in writing by the Grantee are authorized; and
 - iv. Activities conducted in accordance with a wildfire mitigation plan developed with the Florida Forest Service that has been approved in writing by the Grantee are authorized. No later than thirty (30) days before commencing any activities to implement the approved wildfire mitigation plan, Grantor shall notify the Grantee in writing of its intent to commence such activities. All such activities may only be completed during the time period for which the Grantee approved the plan.
- d. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface except as provided herein;
- e. Surface use except for purposes that permit the land or water area to remain in its natural, restored, enhanced, or created condition;
- f. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking, clearing, and fencing;
- g. The subdivision of the Conservation Area;
- h. Acts or uses detrimental to such aforementioned retention of land or water areas; and
- i. Acts or uses which are detrimental to the preservation of the structural integrity or physical appearance of sites or properties having historical, archaeological, or cultural significance.

4. Grantor's Reserved Rights. Grantor reserves all rights as owner of the Conservation Easement Area, including the right to engage or to permit or invite others to engage in all uses of the Conservation Easement Area that are not prohibited herein and which are not inconsistent with the Permit (or any modification thereto), Management Plan, and the intent and purposes of this Conservation Easement. Grantor specifically reserves the right to passive recreational uses that are not contrary to the purpose of this Conservation Easement, which include the following:

- a. The utilization of the Conservation Area by the public for resource-based recreational activities including, but not be limited to, equestrian activities, horseback riding and horseback riding trails, temporary natural surface walking/running trails, hiking, bicycling, kayaking, canoeing, and birding and such other activities or structures which qualify for regulatory permit exemptions;
- b. Any additional uses as may be authorized via the Management Plan;
- c. The right to utilize, maintain, and repair roads and trails within the Conservation Area which are displayed on the [Management Plan's Baseline Condition Map] for access and land management purposes. Additionally, existing trails may be marked and utilized for public equestrian use and hiking. This reservation includes, but is not limited to, the utilization of the existing access easement known as the "Forty Grade" easement, which shall remain open as an access road to include, but not be limited to emergency vehicles, as an emergency exit route for nearby residents, for land management, as potential equestrian trails, and other potential passive recreation uses as allowed, unless agreed to be closed by Grantee and other third parties retaining easement interests;

d. The right to utilize and maintain the "Forty Grade" easement as a haul route for borrow pit activity for the limited duration of 12 months, subject to the approval of Flagler County and its determination that the proposed activity is consistent with the Joint Stipulation; and

e. Grantor, its successors and assigns, may make request to modify the Management Plan, subject to Grantee's approval, to allow additional resource based recreation activities including but not limited to observation/fishing platforms, equestrian corrals and watering posts, camping and camping amenities, trail creation, informational kiosks and signage, boardwalks over wetland areas, and environmentally sensitive bathroom facilities, subject to permitting requirements, and amendment of this Conservation Easement.

5. Rights of the Third Party Beneficiary. The Third Party Beneficiary shall have the right to enforce the terms and conditions of this Conservation Easement, including:

a. The right to take action to preserve and protect the environmental value of the Conservation Easement Area;

b. The right to prevent any activity on or use of the Conservation Easement Area that is inconsistent with the purpose of this Conservation Easement, and to require the restoration of areas or features of the Conservation Easement Area that may be damaged by any inconsistent activity or use;

c. The right to enter upon and inspect the Conservation Easement Area in a reasonable manner and at reasonable times to determine if Grantor or its successors and assigns are complying with the covenants and prohibitions contained in this Conservation Easement; and

d. The right to enforce this Conservation Easement by injunction or proceed at law or in equity to enforce the provisions of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and the right to require Grantor, or its successors or assigns, to restore such areas or features of the Conservation Easement Area that may be damaged by any inconsistent activity or use or unauthorized activities.

The Grantor, including their successors or assigns, shall provide the Third Party Beneficiary at least 60 days advance notice in writing before any action is taken to amend, alter, release, or revoke this Conservation Easement. The Grantee shall provide reasonable notice and an opportunity to comment or object to the release or amendment to the Third Party Beneficiary. The Grantee shall consider any comments or objections from the Third Party Beneficiary when making the final decision to release or amend this Conservation Easement.

6. US Capital Alliance, LLC's Reserved Rights.

a. US Capital Alliance, LLC and/or its successors and assigns, shall retain the right to engage in such activities within the Conservation Easement Area which are designed to enhance or restore the natural communities and wetlands for the purpose of increasing the value of the wetland mitigation it is providing under the Permit, and to perform any activities authorized by the Permit (or any modification thereto), and any Management Plan which has been approved in writing by Grantee, provided Grantee has been given notice, if such notice is required by Permit or Management Plan.

b. The reserved rights set forth in this Section 6, shall survive any transfer by US Capital Alliance, LLC to Flagler County of its fee simple interest in the Conservation Easement Area. There shall be no merger of these rights by operation of the delivery of the Warranty Deed by Grantor to Flagler County for the Conservation Easement Area, and the County shall consent to the execution of this Conservation Easement, and said consent shall constitute a waiver of any defense of the merger doctrine to this Conservation Easement.

7. No Dedication. No right of access by the general public to any portion of the Conservation Easement Area is conveyed by this Conservation Easement.

8. Grantee's Liability. Grantee's liability is limited as provided in Subsection 704.06(10) and Section 768.28, F.S. Additionally, Grantee shall not be responsible for any costs or liabilities related to the operation, upkeep, or maintenance of the Conservation Easement Area.

9. Enforcement. Enforcement of the terms, provisions and restrictions of this Conservation Easement shall be at the reasonable discretion of Grantee, and any forbearance on behalf of Grantee to exercise its rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Grantee's rights hereunder. Grantee shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement.

10. Third Party Beneficiary's Enforcement Rights. The Third Party Beneficiary of this Conservation Easement shall have all the rights of the Grantee under this Conservation Easement, including third party enforcement rights of the terms, provisions and restrictions of this Conservation Easement. Third Party Beneficiary's enforcement of the terms, provisions and restrictions shall be at the discretion of the Third Party Beneficiary, and any forbearance on behalf of the Third Party Beneficiary to exercise its rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Third Party Beneficiary's rights hereunder. Third Party Beneficiary shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement.

11. Taxes. When perpetual maintenance is required by the Permit, Grantor shall pay before delinquency any and all taxes, assessments, fees, and charges of whatever description levied on or assessed by competent authority on the Conservation Easement Area, and shall furnish the Grantee with satisfactory evidence of payment upon request.

12. Assignment. Grantee will hold this Conservation Easement exclusively for conservation and passive park purposes. Grantee will not assign its rights and obligations under this Conservation Easement except to another organization or entity qualified to hold such interests under the applicable state laws and it.

13. Severability. If any provision of this Conservation Easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Conservation Easement shall not be affected thereby, as long as the purpose of the Conservation Easement is preserved.

14. Terms and Restrictions. Grantor shall insert the terms and restrictions of this Conservation Easement in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in the Conservation Easement.

15. Written Notice. All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.

16. Modifications. This Conservation Easement may be amended, altered, released or revoked only by written agreement between the parties hereto or their heirs, assigns or successors-in-interest, which shall be filed in the public records in Flagler County, Florida.

17. Recordation. Grantor shall record this Conservation Easement in timely fashion in the Official Records of Flagler County, Florida, and shall rerecord it at any time Grantee may require to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this Conservation Easement in the public records. Grantor will hold Grantee harmless from any recording costs or taxes necessary to record this Conservation Easement in the public records.

TO HAVE AND TO HOLD unto Grantee forever. The covenants, terms, conditions, restrictions and purposes imposed with this Conservation Easement shall be binding upon Grantor, and shall continue as a servitude running in perpetuity with the Conservation Easement Area.

Grantor hereby covenants with Grantee that Grantor is lawfully seized of said Conservation Easement Area in fee simple; that the Conservation Easement Area is free and clear of all encumbrances that are inconsistent with the terms of this Conservation Easement and easements of record; all mortgages and liens on the Conservation Easement Area, if any, have been subordinated to this Conservation Easement; that Grantor has good right and lawful authority to convey this Conservation Easement; and that it hereby fully warrants and defends record title to the Conservation Easement Area hereby conveyed against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Allan Feker, as Manager of US Capital Alliance, LLC, a Florida Limited Liability Company has hereunto set its authorized hand this _____ day of _____, 2016.

☐ A Florida corporation or ☐ a Florida Limited Liability Company (choose one)

By: _____
(Signature)

Name: Allan Feker
(Print)

Title: Manager

Signed, sealed and delivered in our presence as witnesses:

By: _____ By: _____
(Signature) (Signature)

Name: _____ Name: _____
(Print) (Print)

STATE OF FLORIDA

COUNTY OF _____

On this _____ day of _____, 20____, before me, the undersigned notary public, personally appeared Allan Feker, the person who subscribed to the foregoing instrument, as the Manager (title), of US Capital Alliance, LLC ☐ (corporation), a Florida corporation, or ☐ Florida Limited Liability Company (choose one) and acknowledged that he/she executed the same on behalf of said ☐ corporation, or ☐ _____ (choose one) and the he/she was duly authorized to do so. He is personally known to me or has produced a _____ (state) driver's license as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

(Signature)

(Name)

My Commission Expires: _____

Consent of Flagler County:

By: _____

Name:

Title:

Date:

MORTGAGEE JOINDER, CONSENT AND SUBORDINATION

For Ten Dollars (\$10.00) and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, _____, the owner and holder of a mortgage dated _____, in the original principal amount of \$ _____, given by _____ ("Grantor") to _____ ("Mortgagee"), encumbering the real property described on Exhibit "B" attached hereto ("Conservation Easement Area"), which is recorded in Official Records Book _____ at Page _____, (together with that certain Assignment of Leases and Rents recorded in Official Records Book _____, at Page _____, and those certain UCC-1 Financing Statement(s) recorded in Official Records Book _____, at Page _____, all of the Public Records of _____ County, Florida (said mortgage, assignment of leases and rents, and UCC-1 Financing Statements, as modified, are hereinafter referred to as the "Mortgage"), hereby joins in, consents to and subordinates the lien of its Mortgage, as it has been, and as it may be, modified, amended and assigned from time to time, to the foregoing Conservation Easement, executed by _____, in favor of _____ (Note: *insert name of WMD or DEP*) applicable to the Conservation Easement, as said Conservation Easement may be modified, amended, and assigned from time to time, with the intent that the Mortgage shall be subject and subordinate to the Conservation Easement.

IN WITNESS WHEREOF, this Mortgagee Joinder, Consent and Subordination is made this

_____ day of _____, 20____.

By: _____ (Signature) _____ (Mortgagee)

Name: _____

Title: _____ (Print)

WITNESSES:

By: _____ (Signature) By: _____ (Signature)

Name: _____ (Print) Name: _____ (Print)

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ (print name), as _____ (title) of _____ (Grantor of Mortgage), on behalf of the _____ (Mortgagee, Grantor of the conservation Easement). He/She is personally known to me or has produced a _____ (state) driver's license as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

_____ (Signature) _____ (Name)

My Commission Expires: _____

EXHIBIT A

[LOCATION MAP]

EXHIBIT B

[LEGAL DESCRIPTION AND SKETCH OF CONSERVATION EASEMENT AREA]

EXHIBIT C

[MANAGEMENT PLAN]

Please return to:
Albert J. Hadeed, County Attorney
1769 E Moody Blvd, Bldg #2
Bunnell, FL 32110

ASSIGNMENT OF RIGHTS AND LICENSES

This Assignment of Rights and Licenses is made and entered into this ____ day of _____, 2016 (the "Assignment"), by and between U.S. Capital Alliance, LLC, a Florida limited liability company, whose address is 880 Airport Road, Suite 113, Ormond Beach, Florida 32174, and its respective successors and assigns (hereinafter collectively referred to as "Grantor") and FLAGLER COUNTY, a political subdivision of the State of Florida, 1769 E. Moody Blvd., Building 2, Bunnell, FL 32110 (hereinafter referred to as "Grantee").

WHEREAS, Grantor is the owner of property located within Flagler County, Florida, more particularly described in Exhibit "A" (the "Conservation Park Area") and in Exhibit "B" (the "Regional Park Property" and together with the Conservation Park Area, collectively, the "Property"); and

WHEREAS, the Property is subject to that certain Joint Stipulation, dated December 6, 1990, as recorded in Official Records Book 455, Page 1126, Public Records of Flagler County, Florida (the "Joint Stipulation"); and

WHEREAS, the Joint Stipulation provides that the Grantor shall convey the Property to the Grantee, subject to a reservation of certain specified timber interests, equestrian use rights and hunting interests; and

WHEREAS, the Grantor and Grantee subsequently entered into that certain Development Order for Hunter's Ridge, A Development Of Regional Impact, effective as of November 15, 2010, as approved by Flagler County Resolution No. 2010-61 and as recorded in Official Records Book 1803, Page 648, Public Records of Flagler County, Florida (the "Development Order"); and

WHEREAS, Grantor agreed pursuant to Section IV, Special Condition 7(c) of the Development Order to assign its hunting, equestrian and silviculture rights to the Grantee; and

WHEREAS, contemporaneously with the execution and recordation of this Assignment, Grantor is conveying the Property to Grantee; and

WHEREAS, the Grantor and the Grantee are entering into this Assignment in order to comply with the requirements of the Development Order and to otherwise extinguish any reservation of rights the Grantor may have with respect to hunting, equestrian and silviculture rights which were contemplated by the Joint Stipulation; and

WHEREAS, Section IV, Special Condition 7(c) of the Development Order allowed the Grantee to conduct certain silviculture activities within the Property, subject to the Grantee's obligation to provide the Grantor with the proceeds from the harvest of the first two hundred (200) acres; and

WHEREAS, in April of 2011, the Grantee alleged that the Grantor engaged in silviculture activity in violation of the Development Order; and

WHEREAS, to resolve the dispute between the Grantor and the Grantee, the Grantor intends to assign any remaining rights it may have to future silviculture harvesting proceeds in order to remedy the alleged disputed prior actions in April of 2011, and the Grantee has agreed to the remedy, in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, the Grantor and the Grantee, for and in consideration of the promises and mutual covenants, terms and conditions hereinafter contained, hereby covenant and agree as follows:

SECTION 1. ASSIGNMENT OF RIGHTS. At the request of the County and pursuant to the Development Order, the Grantor does hereby assign, grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all of its hunting, equestrian and silviculture rights and all licenses related thereto on the Property, together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining to such rights and licenses. Grantee hereby accepts the assignment of the hunting, equestrian, and silviculture rights, in compliance with Section IV, Special Condition 7(c) of the Development Order. Notwithstanding anything contained herein to the contrary, the Grantor and its successors and assigns may utilize the Conservation Park Area for passive recreation purposes, including equestrian activities, to the same extent as the public is otherwise allowed and provided same is not prohibited by any regulatory authority.

SECTION 2. SETTLEMENT OF CLAIM FOR UNAUTHORIZED TIMBER HARVESTING. To resolve the unauthorized April 2011 timber harvesting conducted by the Grantor, the Grantor hereby assigns to Grantee any remaining rights it may have pursuant to Section IV, Special Condition 7(c) of the Development Order to any proceeds that may result from the Grantee's silviculture activities on the Property.

The Grantor further consents, as the master developer/applicant of the Hunter's Ridge DRI, to amend the Development Order to reflect the changes outlined in this Assignment in the event that an amendment to the Development Order is ultimately determined to be legally necessary. The Grantee has the sole determination as to whether an amendment to the Development Order is necessary.

SECTION 3. ENTIRE AGREEMENT. This Assignment constitutes the entire agreement between the Grantor and the Grantee regarding the transfer and assignment of hunting,

equestrian, and silviculture rights and alleged unauthorized April 2011 timber harvesting operations. There are no understandings dealing with the subject matter of this Assignment other than those contained herein. This Assignment may not be modified, changed or amended, except in writing signed by the Grantor and the Grantee hereto.

SECTION 4. BINDING EFFECT. The Grantor represents to the Grantee that it has undertaken all necessary actions to execute this Assignment, and that it has the legal authority to enter into this Assignment and to undertake all obligations imposed on it by this Assignment.

SECTION 5. RECORDING. This Assignment shall be recorded in the Public Records (Land Records) of Flagler County, Florida, and shall be a public record under the provisions of State law.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Grantor has set its hand and seal the day and year first above written.

Signed, sealed and delivered
in our presence:

US Capital Allcance, LLC, a Florida limited
liability company

By: _____
Allan Feker, Manager

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

On _____, 2016 before me, _____,
personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

Draft Dated: September 28 2016

APPROVED this _____ day of _____, 2016, by the Flagler County
Board of County Commissioners.

**FLAGLER COUNTY BOARD OF COUNTY
COMMISSIONERS**

_____, Chair

ATTEST:

Gail Wadsworth, Comptroller and Clerk
to the Board

APPROVED AS TO FORM:

Al Hadeed, County Attorney

EXHIBIT "A"
The Conservation Park Area

ALL OF SECTION 17 AND SECTION 20, TOWNSHIP 14 SOUTH, RANGE 31 EAST, AND PORTIONS OF SECTIONS 16 AND 21, TOWNSHIP 14 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF SECTION 15, TOWNSHIP 14 SOUTH, RANGE 31 EAST, BEARING S01°23'37"E ALONG THE EAST LINE OF SAID SECTION 15, A DISTANCE OF 4072.41'; THENCE S88°09'57"W DEPARTING SAID SECTION LINE A DISTANCE OF 5304.19' TO AN INTERSECTION WITH THE WEST LINE OF SAID SECTION 15; THENCE DEPARTING SAID INTERSECTION S88°11'54"W A DISTANCE OF 2619.76' TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE S01°41'45"E A DISTANCE OF 2304.78'; THENCE S43°13'25"E A DISTANCE OF 749.86'; THENCE S40°56'30"E A DISTANCE OF 898.99'; THENCE S33°37'40"E A DISTANCE OF 508.06'; THENCE S64°21'36"E A DISTANCE OF 226.21'; THENCE S01°13'55"W A DISTANCE OF 234.10'; THENCE S33°53'03"E A DISTANCE OF 538.61' TO A CURVE IN THE NORTH RIGHT-OF-WAY OF AIRPORT ROAD (100' R/W); THENCE ALONG SAID CURVE IN THE NORTH RIGHT-OF-WAY OF AIRPORT ROAD, CONCAVE SOUTHEASTERLY, HAVING A DELTA OF D=007°45'44", A RADIUS OF R=2800.00', AN ARC LENGTH OF L=379.34', A CHORD BEARING OF CB=S48°41'25"W, AND A CHORD DISTANCE OF CH=379.05' TO A POINT OF TANGENCY IN SAID RIGHT-OF-WAY; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY S44°48'33"W A DISTANCE OF 249.66'; THENCE DEPARTING THE RIGHT-OF-WAY OF AIRPORT ROAD N14°10'38"W A DISTANCE OF 51.47'; THENCE N53°38'41"W A DISTANCE OF 894.33'; THENCE S51°35'29"W A DISTANCE OF 974.13' TO A CURVE, CONCAVE NORTHWESTERLY; THENCE ALONG SAID CURVE HAVING A DELTA OF D=018°32'46", A RADIUS OF R=812.00', AN ARC LENGTH OF L=262.84', A CHORD BEARING OF CB=S62°51'10"W, AND A CHORD DISTANCE OF CH=261.69' TO A CURVE TO THE LEFT, CONCAVE SOUTHEASTERLY; THENCE ALONG SAID CURVE HAVING A DELTA OF D=042°18'27", A RADIUS OF R=917.00', AN ARC LENGTH OF L=677.12', A CHORD BEARING OF CB=S50°58'19"W, AND A CHORD DISTANCE OF CH=661.84' TO A POINT OF TANGENCY; THENCE S29°49'06"W A DISTANCE OF 645.54'; THENCE S24°21'45"W A DISTANCE OF 276.51' TO AN INTERSECTION WITH THE SOUTH LINE OF SECTION 21, TOWNSHIP 14 SOUTH, RANGE 31 EAST; THENCE S88°05'26"W ALONG THE SOUTH LINE OF SAID SECTION 21 A DISTANCE OF 1335.50' TO THE SOUTHWEST CORNER OF SECTION 21; THENCE DEPARTING THE SOUTH LINE OF SECTION 21, S87°39'57"W ALONG THE SOUTH LINE OF SECTION 20, TOWNSHIP 14 SOUTH, RANGE 31 EAST, A DISTANCE OF 2665.28' TO THE SOUTH QUARTER CORNER OF SAID SECTION 20; THENCE CONTINUE ALONG THE SOUTH LINE OF SECTION 20, S87°39'38"W A DISTANCE OF 2664.85' TO THE SOUTHWEST CORNER OF SECTION 20; THENCE DEPARTING THE SOUTH LINE OF SECTION 20 N01°23'49"W ALONG THE WEST LINE OF SECTION 20 A DISTANCE OF 5321.15' TO THE NORTHWEST CORNER OF SECTION 20; THENCE DEPARTING THE WEST LINE OF SECTION 20 N01°04'12"W ALONG THE WEST LINE OF SECTION 17, TOWNSHIP 14 SOUTH, RANGE 31 EAST, A DISTANCE OF 5287.15' TO THE NORTHWEST CORNER OF SAID SECTION 17; THENCE DEPARTING THE WEST LINE OF SECTION 17 N88°06'34"E ALONG THE NORTH LINE OF SECTION 17 A DISTANCE OF 5312.21' TO THE NORTHEAST CORNER OF SECTION 17; THENCE DEPARTING THE NORTH LINE OF SECTION 17 N88°11'54"E ALONG THE

Draft Dated: September 28 2016

NORTH LINE OF SECTION 16, TOWNSHIP 14 SOUTH, RANGE 31 EAST, A DISTANCE OF 2647.92' TO THE NORTH QUARTER CORNER OF SAID SECTION 16; THENCE DEPARTING THE NORTH LINE OF SECTION 16 S01°41'45"E A DISTANCE OF 4072.26' TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

EXHIBIT B

REGIONAL PARK AREA

A PARCEL OF LAND BEING A PORTION OF SECTION 21, TOWNSHIP 14 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 21, AND RUN S. 87°26'24" W., ALONG THE SOUTH LINE OF SAID SECTION 21, A DISTANCE OF 2646.25 FEET; THENCE S. 87°26'13" W., ALONG SAID SOUTH LINE A DISTANCE OF 471.20 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF AIRPORT ROAD, A 100 FOOT RIGHT OF WAY; THENCE CONTINUE S. 87°26'13" W., ALONG SAID SOUTH LINE A DISTANCE OF 110.79 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAID AIRPORT ROAD, SAID POINT ALSO BEING ON A CURVE AND BEING THE POINT OF BEGINNING; THENCE CONTINUE S. 87°26'13" W., ALONG SAID SOUTH LINE A DISTANCE OF 776.82 FEET; THENCE LEAVING SAID SOUTH LINE, N. 24°21'45" E., A DISTANCE OF 276.51 FEET; THENCE N. 29°49'06" E., A DISTANCE OF 645.54 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 917.00 FEET AND A CENTRAL ANGLE OF 42°18'27"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 677.12 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 812.00 FEET AND A CENTRAL ANGLE OF 18°32'46"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 262.84 FEET TO THE POINT OF TANGENCY; THENCE N. 51°35'29" E., A DISTANCE OF 974.13 FEET; THENCE S. 53°38'41" E., A DISTANCE OF 894.33 FEET; THENCE S. 14°10'38" E., A DISTANCE OF 51.47 FEET TO A POINT ON THE AFORESAID WESTERLY RIGHT OF WAY LINE OF AIRPORT ROAD; SAID POINT BEING ON A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2450.00 FEET, A CENTRAL ANGLE OF 25°07'47", AND A CHORD BEARING AND DISTANCE OF S. 57°49'45" W., 1065.97 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1074.56 FEET TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG THE SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING 3 COURSES; S. 70°23'39" W., A DISTANCE OF 336.88 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1150.00 FEET AND A CENTRAL ANGLE OF 48°40'58"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 977.13 FEET TO THE POINT OF BEGINNING.

40 GRADE
GRANT OF EASEMENT

THIS INDENTURE, made this ____ day of _____, 2016, by and between U.S. Capital Alliance, LLC, a Florida limited liability company, whose address is 880 Airport Road, Suite 113, Ormond Beach, Florida 32174 (hereinafter referred to as "Grantor") and FLAGLER COUNTY, a political subdivision of the State of Florida (hereinafter referred to as "Grantee").

WHEREAS, the Grantor is seized in fee simple and in possession of lands across the Westerly 60 feet of Sections 16 and 21, Township 14 South, Range 31 East, Flagler County, Florida, and the Westerly 60 feet of Section 28, Township 14 South, Range 31 East, Volusia County, Florida lying North of State Road 40 and that particular portion of it described below; and

WHEREAS, the Grantee is seized in fee simple of a parcel of land contiguous to the land of Grantor; and

WHEREAS, Grantee desires to acquire a certain easement ("Easement") over a portion of Grantor's property, which is also subject to other third party easements; and

WHEREAS, Grantor has agreed for the sum of \$10.00 and other good and valuable consideration to convey to Grantee and all other persons claiming by, through or under Grantee, or any of them, their predecessors in title or their heirs, assigns, or legal representatives, an easement or right of way over the land described below, for the purposes and in the manner expressed below; and

WHEREAS, Grantor is obligated to convey to Grantee said Easement pursuant to the Hunter's Ridge DRI Development Order as approved by Grantee on November 15, 2010 (the "DRI Development Order").

NOW, THEREFORE, the Grantor grants unto the Grantee, its heirs and assigns, a perpetual 60 foot wide easement over the existing roadway commonly known as "40 Grade", from State Road 40, northward to its terminus at Strickland Road/Durrance Lane, with full and free right and liberty for them and their tenants, servants, visitors and licensees, at all times hereafter, for all purposes connected with the use and enjoyment of the land of the Grantee for whatever purpose the land from time to time lawfully may be used and enjoyed, to pass and repass along the provided roadway or roadways, to improve and maintain the roadway and install associated improvements, and to install utilities lines on or under the Easement.

This Grant of Easement shall be subject to the following conditions:

1. The parties acknowledge that the current location of 40 Grade meanders within the area more particularly described as: the Westerly 60 feet of Section 28, Township 14 South, Range 31 East, Volusia County, Florida, and the Westerly 60 feet of Sections 16 and 21,

Township 14 South, Range 31 East, Flagler County, Florida, all lying North of State Road 40. The parties agree the existing location of the 40 Grade roadway may be moved, altered, shifted or otherwise modified by Grantee from time to time, within the Easement, in the sole discretion of Grantee, providing that the width of the 40 Grade roadway easement area does not exceed 60 feet. Grantee may cause a survey of 40 Grade to be performed and a legal description to be prepared, and the parties agree that upon completion, Grantee may record an amendment to this Agreement in order to more particularly describe the 40 Grade Easement.

2. Grantee shall maintain the Easement together with any improvements constructed or installed thereon by Grantee or associated with Grantee's use of the Easement. The operation and maintenance of such improvements and of the Easement shall be at Grantee's sole cost and expense.
3. Grantor hereby reserves the right to make any modifications to the roadway located within the Easement, at its sole cost and expense, pursuant to the terms and conditions of the Conceptual Permit issued by the St. Johns River Water Management District (the "SJRWMD") and consistent with conservation easements between Grantor and the SJRWMD; provided, however, that such modifications do not interfere with Grantee's rights provided for herein.
4. Through the date of conveyance, Grantor shall pay any and all taxes, charges or use fee(s) levied by any governmental agency against Grantor's interest in the Easement, or against any of Grantor's real property subject to the Easement.
5. This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligation herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect except in a subsequent modification in writing, signed by the parties hereto.
6. This instrument shall be binding and inure to the benefit of the respective successors and assigns of the parties hereto and the benefits and burdens herein shall run with the land.

TO HAVE AND TO HOLD the Easement or right of way hereby granted unto Grantee, its heirs and assigns, as appurtenant to the land of the Grantee.

IT IS FURTHER UNDERSTOOD that the Grantor, its heirs, assigns and tenants in no way will be bound to improve, maintain or construct a roadway, or to keep it in repair, nor does the Grantor, its heirs and assigns, assume any liability or responsibility to Grantee, its heirs and assigns, or any person using the land by invitation, express or implied, or by reason of any business conducted with Grantee, its heirs or assigns, or otherwise.

IN WITNESS WHEREOF, the Grantor has set its hand and seal the day and year first above written.

Signed, sealed and delivered
in our presence:

U.S. Capital Alliance, LLC, a Florida limited
liability company,

By: _____
Allan Feker, Manager

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

On _____, 2016 before me, _____,
personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

APPROVED this _____ day of _____, 2016, by the
Flagler County Board of County Commissioners.

**FLAGLER COUNTY BOARD OF
COUNTY COMMISSIONERS**

_____, Chair

ATTEST:

Gail Wadsworth, Comptroller and Clerk
to the Board

APPROVED AS TO FORM:

Al Hadeed, County Attorney

Prepared By and Return To:

Kim C. Booker, Attorney at Law
Booker & Associates
1019 Town Center Drive, Suite 201
Orange City, Florida 32763

[Space Above This Line for Recording Data]

WARRANTY DEED

THIS WARRANTY DEED made this ____ day of _____ 2016 between U.S. CAPITAL ALLIANCE, LLC, a Florida limited liability company, whose address is 880 Airport Road, Suite 113, Ormond Beach, Florida 32174 (the "Grantor") and to FLAGLER COUNTY, 1769 East Moody Boulevard, Bunnell, Florida 32110, in fee simply (hereafter referred to as "Grantee").

Witnesseth, that said Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantee and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Flagler County, Florida (the "Property"), to-wit:

SEE ATTACHED EXHIBIT "A"

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property; that the Grantor hereby fully warrants the title to said Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, and that the Property is free of all encumbrances, except those Permitted Exceptions shown on Exhibit "B," attached hereto and incorporated herein, provided that this reference shall not serve to reimpose same.

By Acceptance of this Warranty Deed, Grantee hereby acknowledges that the use of the Property described herein shall be subject to the restrictions as are set forth in Paragraph 2 of that certain Joint Stipulation dated December 6, 1990, recorded at Official Records Book 455, Page 1126, *et. seq.*, Public Records of Flagler County. The Grantee further acknowledges the rights of the Florida Audubon Society, a Florida non-profit corporation, to enforce said restrictions as permitted by the Joint Stipulation.

In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered
in the presence of:

U.S. CAPITAL ALLIANCE, LLC,
a Florida limited liability company

Witnesses:

Print Name: _____

By: _____
Allan Feker, Manager

Print Name: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

On _____, 2016 before me, _____,
personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT "A"

**PARCEL A:
CONSERVATION AREA LEGAL DESCRIPTION:**

ALL OF SECTION 17 AND SECTION 20, TOWNSHIP 14 SOUTH, RANGE 31 EAST, AND PORTIONS OF SECTIONS 16 AND 21, TOWNSHIP 14 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
AS A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF SECTION 15, TOWNSHIP 14 SOUTH, RANGE 31 EAST, BEARING S01°23'37"E ALONG THE EAST LINE OF SAID SECTION 15, A DISTANCE OF 4072.41'; THENCE S88°09'57"W DEPARTING SAID SECTION LINE A DISTANCE OF 5304.19' TO AN INTERSECTION WITH THE WEST LINE OF SAID SECTION 15; THENCE DEPARTING SAID INTERSECTION S88°11'54"W A DISTANCE OF 2619.76' TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE S01°41'45"E A DISTANCE OF 2304.78'; THENCE S43°13'25"E A DISTANCE OF 749.86'; THENCE S40°56'30"E A DISTANCE OF 898.99'; THENCE S33°37'40"E A DISTANCE OF 508.06'; THENCE S64°21'36"E A DISTANCE OF 226.21'; THENCE S01°13'55"W A DISTANCE OF 234.10'; THENCE S33°53'03"E A DISTANCE OF 538.61' TO A CURVE IN THE NORTH RIGHT-OF-WAY OF AIRPORT ROAD (100' R/W); THENCE ALONG SAID CURVE IN THE NORTH RIGHT-OF-WAY OF AIRPORT ROAD, CONCAVE SOUTHEASTERLY, HAVING A DELTA OF D=007°45'44", A RADIUS OF R=2800.00', AN ARC LENGTH OF L=379.34', A CHORD BEARING OF CB=S48°41'25"W, AND A CHORD DISTANCE OF CH=379.05' TO A POINT OF TANGENCY IN SAID RIGHT-OF-WAY; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY S44°48'33"W A DISTANCE OF 249.66'; THENCE DEPARTING THE RIGHT-OF-WAY OF AIRPORT ROAD N14°10'38"W A DISTANCE OF 51.47'; THENCE N53°38'41"W A DISTANCE OF 894.33'; THENCE S51°35'29"W A DISTANCE OF 974.13' TO A CURVE, CONCAVE NORTHWESTERLY; THENCE ALONG SAID CURVE HAVING A DELTA OF D=018°32'46", A RADIUS OF R=812.00', AN ARC LENGTH OF L=262.84', A CHORD BEARING OF CB=S62°51'10"W, AND A CHORD DISTANCE OF CH=261.69' TO A CURVE TO THE LEFT, CONCAVE SOUTHEASTERLY; THENCE ALONG SAID CURVE HAVING A DELTA OF D=042°18'27", A RADIUS OF R=917.00', AN ARC LENGTH OF L=677.12', A CHORD BEARING OF CB=S50°58'19"W, AND A CHORD DISTANCE OF CH=661.84' TO A POINT OF TANGENCY; THENCE S29°49'06"W A DISTANCE OF 645.54'; THENCE S24°21'45"W A DISTANCE OF 276.51' TO AN INTERSECTION WITH THE SOUTH LINE OF SECTION 21, TOWNSHIP 14 SOUTH, RANGE 31 EAST; THENCE S88°05'26"W ALONG THE SOUTH LINE OF SAID SECTION 21 A DISTANCE OF 1335.50' TO THE SOUTHWEST CORNER OF SECTION 21; THENCE DEPARTING THE SOUTH LINE OF SECTION 21, S87°39'57"W ALONG THE SOUTH LINE OF SECTION 20, TOWNSHIP 14 SOUTH, RANGE 31 EAST, A DISTANCE OF 2665.28' TO THE SOUTH QUARTER CORNER OF SAID SECTION 20; THENCE CONTINUE ALONG THE SOUTH LINE OF SECTION 20, S87°39'38"W A DISTANCE OF 2664.85' TO THE SOUTHWEST CORNER OF SECTION 20; THENCE DEPARTING THE SOUTH LINE OF SECTION 20 N01°23'49"W ALONG THE WEST LINE OF SECTION 20 A DISTANCE OF 5321.15' TO THE NORTHWEST CORNER OF SECTION 20; THENCE DEPARTING THE WEST LINE OF SECTION 20 N01°04'12"W ALONG THE WEST LINE OF SECTION 17, TOWNSHIP 14 SOUTH, RANGE 31 EAST, A DISTANCE OF 5287.15' TO THE NORTHWEST CORNER OF SAID SECTION 17; THENCE DEPARTING THE WEST LINE OF SECTION 17 N88°06'34"E ALONG THE NORTH LINE OF SECTION 17 A DISTANCE OF 5312.21' TO THE NORTHEAST CORNER OF SECTION 17; THENCE DEPARTING THE NORTH LINE OF SECTION 17 N88°11'54"E ALONG THE

NORTH LINE OF SECTION 16, TOWNSHIP 14 SOUTH, RANGE 31 EAST, A DISTANCE OF 2647.92' TO THE NORTH QUARTER CORNER OF SAID SECTION 16; THENCE DEPARTING THE NORTH LINE OF SECTION 16 S01°41'45"E A DISTANCE OF 4072.26' TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

AND

PARCEL B:

REGIONAL PARK AREA LEGAL DESCRIPTION (PARCEL Q):

A PARCEL OF LAND BEING A PORTION OF SECTION 21, TOWNSHIP 14 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 21, AND RUN S. 87°26'24" W., ALONG THE SOUTH LINE OF SAID SECTION 21, A DISTANCE OF 2646.25 FEET; THENCE S. 87°26'13" W., ALONG SAID SOUTH LINE A DISTANCE OF 471.20 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF AIRPORT ROAD, A 100 FOOT RIGHT OF WAY; THENCE CONTINUE S. 87°26'13" W., ALONG SAID SOUTH LINE A DISTANCE OF 110.79 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAID AIRPORT ROAD, SAID POINT ALSO BEING ON A CURVE AND BEING THE POINT OF BEGINNING; THENCE CONTINUE S. 87°26'13" W., ALONG SAID SOUTH LINE A DISTANCE OF 776.82 FEET; THENCE LEAVING SAID SOUTH LINE, N. 24°21'45" E., A DISTANCE OF 276.51 FEET; THENCE N. 29°49'06" E., A DISTANCE OF 645.54 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 917.00 FEET AND A CENTRAL ANGLE OF 42°18'27"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 677.12 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 812.00 FEET AND A CENTRAL ANGLE OF 18°32'46"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 262.84 FEET TO THE POINT OF TANGENCY; THENCE N. 51°35'29" E., A DISTANCE OF 974.13 FEET; THENCE S. 53°38'41" E., A DISTANCE OF 894.33 FEET; THENCE S. 14°10'38" E., A DISTANCE OF 51.47 FEET TO A POINT ON THE AFORESAID WESTERLY RIGHT OF WAY LINE OF AIRPORT ROAD; SAID POINT BEING ON A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2450.00 FEET, A CENTRAL ANGLE OF 25°07'47", AND A CHORD BEARING AND DISTANCE OF S. 57°49'45" W., 1065.97 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1074.56 FEET TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG THE SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING 3 COURSES; S. 70°23'39" W, A DISTANCE OF 336.88 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1150.00 FEET AND A CENTRAL ANGLE OF 48°40'58"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 977.13 FEET TO THE POINT OF BEGINNING.

Exhibit "B"
Permitted Exceptions

[TO BE UPDATED PRIOR TO CLOSING]

1. Oil, gas, mineral, or other reservations as set forth in deed by Tomoka Land Company recorded in Deed Book 36, Page 79, and Notice of Claim recorded in O.R. Book 69, Page 229, and conveyed by Consolidated-Tomoka Land Co. to Indigo Group Inc., a Florida corporation under Warranty Deed recorded in O.R. Book 1174, Page 917, Public Records of Flagler County, Florida. No determination has been made as to the current record owner for the interest excepted herein. (As to both Parcels A and B)
2. Resolution No. 2010-61 recorded in O.R. Book 1803, Page 648, Amending and Replacing in its Entirety the Development Order recorded in O.R. Book 423, Page 669, Adoption of Development Order recorded in O.R. Book 455, Page 1019, and Amendment recorded in O.R. Book 465, Page 1466, Public Records of Flagler County, Florida. (As to both Parcels A and B)
3. Easement set forth in Warranty Deed recorded in O.R. Book 222, Page 372, Public Records of Flagler County, Florida, referring to Easement over the Westerly 80 feet of Sections 16 and 21, Township 14 South, Range 31 East, recorded in O.R. Book 2261, Page 224 in the Public Records of Volusia County, Florida, which does not appear of record in Flagler County, Florida. Note: Also see Affidavit recorded in O.R. Book 590, Page 1789. (As to that part of Parcel A, lying in Sections 16 and 21, Township 14 South, Range 31 East)
4. Grant of Easement in favor of Leonard Durrance recorded in O.R. Book 591, Page 536, Public Records of Flagler County, Florida. (As to that part of Parcel A, lying in Sections 16 and 21, Township 14 South, Range 31 East)
5. Notice of Noncompliance pursuant to Florida Statute 380.06, Noncompliance issues under the Hunters Ridge Development Order and Notice of Flagler County's Rights, recorded in O.R. Book 1888, Page 192 and re-recorded in O.R. Book 1888, page 1208, Public Records of Flagler County, Florida, setting forth violations, terms and conditions together with a stay of Development Activity. (As to both Parcels A and B)[TO BE REMOVED]
6. Conservation Easement in favor of St. Johns River Water Management District recorded April 21, 2009 in O.R. Book 1712, Page 1123, Public Records of Flagler County, Florida. (As to Parcel A)
7. Conservation Easement in favor of St. Johns River Water Management District recorded March 18, 2010 in O.R. Book 1760, Page 948, Public Records of Flagler County, Florida, (As to that portion of Parcel A, lying in Section 20)
8. Conservation Easement in favor of St. Johns River Water Management District recorded June 10, 2013 in O.R. Book 1945, Page 1511, Public Records of Flagler County, Florida. (As to that part of Parcel A, lying Section 20)
9. Agreement for Exclusive Right to Manage, Market and Sell Carbon Credits as contained in Affidavit recorded in O.R. Book 1731, Page 1265, Public Records of Flagler County, Florida. (As to Parcel A) [TO BE REMOVED]
10. Perpetual and exclusive easement and right-of-way for public street purposes granted to the City of Ormond Beach under the Right of Way Deed recorded in O.R. Book 1572, Page 1959, Public Records of Flagler County, Florida. (As to any portion lying within Parcel B)
11. Subject property abuts a drainage right-of-way and by reason thereof, exception is taken to the following:
a) Rights of owners of land abutting upon the waters of canal and retention area. b) Title to beds or bottoms of lakes, rivers, or other bodies of water located on or within the property described herein. c) Riparian and littoral rights are neither guaranteed nor insured and title to any filled and accreted lands is not insured.
12. Assignment of Rights, recorded [] in O.R. Book [], Page [], Public Records of Flagler County, Florida.

Draft Dated: November 3, 2016

13. 40 Grade Grant of Easement, recorded [] in O.R. Book [], Page [], Public Records of Flagler County, Florida.
14. Conservation Easement in favor of St. Johns River Water Management District recorded [] in O.R. Book [], Page [], Public Records of Flagler County, Florida (As to Parcel A).

Prepared By and Return To:

Kim C. Booker, Attorney at Law
Booker & Associates
1019 Town Center Drive, Suite 201
Orange City, Florida 32763

[Space Above This Line for Recording Data]

WARRANTY DEED

THIS WARRANTY DEED made this ____ day of _____ 2016 between U.S. CAPITAL ALLIANCE, LLC, a Florida limited liability company, whose address is 880 Airport Road, Suite 113, Ormond Beach, Florida 32174 (the "Grantor") and to FLAGLER COUNTY, 1769 East Moody Boulevard, Bunnell, Florida 32110, in fee simply (hereafter referred to as "Grantee").

Witnesseth, that said Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantee and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Flagler County, Florida (the "Property"), to-wit:

SEE ATTACHED EXHIBIT "A"

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property; that the Grantor hereby fully warrants the title to said Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, and that the Property is free of all encumbrances, except those Permitted Exceptions shown on Exhibit "B," attached hereto and incorporated herein, provided that this reference shall not serve to reimpose same.

Draft Dated: October 24, 2016

In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered
in the presence of:

U.S. CAPITAL ALLIANCE, LLC,
a Florida limited liability company

Witnesses:

Print Name: _____

By: _____
Allan Feker, Manager

Print Name: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

On _____, 2016 before me, _____,
personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT "A"

LEGAL DESCRIPTION: PUBLIC SAFETY SITE PARCEL

A PORTION OF SECTION 22, TOWNSHIP 14 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; AS A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 22; THENCE NORTH 01 DEGREES 56 MINUTES 41 SECONDS WEST ALONG THE WESTERLY LINE OF AFORESAID SECTION 22 A DISTANCE OF 2146.07 FEET TO THE INTERSECTION OF SAID WESTERLY LINE AND THE CENTERLINE OF AIRPORT ROAD A 100 FOOT RIGHT OF WAY AS NOW LAID OUT AND USED; THENCE DEPARTING SAID WESTERLY LINE OF SECTION 22 AND ALONG THE CENTERLINE OF AFORESAID AIRPORT ROAD THE FOLLOWING COURSES AND DISTANCES; NORTH 54 DEGREES 30 MINUTES 43 SECONDS EAST A DISTANCE OF 1891.96 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 1650.00 AND A CENTRAL ANGLE OF 21 DEGREES 46 MINUTES 35 SECONDS; THENCE EASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 627.11 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 65 DEGREES 24 MINUTES 00 SECONDS EAST, A DISTANCE OF 623.35 FEET TO THE END OF SAID CURVE; THENCE NORTH 76 DEGREES 17 MINUTES 20 SECONDS EAST A DISTANCE OF 165.02 FEET TO THE INTERSECTION OF THE CENTERLINE OF HUNTERS RIDGE BOULEVARD A 80 FOOT RIGHT OF WAY AS NOW LAID OUT AND USED; THENCE CONTINUING ALONG SAID AIRPORT ROAD CENTERLINE NORTH 76 DEGREES 17 MINUTES 18 SECONDS EAST A DISTANCE OF 467.78 FEET; THENCE DEPARTING SAID CENTERLINE SOUTH 13 DEGREES 42 MINUTES 42 SECONDS EAST A DISTANCE OF 50.00 FEET TO THE SOUTHERLY RIGHT OF WAY OF AFORESAID AIRPORT ROAD, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY NORTH 76 DEGREES 17 MINUTES 18 SECONDS EAST A DISTANCE OF 248.38 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY THE FOLLOWING COURSES AND DISTANCES; SOUTH 30 DEGREES 19 MINUTES 41 SECONDS EAST A DISTANCE OF 539.78 FEET; THENCE SOUTH 75 DEGREES 48 MINUTES 22 SECONDS WEST A DISTANCE OF 45.03 FEET; THENCE SOUTH 10 DEGREES 05 MINUTES 51 SECONDS WEST A DISTANCE OF 91.84 FEET; THENCE SOUTH 04 DEGREES 23 MINUTES 46 SECONDS WEST A DISTANCE OF 78.45 FEET; THENCE SOUTH 31 DEGREES 15 MINUTES 21 SECONDS EAST A DISTANCE OF 99.27 FEET; THENCE SOUTH 06 DEGREES 24 MINUTES 56 SECONDS WEST A DISTANCE OF 91.03 FEET; THENCE SOUTH 30 DEGREES 36 MINUTES 54 SECONDS WEST A DISTANCE OF 76.52 FEET; THENCE NORTH 86 DEGREES 23 MINUTES 42 SECONDS WEST A DISTANCE OF 42.97 FEET; THENCE SOUTH 65 DEGREES 17 MINUTES 35 SECONDS WEST A DISTANCE OF 219.53 FEET; THENCE NORTH 39 DEGREES 30 MINUTES 14 SECONDS WEST A DISTANCE OF 39.34 FEET; THENCE NORTH 27 DEGREES 15 MINUTES 38 SECONDS WEST A DISTANCE OF 29.07 FEET; THENCE NORTH 37 DEGREES 24 MINUTES 01 SECONDS EAST A DISTANCE OF 42.54 FEET; THENCE NORTH 12 DEGREES 00 MINUTES 02 SECONDS EAST A DISTANCE OF 81.68 FEET; THENCE NORTH 52 DEGREES 57 MINUTES 03 SECONDS EAST A DISTANCE OF 15.11 FEET; THENCE NORTH 00 DEGREES 07 MINUTES 00 SECONDS EAST A DISTANCE OF 45.42 FEET; THENCE NORTH 60 DEGREES 58 MINUTES 48 SECONDS WEST A DISTANCE OF 19.32 FEET; THENCE NORTH 28 DEGREES 14 MINUTES 46 SECONDS WEST A DISTANCE OF 125.86 FEET; THENCE NORTH 00 DEGREES 44 MINUTES 24 SECONDS EAST A

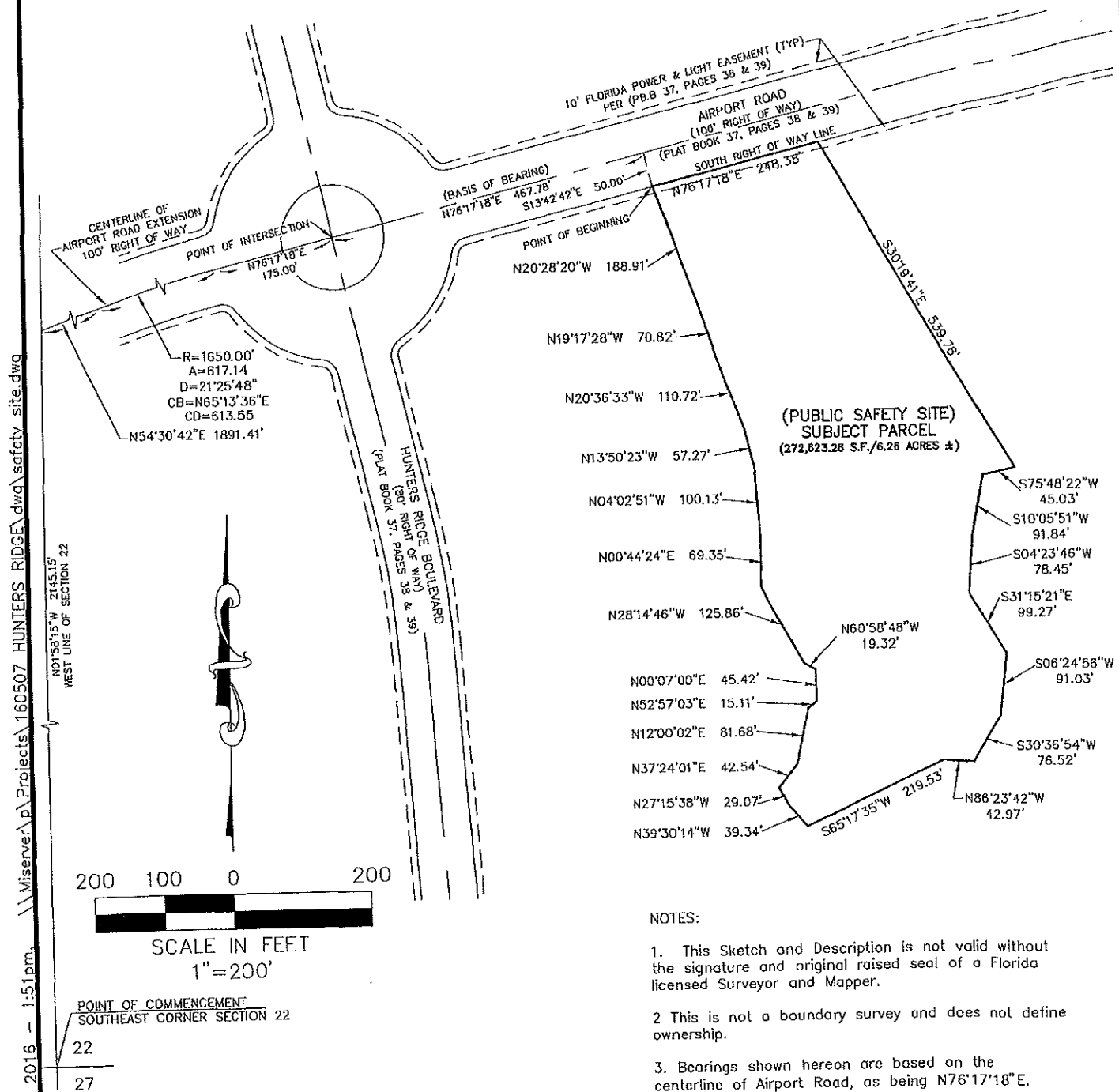
DISTANCE OF 69.35 FEET; THENCE NORTH 04 DEGREES 02 MINUTES 51 SECONDS WEST A DISTANCE OF 100.13 FEET; THENCE NORTH 13 DEGREES 50 MINUTES 23 SECONDS WEST A DISTANCE OF 57.27 FEET; THENCE NORTH 20 DEGREES 36 MINUTES 33 SECONDS WEST A DISTANCE OF 110.72 FEET; THENCE NORTH 19 DEGREES 17 MINUTES 28 SECONDS WEST A DISTANCE OF 70.82 FEET; THENCE NORTH 20 DEGREES 28 MINUTES 27 SECONDS WEST A DISTANCE OF 188.92 FEET; TO THE INTERSECTION OF THE AFOREMENTIONED SOUTHERLY RIGHT OF WAY OF AIRPORT ROAD, SAID POINT ALSO BEING THE POINT OF BEGINNING.

Exhibit "B"
Permitted Exceptions

1. Oil, gas, mineral, or other reservations as set forth in deed by Tomoka Land Company recorded in Deed Book 36, Page 79, and Notice of Claim recorded in O.R. Book 69, Page 229, and conveyed by Consolidated-Tomoka Land Co. to Indigo Group Inc., a Florida corporation under Warranty Deed recorded in O.R. Book 1174, Page 917, Public Records of Flagler County, Florida. No determination has been made as to the current record owner for the interest excepted herein.
2. Resolution No. 2010-61 recorded in O.R. Book 1803, Page 648, Amending and Replacing in its Entirety the Development Order recorded in O.R. Book 423, Page 669, Adoption of Development Order recorded in O.R. Book 455, Page 1019, and Amendment recorded in O.R. Book 465, Page 1466, Public Records of Flagler County, Florida.
3. Notice of Noncompliance pursuant to Florida Statute 380.06, Noncompliance issues under the Hunters Ridge Development Order and Notice of Flagler County's Rights, recorded in O.R. Book 1888, Page 192 and re-recorded in O.R. Book 1888, page 1208, Public Records of Flagler County, Florida, setting forth violations, terms and conditions together with a stay of Development Activity. [TO BE REMOVED]
4. Matters, including but not limited to easements, shown on map or plat of Airport Road/Hunter's Ridge Boulevard Extension, recorded in Plat Book 37, Page 38, together with Plat Addendum recorded in O.R. Book 1730, Page 1052, and as affected by Resolution recorded in O.R. Book 1803, Page 648 (which provides that the Developer, its successors and/or assigns shall maintain all roads as private roads, but with perpetual, non-exclusive public access, within the Development area as shown therein), Public Records of Flagler County, Florida.
5. Perpetual and exclusive easement and right-of-way for public street purposes granted to the City of Ormond Beach under the Right of Way Deed recorded in O.R. Book 1572, Page 1959, Public Records of Flagler County, Florida.
6. Memorandum of Right-of-Way Consent Agreement recorded in O.R. Book 1319, Page 1953, Public Records of Flagler County, Florida. [TO BE DETERMINED]

SKETCH AND DESCRIPTION

PUBLIC SAFETY SITE
FLAGLER COUNTY, FLORIDA



SEE SHEET 2 FOR LEGAL DESCRIPTION
SHEET 1 OF 2



CARNAHAN • PROCTOR • CROSS, INC.

CONSULTING ENGINEERS • SURVEYORS • PLANNERS

220 Charles Street, Suite A, Port Orange, FL 32129

PHONE: (321)241-6909 FAX: (321)241-6910

Certificate Of Authorization: LB2936

www.carnahan-proctor.com

Prepared for: ALANN ENGINEERING GROUP, INC.

I hereby certify that this sketch to accompany legal description is true and correct to the best of my knowledge and belief and does not represent a boundary survey.

PETER G. JOHNSON
PROFESSIONAL SURVEYOR & MAPPER NO. 5913
STATE OF FLORIDA

SKETCH AND DESCRIPTION

PUBLIC SAFETY SITE
FLAGLER COUNTY, FLORIDA

LEGAL DESCRIPTION:

PUBLIC SAFETY SITE

A PORTION OF SECTION 22, TOWNSHIP 14 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 22; THENCE RUN N.01°58.15"E., ALONG THE WESTERLY LINE OF SAID SECTION A DISTANCE OF 2145.15 FEET TO A POINT ON THE CENTERLINE OF AIRPORT ROAD EXTENSION, A 100 FOOT WIDE RIGHT OF WAY; THENCE ALONG SAID CENTERLINE THE FOLLOWING FOUR COURSES AND DISTANCES; THENCE N.54°30'42"E., 1891.41 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 1650.00 FEET, A CENTRAL ANGLE OF 21°25'48", AND A CHORD BEARING AND DISTANCE OF N.65°13'36"E., 613.55 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 617.14 FEET TO THE POINT OF TANGENCY AND A POINT ON THE CENTERLINE OF AIRPORT ROAD, A 100 FOOT WIDE RIGHT OF WAY AS RECORDED IN MAP BOOK 37, PAGES 38 & 39 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE N.76°17'18"E., ALONG SAID CENTERLINE, A DISTANCE OF 175.00 FEET TO THE INTERSECTION OF THE CENTERLINE OF HUNTERS RIDGE BOULEVARD, AN 80 FOOT WIDE RIGHT OF WAY, AS RECORDED IN SAID MAP BOOK 37, PAGES 38 & 39; THENCE CONTINUE N.79°17'18"E., ALONG SAID CENTERLINE OF AIRPORT ROAD, A DISTANCE OF 467.78 FEET; THENCE LEAVING SAID CENTERLINE, S.13°42'42"E., A DISTANCE OF 50.00 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF SAID AIRPORT ROAD, AND THE POINT OF BEGINNING;

THENCE N.76°17'18" E., ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 248.38 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE, S.30°19'41"E., A DISTANCE OF 539.78 FEET; THENCE S.75°48'22"W., A DISTANCE OF 45.03 FEET; THENCE S.10°05'51"W., A DISTANCE OF 91.84 FEET; THENCE S.04°23'46"W., A DISTANCE OF 78.45 FEET; THENCE S.31°15'21"E., A DISTANCE OF 99.27 FEET; THENCE S.06°24'56"W., A DISTANCE OF 91.03 FEET; THENCE S.30°36'54"W., A DISTANCE OF 76.52 FEET; THENCE N.86°23'42"W., A DISTANCE OF 42.97 FEET; THENCE S.65°17'35"W., A DISTANCE OF 219.53 FEET; THENCE N.39°31'14"W., A DISTANCE OF 39.34 FEET; THENCE N.27°15'38"W., A DISTANCE OF 29.07 FEET; THENCE N.37°24'01"E., A DISTANCE OF 42.54 FEET; THENCE N.12°00'02"E., A DISTANCE OF 81.68 FEET; THENCE N.52°57'03"E., A DISTANCE OF 15.11 FEET; THENCE N.00°07'00"E., A DISTANCE OF 45.42 FEET; THENCE N.60°58'48"W., A DISTANCE OF 19.32 FEET; THENCE N.28°14'46"W., A DISTANCE OF 125.86 FEET; THENCE N.00°44'24"E., A DISTANCE OF 69.35 FEET; THENCE N.04°02'51"W., A DISTANCE OF 100.13 FEET; THENCE N.13° 50'23"W., A DISTANCE OF 57.27 FEET; THENCE N.20°36'33"W., A DISTANCE OF 110.72 FEET; THENCE N.19°17'28"W., A DISTANCE OF 70.82 FEET; THENCE N.20°28'20"W., A DISTANCE OF 188.91 FEET TO THE AFORESAID SOUTH RIGHT OF WAY LINE AND THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 272,623.28 SQUARE FEET, OR 6.26 ACRES MORE OR LESS.

SEE SHEET 1 FOR SKETCH
SHEET 2 OF 2



CARNAHAN-PROCTOR-CROSS, INC.

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PHONE: (321)241-6909 FAX: (321)241-6910

Certificate Of Authorization: LB2936

www.carnahan-proctor.com

Prepared for: ALANN ENGINEERING GROUP, INC.

Return original or certified recorded document to:

THIS TEMPORARY EASEMENT FOR ACCESS is given this ____ day of ____, 2016, by Flagler County, Florida ("Grantor"), whose mailing address is 1769 Moody Blvd., Bldg. 2, Suite 301, Bunnell, Florida 32110 and U.S. Capital Alliance, LLC, a Florida limited liability company, whose address is 880 Airport Road, Suite 113, Ormond Beach, Florida 32174 ("Grantee"). Grantor and Grantee are sometimes referred to individually as a "Party", and collectively, as "Parties".

WITNESSETH

WHEREAS, Grantor is the fee simple owner of certain lands situated in Flagler County, Florida, and more specifically described in Exhibit "A" attached hereto and incorporated herein (the "Property"); and

WHEREAS, Grantee is the fee simple owner and developer of certain lands situated in Flagler County, Florida which are governed by that certain Development of Regional Impact Development Order, dated November 15, 2010, adopted by the Flagler County Board of County Commissioners (the "County Commission") pursuant to Resolution No. 2010-61, as recorded in Official Records Book 1803, Page 648, *et. seq.*, in the Public Records of Flagler County, Florida, as may be amended from time to time (the "DRI Development Order"); and

WHEREAS, Grantor has agreed to grant and convey to Grantee, a temporary non-exclusive access easement over, on, under, upon, and across the Property for the specific and limited purposes set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms and conditions set forth herein, together with other good and valuable consideration provided to Grantor, the adequacy and receipt of which are hereby acknowledged, Grantor hereby voluntarily grants, creates, conveys, and establishes a temporary easement for and in favor of Grantee upon the Property described on Exhibit "A" which shall run with the land and be binding upon the Grantor, and shall remain in full force and effect for the duration provided below.

The scope, nature, and character of this Easement shall be as follows:

1. Recitals. The recitals herein are true and correct and are hereby incorporated into and made a part of this Easement.

2. Purpose. It is the purpose of this Easement to grant a temporary non-exclusive access easement over, on, under, upon, and across the Property at all times for the limited purpose of allowing Grantee to perform all acts necessary to ensure the fulfillment of all requirements of Conceptual Permit No. [insert permit no.], as may be modified from time to time (the "Permit"), all of which shall be performed by Grantee in conformance with that certain

Conservation Park Area Agreement dated [____], 2016, between Grantor and Grantee. Grantee shall have the right to travel over, across and along the Property by means of existing roads and trails which Grantee may improve from time to time, providing such improvements are authorized by the Permit.

3. Maintenance and Use. Grantee shall keep the Property in good condition and repair and shall not allow the Property to be used for any unlawful purpose. Grantee shall comply with all applicable governmental laws, ordinances, rules and regulations while using the Property for the purposes granted herein. Grantee shall not dispose of any contaminants including, but not limited to, hazardous or toxic substances, on the Property or in any manner not permitted by law. Grantee shall notify Grantor immediately in the event that Grantee has actual knowledge or any environmental problems on the Property, and Grantee shall be liable for all costs associated with any clean-up of the Property that is the result of Grantee's operations and use of the Property.

4. Damage. Grantee will repair any damage to the Property, to the extent such damage is caused by Grantee or its contractors, subcontractors, employees or agents.

5. Listed Species Protection. Grantee shall be responsible for avoidance of impacting any state or federally listed threatened or endangered species including plant and animal species on the Property wherever feasible. Grantee agrees to minimize impacts to the existing groundcover within the Property by utilizing a single path, when practical, for traversing the area with equipment traffic in conjunction with its performance of the Permit requirements. If avoidance is not feasible, Grantee shall be responsible for any litigation arising from impacts to the listed species.

6. No Dedication. No right of access by the general public to any portion of the Property is conveyed by this Easement.

7. Assignment. This Agreement shall not be assigned, in whole or in part, without the prior written consent of Grantor, which consent may not be unreasonably conditioned, withheld or delayed. Any Assignment made, either in whole or in part, without the prior written consent of Grantor, shall be void and without legal effect.

8. Indemnification/Release. Grantee shall indemnify, defend, and save and hold harmless Grantor, its board members and employees, from and against any and all third party claims for damages, loss, expense, liability, injury, or costs, including but not limited to reasonably attorney's fees, relating to personal injury or death of persons and/or property damage, to the extent caused by or arising directly, indirectly or proximately from: (1) the acts or omissions of the Grantee, its agents, employees, contractors or subcontractors in connection with the use of the Property, (ii) the performance or non-performance of any term, condition, covenant or provision of this Agreement by Grantee, its agents, employees, contractors, or subcontractors; or (iii) activities conducted with respect to the Property by Grantee, its agents, employees, contractors, or subcontractors, including but not limited to, the construction, operation or maintenance of the Property. In the event Grantor brings suit, including appeals, to enforce any of the provisions of this Agreement, Grantor shall be entitled to recover from Grantee all reasonably attorney's fees, and costs, incurred by Grantor.

9. Duration. This Easement shall remain in full force and effect until the requirements of Conceptual Permit No. [insert permit no.] that relate to the Property are successfully completed (as indicated in writing by Grantee) or on January 1, 2032 (whichever date is earlier), unless otherwise extended in writing by Grantor and Grantee. This Easement may be amended, altered, released or revoked only by written agreement between the parties hereto or their heirs, assigns or successors-in-interest, which shall be filed in the public records in Flagler County, Florida.

10. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. The Parties agree to first attempt to settle any dispute arising out of or in connection with this Agreement by good faith negotiation. If the Parties are unable to resolve amicably any dispute arising out of or in connection with this Agreement, each shall have all remedies available at law or in equity.

11. Recording. Grantee, at its own expense, shall record this fully executed Agreement in its entirety in the Public Records of Flagler County, Florida.

12. Counterparts. This Agreement may be executed in separate counterparts, each of which is an original, and all of which together constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned has signed and executed this Agreement on the respective date under its signature:

FLAGLER COUNTY BOARD OF COUNTY
COMMISSIONERS, FLORIDA

_____, Chair

Date: _____

Execution of this Agreement was authorized by the
Board of County Commissioners at its public meeting
held on: _____

ATTEST:

Gail Wadsworth, Comptroller and Clerk
to the Board

APPROVED AS TO FORM:

Al Hadeed, County Attorney

IN WITNESS WHEREOF, the Grantor has set its hand and seal the day and year first above written.

Signed, sealed and delivered
in our presence:

U.S. Capital Alliance, LLC, a Florida limited liability
company,

By: _____
Allan Feker, Manager

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____

On _____, 2016 before me, _____, who personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

Draft Dated: November 29, 2016

EXHIBIT A

[INSERT LEGAL DESCRIPTION FOR CONSERVATION PARK AREA]

BEST COPY

22610224

BOOK PAGE

This instrument prepared by:
HEPPEN BLUES, JR.
125 S. Ridgewood Ave.
Daytona Beach, Florida

GRANT OF EASEMENT

THIS INDENTURE, made this 14th day of April, 1981,
by and between HUDSON PULP & PAPER CORP., a Maine Corporation, Grantor,
and DURRANCE DEVELOPMENT LTD., a Limited Partnership, of the County
of Volusia, State of Florida, Grantee.

WHEREAS, the Grantor is seized in fee simple and in possession
of lands lying in Section 13, Township 14 South, Range 31 East, Volusia
County, Florida; and Section 23, Township 14 South, Range 31 East,
Volusia County, Florida; and Section 14, Township 14 South, Range 32
East, Volusia County, Florida; and Section 24, Township 14 South, Range
32 East, Volusia County, Florida; and that particular portion of it
described below; and

WHEREAS, the Grantee is seized in fee simple of a parcel of
land contiguous to the land of Grantor; and

WHEREAS, Grantor has agreed for the consideration of the sum
of \$10.00 and other good and valuable considerations to convey to
said Grantee and all other persons claiming by, through or under Gran-
tee, or any of them, their predecessors in title or their heirs,
assigns, or legal representatives, an easement or right of way over
the land described below, for the purposes and in the manner expressed
below,

NOW, this Indenture witnesseth that in pursuant of this Agree-
ment and in consideration of the sum of \$10.00 and other good and
valuable considerations, receipt of which is acknowledged, the Grantor
grants unto the Grantee, its heirs and assigns, full and free right
and liberty for them and their tenants, servants, visitors and lichen-
sees, at all times hereafter, for all purposes connected with the use
and enjoyment of the land of the Grantee for whatever purpose the land
from time to time lawfully may be used and enjoyed, to pass and repass
along the provided roadway or roadways and install utilities lines on
or under, more particularly described as follows:

The Westerly 80 feet of Sections
16, 21, and 28, lying North of
State Road 40, Township 14 South,
Range 31 East, Volusia County,
Florida.

TO HAVE AND TO HOLD the easement or right of way hereby granted
unto Grantee, its heirs and assigns, as appurtenant to the land of
the Grantee.

IT IS FURTHER UNDERSTOOD that the Grantor, its heirs, assigns
and tenants in no way will be bound to improve, maintain or construct
a roadway, or to keep it in repair, nor does the Grantor, its heirs
and assigns, assume any liability or responsibility to Grantee, its
heirs and assigns, or any person using the land by invitation, express
or implied, or by reason of any business conducted with Grantee, its
heirs or assigns, or otherwise.

IT IS FURTHER UNDERSTOOD that this Easement shall pass as a
non-exclusive easement to a subsequent grantee of the Grantee herein
wherein any property lying in Section 14, Township 14 South, Range 31
East, Volusia County, Florida, is conveyed by the Grantee herein.

APR 22 1981

034054

BEST COPY

22610225

BOOK PAGE

IN WITNESS WHEREOF, the Grantor has set its hand and seal
the day and year first above written.

Signed, sealed and delivered
in our presence:

HUDSON PULP & PAPER CORP.,
a Maine Corporation.

By: Terrie D. English
Vice President

Attest: Phillip M. Armstrong
Assistant Secretary

Grantor

STATE OF GEORGIA
COUNTY OF RICHMOND

I HEREBY CERTIFY that on this day before me, an officer duly
qualified to take acknowledgments, personally appeared H. S. MERSEREAU
and PHILLIP M. ARMSTRONG,
well known to me to be the Senior Vice-President and Assistant Secretary,
respectively of HUDSON PULP & PAPER CORP., a Maine Corporation, who
acknowledged before me that they executed the foregoing Grant of Base-
ment for the purposes therein expressed, on behalf of the Corporation
and being duly authorized by the Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official
seal in the State and County aforesaid this 14th day of April,
1981.

Carole A. Dubois
Notary Public, State of Georgia

My Commission Expires:

Notary Public, Richmond Co., Georgia
My Commission Expires June 27, 1982

DURRANCE DEVELOPMENT LTD., a
Limited Partnership

By: Tommy Durrance
General Partner

Grantee

STATE OF FLORIDA
COUNTY OF VOLUSIA

I HEREBY CERTIFY that on this day before me, an officer duly
qualified to take acknowledgments, personally appeared TOMMY DURRANCE

well known to me to be the General Partner
of DURRANCE DEVELOPMENT LTD., a Limited Partnership, who
acknowledged before me that they executed the foregoing Grant of Base-
ment for the purposes therein expressed, on behalf of the Partnership
and being duly authorized by the Partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and official
seal in the State and County aforesaid this 14th day of April,
1981.

Carole A. Dubois
Notary Public, State of Florida
at Large

My Commission Expires:

Notary Public, State of Florida
My Commission Expires April 2, 1982
SIGNED THIS 14th DAY OF APRIL 1981

08/15/1997 15:14
Instrument # 97135959
Book: 4226
Page: 4106

GRANT OF EASEMENT

THIS GRANT OF EASEMENT, is made this ^{August} 14th day of July, 1997, by and between Durrance Development, Ltd., a Florida limited partnership, with its office in Volusia County, Florida (hereinafter "Grantor"), and Leonard Durrance, whose mailing address is Post Office Box 730549, Ormond Beach, Florida 32173-0549 (hereinafter "Grantee").

WHEREAS, Grantor is the holder of an easement across the Westerly 80' of Section 16 and Section 21, Township 14 South, Range 31 East, Flagler County, Florida and across the Westerly 80' of Section 28, Township 14 South, Range 31 East, Volusia County, Florida, pursuant to that Grant Of Easement dated April 14, 1981, and recorded in Official Records Book 2261, Page 0224 and 0225, Public Records of Volusia County, Florida; and

WHEREAS, said Grant Of Easement on its face is transferable,

NOW, THEREFORE, in consideration of the sum of Ten (\$10.00) Dollars and other valuable consideration, receipt of which is hereby acknowledged, Grantor hereby conveys, transfers and assigns to the Grantee, his heirs and assigns an easement or right of way over the land described below, for the purposes and in the manner expressed in that Grant Of Easement recorded at O.R. Book 2261, Page 0224 and 0225, Public Records of Volusia County, Florida, including, but not limited to the right to pass and repass along the provided roadway or roadways on the following land:

"The Westerly 80' of Sections 16 and 21, Township 14 South, Range 31 East, Flagler County, Florida, and the Westerly 80' of Section 28 of Volusia County, Florida, all lying North of State Road 40."

TO HAVE AND TO HOLD the Easement hereby granted unto Grantee, his heirs and assigns.

IN WITNESS WHEREOF, the Grantor has set his hand and seal this ^{August} 14th day of July, 1997.

Signed, sealed and delivered
in the presence of:

Gracie Goff

Mary Ann King

DURRANCE DEVELOPMENT, LTD.

BY:

Thomas L. Durrance
THOMAS L. DURRANCE, General Partner

Book: 4226
Page: 4107
Diane M. Matousek
Volusia County, Clerk of Court

ACKNOWLEDGEMENT

STATE OF FLORIDA

COUNTY OF VOLUSIA

Before me, the undersigned authority, personally appeared Thomas L. Durrance as General Partner of Durrance Development, Ltd. who is personally known to me and who executed the foregoing for the purposes expressed therein this 14th day of ~~July~~ ^{August}, 1997.


_____, Notary Public
State of Florida at Large
My Commission Expires: Apr. 7th, 2001



Mary Ann King
MY COMMISSION # CC630304 EXPIRES
APRIL 7, 2001
BONDED THROUGH FARM INSURANCE, INC.

THIS INSTRUMENT PREPARED BY:

Thomas L. Durrance
Durrance Development, Ltd.
Post Office Box 730549
Ormond Beach, FL 32173-0549
(904) 676-0200

02/19/1997 16:39
Doc stamps 0.70
(Transfer fee \$ 10)
Instrument # 97027100
Book: 417B
Page: 932

DEED OF CONSERVATION EASEMENT

THIS GRANT DEED OF CONSERVATION EASEMENT is made this day of 27th day of January, 1997 by GEORGIA-PACIFIC CORPORATION, whose address is 133 Peachtree Street N.E., Atlanta, Georgia, 30303 ("Grantor"), in favor of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, a public body existing under Chapter 373, Florida Statutes, having a mailing address at Post Office Box 1429, Palatka, Florida 32177-1429 ("Grantee").

WITNESSETH:

WHEREAS Grantor is the sole owner in fee simple of certain real property in Volusia County, Florida, more particularly described in Exhibit "A" attached hereto and incorporated by this reference (the "Property"); and

WHEREAS, the Property possesses environmental value (the "environmental value") of great importance to the Grantor and to Volusia County, Florida; and

WHEREAS, Grantor intends, as owner of the Property, to convey to Grantee by Deed of Conservation Easement (hereinafter the "Deed") the right to preserve and protect the environmental value of the Property in perpetuity; and

WHEREAS, Grantee agrees by accepting this Deed to honor the intentions of Grantor stated herein, and to preserve and protect in perpetuity the environmental value of the Property for the benefit of this generation and the generations to come;

NOW THEREFORE, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein, and pursuant to the provisions of 704.06, Florida Statutes, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth (the "Easement"). This Easement satisfies the conditions set forth in St. Johns River Water Management District Permit # 4-127-0131M2.

1. **Purpose:** It is the purpose of this Easement to assure that the Property will be retained forever, except as herein provided, in its existing natural conditions and to prevent any use of the Property that will materially impair or interfere with the environmental value of the Property.

2. **Rights of Grantee:** To accomplish the purposes stated above, the following rights are conveyed to grantee by this Deed:

- (a) To preserve and protect the environmental value of the Property.
- (b) To prevent any activity on or use of the Property that is inconsistent with the purpose of this Easement, and to require the restoration of areas or features of the Property that may be damaged hereafter by any inconsistent activity or use in the future.
- (c) To enter upon and inspect the Property, in a reasonable manner at reasonable times, to determine if the Grantor or its successors and assigns are complying with the covenants and prohibitions contained in this Easement; and
- (d) To proceed at law or in equity to enforce the provisions of this Easement and the covenants set forth herein, and to prevent the occurrence of any of the prohibited activities hereinafter set forth.

3. **Prohibited Uses:** Any activity or use of the Property inconsistent with the purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

- (a) Construction or placing of buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground;
- (b) Dumping or placing of soil or other substance or material as landfill or dumping or placing of trash, waste or unsightly or offensive materials;
- (c) Removal or destruction of trees, shrubs, or other vegetation; with the exception of activities allowed in Section 3.5 (H) of the Ormond Beach Development Order recorded in O. R. Book 3696 pages 1640 through 1745 (hereinafter the "Development Order");
- (d) Excavation, dredging or removal of loam, peat, gravel, soil, rock or other material substances in such a manner as to affect the surface;
- (e) Surface use, except for purposes that permit the land or water area to remain predominantly in its natural condition; and except for purposes stated in item 3 (c) of this Deed;
- (f) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation (except for excavation and filling authorized by Section 3.5 (H) and (F) of the Development Order); and
- (g) Acts or uses detrimental to such retention of land or water areas.

4. **Reserved Rights:** Grantor reserves and excepts unto itself and its personal representatives, heirs, successors and assigns, all rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Easement.

5. **Grantee's Discretion:** Enforcement of the terms of this Easement shall be at the discretion of the Grantee, and any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of the Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

6. **Acts Beyond Grantor's Control:** Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for the injury to or change in the Property resulting from natural causes beyond Grantor's control, including without limitation, fire, flood, storm and earth movement, or from any action taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Property resulting from such causes.

7. **Assignment:** This Easement is transferable, but Grantee may assign its rights and obligations under this Easement only to an organization that is a qualified organization at the time of transfer under Section 170 (b) of the Internal Revenue Code of 1954, as amended, or any successor provision then applicable). As a condition of such transfer, Grantee shall require that the environmental purposes that this Grant is intended to advance, continue to be carried out.

8. **Recordation:** Grantor shall record this Deed in timely fashion in the Official Records of Volusia County, Florida, and Grantee may re-record it any time as may be required to preserve its rights in this Deed.

Book: 417B
Page: 934

9. Successors: The covenants, terms, conditions and restrictions of this Easement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representative, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Property.

IN WITNESS WHEREOF, Grantor has set its hand on the day and year first above written.

Signed, sealed and delivered
in the presence of witnesses:

Print: Ray A. Davis

Grantor: GEORGIA-PACIFIC CORPORATION

BY: William L. Covington

William L. Covington
Director, Minerals and Real Estate

Print: Elizabeth U. Fee

Attest: Elizabeth U. Fee

Elizabeth U. Fee
Assistant Secretary

STATE OF GEORGIA
COUNTY OF FULTON

The foregoing instrument was acknowledged before me this 27th day of January, 1997, by William L. Covington, Director, Minerals and Real Estate and Elizabeth U. Fee, Assistant Secretary, respectively, of Georgia-Pacific Corporation a Georgia corporation, on behalf of the corporation. They are personally known to me and did not take an oath.

My commission expires: 9-18-97

Commission No. _____

Sheron B. Belcher
Notary Public

Sheron B. Belcher
Please print or type name as it appears.



Book: 4178
Page: 935
Diane M. Matousek
Volusia County, Clerk of Court

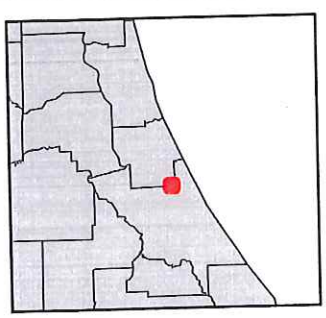
EXHIBIT "A"

LEGAL DESCRIPTION: HABITAT PRESERVATION AREA-MITIGATION SITE
(50 ACRES, MORE OR LESS)

A PORTION OF SECTION 29, TOWNSHIP 14 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE CONCRETE MONUMENT MARKING THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 29; THENCE EASTERLY, ALONG THE NORTHERLY LINE OF SAID SECTION 29, 1770 FEET; THENCE SOUTHERLY AT RIGHT ANGLES TO THE SAID NORTH LINE OF SECTION 29, 897 FEET, MORE OR LESS, TO A POINT 25 FEET NORTHERLY OF THE CENTERLINE OF A WOODS ROAD; THENCE SOUTHWESTERLY AND PARALLEL, ALONG A LINE 25 FEET NORTHERLY OF THE CENTERLINE OF SAID WOODS ROAD, 1885 FEET, MORE OR LESS, TO THE EAST LINE OF THE WEST 1/4 OF SAID SECTION 29; THENCE NORTHERLY, ALONG THE SAID EAST LINE OF THE WEST 1/4 OF SECTION 29, 1570 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, CONTAINING 50 ACRES, MORE OR LESS.



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



Flagler County,
Florida

Hunter's Ridge Iris
Airport Rd., Ormond Beach, FL 32174

1970

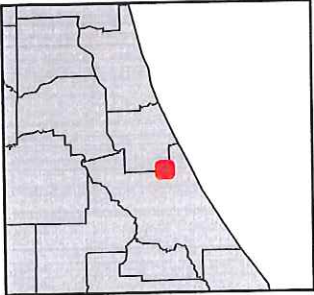




Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Hunter's Ridge Iris
Airport Rd., Ormond Beach, FL 32174

1980



Flagler County,
Florida

0 0.225 0.45 0.9 Miles



From: [Michael Chiumento III](#)
To: [Hayes, Randy](#); [Kim Booker](#)
Cc: [Noah & Julie McKinnon](#)
Subject: RE: Hunter's Ridge issues
Date: Sunday, February 5, 2023 6:18:45 PM
Attachments: [image001.png](#)
[image004.png](#)

I understand and will comply with your request.

Michael D. Chiumento III

Managing Partner



Email: Michael3@LegalTeamForLife.com
Website: LegalTeamForLife.com
Facebook: [/legalteamforlife](https://www.facebook.com/legalteamforlife)

145 City Place, Suite 301, Palm Coast, FL 32164
T: 386.445.8900 ext. 127 | F: 386.445.6702

57 W. Granada Blvd., Ormond Beach, FL 32174
T: 386.238.9288



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From: Hayes, Randy <Randy.Hayes@ormondbeach.org>
Sent: Sunday, February 5, 2023 5:47 PM
To: Michael Chiumento III <michael3@legalteamforlife.com>; Kim Booker <kbooker@bookerandassoc.com>

Cc: Noah & Julie McKinnon <nmckinnon@mckinnonandmckinnonpa.com>

Subject: Hunter's Ridge issues

Dear Mike and Kim,

As follow up to the letter I emailed to the Flagler County Attorney, which you were both copied on, and as we have stated in the past, we view these issues as non-compliance issues regarding the Ormond Beach DRI Development Order. The unresolved issues may result in compliance measures. Accordingly, please do not contact my clients (i.e., members of the city commission, management, or staff) without first clearing through me.

Thank you for the anticipated cooperation. We look forward to resolving the issues.

Randal A. Hayes, Esq.

CITY ATTORNEY

22 South Beach Street

Ormond Beach, FL 32175

(386) 676-3217

Randy.Hayes@ormondbeach.org

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T: 386.238.9288



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From: Hayes, Randy <Randy.Hayes@ormondbeach.org>
Sent: Thursday, February 16, 2023 12:49 PM
To: Michael Chiumento III <michael3@legalteamforlife.com>
Cc: Noah & Julie McKinnon <nmckinnon@mckinnonandmckinnonpa.com>
Subject: Hunter's Ridge NOPC/Development Order

Good afternoon, Mike.

Please find attached, written comments from the Ormond Beach planning director to the Flagler County Growth Management Director regarding the Hunter's Ridge NOPC/Development Order. We have a good understanding of the issues and a potential resolution of conflicts. We are available tomorrow afternoon to meet with you and Mr. Fishman to discuss a resolution of the issues. The meeting invitation is for you and Mr. Fishman, only. It does not include Ms. Booker or Ms. Buck.

Thank you

Randy

Randal A. Hayes, Esq.

CITY ATTORNEY

22 South Beach Street

Ormond Beach, FL 32175

(386) 676-3217

Randy.Hayes@ormondbeach.org

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Mary Murphy

From: Hayes, Randy <Randy.Hayes@ormondbeach.org>
Sent: Thursday, February 16, 2023 4:32 PM
To: Kim Booker; Michael Chiumento III; kim.buck@ae-group.com
Subject: Hunter's Ridge NOPC/Development Order
Attachments: 02.16.2023, Ormond Beach comments on Hunters Ridge NOPC.pdf

To all,

Please find attached, written comments and objections from Ormond Beach Planning Director, Steven Spraker to the Flagler County Growth Management Director regarding the Hunter's Ridge NOPC/development order that is proposed to be approved by the Flagler County Board of County Commissioners at a public meeting to be held on Monday, February 20, 2023. The comments and objections are specific to the Forty Grade public road easement that is situated within the conservation area that is located within a larger conservation easement, all of which is situated within the city limits of Ormond Beach. The Forty Grade easement area and conservation lands within Ormond Beach are subject to the Ormond Beach-Hunter's Ridge DRI Order, and the comprehensive land use plan and land development regulations of the city. The Forty Grade easement results in a non-compliance issue by the developer of the terms and conditions of the Ormond Beach-Hunter's Ridge DRI Order, and a violation of Ormond Beach's comprehensive land use plan and land development regulations.

Mr. Spraker's letter identifies a resolution to the non-compliance issue with respect to the Forty Grade easement issue. If the issue is not resolved in accordance with the opportunity provided in Mr. Spraker's letter, the city intends to proceed with a notice to find the developer in non-compliance with the Ormond Beach-Hunter's Ridge DRI Order in accordance with section 380.11, Florida Statutes and 380.115, Florida Statutes, which prohibit the issuance of permits or approvals or the provision of services.

Sincerely,

Randal A. Hayes, Esq.

CITY ATTORNEY
22 South Beach Street
Ormond Beach, FL 32175
(386) 676-3217
Randy.Hayes@ormondbeach.org

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CITY OF ORMOND BEACH

Planning • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3311 • Fax (386) 676-3361

February 16, 2023

Adam Mengel, AICP, LEED AP BD+C
Growth Management Director
1769 E. Moody Blvd., Bldg. 2
Bunnell, FL 32110
E-mail: planningdept@flaglercounty.gov

TRANSMITED VIA E-MAIL

Re: NOPC regarding Seventh Amendment to the Hunter's Ridge Development of Regional Impact; Flagler County Board of County Commissioners meeting on February 20, 2023

Dear Mr. Mengel:

This letter is in response to the February 20, 2023 Flagler County Board of County Commissioners agenda item regarding the Hunter's Ridge DRI Notice of Proposed Change (NOPC), specifically the Seventh Amendment to the Hunter's Ridge Development of Regional Impact (DRI) Development Order that was published on February 10, 2023. The Hunter's Ridge Development of Regional Impact Development Order is proposed to be re-adopted with amendments. The City of Ormond Beach has concerns, and offers the following objections, regarding Section IV, 7 of the Flagler County Hunter's Ridge DRI Development Order that is proposed to be re-adopted.

The Flagler County DRI Development Order that is proposed to be readopted requires the developer to perform certain actions that conflict with the developer's obligations under the Ormond Beach Hunter's Ridge DRI. Specifically, the Amended Final Order of the State of Florida Land and Water Adjudicatory Commission (at page 7, paragraphs 3 and 5) requires the Hunter's Ridge development to be consistent with Ormond Beach's Comprehensive Land Use Plan and the City's land development regulations. These requirements are covenants that run, in perpetuity, with the DRI land. The Joint Stipulation and Special Condition 3.5 require the developer to convey conservation lands, that are located within the City, to Ormond Beach and Saint Johns River Water Management District (SJRWMD). The conservation lands are to be conveyed by fee simple warranty deed and include a fire trail commonly known as Forty Grade. The Joint Stipulation (at paragraph 1) of the Ormond Beach DRI removes from development, the conservation lands that are to be conveyed to the city and SJRWMD. The City, SJRWMD, and the developer have agreed to the form of a deed for the conveyance of the conservation lands.

However, the Flagler County DRI (at Section IV, 7, f.3) required the developer to convey to Flagler County, a sixty-foot (60') public road easement over the Forty Grade fire trail that is located in Ormond Beach. That section provides as follows:

"A standard 60 ft. wide public access and utility easement over the Forty Grade from State Road 40 northward to its terminus at Strickland Road/Durrance Lane, shall be provided to Flagler County in a form

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acceptable to the County and shall be recorded prior to the transfer of any portion of the Conservation/Regional Park Area or no later than January 1, 2011, whichever shall occur first. This requirement has been satisfied."

The developer has conveyed to Flagler County a sixty-foot (60') wide public road easement over Forty Grade within the city. A copy of the public road easement is attached. The purpose of the easement authorizes the developer and Flagler County to develop, construct, maintain, repair and use the existing Forty Grade fire trail into a sixty-foot (60') wide public road from State Road 40 (Granada Boulevard) in Ormond Beach northward through the conservation lands and to connect it to Strickland/Durrance Lanes in Flagler County. Section IV, 7, f.2) of the Flagler County DRI requires jeep trails to be connected to the Forty Grade public road, and further designates the Forty Grade public road connecting to State Road 40 (Granada Boulevard) in Ormond Beach to be used as an emergency exit route. The referenced sections in the Flagler County DRI also authorize the developer and Flagler County to use the Forty Grade public road in Ormond Beach for other purposes.

The conveyance by the developer of the Forty Grade public road easement to Flagler County, and the uses that are authorized by the Flagler County DRI and the Forty Grade public road easement, conflict with the Ormond Beach DRI, the Ormond Beach Comprehensive Land Use Plan, and Ormond Beach's land development regulations. In addition, the Forty Grade public road easement prevents the developer from conveying to Ormond Beach and SJRWMD fee simple ownership of the conservation lands, as required by the Ormond Beach DRI. I must point out that the first paragraph in Section IV, 7, f of the Flagler County DRI prohibits any deed restriction, conservation easement, or other encumbrance over the conservation lands unless approved by the future owners, including Ormond Beach, and that any such recording shall be deemed invalid and a violation of the Joint Stipulation and the Flagler County DRI Development Order. This appears to be an inherent conflict within the Flagler County DRI. In addition, these conflicts result in the developer being in violation of the Ormond Beach DRI.

All development, including developments of regional impact, must be consistent with the comprehensive land use plans and land development regulations of the local government that approves the development, as provided in Chapters 163 and 380, Florida Statutes. The Hunter's Ridge development must comply with the comprehensive land use plans, land development regulations, and DRI orders of the county and city, respectively. Local governments must enforce DRI orders to ensure that the development is not inconsistent with the respective comprehensive land use plan, and are prohibited by section 380.115, Florida Statutes from issuing permits or approvals or providing any extension of services if a developer fails to act in substantial compliance with the development order.

A first step toward resolving the conflicts between the DRIs and comprehensive land use plans of Flagler County and Ormond Beach requires the deletion of Section IV, 7, f2) and f3) from the Flagler County DRI, followed by the re-conveyance by Flagler County to the developer of the Forty Grade public road easement.

If you have any questions or require additional information, please contact me at (386) 676-3341 or by e-mail at Steven.Spraker@ormondbeach.org.

Sincerely,



Steven Spraker, AICP
Planning Director

C: Joyce Shanahan, Ormond Beach City Manager
Shawn Finley, Ormond Beach Public Works Director
Randy Hayes, Ormond Beach City Attorney
East Central Florida Regional Planning Council

ATTACHMENT 1

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"Harming" and "Harassment" as used in this recommendation shall be defined in the same manner as "Harm" and "Harass" respectively are defined in 50 CFR Section 17.3.

3.5 The Applicant shall convey the lands enumerated (hereafter "Conservation Lands") in the Joint Stipulation dated December 6, 1990, (which is attached and incorporated herein as Exhibit B-B) and entered into by and among the Florida Audubon Society, the City of Ormond Beach, Flagler County, and the Applicant, in a manner consistent with said Joint Stipulation.

A. The Conservation Lands shall be used and managed exclusively for the maintenance, preservation, and restoration of the native upland and wetland ecosystems historically existent on the Conservation Lands and used for compatible environmental educational activities (hiking, birdwatching, nature study, fishing, and like activities that do not require the construction of facilities otherwise prohibited by a conservation easement).

B. Any development activities, waste disposal, excavation, filling, well drilling, construction, (other than the excavation and filling necessary to restore the natural hydroperiod of the area and limited construction of environmental educational facilities such as nature trails and boardwalks) shall be strictly prohibited.

C. The use, or possession, of off road vehicles, such as all terrain vehicles, swamp or dune buggies, by members of the public will be strictly prohibited on the Conservation Lands.

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D. The hunting rights to the Conservation Lands shall be retained by the Applicant, its successors and assigns, for deer and feral hogs only. Otherwise, hunting shall be prohibited.

E. The Applicant shall retain the right to conduct equestrian activities on the Conservation Lands in a manner approved by the St. Johns River Water Management District.

F. To the extent permitted by the future grantees of the Conservation Lands, the Applicant shall assist, at its own expense with regard to the use of manpower and equipment, with certain environmental restoration activities necessary to reestablish a more natural hydroperiod on the Conservation Lands. The objective of this restoration shall be the elimination of drainage provided by all of the ditches that have been constructed through the Conservation Lands. This program will involve the installation of water control structures in existing ditches including, without limitation, the Hull Cypress Swamp Ditch, so that the current overdrainage of the area is reversed. Within six (6) months after the final action by the Florida Land and Water Adjudicatory Commission on this appeal, or within six (6) months after the issuance of a development order by the City of Ormond Beach or Flagler County for the project, or any portion thereof, (whichever occurs later) the Applicant shall assist the St. Johns River Water Management District, and as

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may be permitted by the future grantees of the Conservation Lands in the completion of a plan for the restoration of the natural hydroperiod in the Conservation Lands. Within one (1) year after the completion of this plan, the Applicant shall assist the St. Johns River Water Management District with completion of the construction elements of the plan as may be permitted by the future grantees of the Conservation Lands. The Applicant shall provide, at its own expense, manpower and earth moving machinery to plug ditches, breach levees or fill berms, and all other physical earth moving work necessary to implement the restoration plan developed in conjunction with the St. Johns River Water Management District. This plan, generally, shall:

- (i) provide for the plugging, or installatin of water control structures in the Hull Cypress Swamp Ditch, to restore the hydroperiod of the Hull Cypress Swamp;
- (ii) create openings in the fill berm along the Hull Cypress Swamp Ditch to reflood the wetland strand that exists parallel to the ditch, and divert the flow of the ditch through the wetland area in the strand adjacent to the ditch;
- (iii) plug or install water control structures in all other manmade canals or ditches on the property as may be necessary to restore the historical hydroperiod.

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G. Any delay in the authorization or completion of work to restore the hydroperiod beyond the time frames specified above that may be occasioned by the future landowners, environmental permitting requirements, or other unforeseen events, shall not relieve the Applicant of the obligation to provide manpower and earth moving equipment to conduct the work specified above.

H. Any timber interests retained by the Applicant in the Conservation Lands shall be for limited silvicultural purposes relative to the harvest of pine trees. It is anticipated, and the Applicant agrees, that the hydroperiod restoration required under this condition will result in major portions of Parcel "B" of the Conservation Lands undergoing transition to a wetland state that will no longer facilitate the cultivation and harvest of pine. The Applicant may continue to exercise pine timber management and harvest on the property once the natural hydroperiod is restored, under a plan which is acceptable to the St. Johns River Water Management District, Flagler County, and the City of Ormond Beach, and which plan is designed to limit pine silvicultural practices to only those compatible with the restored hydroperiod of the area, and which plan provides a maximization of wildlife benefits, as determined by the St. Johns River Water Management District.

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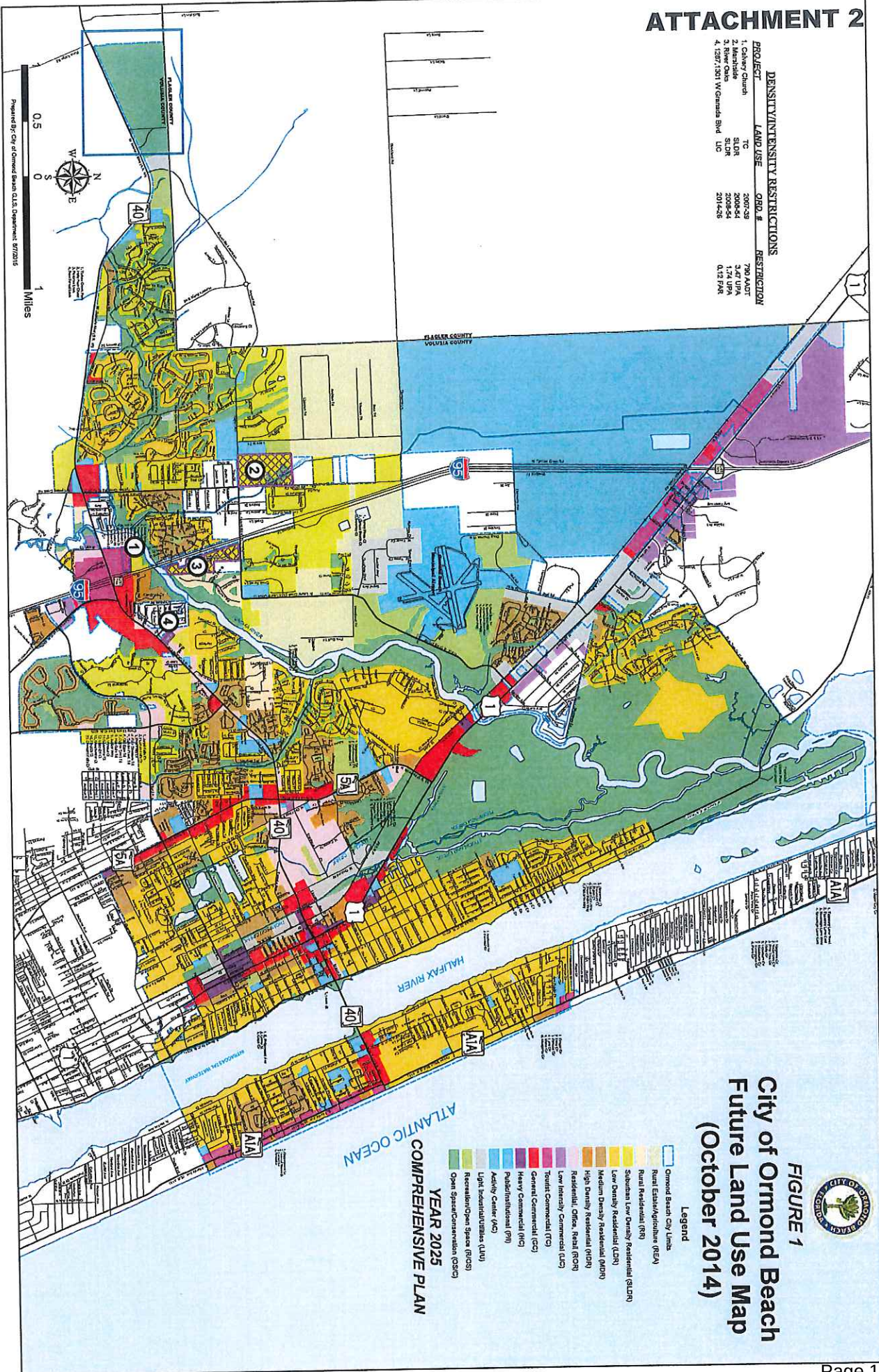
I. The Applicant shall be entitled to claim "Mitigation Credits" for that part of the hydroperiod restoration work required by this Condition 3.5. and performed in Volusia County, in order to offset any mitigation requirement arising from the construction of the Hunter's Ridge DRI, but only to the extent allowable under the City of Ormond Beach land development regulations in effect at the time of application for final development approval of any portion of the project.

J. Impact fee credits for "Conservation Lands" will be awarded on a full-value basis, not to exceed the amount of applicable impact fees or the total value of such lands for conservation use based on an MAI appraisal to be submitted by the Applicant, whichever is less.

3.6 Unavoidable losses of viable wetlands shall be mitigated through restoration of wetlands, creation of wetlands or preservation of functional wetlands, and/or uplands adjacent to wetlands, within the same watershed and in accordance with adopted rules and policies of the City of Ormond Beach and the St. Johns River Water Management District. Wetlands to be created or uplands to be retained as mitigation, shall, to the greatest practical extent, be located coterminously with one or more major habitat areas to be preserved so as to provide a continuity or expansion of natural habitat areas. Detention ponds, preservation of viable on-site wetlands, lakes or open water areas shall not be acceptable for wetland mitigation.

ATTACHMENT 2

DENSITY/INTENSITY RESTRICTIONS			
PROJECT	LAND USE	ORG. #	RESTRICTION
1. Colony Church	TC	2008-24	200 ACP
2. Metairie	SLDR	2008-24	3.47 UPA
3. Metairie	SLDR	2008-24	1.74 UPA
4. 1287, 1301 W Grande Blvd. LLC		2014-26	0.12 FPA



FUTURE LAND USE ELEMENT GOALS OBJECTIVES AND POLICIES

OBJECTIVE 1.5. RECREATION/OPEN SPACE

The City shall acquire or dedicate lands for the provision or expansion of active recreation facilities to meet the existing and future needs of the population, as determined in Capital Improvements Element.

POLICY 1.5.1.

The recreation impact fee rebate program should be continued to offset the recreation and open space impacts of new development.

POLICY 1.5.2.

The City shall upgrade existing facilities when needed to assure that they provide for adequate active recreation opportunities.

OBJECTIVE 1.6. OPEN SPACE/CONSERVATION USE



The City shall acquire or dedicate lands to ensure their protection where there are environmental assets that shall be preserved, as well as providing community access and/or recreation opportunities/value to the community.

POLICY 1.6.1.

The City shall upgrade existing City-owned parks when, as financially feasible, to assure that they provide for adequate access to passive recreation areas.

POLICY 1.6.2.

The City shall maintain a zoning category to assure protection of open space/conservation uses entitled: "Special Environmental District" (SE). The following criteria shall apply to the implementation of this Policy:

- The SE district applies to all Department of Environmental Protection or Army Corps of Engineers jurisdictional wetland lines. This area includes mosquito impoundment districts.
- The SE district applies to environmentally sensitive areas designated for public acquisition and protection or areas currently in public ownership which should be subject to open space and conservation type land uses.

POLICY 1.6.3.

Project existing agricultural lands by allowing existing agricultural operations to continue; rezoning of these lands should not occur unless requested by property owners.

FUTURE LAND USE ELEMENT GOALS OBJECTIVES AND POLICIES

POLICY 1.6.4.

Encourage retention of natural vegetation and use of native plant species in all projects in order to reduce irrigation needs and minimize vegetation loss during deep freeze periods, protect wildlife habitat areas, and provide suitable natural open space areas in the urban environment.

POLICY 1.6.5.

The City shall continually consider the acquisition of sensitive lands in the US 1 North corridor and in the flood prone area south of Granada Boulevard that are shown in the Future Land Use Map as Open Space/Conservation for passive open space use. Environmentally sensitive areas as defined in Policy 4.1.1. of this Element with an underlying land use in the Land Use Element are to be carefully monitored for on and off-site environmental impacts during the site plan review process.

OBJECTIVE 1.7 ACTIVITY CENTERS

The City of Ormond Beach establishes the “Activity Center” land use classification to encourage the development of master planned, mixed-use developments that serve as a catalyst for economic development opportunities and provide for balanced, integrated communities.

POLICY 1.7.1.

The application of the Activity Center land use designation shall be limited to properties with minimum area of 2,000 acres that are under single ownership. A Development of Regional Impact or rezoning to Planned Development shall be required of all properties designated as “Activity Center” on the Future Land Use Map. The Florida Community Renewal Act of 2009 identified that property owners can decide to not participate in the DRI process if the project is located a Dense Urban Land Areas (DULA’s). The City is a DULA, as so designated by the Florida Department of Community Affairs in July 2009. To ensure that there is a coordinated and integrated development, all property designated as “Activity Center” shall be required to have a zoning classification of “Planned Development.” The City shall not use the “Activity Center” land use to prematurely develop lands in a fashion that encourages sprawl. Sprawl shall be identified by the following conditions:

1. Promotes, allows or designates for development substantial areas of the jurisdiction to develop as low-intensity, low density or single-use development or uses in excess of the demonstrated need.
2. Fails to maximize use of existing and future public facilities and services.
3. As a result of premature or poorly planned conversion of rural land to other uses, fails to adequately protect and conserve natural resources, such as wetlands, floodplains, native vegetation, environmentally sensitive areas, natural

**Exhibit A
HUNTER'S RIDGE DRI DEVELOPMENT ORDER**

requirements arising from the construction of the Hunter's Ridge DRI, as allowed and permitted through applicable State and Federal regulatory agencies. Any enhancement activities desired by the Developer to increase credit yield shall be the financial responsibility of the Developer and shall be approved by the applicable property owners provided for herein (i.e., Flagler County or the City of Ormond Beach, and the St. John's River Water Management District).

- f. No Environmental Resource Permit ("ERP"), deed restriction, conservation easement, or other property encumbrance shall be permitted to be approved or recorded over the Conservation/Regional Park Area property unless approved in writing by any future owner for the particular property affected (i.e., Flagler County or the City of Ormond Beach, and the St. John's River Water Management District, hereafter collectively referred to as the "Future Owners"). Any such recording shall be deemed invalid and a violation of the Joint Stipulation and this Development Order. A copy of this Development Order shall be provided by the Developer as part of any subsequent application to any permitting agency for the DRI Property, including pending applications at the time of adoption of this Development Order.
- 1) The Developer shall not be entitled to submit or record any restriction on the property that violates a Future Owners' right to utilize the Conservation/Regional Park Area for the uses provided for in the Joint Stipulation unless approved by the Future Owners of the portion of the Conservation/Regional Park Area affected.
 - 2) The Forty Grade and existing jeep trails connecting to the Forty Grade shall be required to remain open as an access road for emergency vehicles, as an emergency exit route, for land management, as potential equestrian trails, and other potential passive recreation uses as permitted, unless agreed to be closed by the Future Owners.
 - 3) A standard 60 ft. wide public access and utility easement over the Forty Grade from State Road 40 northward to its terminus at Strickland Road/Durrance Lane, shall be provided to Flagler County in a form acceptable to the County and shall be recorded prior to the transfer of any portion of the Conservation/Regional Park Area or no later than January 1, 2011, whichever shall occur first. This requirement has been satisfied.

ATTACHMENT 4

40 GRADE
GRANT OF EASEMENT

THIS INDENTURE, made this 24 day of April, 2017, by and between U.S. Capital Alliance, LLC, a Florida limited liability company, whose address is 880 Airport Road, Suite 113, Ormond Beach, Florida 32174 (hereinafter referred to as "Grantor") and FLAGLER COUNTY, FLORIDA a political subdivision of the State of Florida (hereinafter referred to as "Grantee").

WHEREAS, the Grantor is seized in fee simple and in possession of lands across the Westerly 60 feet of Sections 16 and 21, Township 14 South, Range 31 East, Flagler County, Florida, and the Westerly 60 feet of Section 28, Township 14 South, Range 31 East, Volusia County, Florida lying North of State Road 40 and that particular portion of it described below; and

WHEREAS, the Grantee is seized in fee simple of a parcel of land contiguous to the land of Grantor; and

WHEREAS, Grantee desires to acquire a certain easement ("Easement") over a portion of Grantor's property, which is also subject to other third party easements; and

WHEREAS, Grantor has agreed for the sum of \$10.00 and other good and valuable consideration to convey to Grantee and all other persons claiming by, through or under Grantee, or any of them, their predecessors in title or their heirs, assigns, or legal representatives, an easement or right of way over the land described below, for the purposes and in the manner expressed below; and

WHEREAS, Grantor is obligated to convey to Grantee said Easement pursuant to the Hunter's Ridge DRI Development Order as approved by Grantee on November 15, 2010 (the "DRI Development Order").

NOW, THEREFORE, the Grantor grants unto the Grantee, its heirs and assigns, a perpetual 60 foot wide easement over the existing roadway commonly known as "40 Grade", from State Road 40, northward to its terminus at Strickland Road/Durrance Lane, with full and free right and liberty for them and their tenants, servants, visitors and licensees, at all times hereafter, for all purposes connected with the use and enjoyment of the land of the Grantee for whatever purpose the land from time to time lawfully may be used and enjoyed, to pass and repass along the provided roadway or roadways, to improve and maintain the roadway and install associated improvements, and to install utilities lines on or under the Easement.

This Grant of Easement shall be subject to the following conditions:

1. The parties acknowledge that the current location of 40 Grade meanders within the area more particularly described as: the Westerly 60 feet of Section 28, Township 14 South, Range 31 East, Volusia County, Florida, and the Westerly 60 feet of Sections 16 and 21, Township 14 South, Range 31 East, Flagler County, Florida, all lying North of State Road 40. The parties agree the existing location of the 40 Grade roadway may be moved,

altered, shifted or otherwise modified by Grantee from time to time, within the Easement, in the sole discretion of Grantee, providing that the width of the 40 Grade roadway easement area does not exceed 60 feet. Grantee may cause a survey of 40 Grade to be performed and a legal description to be prepared, and the parties agree that upon completion, Grantee may record an amendment to this Agreement in order to more particularly describe the 40 Grade Easement.

2. Grantee shall maintain the Easement together with any improvements constructed or installed thereon by Grantee or associated with Grantee's use of the Easement. The operation and maintenance of such improvements and of the Easement shall be at Grantee's sole cost and expense.
3. Grantor hereby reserves the right to make any modifications to the roadway located within the Easement, at its sole cost and expense, pursuant to the terms and conditions of the Conceptual Permit issued by the St. Johns River Water Management District (the "SJRWMD") and consistent with conservation easements between Grantor and the SJRWMD; provided, however, that such modifications do not interfere with Grantee's rights provided for herein.
4. Through the date of conveyance, Grantor shall pay any and all taxes, charges or use fee(s) levied by any governmental agency against Grantor's interest in the Easement, or against any of Grantor's real property subject to the Easement.
5. This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligation herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect except in a subsequent modification in writing, signed by the parties hereto.
6. This instrument shall be binding and inure to the benefit of the respective successors and assigns of the parties hereto and the benefits and burdens herein shall run with the land.

TO HAVE AND TO HOLD the Easement or right of way hereby granted unto Grantee, its heirs and assigns, as appurtenant to the land of the Grantee.

IT IS FURTHER UNDERSTOOD that the Grantor, its heirs, assigns and tenants in no way will be bound to improve, maintain or construct a roadway, or to keep it in repair, nor does the Grantor, its heirs and assigns, assume any liability or responsibility to Grantee, its heirs and assigns, or any person using the land by invitation, express or implied, or by reason of any business conducted with Grantee, its heirs or assigns, or otherwise.

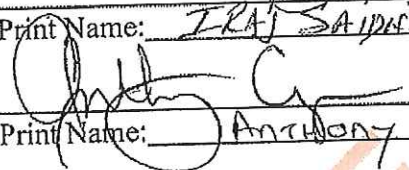
In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered
in the presence of:

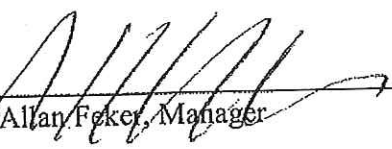
U.S. CAPITAL ALLIANCE, LLC,
a Florida limited liability company

Witnesses:



Print Name: IRA J SAIDIN


Print Name: Anthony Cupo

By: 

Allan Feker, Manager

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me this ____ day of _____, 2017, by ALLAN FEKER, who is personally known to me or who has produced _____ as identification.

Print Name: _____
Notary Public, State of Florida
Commission No. _____
My Commission Expires: _____

SEE ATTACHED CERTIFICATE
DATE 4-24-17 NOTARY INITIALS BC

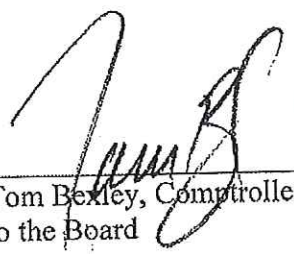
In Witness Whereof, Grantee has hereunto set Grantee's hand and seal the day and year first above written.

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS


Nate McLaughlin, Chairman

ATTEST:

Execution of this Agreement was authorized by the Board of County Commissioners at its public meeting held on December 5, 2016.


Tom Bexley, Comptroller and Clerk to the Board

APPROVED AS TO FORM:


Special Counsel to Flagler County

Unofficial Document

CALIFORNIA JURAT CERTIFICATE

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

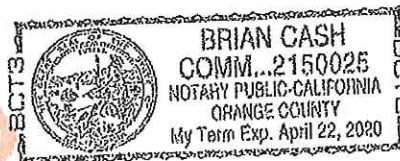
State of California
County of Orange

Subscribed and sworn to (or affirmed) before me on this

24 day of April, 2017

by Allan Feker
proved to me on the basis of satisfactory evidence to be the person(s) who
appeared before me.

Signature Brian Cash



ADDITIONAL INFORMATION (OPTIONAL)

DESCRIPTION OF THE ATTACHED DOCUMENT

40 Grade Grant of
(Title or description of attached document)

Easement
(Title or description of attached document continued)

Number of pages 4 Document Date 4-24-17

(Additional information)

NOTARY PUBLIC CONTACT INFORMATION

The UPS Store
668 N Coast Hwy
Laguna Beach, CA 92651

949-494-4420 tel
949-494-9850 fax

store0120@theupsstore.com
www.TheUPSStore.com/0120

Growth Management

1769 E. Moody Blvd., Bldg. 2
Bunnell, FL 32110



www.flaglercounty.gov

Phone: (386)313-4103

Fax: (386)313-4102

February 17, 2023

VIA E-MAIL AND U.S. MAIL

Steven Spraker, AICP
Planning Director
City of Ormond Beach
22 South Beach Street
Ormond Beach, FL 32174

RE: HUNTER'S RIDGE DRI NOPC – PROPOSED SEVENTH D.O. AMENDMENT

Dear Mr. Spraker:

Please accept this letter in response to your letter dated February 16, 2023 regarding the above-captioned matter which is scheduled for consideration by the Flagler County Board of County Commissioners at its next regular meeting on Monday, February 20, 2023 at 5:00 p.m. As time is of the essence, this letter is being expedited so as to respond to the City's concerns in advance of the Board's meeting.

Chief among the concerns raised in your letter is the conveyance of an easement by the Hunter's Ridge Development of Regional Impact (DRI) Developer, U.S. Capital Alliance, LLC, to Flagler County for what is known informally as the 40 Grade, an unpaved dirt timber-haul road running North-to-South between Strickland Road in Flagler County to State Road 40 in Volusia County. This easement – titled as "40 Grade Grant of Easement" – is dated April 24, 2017, and was recorded in Flagler County on May 4, 2017 at Official Records Book 2203, Page 529, Public Records of Flagler County, Florida, and subsequently recorded in Volusia County on May 8, 2017 at Official Records Book 7394, Page 4702, Public Records of Volusia County, Florida. The 40 Grade Grant of Easement described the limits of the 40 Grade as:

"...the Westerly 60 feet of Section 28, Township 14 South, Range 31 East, Volusia County, Florida, and the Westerly 60 feet of Sections 16 and 21, Township 14 South, Range 31 East, Flagler County, Florida, all lying North of State Road 40."

While the 40 Grade Grant of Easement provided that Flagler County as the Grantee has the ability to move, alter, shift, or modify the roadway within the Easement, its width cannot be less than 60 feet. Additionally, the County as the Grantee is bound to "maintain the Easement together with any improvements constructed or installed thereon by Grantee or associated with Grantee's use of the Easement." However, U.S. Capital Alliance, LLC, as Grantor, reserved its right:

"...to make any modifications to the roadway located within the Easement, at its sole cost and expense, pursuant to the terms and conditions of the Conceptual Permit issued by the St. Johns River Water Management District (the 'SJRWMD') and consistent with conservation easements

Andy Dance
District 1

Greg Hansen
District 2

David Sullivan
District 3

Leann Pennington
District 4

Donald O'Brien, Jr.
District 5

between Grantor and the SJRWMD; provided, however, that such modifications do not interfere with Grantee's rights provided for herein."

The requirement for the Developer to convey the 40 Grade Grant of Easement to Flagler County is described in the 2010 Development Order, as adopted through Resolution No. 2010-61 as approved by the Flagler County Board of County Commissioners at its November 15, 2010 regular meeting, and as recorded on February 1, 2011 at Official Records Book 1803, Page 648, Public Records of Flagler County, Florida. This easement is described in the 2010 Development Order as:

"A standard 60 ft. wide public access and utility easement over the Forty Grade from State Road 40 northward to its terminus at Strickland Road/Durrance Lane shall be provided to Flagler County in a form acceptable to the County and shall be recorded prior to the transfer of any portion of the Conservation/Regional Park Area or no later than January 1, 2011, whichever shall occur first." (D.O. Sec. IV.7.f.3).

Immediately preceding this subsection in the 2010 Development Order, the significance of the 40 Grade for emergency purposes, along with other purposes, is described as:

"The Forty Grade and existing jeep trails connecting to the Forty Grade shall be required to remain open as an access road for emergency vehicles, as an emergency exit route, for land management, as potential equestrian trails, and other potential passive recreation uses as permitted, unless agreed to be closed by the Future Owners." (D.O. Sec. IV.7.f.2).

Arguably (and somewhat ironically now in relation to the City's present objection), the 2010 Development Order preserved the City of Ormond Beach's rights as contemplated under the Joint Stipulation, with the 2010 Development Order identifying "Future Owners" as:

"No Environmental Resource Permit ('ERP'), deed restriction, conservation easement, or other property encumbrance shall be permitted to be approved or recorded over the Conservation/Regional Park Area property unless approved in writing by any future owner for the particular property affected (i.e., Flagler County or the City of Ormond Beach, and the St. John's [sic] River Water Management District, hereafter collectively referred to as the 'Future Owners'). Any such recording shall be deemed invalid and a violation of the Joint Stipulation and this Development Order." (D.O. Sec. IV.7.f., in relevant part).

As for notice of these proceedings, the City of Ormond Beach received the August 31, 2009 DRI Development Order amendment application, and the City provided comments to the Northeast Florida Regional Council on September 22, 2009. On June 30, 2010, Flagler County transmitted a copy of the Future Land Use Map and Future Land Use Element text amendment related to the DRI amendment application to the City. By letter dated July 12, 2010, the City questioned the status of Strickland Road-Durrance Lane as this related to the pending amendments to the DRI. On August 18, 2010, the County notified the City of the October 25, 2010 public hearing for the pending DRI amendment application. On November 22, 2010, the County sent the City a copy of the adopted DRI-related Future Land Use amendment. An August 3, 2011 City memorandum regarding Durrance Lane acknowledged the County's 2010 amendment to the Hunter's Ridge DRI Development Order. There is likely a more voluminous email record that is not duplicated here, but it is safe to assume from correspondence listed herein that the City was aware of the County's adoption of the 2010 amendment to the Hunter's Ridge

DRI Development Order and, further, while the City may not have consented to the text related to the 40 Grade Grant of Easement within the amended Development Order, the City did not object to this language, or at least did not object to this language for over ten years.

Since the 2010 Development Order required that the Developer convey the 40 Grade Grant of Easement to the County prior to the conveyance of the Conservation/Regional Park Area on January 1, 2011, which occurred first, and January 1, 2011 passed without the Park Area or the 40 Grade easement conveyance occurring, Flagler County initiated a noncompliance process against the Developer which resulted in the Flagler County Board of County Commissioners' determination on August 20, 2012 that the Hunter's Ridge DRI was in noncompliance. The resulting "Notice of Noncompliance Pursuant to Florida Statute 380.06" – recorded on August 22, 2012 at Official Records Book 1888, Page 192, and re-recorded on August 23, 2012 at Official Records Book 1888, Page 1208, both of the Public Records of Flagler County, Florida – identified, among other things, that the Developer had failed to convey the 40 Grade easement to the County within the timeframe listed in the 2010 Development Order. A copy of this Notice was provided to the City.

The Developer resolved the Notice of Noncompliance by, among other things, providing the 40 Grade Grant of Easement to the County in 2017. It is now being asserted by the City, based on your letter, that the 40 Grade easement described in the 2010 Development Order and as required by the Development Order was prohibited by its preceding subsection prohibiting an "other property encumbrance" without consent of the City. As the principal drafter of the Development Order text under the direction of the then-County Administrator, I can relay that the prohibition on additional encumbrances was exclusive of the 40 Grade easement which was required within the text of the amended 2010 Development Order. To read this in any other way now is inaccurate at best, and would imply an internal inconsistency that simply did not exist. Had the City wished to object then to this Development Order language and the 40 Grade easement requirement, it could have done so, as it had as it related to the status of Strickland Road months later. However, no such objection was raised related to the 40 Grade Grant of Easement... until now.

The Hunter's Ridge DRI parcel-not-yet-conveyed to the City by the Developer – identified as Volusia County Parcel ID No. 412800000020 and through which a portion of the County's 40 Grade Grant of Easement traverses to reach State Road 40 – is already encumbered by a Grant of Easement from Hudson Pulp & Paper Corp. to Durrance Development Ltd. dated April 14, 1981 and recorded on April 21, 1981 at Official Records Book 2261, Page 224, Public Records of Volusia County, Florida. This easement includes part of the County's 40 Grade Grant of Easement (Flagler's interest in 2017 was limited to the Westerly 60 feet in Section 28 in Volusia County) within its limits as described:

"The Westerly 80 feet of Sections 16, 21, and 28, lying North of State Road 40, Township 14 South, Range 31 East, Volusia County, Florida."

The 1981 Durrance Development easement included a clause which automatically conveyed the easement rights to subsequent grantees within Section 14:

"IT IS FURTHER UNDERSTOOD that this Easement shall pass as a non-exclusive easement to a subsequent grantee of the Grantee herein wherein any property lying in Section 14, Township 14 South, Range 31 East, Volusia County, Florida, is conveyed by the Grantee herein." (original emphasis).

In 1997, Durrance Development, Ltd., transferred and assigned an easement to Leonard Durrance which replicated the easement description from the 1981 Durrance Development easement (see "Grant of Easement" dated August 14, 1997 and recorded on August 15, 1997 at Official Records Book 4226, Page 4106, Public Records of Volusia County, Florida, and recorded on August 28, 1997 at Official Records Book 591, Page 536, in the Public Records of Flagler County, Florida). A review of Volusia's Official Records include a number of deeds from both Durrance Development and Leonard Durrance within Section 14 that would have easement rights over the Westerly 80 feet of Section 28 as provided in the 1981 Durrance Development easement. Therefore, vacating or returning the easement to the Developer would not result in the encumbrance-free interest in the City's future conservation land, the ostensible goal mentioned in your outreach to me.

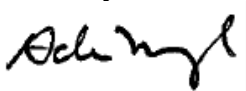
I would be remiss if I did not point out the City's 2021 request, and Flagler County's consent (subject to St. Johns River Water Management District approval) for an access easement across 40 Grade in order to sink municipal raw water supply wells within Flagler County's portion of the area burdened by the District's Conservation Easement which expressly prohibits wells due to their deleterious effect on the hydroperiod restoration and the other purposes of the Conservation Easement. This belies the City's concern with the environmental impacts of the 40 Grade easement.

Finally, as to the assertion that the City cannot take title to its Hunters Ridge parcel with the 40 Grade Grant of Easement as an encumbrance, the County is unaware of any reason why the 40 Grade Grant of Easement would preclude the City from taking title to this parcel. The County's 40 Grade Grant of Easement appears to be one of several encumbrances, possibly including other recorded easements including those to the St. Johns River Water Management District, that together encumber the parcel. It appears to be a Hobson's choice: either the City accepts the DRI parcel as is (as the County had done with its acceptance of the Conservation/Regional Park Area parcel, together with its then-encumbered St. Johns River Water Management District easements and those yet to be recorded), or that the City never takes title to the parcel.

In summary, for the reasons stated in the preceding paragraphs, Flagler County asserts its right to the continued use of the 40 Grade as provided in the 40 Grade Grant of Easement. Further, I see no compelling reason to delay the scheduled public hearing for Monday, February 20, 2023 at 5:00 p.m. regarding the proposed amendment to the Hunter's Ridge DRI Development Order.

Please contact me with any questions.

Sincerely,



Adam Mengel, AICP, LEED AP BD+C
Growth Management Director

cc: Board of County Commissioners
Heidi Petito, County Administrator
Jorge Salinas, Deputy County Administrator
Al Hadeed, County Attorney
Sean Moylan, Deputy County Attorney
Elizabeth Payne, AICP, Northeast Florida Regional Council
Tara McCue, AICP, East Central Florida Regional Planning Council

RESOLUTION NO. 2023-18

A RESOLUTION OF FLAGLER COUNTY, FLORIDA, AMENDING THE DEVELOPMENT ORDER FOR HUNTER'S RIDGE, A DEVELOPMENT OF REGIONAL IMPACT UNDER CHAPTER 380, FLORIDA STATUTES; RE-AUTHORIZING DEVELOPMENT OF APPROXIMATELY 3,865+/- ACRES (1,976+/- ACRES WITHIN A CONSERVATION/REGIONAL PARK) IN SOUTHEAST FLAGLER COUNTY; DELETING REFERENCES TO THE FORMER SCHOOL SITE AND FORMER LIBRARY SITE, AND DESIGNATING THESE SITES FOR RESIDENTIAL DEVELOPMENT; ADOPTING AN AMENDED EXHIBIT 1, MAP H, REVISED DEVELOPMENT PLAN; PROVIDING FOR DEVELOPMENT PHASING AND BUILDOUT DATES; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, US Capital Alliance, LLC, is the owner of the DRI Property ("Owner", "Applicant", or "Developer", as appropriate herein) and has duly authorized the filing of an Application to Amend the DRI Application for Development Approval (hereafter referred to as the "Application") to amend the Development Order ("D.O.") for the DRI Property; and

WHEREAS, the Owner's Application dated April 5, 2022, has been submitted to the County to amend the mitigation requirements related to education; and

WHEREAS, the Owners' Application has been reviewed pursuant to Section 380.06, Florida Statutes, for the Hunter's Ridge DRI on the DRI Property and pursuant to Flagler County Land Development Code; and

WHEREAS, the Applicant has provided complete copies of the Notice of Proposed Change application to the Florida Department of Economic Opportunity, the East Central Florida Regional Planning Council, the Northeast Florida Regional Council, the City of Ormond Beach, Volusia County, and Flagler County; and

WHEREAS, the proposed DRI is consistent with the State Comprehensive Plan; and

WHEREAS, the proposed DRI is consistent with the Flagler County Comprehensive Plan and is consistent with the Flagler County Land Development Code ("LDC"); and

WHEREAS, a public hearing was originally slated for consideration on September 19, 2022, however the applicant requested that the Development Order amendment request be withdrawn from the Board's agenda pending resolution of staff's comments; and

WHEREAS, the applicant responded to staff's comments and has requested that the request be presented for the Board's consideration; and

WHEREAS, the Flagler County Board of County Commissioners has duly noticed and, on January 9, 2023, held a public hearing on the Application and afforded the public and all affected parties an opportunity to be heard and to present evidence; and

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Flagler County, Florida, in a public hearing duly constituted and assembled on January 9, 2023, that the Application to Amend the Hunter's Ridge DRI is hereby approved, subject to the following terms, conditions, and provisions as included at Exhibit A, based on the findings incorporated in the above recitals and additionally as listed below:

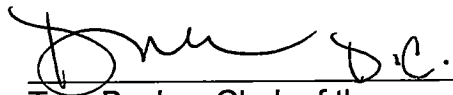
1. This Development Order satisfies the Developer's obligation within the original Development Order for Substantial Deviation application review.
2. This request is consistent with the Goals, Objectives, and Policies of the Flagler County Comprehensive Plan and the Flagler County Land Development Code (LDC).
3. The original Development Order, as previously amended, is hereby amended and replaced in its entirety through approval of the specific changes as provided in Exhibit A.
4. A certified copy of this Resolution, complete with all exhibits, shall be rendered by Flagler County within thirty (30) days of its adoption by certified mail, return receipt requested, to: the Florida Department of Economic Opportunity; the East Central Florida Regional Planning Council; the Northeast Florida Regional Council; the City of Ormond Beach; Volusia County; and the Developer.
5. This Resolution shall take effect immediately upon its adoption.

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SIGNATURE PAGE TO FOLLOW**

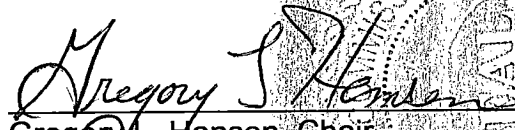
PASSED AND APPROVED by the Board of County Commissioners of Flagler County, State of Florida, this 20th day of February 2023.

ATTEST:

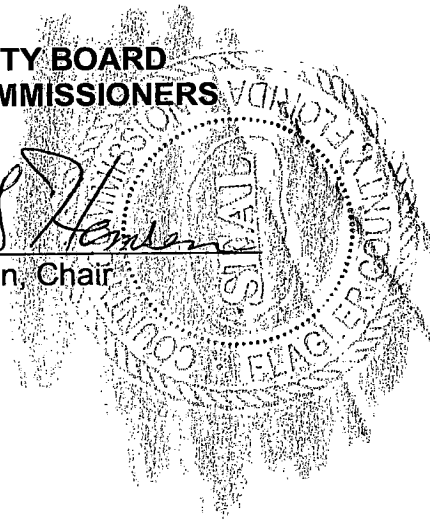
**FLAGLER COUNTY BOARD
OF COUNTY COMMISSIONERS**



Tom Bexley, Clerk of the
Circuit Court and Comptroller



Gregory L. Hansen, Chair



APPROVED AS TO FORM:



Al Hadeed, County Attorney

Unofficial Copy

Exhibit A
HUNTER'S RIDGE DRI DEVELOPMENT ORDER

THIS DEVELOPMENT ORDER effective this 20th day of February 2023 by and between US Capital Alliance, LLC, a Florida limited liability company (hereinafter referred to as the "Owner" or "Applicant" and/or the "Developer" as appropriate herein) the successor in interest of Hunter's Ridge Residential Golf Properties, Inc., Hunter's Ridge Timber Company, Inc., and Hunter's Ridge Golf Company, Inc., as the owner of the DRI Property (the "Developer") and the Flagler County Board of County Commissioners, a political subdivision of the State of Florida (the "County").

WHEREAS, on January 25, 1990, Flagler County adopted Resolution 90-3A constituting the Development Order for the approximately 3,865 acre Flagler County portion of the Hunter's Ridge Development of Regional Impact (DRI) ("DRI Property"); and

WHEREAS, the Department of Community Affairs intervened in an appeal of the Development Order and the Division of Administrative Hearings issued a Recommended Order May 28, 1991 and rendered an Amended Final Development Order recorded in Official Records Book 455, Page 1019, of the Public Records of Flagler County, Florida; and

WHEREAS, on April 6, 1992 Flagler County adopted the First Amendment to the Hunter's Ridge Development Order; and

WHEREAS, on December 1, 1997 Flagler County adopted Resolution No. 97-79A constituting the Second Amendment to the Hunter's Ridge Development Order; and

WHEREAS, on December 15, 2003, Flagler County adopted Resolution No. 2003-208 constituting the Third Amendment to the Hunter's Ridge Development Order; and

WHEREAS, on November 15, 2010, Flagler County adopted Resolution No. 2010-61 constituting the Fourth Amendment to the Hunter's Ridge Development Order; and

WHEREAS, on September 20, 2021, Flagler County adopted Resolution No. 2021-66 constituting the Fifth Amendment to the Hunter's Ridge Development Order; and

Hunter's Ridge Development Order

February 20, 2023

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HUNTER'S RIDGE DRI DEVELOPMENT ORDER

WHEREAS, on May 16, 2022, Flagler County adopted Resolution No. 2022-31 constituting the Sixth Amendment to the Hunter's Ridge Development Order; and

WHEREAS, the Developer submitted an application for a Notice of Proposed Change ("NOPC") on July 18, 2022 (hereinafter referred to as "NOPC Application") requesting changes to Development Order related to the former school site and proposed sports and recreation complex, together with a revised Exhibit 1, Map H, Revised Development Plan, depicting the designation of the former school site and former library site as areas for residential development, but without an increase in density within the Hunter's Ridge DRI; and

WHEREAS, the NOPC Application has been reviewed pursuant to Section 380.06, Florida Statutes, for the Hunter's Ridge DRI on the DRI Property and pursuant to Flagler County Land Development Code; and

WHEREAS, the Flagler County Board of County Commissioners, in its capacity as the local planning agency and governing body for consideration of an NOPC Application, has duly noticed and on January 9, 2023 held a public hearing on the NOPC Application and continued the public hearing to February 20, 2023 and afforded the public and all affected parties an opportunity to be heard and to present evidence; and

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Flagler County, Florida, in a final public hearing duly constituted and assembled on February 20, 2023, that the NOPC for Development Approval for the Hunter's Ridge DRI is hereby approved through a majority vote, 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, pursuant to the provisions of Section 380.06, Florida Statutes, and other applicable State laws and the codes and ordinances of Flagler County:

Section 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.

Hunter's Ridge Development Order**February 20, 2023****Exhibit A
HUNTER'S RIDGE DRI DEVELOPMENT ORDER**

3. The Developer is the owner of and has the authority to file this NOPC Application for Development Approval ("NOPC Application") and obtain an amended Development Order with respect to the DRI Property in accordance with Section 380.06, Florida Statutes, Section 163.3167, Florida Statutes, and the Code of Ordinances of Flagler County.
4. The County has conducted a diligent evaluation and review of all the ADA and Sufficiency Response materials as part of the development review process; however, the Developer and the County acknowledge that the County has not created any independent work project or analysis for the DRI Property.
5. This Development Order for Hunter's Ridge is consistent with the State's Comprehensive Plan adopted pursuant to Chapter 187, Florida Statutes.
6. This Development Order for Hunter's Ridge is consistent with the Strategic Regional Policy Plan ("SRPP") as adopted by the Northeast Florida Regional Council ("NEFRC").
7. This Development Order for Hunter's Ridge is consistent with the County's Comprehensive Plan and the County's Land Development Code ("LDC").
8. The public hearings to consider this Development Order were properly noticed and held by the Flagler County Board of County Commissioners pursuant to Section 380.06, Florida Statutes, and the code and ordinances of Flagler County.
9. The Developer's authorized representative is Jake Beren, COO, whose principal place of business is 880 Airport Road, Ormond Beach, Florida 32174; and whose telephone number is (386) 843-5507.
10. Implementation of this Development Order for Hunter's Ridge 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.
11. This Development Order for Hunter's Ridge constitutes final DRI approval as more particularly described in Section II. Development Approval, as originally described in the ADA, is subject to the terms and conditions of this Development Order provided,

Exhibit A
HUNTER'S RIDGE DRI DEVELOPMENT ORDER

however, that any and all approvals not specifically made or provided for herein are subject to further development review.

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EXHIBITS

- Exhibit 1 Map H, Revised Development Plan
- Exhibit 2 Flagler County/City of Ormond Retail Water and Wastewater Service Agreement
- Exhibit 3 Conservation Park Area Agreement
- Exhibit 4 Stormwater Pollution Prevention Plan
- Exhibit 5 Revised Proportionate Share Agreement
- Exhibit 6 Joint Stipulation
- Exhibit 7 School Board Impact Fee Credit Agreement

Section II. Development Approval

1. **Land Development Approval.** The DRI may be developed up to the maximum densities and intensities provided herein within appropriate use cluster areas and timed per the phases all as indicated in the Hunter's Ridge Development Table (Flagler County) and Hunter's Ridge Cluster Use Development Table (Flagler County), as graphically depicted in Revised Map H, and in accordance with the Flagler County Comprehensive Plan, Flagler County Land Development Code (LDC), and other applicable Local, State, and Federal laws and in conjunction with the other terms and conditions contained herein.
2. **Comprehensive Plan Future Land Use.** The approximately 3,840 acre Flagler County portion of the Hunter's Ridge Development of Regional Impact ("DRI") ("DRI Property") shall be composed of the following two areas as depicted on Revised Map H (Exhibit 1):
 - a. The Development Area (approximately 1,862 acres) as shown on Revised Map H shall have a Future Land Use of Mixed Use: Low Intensity, Low/Medium Density Residential (maximum residential density established as not more than seven (7) units per acre calculated on a gross acreage basis) as described in the Flagler County Comprehensive Plan. This Development Area is further divided into sub-areas as clusters.

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- b. The Conservation/Regional Park Area (approximately 1,976 acres) as shown on Revised Map H shall have a Future Land Use of Conservation as described in the Flagler County Comprehensive Plan and has been conveyed by Warranty Deed to the County subject to a Conservation Park Agreement and Conservation Easement.
3. **Hunter's Ridge Development Table (Flagler County).** This table shall represent the maximum overall development approval within Flagler County, excluding public facilities and recreational amenities, and subject further to other terms and conditions contained herein.

TABLE 1. Hunter's Ridge Development Table (Flagler County)	
Uses by Phase	Total
Low Density	1,110 Units
Medium/High Density	1,192 Units
Mixed Use Office/Retail/Service	400,238 SF
Light Industrial	166,795 SF
Total Residential - Flagler County	2,302 Units
Total Residential - Vested by Others	421 Units
Total Residential Remaining	1,881 Units
Total Non-Residential	567,033 SF

Note: The square footages above shall not include any permitted governmental, utility, and recreational square footage necessary to service the community or provided as part of a regional park amenity.

- a. Office/Retail/Services are combined as a mixed use to better reflect the diversity of uses that need to occur in these clusters to provide the maximum residential transportation trip capture.
- b. Phasing Duration and Commencement of DRI. The DRI shall be developed in one phase as identified above. The sequence of development may be altered and proceed based upon consent from Flagler County without a Notice of Proposed

Exhibit A
HUNTER'S RIDGE DRI DEVELOPMENT ORDER

Change ("NOPC") modification being required so long as the transportation mitigation and all other obligations herein are met. Flagler County may condition any development approval on satisfaction of obligations not yet performed which remain due.

- c. **Build-out and Expiration.** The projected build-out date for all DRI development improvements that are the obligation of the Developer is November 30, 2035. The DRI termination and DRI Development Order expiration dates are established as November 30, 2037. Any extensions of the DRI build-out, termination, or expiration dates shall be governed by the provisions of Section 380.06, Florida Statutes. The time period for commencement of physical development, build-out, termination, phasing dates, and deadlines shall be tolled during the period of any appeal pursuant to Section 380.07, Florida Statutes.
4. **Hunter's Ridge Cluster Use Development Table (Flagler County).** This table shall represent the permitted use category by cluster and maximum density/intensity permitted per cluster for development within Flagler County, excluding public facilities and recreational amenities, and subject further to other terms and conditions contained herein.

TABLE 2. Hunter's Ridge Cluster Use Development Table (Flagler County)				
Development Pod	Cluster Use	Gross Acres	Maximum Density/Intensity	Max. Ht.
Ashford Lakes - Vested	Low Density Residential	87.71	77 Units	35 ft
Huntington Woods - Vested	Low Density Residential	24.03	70 Units	35 ft
Huntington Townhomes - Vested	Low Density Residential	103.74	183 Units	35 ft
Huntington Lakes - Vested	Low Density Residential	81.03	77 Units	35 ft
Deerfield Estates - Vested	Low Density Residential	18.39	14 Units	35 ft
Ironwood	Medium Density Residential	15.9	6-10 Units/Ac.	35 ft

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TABLE 2. Hunter's Ridge Cluster Use Development Table (Flagler County)				
Development Pod	Cluster Use	Gross Acres	Maximum Density/ Intensity	Max. Ht.
Plumeria Phase 1	Medium Density Residential	6.43	6-10 Units/Ac.	35 ft
Plumeria Phase 2	Medium Density Residential	48.0	6-10 Units/Ac.	35 ft.
Mace	Low Density Residential	54.87	0-5 Units/Ac.	35 ft
Iris Phase 2	Low Density Residential	23.15	0-5 Units/Ac.	35 ft
Iris Phase 1	Low Density Residential	20.7	0-5 Units/Ac.	35 ft
Indigo	Medium Density Residential	23.03	6-10 Units/Ac.	50 ft
Celadine	Low Density Residential	21.3	0-5 Units/Ac.	50 ft
Recreation Area A	Private Indigo Recreation	5.08	N/A	35 ft
Sumac	Mixed Use Office/Retail/ Service	5.74	126,000 SF	45 ft
Plum Creek Parcel	Park of Commerce (under previous D.O.)	3.15	N/A	N/A
Plum Creek Parcel	Park of Commerce (under previous D.O.)	17.12	N/A	N/A
Recreation Area B	Community Recreation	0.89	N/A	35 ft
Amber Woods	Low Density Residential	9.73	0-5 Units/Ac.	35 ft
Hemlock	Light Industrial	6.15	102,000 SF	50 ft

Hunter's Ridge Development Order

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TABLE 2. Hunter's Ridge Cluster Use Development Table (Flagler County)				
Development Pod	Cluster Use	Gross Acres	Maximum Density/Intensity	Max. Ht.
Mint	Medium Density Residential	16.34	6-10 Units/Ac.	50 ft
Orchid	Low Density Residential	31.73	0-5 Units/Ac.	35 ft
Recreation Area C	Community Recreation	5.11	N/A	35 ft
Damiana Phase 1	Medium Density Residential	36.44	6-10 Units/Ac.	50 ft
Damiana Phase 2	Medium Density Residential	29.58	6-10 Units/Ac.	50 ft
Recreation Area D	Community Recreation	6.3	N/A	35 ft
Coriander	Medium Density Residential	65.6	6-10 Units/Ac.	50 ft
Turmeric Phase 1	Medium Density Residential	17.87	6-10 Units/Ac.	50 ft
Turmeric Phase 2	Medium Density Residential	14.76	6-10 Units/Ac.	50 ft
Lavender	High Density Residential	21.73	11-15 Units/Ac.	50 ft
Saffron Phase 1	Medium Density Residential	10.12	6-10 Units/Ac.	50 ft
Saffron Phase 2	Medium Density Residential	13.44	6-10 Units/Ac.	50 ft
Recreation Area E	Community Recreation	2.78	N/A	35 ft
Alder	Mixed Use Office/Retail/Service	2.91	25,352 SF	45 ft

Hunter's Ridge Development Order

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HUNTER'S RIDGE DRI DEVELOPMENT ORDER

TABLE 2. Hunter's Ridge Cluster Use Development Table (Flagler County)				
Development Pod	Cluster Use	Gross Acres	Maximum Density/Intensity	Max. Ht.
Laurel	Mixed Use Office/Retail/Service	7.68	66,908 SF	45 ft
Primrose	Mixed Use Office/Retail/Service	27.53	239,841 SF	45 ft
Location TBD	Light Industrial	TBD	64,795 SF	50 ft

Note: Refer to Table 1 for Maximum Non-Residential Square Footages and Maximum Number of Residential Units

- a. Maximum and Minimum Densities per residential land use cluster shall be as follows:

Low Density Residential: 0-5 units per acre

Medium Density Residential: 6-10 units per acre

High density Residential: 11-15 units per acre

- b. Maximum Intensities for each non-residential cluster shall be as listed in the Hunter's Ridge Cluster Use Development Table (Flagler County) above, but less than the overall maximum density in total as listed in the Hunter's Ridge Development Table (Flagler County).
- c. Calculation of densities and intensities within clusters ("Cluster Use Area") shall be inclusive of the entire cluster area including, but not limited to: developed areas; stormwater; roads; infrastructure; open space; preserve; setbacks; and the like. For example, if the cluster is twenty (20) acres in size and the maximum density is five (5) units per acre, then the maximum number of units for the cluster totals one hundred (100) units.
- d. Uses within any cluster cannot exceed the maximum density and intensity within any cluster. It is understood that low density residential may not only develop as

Exhibit A
HUNTER'S RIDGE DRI DEVELOPMENT ORDER

single family residential dwellings on individual lots, but could be a variety of housing types meeting the density thresholds.

- e. Essential public utilities may be allowed within any of the land use categories shown on Revised Map H, except conserved wetlands subject to compliance with applicable permitting law.

5. Change in Cluster Use Areas. The Applicant may increase or decrease the amount of particular development within a Cluster Use Area without filing a Notice of Proposed Change so long as the maximum density/intensity of that Cluster Use Area is not exceeded, upon approval by the Flagler County Board of County Commissioners, provided that:

- a. Residential density levels within clusters can be reduced. If a lower density is developed than the Cluster Use Area would otherwise permit, it shall be restricted upon final plan or final plat approval to the lower density.
- b. Low Density Residential shall not be increased in density intensity.
- c. Industrial lands cannot be reduced from light industrial to be used for retail, office, service, or other non-residential or residential uses without an NOPC.
- d. So long as the change in Cluster Use Areas is consistent with the criteria above, no additional DRI approvals shall be required for the conversion.

A Notice of Proposed Change shall be required, consistent with the requirements and thresholds of Section 380.06, Florida Statutes, before the maximum density/intensity within any Cluster Use Area is exceeded.

6. Subsequent Development Order Approvals and Cluster Development. As each cluster is proposed to be opened for development, the Applicant shall, at their sole discretion, but subject to approval by the Flagler County Board of County Commissioners, take one of the following approaches in developing the cluster:

- a. Request to designate the cluster as a specific zoning district classification as included in the LDC consistent with the Comprehensive Plan's Future Land Use designation for the DRI Property and the cluster use designated herein and by Revised Map H when applying for site plan approval (if the property is proposed to

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remain undivided) or the platting process (if the property is proposed to be subdivided); or

- b. Follow the Planned Unit Development (PUD) approval process for the specific use permitted within the cluster. If the property is to remain undivided, the site plan approval process may be pursued. If the property is proposed to be subdivided, the platting process shall be followed; or
- c. If only portions of the cluster are proposed to be developed or a phased approach to development of the cluster is desired, a master concept plan shall be prepared for the entire cluster and the specific portion of the cluster to be developed shall follow the development processes listed in a. or b. above.

In addition to these processes, applicable concurrency requirements within this DRI Development Order shall still apply, as well as stormwater and environmental permitting, building permits, applicable impact fees, and other applicable local, state, and federal regulations.

Section III. Concurrency

[Note: For purposes of the DRI Development Order's Concurrency obligations, the term "Developer" shall be utilized; however, in its context herein, "Developer" shall be synonymous with "Owner" and "Applicant" as previously referenced.]

1. **Education.** The Developer has previously prepared a deed for an approximately 45 acre school site on Airport Road to the Flagler County School Board, which has not yet been recorded and was returned to the Developer.
 - a. **Educational Facilities.** The Developer, the Flagler County School Board, and Flagler County have agreed to allow the Developer to pay the sum of \$3,000,000.00 ("School Concurrency and Capacity Proportionate Share Payment") to the Flagler County School Board to satisfy all of its capacity, mitigation and concurrency requirements for the development within the Hunter's Ridge DRI Property. In exchange for said School Concurrency and Capacity Proportionate Share Payment, the Developer shall receive the sum of \$2,000,000.00 ("School impact Fee Credits") in school impact fee credits from the

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Flagler County School Board and the balance of \$1,000,000.00 ("Donation") shall be a donation by the Developer. Such credits shall be automatically granted by the Flagler County School Board when payment is made in part or in full and such amounts shall be deposited in an impact fee credit account held by the Flagler County School Board that may be assigned by the Developer to third parties. One-third of any partial payments made by the Developer to the School Board shall be credited against the Donations and two-thirds of any partial payments made by the Developer to the School Board shall be deposited as an Impact Fee Credit. The entire sum of the School Concurrency and Capacity Proportionate Share Payment shall be due no later than 18 months from the date of the approval by the Flagler County Commission of the NOPC incorporating these changes and incorporated herein as Exhibit 7, attached hereto, the School Board Impact Fee Credit Agreement executed between the Flagler County School Board and the Developer. All prior conditions or requirements under this Article III shall be waived.

- b. Education Transportation. The previous Developer paid \$140,000 – as part of the \$1,170,000 Developer payment made on November 16, 2010 – to the Flagler County School Board to be used to purchase one (1) 80-passenger school bus.

2. Fire Protection/Emergency Medical Services.

- a. Site. The Developer has previously issued a deed for an approximately 6.21 acre site to Flagler County for the purpose of constructing a public safety facility. As of the date of the approval of this DRI D.O., Flagler County has not accepted and recorded the deed conveying this parcel. The Developer is hereby authorized to utilize this site as for residential property provided that the Developer conveys an alternative site consisting of a minimum of five (5) upland acres within the Regional Park or an alternate site with direct road access, said alternative site conditioned upon acceptance by the County. The deed for the parcel previously received shall be returned by the County to the Developer within sixty (60) days after receipt of a warranty deed from the Developer to the County conveying the alternative site parcel. The Developer shall be responsible for providing a warranty deed, paid taxes, and title insurance for this public safety site or any site subsequently conveyed. The Developer shall provide the property in an acceptable manner by the time periods set forth below. The location of the public safety site may be modified in the future by agreement between the Developer and Flagler County

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without the need for modification of this Development Order through a Notice of Proposed Change.

- b. **Site Preparation.** In addition to conveyance of the land for the public safety facility, the Developer, or a subsequent Municipal Service Taxing Unit ("MSTU") or Community Development District ("CDD"), shall provide the wetland mitigation and fill necessary to enable the public safety facility and appurtenant improvements to be permitted and constructed. This wetland mitigation and fill shall be done prior to the final platting or site plan approval of 750 residential units or 100,000 square feet of non-residential space, whichever shall occur first, and shall be at the sole expense of the Developer. Any site planning and/or architectural services and expenses related thereto that may be required, which are beyond the specific requirements of the Developer listed herein, shall be Flagler County's responsibility.
- c. **Public Safety Facility.** The Developer shall also, in addition to this conveyance of land, pay Flagler County the sum of Two Million Dollars (\$2,000,000) for the purpose of constructing a public safety facility on said property. The specification of the public safety building is planned as follows: the total square footage of the planned public safety building is 6,188 square feet, consisting of 3,500 square feet for three bays and 2,688 square feet of operations/living space. The bay area will be able to house up to five (5) vehicles/apparatus. The operations/living area will include office space, storage space, and individual gender-specific sleeping quarters for a minimum of six (6) firefighters, medical supply storage room, radio control room, decontamination room, kitchen, dining area, and living room. The bay area includes a decontamination area with eyewash, decontamination shower, and a sink basin. The bay area will also be outfitted with a vehicle exhaust extraction system. A generator, of sufficient size and capacity to power the entire building in the event of extended power outages, will additionally be provided. The public safety building will be built to the most recent codes and standards adopted by the State of Florida, which incorporate the International Code Council ("ICC") and National Fire Protection Association ("NFPA") standards. The building plans will include fire alarm and fire sprinklers throughout, accompanied by smoke and carbon monoxide detectors. Additional office square footage of not less than 400 s.f. and no more than 1,000 s.f. will be incorporated into the building plans to accommodate a future Sheriff's substation as part of a second phase. The building will also have energy efficiency standards built into the facility.

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The public safety building amount shall be provided by the Developer to the County in two payments: an initial payment of One Million Dollars (\$1,000,000) shall be made upon the issuance of building permits for 500 residential units or 125,000 square feet of non-residential space, whichever occurs first; and the second payment of One Million Dollars (\$1,000,000) shall be made upon the issuance of building permits for 1,000 residential units or 250,000 square feet of non-residential space, whichever occurs first. Prior to the final platting or site plan approval of 750 residential units or site plan approval of 175,000 square feet of non-residential space, whichever occurs first, the Developer shall either provide the initial payment to the County or provide a financial surety acceptable to the County guaranteeing the initial payment. Prior to the final platting or site plan approval of 1,250 residential units or site plan approval of 250,000 square feet of non-residential space, whichever occurs first, the Developer shall either provide the second payment to the County or provide a financial surety acceptable to the County guaranteeing the second payment.

- d. Ambulance. The previous Developer paid \$200,000 – as part of the \$1,170,000 Developer payment made on November 16, 2010 – to Flagler County for the purchase of an ambulance.
- e. Quick Attack Truck. The Developer shall pay Flagler County the sum of One Hundred Forty Thousand Dollars (\$140,000) for the purchase of a quick attack truck. Payment shall be due upon the issuance of 500 residential building permits, or the final platting or site plan approval of 1,000 residential units, or site plan approval of 100,000 square feet of non-residential space, whichever occurs first. In lieu of payment to Flagler County, the Developer may post a financial surety acceptable to the County guaranteeing funding for the quick attack truck upon the final platting or site plan approval of 750 residential units or site plan approval of 75,000 square feet of non-residential square footage, whichever occurs first.
- f. Fire Engine. The Developer shall pay Flagler County the sum of Six Hundred Thousand Dollars (\$600,000) for the purchase of a fire engine. Payment shall be due upon the issuance of 1,000 residential building permits, or the final platting or site plan approval of 1,500 residential units, or site plan approval of 250,000 square feet of non-residential space, whichever occurs first. In lieu of payment to the County, the Developer may post a financial surety acceptable to the County guaranteeing funding for the fire engine upon the final platting or site plan approval

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of 1,000 residential units or site plan approval of 175,000 square feet of non-residential square footage, whichever occurs first.

- g. Should Flagler County agree to alternative arrangements (including but not limited to contracts for service with adjacent governments and service providers), an alternate site, or alternate equipment to satisfy the public safety requirements of the Hunter's Ridge community, the election by Flagler County of these alternatives shall not cause modification of the DRI Development Order through an NOPC.

3. **Law Enforcement.** The Developer shall be required to provide a combined public safety site as described above for the public safety needs of the DRI Property. To provide the minimum law enforcement capacity needed to serve the Flagler County portion of the DRI Property, the Developer shall provide the following in addition to providing a Sheriff's substation as part of the public safety building:

- a. The Developer shall pay Flagler County the sum of Ninety Thousand Dollars (\$90,000) for the purchase of up to three (3) Sheriff's Deputy patrol cars, to be provided as follows: the previous Developer paid \$30,000 – as part of the \$1,170,000 Developer payment made on November 16, 2010 – to the Flagler County Sheriff's Office for the purchase of a patrol car, with the sum of Thirty Thousand Dollars (\$30,000) for purchase of the second car provided to the Flagler County Sheriff's Office prior to the issuance of the 1,000th residential dwelling building permit. The Developer shall provide the Flagler County Sheriff's Office the sum of Thirty Thousand Dollars (\$30,000) for the purchase of a third car prior to the issuance of the 1,800th residential dwelling permit. In lieu of payment, the Developer may post a financial surety acceptable to the County guaranteeing funding for the third and final patrol car prior to issuance of permits for any development exceeding the issuance of the 1,800th residential dwelling permit. The amounts listed herein for purchase of these patrol cars shall increase by Five Hundred Dollars (\$500) per year or in accordance with the financial obligation decelerator/accelerator clause included under General Conditions, Section 6, whichever amount is greater.

4. **Recreation and Open Space.** The Developer is hereby required to provide the following recreational amenities within the DRI Property: a Conservation/Regional Park Area (approximately 2,000 acres); the Open Space/Preservation Areas between the Development Clusters (approximately 700 acres); and a Government Use Area/Regional Park (approximately 45 acres), which will be used primarily for

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recreation, open space, and wetland/preservation mitigation. In addition to these recreation and open space acreages, facilities, and amenities, the Developer shall provide a minimum of 25 acres of neighborhood parks in five Recreation Areas and other recreational amenities, including an integrated trail system as described below, meeting the Flagler County Comprehensive Plan minimum requirements. The location of these five Recreation Areas is as set forth on Revised Map H (Exhibit 1). The neighborhood parks and recreational improvements to be provided by the Developer pursuant to this Development Order are further described as follows:

- a. Any of the five neighborhood parks shall be accessible to all the residential units within the Hunter's Ridge DRI whether located within Flagler or Volusia County; however, the parks may be universally controlled by the Developer, or a Master Property Owners Association or CDD, as applicable, to limit access to ensure that only the residents of Hunter's Ridge may use the facilities. The Developer, or Master Property Owners Association or CDD, as applicable, shall be ultimately responsible for maintenance of these park facilities and may, at its sole discretion develop rules for the use of these facilities, up to and including applicable user or maintenance fees assessed either on a user or parcel assessment basis. Nothing contained herein shall preclude the Developer or assigns from developing additional recreational amenities within a particular Recreation Area or subdivision that is exclusive to that Recreation Area or subdivision.
- b. The following specific, minimum improvements shall be constructed by the Developer within the Recreational Areas indicated below as part of any development occurring within the adjacent residential cluster(s):
 - 1) In Recreation Area A (5.08 acres), amenities will be developed as part of a private park within the gated Indigo community.
 - 2) In Recreation Area B (2.00 acres), a community park shall be developed consisting of a fenced in dog park and at least twelve (12) off-street parking spaces shall be provided.
 - 3) In Recreation Area C (5.11 acres), a community park shall be developed consisting of a minimum of horseshoes, picnic pavilion, a playground set with equipment occupying a minimum area of 500 s.f., and a single 4-swing combo standard/tot swing set or such other modern day play equipment. A residential

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- access trailhead into the Conservation/Regional Park Area shall also be required. At least eighteen (18) off-street parking spaces shall be provided.
- 4) In Recreation Area D (6.30 acres), pickleball courts, a dog park, splash pad, playground set and picnic pavilion, a community center with pool and parking.
 - 5) In Recreation Area E (2.78 acres), a community park shall be developed consisting of a playground, picnic pavilion, dog park and parking.
 - 6) All such improvements shall be in a manner acceptable to the County. The County may at its sole discretion allow the modification of a particular improvement based on changes in recreational trends, resident preference (as expressed by action of the Master Property Owners Association or Community Development District), and unique alternative plans including, but not limited to, an age-restriction placed by the Developer upon a specific cluster or clusters with the DRI Property.
 - 7) The above-described recreational facilities/amenities shall be retained by the Developer or conveyed to the Master Property Owners Association, the Community Development District, or other County-approved entity upon completion of the improvements, said entity to also be responsible for the maintenance of such facilities/amenities. The Developer, the Master Property Owners Association, or the Community Development District shall maintain the parks in perpetuity for active recreational uses. Up to 100% of the recreation impact fees paid within the DRI Property shall be eligible for reimbursement to the Developer for the cost of installing these improvements, subject to verification of the actual cost of construction as determined by the County based on information including, at a minimum, any Engineer's estimates provided by the Developer and as-builts following completion of construction.
- c. Within the collector roadway right-of-way (located outside of an individual cluster) as shown on Revised Map H, with the exception of the essentially built-out sections of Hunter's Ridge within incorporated Ormond Beach in Volusia County and not including Airport Road from the Flagler County line to its intersection with State Road 40, the Developer shall construct a minimum 10-foot-wide multi-purpose trail (in lieu of traditional sidewalks located on both sides of collector roadways) on one side of the collector roadway to form an integrated backbone trail network of

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pedestrian, bicycle, rollerblade, and other non-motorized access throughout the development as part of each segment of collector roadway developed.

- 1) The multi-purpose trail may be constructed with a finished surface of asphalt or concrete and shall be handicapped-accessible in accordance with the Americans with Disabilities Act ("ADA"). Any bridge crossings, if required, may be made of an alternative material, with preference given to single-span systems.
 - 2) The multi-purpose trail shall interconnect with any subdivision trails included in any cluster and shall interconnect with the trail heads for the Conservation/Regional Park Area.
 - 3) Modifications such as parallel facilities to a roadway and similar modifications may be permitted by Flagler County in the design process so long as an integrated trail system minimizing conflict with motor vehicles operating within the roadway is achieved.
- d. Additional trail systems (in lieu of traditional sidewalks located on both sides of local streets) shall be required within each cluster that ties in with the overall backbone multi-use trail system described above. Generally, these additional trail systems shall be a minimum of eight (8) feet in width within the right-of-way and adjacent to one side of any local street (located within an individual cluster), if designed as a parallel facility. Design flexibility for non-residential areas and multifamily areas may be permitted by the County so long as the intended interconnectivity is achieved.
- e. From the Developed Area of the Hunter's Ridge DRI Property, the Developer shall provide a minimum of three (3) trail head locations, two (2) of which shall be designed primarily for the exclusive access of Hunter's Ridge residents. Flagler County shall provide a public trailhead location as described below within the Regional Park/Government Use Area parcel.
- 1) It is Flagler County's intent that the equestrian trail head located within the Flagler County Regional Park shall provide, at a minimum, off-street parking for fifteen (15) truck/trailers, plus ten (10) regular passenger car-sized parking spaces, restroom facilities, a corral area, and adequate watering/feeding

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facilities to accommodate horses. Further, it is Flagler County's intent that the equestrian trail head shall be generally open to the public, but maintained by the Developer, the Master Property Owners Association, or the Community Development District, as applicable, in perpetuity. The Developer, the Master Property Owners Association, or the Community Development District, as applicable, may at its discretion implement such user fees and assessments as it deems necessary to maintain the property, provided that said fees and assessments are consistent with applicable laws and regulations regarding the establishment and maintenance of such fees and assessments.

- 2) A trail head shall be erected from the community park in Cluster C. This trail head may be restricted to the residents of Hunter's Ridge only.
- 3) The additional trail head as described shall be required within the development clusters, but may be provided in a location at the discretion of the Developer concurrent with the development within the respective cluster.

5. Regional Park. The Developer issued a deed for an approximately 45 acre regional park site (also referred to as the approximately 45 acre Regional Park/Government Use Area parcel) to Flagler County for the purpose of constructing a trail head and other recreational amenities. The location is adjacent to the Conservation Area as shown on Revised Map H. The provision of the Regional Park was a condition of the original Development Order and shall remain in place. The Developer has conveyed the Regional Park to the County with paid taxes and title insurance for this site. The Regional Park site as depicted is fairly wet with just over ten (10) acres of developable upland. The Developer shall be responsible for ensuring that mitigation is provided for at least eighteen (18) developable acres of the property for regional park uses/development. Such mitigation may occur on site or off site as part of the Developer's master mitigation plan which was completed. The deeded property shall be removed from any Developer Environmental Resource Permit ("ERP"), other mitigation measures, or any other use by the Developer for permitting until such time as it is approved by Flagler County. Flagler County agrees to cooperate with the Developer in completing the conceptual permitting requirements of which this parcel is a part. Adjustments may be made to the site in the future by agreement between the Developer and Flagler County without the need for modification of this Development Order through a NOPC.

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6. Golf Course. The original Development Order required the Developer to construct an eighteen (18) hole golf course and clubhouse. As included in the original D.O., within five (5) years of the completion of the course it was required to be turned over to the County at no cost. This former condition – as proposed through this DRI Development Order – was waived through a Golf Course Settlement Agreement which was jointly created and developed by the Developer and County, and ultimately approved by the County.

- a. The Developer and County agree to release, waive, and discharge the obligation of the Developer under the Golf Course Settlement Agreement in exchange for the initial payment of \$800,000.00, which was paid to the County, and the Developer or successors or assigns shall expend the sum of \$3,700,000.00 ("Recreation Obligation"), during the course of development, on various recreational amenities approved by the County, and said Recreation Obligation shall include but shall not be limited to any costs relating to said amenities for recreation, neighborhood or community parks and the land dedicated thereto, equipment, sports or recreational facilities, equestrian trails, water sports facilities, dedicated preservation or conservation areas, including any costs for maintenance, construction, design, engineering, planning, permitting and mitigation credits required for development of such amenities within the overall development and/or the Conservation Park Area. Such recreation amenities may include but shall not be limited to, interconnected walking or biking trails throughout the development, equestrian trails and arenas, parking areas, trailhead infrastructure, community or neighborhood parks, water activity amenities, water sports facilities, creation of water ways, pavilions, picnic areas, pickle ball courts, ball fields, tennis courts, kayak or non-motorized vessels or facilities, fishing docks, fish cleaning stations, fire pits, grill areas, picnic tables, fishing stations, benches, expansion of sidewalks to provide for golf cart travel, any electric charging stations or other similar or like recreational activities, as determined at the discretion of the Developer or successor or assigns and pre-approved by the County, provided however that such approval shall be deemed granted if the County does not deny the request within sixty days of its formal submission. The Developer or its successor or assigns shall provide the County with a report of the expenditures for such Recreation Obligation as part of the Biennial Monitoring Report commencing on March 1, 2023 and on March 1 each year thereafter. The valuation of amenities provided by the Developer or successor or assigns to satisfy the Recreation Obligation shall be based on actual cost as demonstrated through contract documents and shall be subject to independent review by the County. In lieu of contract documents, the

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Developer or successor or assigns may provide engineer estimates of cost for amenities and, as to the valuation of land, the Developer shall provide an opinion by a licensed and certified appraiser, all of which is subject to review by the County as to the reasonable sufficiency of the documentation, and such acceptance shall not be unreasonably withheld. The County may engage a review appraiser to validate the cost estimates submitted by the Developer under this paragraph.

- b. In accordance with the terms and conditions of the Conservation Park Agreement, recorded in the Official Records of Flagler County, Book 2203, Page 1444, the County has held Three Hundred Thousand Dollars (\$300,000) of the Initial Payment received by the Developer in escrow for at least three years. The County will use these funds: (i) to construct a hydrological restoration project within the Conservation/Regional Park Area or (ii) to enhance the Conservation Park Area at its sole discretion. The County shall control the expenditure of said funds and shall work with the Developer and the environmental agencies having jurisdiction over the development of the DRI Property to meet the intent of the conditions of the original D.O. and the Joint Stipulation that is also contained herein at Exhibit 6. Any hydrologic evaluation of the property shall not be eligible for any use of these funds; however, the design, specifications, and bid process, in addition to the construction, of any actual hydrological restoration improvements required shall be eligible for expenditure of these funds.

7. **Water and Wastewater Utility Service.** Water and wastewater for the development will be provided by the City of Ormond Beach. In a letter dated March 24, 2010, from the City of Ormond Beach Public Works Department, the anticipated demand for water and wastewater services are 835,400 gallons per day ("gpd") and 757,900 gpd respectively. This analysis was based on an increase of 1,281 residential units and 229,940 square feet of non-residential use. Note: The proposed residential unit increase has since been reduced to 955 units and non-residential increase has also been reduced to 129,940 square feet within the Substantial Deviation Area.

In its analysis and based on the original proposed increase in residential unit and non-residential square footage entitlements, the City of Ormond Beach asserts that there is sufficient capacity for both water and wastewater facilities to service the development. Therefore, there is capacity to serve the development with the substantially fewer entitlements being sought. The County proposes the following

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standards to implement this DRI Development Order with regards to water and wastewater utility service provision:

- a. Development shall only be permitted concurrent with the provision of adequate central potable water and wastewater service meeting the adopted level of service in the Flagler County Comprehensive Plan. The City of Ormond Beach will provide central water and wastewater service to the entire Hunter's Ridge DRI.
- b. The Developer, its successor, or assigns (including sub-developers and individual lot owners at the time of building permit application), as applicable, shall pay all City of Ormond Beach Water and Wastewater Capacity/Impact Fees, and abide by the terms and conditions of the Ormond Beach Utility Regulations, including the required utility plan, as well as the Interlocal Agreement between Flagler County and the City of Ormond Beach as included herein (Exhibit 2).
- c. Any cluster use conversion beyond that permitted within this Development Order shall be based on potable water usage and the availability of potable water supply and related facilities.
- d. Any Ormond Beach water wells no longer in use or subsequently abandoned within the DRI Property shall be properly plugged in accordance with St. Johns River Water Management District ("District") rules and regulations. Any existing, active wells for which the District has issued a Consumptive Use Permit ("CUP") may continue to be used only in accordance with the respective CUP. Any change in use of the wells is subject to the requirements of the County's LDC and approval by the St. Johns River Water Management District including if necessary the issuance of an appropriate CUP.
- e. Multifamily residential units shall use submeters for potable water.
- f. Single-family residences and nonresidential units shall have separate meters for potable and irrigation/non-potable water.
- g. All DRI-related construction shall meet, at a minimum, Florida Water StarSM design standards.
- h. As part of every deed, the Deed Restrictions and Covenants shall require that only U.S. Environmental Protection Agency ("EPA") Water Sense®-labeled water-

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conserving fixtures or equivalent performing fixtures shall be installed in all residential structures and, as appropriate, in non-residential buildings and structures.

- i. Septic systems may only be used in connection with remote recreational amenities potentially located in the Conservation/Regional Park Area. Within two years of a central sewer system being installed within two hundred (200) feet of a temporary septic system, the septic system shall be removed and central sewer service shall be provided to the recreational amenity by the Developer.

8. Stormwater Management. The surface water management system for the DRI Property shall be designed in accordance with applicable District requirements and will provide for the effective removal of stormwater from the Development Area through a series of stormwater management facilities. The County proposes the following standards to implement this DRI Development Order with regards to stormwater management:

- a. A Community Development District ("CDD"), the Master Property Owners Association, or its functional equivalent shall maintain the drainage system upon completion development within each cluster within the DRI. The Developer will be responsible for the maintenance of the drainage system until the CDD, the Master Property Owners Association, or its functional equivalent receives fee interest in the drainage system as part of any final plat or site development plan approval.
- b. Development within the DRI Property shall use Best Management Practices ("BMPs") for erosion control as required by the applicable National Pollution Discharge Elimination System ("NPDES") permit.
- c. Construction activity within the Hunter's Ridge DRI shall be conducted in accordance with a stormwater pollution prevention plan developed pursuant to the NPDES permitting program.
- d. Drainage from stormwater ponds will meet all Class III surface water quality standards.
- e. All work performed within and for the Hunter's Ridge DRI is to comply with Florida Department of Environmental Protection ("FDEP") Non-Point Source and Water Quality Standards.

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- f. In addition to any other stormwater requirements, the DRI Property's stormwater management system shall be designed as a stormwater reuse system rather than a conventionally designed system, shall be additionally required to meet pre- and post-condition minimum treatment standards and requirements, and to maximize the amount of surface water that will be available for irrigation needs throughout the development.
- 9. Solid Waste.** Development of the Hunter's Ridge DRI Property shall occur concurrent with provisions of adequate solid waste service meeting the adopted level of service as included in Flagler County's Comprehensive Plan. The Hunter's Ridge DRI shall be required to participate in any current or subsequently adopted Flagler County recycling program. The County proposes the following standards to implement this DRI Development Order with regards to solid waste service provision:
- a. Development within the Hunter's Ridge DRI or individual phases shall not occur until adequate permitted capacity is verified from Volusia County (as Flagler County's identified service provider) or successor.
 - b. Recycling shall be mandatory for all single family residential dwelling units and other residential dwelling units that Flagler County determines is capable of participating in the current recycling program. Recycling shall be integrated throughout all non-single family residential development and non-residential development and in accordance with any future County recycling program modifications.
- 10. Transportation.** For transportation purposes, the Developer has entered into a Proportionate Share Agreement with FDOT which addresses all impacts through build out, a copy of which is attached hereto and incorporated herein as Exhibit 5. Accordingly, all transportation trips shall be vested so long as the Proportionate Share Obligations therein are fully satisfied or performed or in the alternative, an extension of such obligations is requested due to economic circumstances and approved by FDOT.

Pursuant to Section 163.3180(12), Florida Statutes, the Developer shall mitigate the impacts of the Hunter's Ridge DRI to the regional transportation system using proportionate share contributions, as described herein. Additionally, these contributions are deemed sufficient to pay for and construct required improvements

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which will benefit regionally-significant transportation facilities and meet proportionate share contribution requirements as set forth in Section 163.3180(12), Florida Statutes, as authorized by this D.O. and as authorized by the Comprehensive Plan Future Land Use Map amendment adopted by Flagler County simultaneously with this D.O. In addition to the foregoing, the County proposes the following standards to implement this DRI Development Order with regards to transportation:

- a. **FDOT Proportionate Share Contribution Improvements.** The Developer has entered into an Amended and Restated Proportionate Share Agreement (PSA) with FDOT to mitigate its impacts to the state highway system. The Amended and Restated FDOT PSA is attached as an Exhibit 5 to this Development Order. Satisfaction of the FDOT PSA by the Developer shall be considered to fully mitigate the DRI's impacts to the State Highway System
- b. **Volusia County Proportionate Share Contribution Transportation Phases 1, 2, and 3 Improvements for Build Out of Development.** This Development Order provides for a mitigation plan on State and local government regional roadways for impacts for the Hunter's Ridge DRI. This mitigation plan is the result of several meetings and discussions with Volusia County and City of Ormond Beach staff to adequately address impacts from project traffic on the County roadway system, with the project impacts ultimately to be mitigated through widening of Hand Avenue. Developer shall either pay for or construct the following transportation improvements (excluding right of way acquisition costs which are solely the responsibility of Volusia County) or, alternatively, pay the proportionate fair share amount of \$3,131,983.10 ("Volusia Proportionate Share Payment") or such amount determined by Volusia County on a pay as you go basis with impact fees being collected for Volusia County upon the issuance of any building permit for each platted lot and applied to the Proportionate Share Payment amount due to Volusia County which Flagler County is presently collecting and submitting as an impact fee to Volusia County for allocation against the Proportionate Share Payment.
- c. **Transportation Concurrency/Mitigation for future Phases.** The mitigation plan adopted as part of this D.O. addresses all phases of development under the Hunter's Ridge DRI. The Developer has conducted a monitoring/modeling program ("M&M") for buildout, and this program did ascertain the Level of Service (LOS) on facilities where The Hunter's Ridge DRI is estimated to contribute an

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amount of traffic greater than or equal to 5 percent of the adopted LOS service volume. The methodology of the monitoring/modeling program was agreed upon by Flagler County, Volusia County the FDOT, and the Developer. The depth of each monitoring and modeling effort was similar to that required within an ADA and was consistent with the requirements of the Flagler County Concurrency Management Systems as it relates to facilities within that jurisdiction. Empirical data was collected for the monitoring and modeling program on facilities where it is estimated that the project contributes an amount of traffic greater than or equal to five percent (5%) of the adopted LOS maximum service volume. A full buildout analysis was included in each M&M.

The analyzed facilities included signalized intersections and link analyses of collector and higher classified roadways, interchange ramps and transit service/facilities.

- d. The Developer has provided modeling and monitoring studies to be submitted to FDOT District 5 Urban Office, Volusia County, and Flagler County. These modeling and monitoring studies have identified the traffic impacts from all phases of the project. Should the Developer not be able to establish a proportionate share agreement with FDOT and Volusia County as the development progresses, the Developer may pursue a formal amendment of the D.O. through the NOPC process with all applicable rights and processes.
- e. Transportation Impact Fees. The Developer was obligated by the original Development Order to pay both an assessment fee equal to the Volusia County Transportation Impact Fee throughout the development and, in addition, pay Flagler County Transportation Impact fees – to the extent such fees are levied and collected from the Developer – within the Flagler County portion of the Hunter's Ridge DRI. Together this extraordinary burden of payment of dual transportation impact fees by the end users of the DRI should be financially sufficient to mitigate for any transportation-related impacts created by the development, with any deficiency made up directly by the Developer.
 - 1) To that end, a separate agreement(s) between the Developer and Volusia County shall be entered into to provide for the collection of the Volusia County fee. Said agreement(s) shall address the application of credit provided for collected assessment fees – to the extent such fees are levied and collected

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from the Developer – equal to the Volusia County Transportation Impact Fee. The agreement(s) shall address potential credit regarding proposed transportation mitigation, collection or disbursement of assessment fees by Volusia County equal to the Volusia County Transportation Impact Fee, and issuance of credit for such fees. Should an interlocal agreement be determined to be necessary between Volusia County and Flagler County to accomplish this arrangement, Flagler County agrees to pursue the completion of this interlocal agreement utilizing its staff as the primary lead in the development of such agreement. Upon satisfaction of the Volusia Proportionate Share Obligation owed to Volusia County by the Developer or by periodic impact fee payments from development, the overly burdensome imposition of a dual impact fee collection shall immediately terminate. Thereafter Volusia County shall no longer collect its equivalent impact fee and the Developer shall only be required to pay Flagler County impact fees which shall be remitted quarterly by Flagler County to the FDOT and applied against any sums owed by Developer for the Amended and Restated FDOT Proportionate Share Payment as set forth in Exhibit 5. Upon final payment for the Amended and Restated FDOT Proportionate Share Obligations, Flagler County shall continue to retain a Flagler County impact fee for the project.

- 2) Likewise, the Flagler County Transportation Impact Fees collected shall be credited against any FDOT-requested improvements constructed by the Developer as proportionate share improvements or as payments towards any fair share contribution consistent with Flagler County's applicable ordinances or State Statutes. If the Developer constructs an FDOT improvement, the monies previously paid as impact fees to Flagler County shall be reimbursed or otherwise credited to the Developer by Flagler County. Flagler County may also pay fair share contributions directly to FDOT for impacts to State roadways from any Flagler County impact fees collected from the project and, if such payment by Flagler County to FDOT should occur, such payment shall be credited by FDOT as if paid by the Developer in accordance with any Proportionate Share Agreement between the Developer and FDOT. If any portion of the proportionate share is paid in advance of the receipt of Flagler County transportation impact fees to pay such proportionate share amount, then the amount of payment shall be repaid quarterly back to the Developer as transportation impact fees are received from the DRI Property. Any transportation impact fees received in excess of the amount needed to satisfy

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the proportionate share amount shall be credited towards the Developer for any outstanding proportionate share amounts/transportation improvements needed for Volusia County and then shall be repaid to the Developer. Should an interlocal agreement be determined to be necessary between FDOT and Flagler County to accomplish this arrangement, Flagler County agrees to pursue the completion of this interlocal agreement utilizing its staff as the primary lead in the development of such agreement.

- 3) Developer shall receive impact fee credits for payments made directly to FDOT for FDOT Proportionate Share Payments in the amount of \$4,609,805.00 when paid. Developer shall also receive impact fee credits for any payments made to Volusia County for Volusia Proportionate Share Payments of approximately \$3,131,983.00 or for such amounts as actually paid. Flagler County shall establish a traceable and assignable account for the impact fee credits for this Developer under the Hunter's Ridge DRI for all impact fees paid. Unless specifically assigned by the Developer, only the Developer and its successors and/or assigns are entitled to any and all impact fee credits for any project under the DRI which is of a kind or nature to be reimbursed by impact fees. These impact fee credits shall not be assignable to anyone other than an individual or entity designated in a writing signed by the Developer, US Capital Alliance, LLC. These impact fee credits may be assigned by the Developer for any other development within Flagler County, Florida, but shall be limited to any geographically-designated district within which the impact fee credits would coincide with their collection and expenditure provided that such districts are established by the County.

11. **Phase 1A Satisfaction of Concurrency Obligations.** Specific to development of Phase 1A within the Hunter's Ridge DRI Property, satisfaction by the Developer of the concurrency obligations included above under Section III. at subsections 1.b. Education Transportation (initial \$140,000 payment), 2.d. Ambulance (\$200,000), 3.a. Law Enforcement (initial \$30,000 payment), and 6. Golf Course (initial \$800,000 payment) shall render Phase 1A in its entirety as vested with no further DRI-related obligations required of the Developer, its successor, or assigns, provided, however, that all other land development regulations apply including, but not limited to, permitting and impact fee requirements. The failure of the Developer to comply with any other DRI-related obligations as contained herein or as modified in the future, shall not be a basis or justification for the refusal to issuance a building permit,

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certificate of occupancy or any other necessary permit for the construction and occupancy of any dwelling or structure allowed in Phase 1A as long as the above identified payments are made to Flagler County. The obligations herein have been satisfied by the Developer.

12. Status of Plum Creek Timberlands, L.P., Parcel. At the election of Plum Creek Timberlands, L.P. ("Plum Creek"), the Developer's original Application for Development Approval submitted on August 31, 2009 was amended by letter dated June 11, 2010 to remove the Plum Creek parcel containing approximately 20.27 acres from consideration under the terms and conditions of this Development Order. Accordingly, the Plum Creek parcel may be developed in accordance with the original Development Order as amended prior hereto, with the existing designation of "Park of Commerce" and subject to the phasing schedule set forth in Exhibit "F" of Flagler County Resolution 2003-208. Under the Park of Commerce designation, the Plum Creek parcel may be developed with up to 179,162 square feet of commercial/industrial park development which may include industrial, office, commercial or related uses in accordance with Section 3.03.18.B of the Flagler County Land Development Code. Development of the Plum Creek parcel shall be subject to all requirements of the Flagler County Land Development Code and Comprehensive Plan, including submittal and approval of a Planned Unit Development ("PUD") development agreement and site plan to fully implement the PUD zoning as originally established within the DRI. Land development and building permits may be issued only after the PUD process has been concluded, subdivision platting is complete, and any applicable PUD and DRI-related requirements have been satisfied. Demonstration of satisfaction of concurrency is required prior to final platting or permit issuance, including the payment of permit and impact fees, as applicable.

Section IV. Special Conditions

- 1. Historical and Archaeological Resources.** Should any regionally significant historical and archaeological resources be discovered in the course of development, the Developer shall immediately notify the State of Florida Division of Historic Resources ("DHR") and Flagler County Growth Management, to be immediately followed up by a certified letter to both agencies as official notification of the discovery. No further disruption of the site shall be permitted until the investigation is complete,

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the Division has rendered a recommendation, and a mitigation plan has been agreed upon by the Developer, the County, and the DHR.

- 2. Floodplains.** In the event that revised Federal Emergency Management Agency ("FEMA") Flood Insurance Rate Maps ("FIRM") show that portions of the project that are proposed for development are within a floodplain, then all construction within the 100-Year Floodplain shall comply with applicable Federal, State, and local laws and regulations. No permits for residential, commercial, or public buildings will be issued for construction within any portion of the 100-Year Floodplain where the base flood elevation has not been established until the Developer has provided to Flagler County data on the site-specific base flood elevation ("BFE"). All road centerline elevations and finished floor elevations ("FFE") of buildings within the 100-Year Floodplain shall comply with the Flagler County Land Development Code.
- 3. Water Quality Monitoring.** By January 1, 2012, the Developer shall develop and secure Florida Department of Environmental Protection ("FDEP") approval of a Surface Water Quality Monitoring Plan to include water quality monitoring stations. This plan will include water quality monitoring stations also approved by the FDEP.

 - a. If the Surface Water Quality Monitoring Program identifies variations in water quality of receiving waters from established background water quality attributable to discharges from the DRI, the Developer shall cooperate with FDEP 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 the FDEP, Flagler County, and the Developer. Failure to implement the agreed upon plan of action within the established timeframe will be a violation of this Special Condition.
 - b. Further development within Hunter's Ridge may proceed only after the Developer secures approval of an Environmental Resource Permit ("ERP") that demonstrates no adverse impact to adjacent properties and floodplains.
 - c. A summary of the water quality monitoring results shall be included in the biennial report.
- 4. Native Vegetation and Wildlife.** The Applicant shall develop the project and conduct such construction activities as approved by the County's Growth Management

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Department in a manner to maximize protection of natural vegetation, wetland areas, and wildlife on the project site.

- a. To minimize dependence on ground irrigation and to promote retention of wildlife habitat, native vegetation shall be utilized in landscaping to the maximum extent practicable. Ecologically viable portions of natural upland plant communities should be preserved and maintained in their original state to the greatest extent practicable.
- b. Wildlife crossings will be incorporated within the Hunter's Ridge DRI to provide for wildlife travel from and to offsite natural areas. During project permitting, consultation with the St. Johns River Water Management District ("District") and the Florida Fish and Wildlife Conservation Commission ("FFWCC") will refine the type of crossings (i.e., at-grade, underpass, etc.) that will be used. Crossings will be strategically located to minimize impacts to wildlife resources. No perimeter fencing may be erected within conservation areas that would hinder the ability of wildlife to traverse the wildlife corridor. When the location, number, and type of crossings have been finalized, the Developer will provide a location map of wildlife corridors and crossings to Flagler County and the NEFRC.
- c. For the Developed Area on Revised Map H, the Developer shall follow the published Guidelines adopted by the FFWCC for any species located or observed in the Developed Area of the DRI Property through buildout and shall consult with the FFWCC and the County as to implementation of a habitat management plan for any species located or observed on the Developed Area Property, if warranted. Any habitat management plan shall be approved by the FFWCC and Flagler County prior to implementation and shall be consistent with the Flagler County Comprehensive Plan and LDC. Flagler County, the City of Ormond Beach, and the District shall be responsible for protection of said species as owners of the respective portion of the Conservation/Regional Park Area in each entity's ownership.
- d. Site development related activities shall not result in the harming, pursuit, or harassment of wildlife species classified as endangered, threatened, or a species of special concern by either the State or Federal governments in contravention of applicable State or Federal laws. Should such endangered, threatened, or species of special concern be determined to be residing on, or be otherwise significantly dependent upon, the project site, the Developer shall cease all development

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activities and immediately notify both the FFWCC and the United States Fish and Wildlife Service ("FWS"). Proper protection and habitat management, to the satisfaction of both agencies, shall be provided by the Developer. "Harming" and "harassment" as used in this Special Condition shall be defined in the same manner as "harm" and "harass" respectively are defined in 50 CFR Section 17.3.

- e. Prior to the development of any cluster or portion thereof or roadway outside of a cluster within the Hunter's Ridge DRI Property, the Developer shall obtain any applicable approvals from the FFWCC and Flagler County for any impacts to Gopher Tortoise Habitat. Any required mitigation shall be provided prior to any project impacts, recognizing that Flagler County does not permit the issuance of gopher tortoise "take" permits.

5. Air Quality. The following dust control measures shall be required during all construction within the Hunter's Ridge DRI Property:

- 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;
- d. Contractors will use 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 Division of Forestry or Flagler County Fire Department; and
- e. All other construction best management activities as required by Flagler County.

6. Landscaping and Irrigation. All landscaping and irrigation in Flagler County shall be designed, permitted, installed, and maintained in accordance with the following conditions:

- a. A distribution system for non-potable water (i.e., stormwater, surface water, and reclaimed water) shall be installed throughout the entire project area concurrent with development of the project for all land uses within the project (i.e., residential

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and non-residential). The non-potable distribution system shall be developed in parallel to the potable water system and maintained for utilization when sufficient quantities of stormwater, surface water, or reclaimed water are available for irrigation. Irrigation systems installed in the Development Area shall be designed to accept non-potable water.

- b. All available lower-quality sources of water, including stormwater, surface water, and reclaimed water, must be distributed for use or used throughout the project in place of higher-quality water sources, when deemed feasible, and pursuant to District rules and applicable State law. Stormwater, surface water, and reclaimed water shall be maximized as non-potable water sources for irrigation.
- c. A water-wise approach shall be used throughout the landscaped areas of the Development Area. Irrigated turf grass shall not exceed 60% of the landscaped area (except for active play areas and parks) and site-appropriate plant species shall be used in landscaped areas. Landscaped area is defined as any pervious area within the proposed Development Area that will be altered due to the development, exclusive of pervious areas within wetlands, wetland buffers, and vegetative buffers between land uses, stormwater systems, and required preservation areas. The Developer shall refer to the District's *Waterwise Florida Landscapes* or other comparable guides.
- d. Best management practices cited by the University of Florida in the Institute of Food and Agricultural Sciences' *A Guide to Florida-Friendly Landscaping* shall be followed for landscape installation, irrigation, and fertilizer and pesticide applications. These best management practices include:
 - 1) Landscape design that minimizes the impacts of fertilizer applications
 - 2) Preferred plant materials
 - 3) Selection of the appropriate type of fertilizer to avoid the release of excess nutrients
 - 4) Rate and frequency of fertilizer and pesticide applications
 - 5) Watering schedules consistent with the District's landscape irrigation rule

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6) Design and maintenance of drainage control systems

- e. 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 beds when irrigating the turf zone(s). Landscaped beds shall not be irrigated using high-volume irrigation systems. All irrigation systems shall use a rain shutoff device, such as a rain sensor or soil moisture sensor, in accordance with Florida Statutes to override unnecessary irrigation events.

7. Conservation/Regional Park Area. The previous Developer conveyed the lands enumerated (alternatively referenced as the "Conservation Lands") in the Joint Stipulation dated December 6, 1990 (which is attached and incorporated herein as Exhibit 6) and entered into by and among the Florida Audubon Society, the City of Ormond Beach, Flagler County, and the former Developer, the Florida-Georgia Venture Group, in a manner consistent with said Joint Stipulation. As shown on Revised Map H, this Area consists of approximately 1,976 acres. Developer has entered into a Conservation Park Agreement and Conservation Easement which establishes mitigation credits in favor of the Developer as well as duties and obligations of the Developer within the Conservation Park.

- a. The terms and conditions of the Joint Stipulation shall remain in effect unless otherwise agreed to be modified by the parties.
- b. The regionally significant passive park (also referenced as the "Government Use Area") will be on property conveyed to Flagler County. The passive uses proposed shall include, but not be limited to, pedestrian trails, bike paths, equestrian trails, educational platforms, observation towers, canoeing, fishing, and similar uses, and be subject to District and U.S. Army Corps of Engineers ("ACOE") approval. A portion of the payments provided to Flagler County as part of the Golf Course Settlement Agreement shall be used for the provision of these amenities. Management and maintenance of the passive park shall be by Flagler County. The Developer will continue to utilize the Conservation/Regional Park Area as its source for wetland mitigation credits required for any wetland impacts.
- c. Hunting rights, equestrian rights, and silviculture rights retained by the Developer under the Joint Settlement within the Conservation/Regional Park Area have been assigned to Flagler County in exchange for other County concessions as provided for herein. The Developer has executed an assignment of such rights to the

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County on its behalf, its assigns and its successors in interest. Such rights previously retained by the Developer, assigns, successors, and heirs, shall thereafter be considered terminated. It shall be the intent of the County as part of the passive regional park to have and allow equestrian activities. Hunting rights shall be used by the County and its assigns/designees only for nuisance species management and silviculture (timber rights) shall be utilized as necessary as part an overall land management plan to be developed together jointly with the Developer.

- d. To the extent allowable by the District and the County, and as permitted by applicable environmental agencies having jurisdiction over the project, the Developer shall at its own expense be permitted to undertake certain environmental restoration activities necessary to re-establish a more natural hydroperiod on the Conservation/Regional Park Area as provided for in the Joint Settlement. The objective of this restoration shall be the elimination of drainage provided by various ditches that have been constructed through the Conservation/Regional Park Area. This program may involve the installation of water control structures in existing ditches including, without limitation, the Hull Cypress Swamp Ditch, so that the current over-drainage of the area is reversed. At no time will restoration activities be undertaken that may cause the flooding of adjacent properties. This plan shall be subject to any final permitting by the agencies having jurisdiction over the project and generally may include:
- 1) The plugging or installation of water control structures in the Hull Cypress Swamp Ditch, to restore the hydroperiod of the Hull Cypress Swamp;
 - 2) Creation of openings in the fill berm along the Hull Cypress Swamp Ditch to reflood the wetland strand that exists parallel to the ditch, and divert the flow of the ditch through the wetland area in the strand adjacent to the ditch;
 - 3) Installation of water control structures in all other manmade canals or ditches on the property as may be necessary to restore the historical hydroperiod; and
 - 4) Backfilling the ditch in potential combination with other measures listed herein.
- e. The Developer shall continue to be entitled to claim "Wetland Mitigation Credits" within the Conservation/Regional Park Area in order to offset any mitigation

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requirements arising from the construction of the Hunter's Ridge DRI, as allowed and permitted through applicable State and Federal regulatory agencies. Any enhancement activities desired by the Developer to increase credit yield shall be the financial responsibility of the Developer and shall be approved by the applicable property owners provided for herein (i.e., Flagler County or the City of Ormond Beach, and the St. John's River Water Management District).

- f. No Environmental Resource Permit ("ERP"); deed restriction, conservation easement, or other property encumbrance shall be permitted to be approved or recorded over the Conservation/Regional Park Area property unless approved in writing by any future owner for the particular property affected (i.e., Flagler County or the City of Ormond Beach, and the St. John's River Water Management District, hereafter collectively referred to as the "Future Owners"). Any such recording shall be deemed invalid and a violation of the Joint Stipulation and this Development Order. A copy of this Development Order shall be provided by the Developer as part of any subsequent application to any permitting agency for the DRI Property, including pending applications at the time of adoption of this Development Order.
- 1) The Developer shall not be entitled to submit or record any restriction on the property that violates a Future Owners' right to utilize the Conservation/Regional Park Area for the uses provided for in the Joint Stipulation unless approved by the Future Owners of the portion of the Conservation/Regional Park Area affected.
 - 2) The Forty Grade and existing jeep trails connecting to the Forty Grade shall be required to remain open as an access road for emergency vehicles, as an emergency exit route, for land management, as potential equestrian trails, and other potential passive recreation uses as permitted, unless agreed to be closed by the Future Owners.
 - 3) A standard 60 ft. wide public access and utility easement over the Forty Grade from State Road 40 northward to its terminus at Strickland Road/Durrance Lane, shall be provided to Flagler County in a form acceptable to the County and shall be recorded prior to the transfer of any portion of the Conservation/Regional Park Area or no later than January 1, 2011, whichever shall occur first. This requirement has been satisfied.

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- 4) The Developer shall, prior to conveyance to the Future Owners, terminate all carbon credit agreements affecting or encumbering any portion of the Conservation/Regional Park Area. This requirement has been satisfied.
- g. Should the St. Johns River Water Management District decline the acceptance of joint ownership of the Conservation/Regional Park Area as provided for in the Joint Stipulation, the County will accept the entire ownership of the portion of the Conservation/Regional Park Area located within the DRI Property.
- h. Mineral Rights. Developer has acquired the mineral rights for the Conservation Park area on behalf of the County and shall be permitted to apply to enhance its mitigation credits under the Conservation Park Agreement with St. Johns River Water Management and/or ACOE or DEP, and the County will authorize such permit application and cooperate with Developer to obtain such enhanced mitigation credits. The County agrees to modify the Conservation Park Agreement to reflect the additional mitigation credits granted to Developer under such permit modifications.
- i. Mitigation Credits. Subject to the applicable permitting requirements, the Developer shall be able to sell mitigation credits under the Conservation Park Agreement outside of the development – with preference given to developments within Flagler County – to third party developers. The Conservation Park Agreement shall be modified to allow such assignments of the mitigation credits.
- 8. Emergency Management Preparedness.** Due to the isolated nature of the DRI Property from Flagler County emergency responders and in order to minimize emergency situations in general, the Developer shall be required to comply with the following conditions to minimize exposure to larger catastrophes such as hurricanes and wildfires as follows:
- a. If a school is constructed within the Development Area by either the School Board or the Developer, it should be designed as a public shelter and be sufficient to accommodate "shadow evacuation." If the School Board ultimately elects not to develop a public school facility, the Developer shall obligate that any other future school facility provide a public shelter as a deed restriction, in a form acceptable to the County. The County in its sole discretion may waive this condition without a formal amendment of this D.O. through an NOPC.

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- b. Prior to the issuance of the 1,800th residential dwelling permit, at least one community center shall be constructed to act as a community shelter capable of accommodating a minimum of 100 people in the event of a storm. The Developer shall obligate a Master Property Owners Association or CDD if approved to fund and operate the storm shelter. The Developer may, at its sole option and discretion, elect to provide alternative measures to meet this community shelter requirement, including the retrofitting of an existing community center elsewhere within the Hunter's Ridge DRI to accommodate this shelter requirement. Additionally, the Developer may accommodate in whole or in part the minimum shelter space in multiple facilities throughout Hunter's Ridge provided, however, that each shelter meets the minimum requirements of Red Cross for use as an emergency shelter.
 - c. All the property within the Development Area shall be required to meet Fire Wise standards or any successor program. The Developer shall list this as an obligation and responsibility of the Master Property Owners Association or CDD and for any individual homeowner associations.
 - d. The Developer shall list as an obligation and responsibility of the Master Property Owners Association or CDD to form a "CERT" team for the DRI. CERT shall mean a volunteer "Certified Emergency Response Team" or a successor program that plans and prepares for emergency events within the DRI Property.
- 9. Affordable Housing.** Five percent (5%) of the total residential dwelling units shall be classified as "workforce housing" units (as hereinafter defined) within the DRI Property. "Workforce housing" is defined as housing that is "affordable" to a household earning up to 140% of the area median income as defined by the Department of Housing and Urban Development ("HUD"), as updated and published annually in the Federal Register for Flagler County. "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. Workforce housing shall be subject to a deed restriction for a period of not less than fifteen (15) years, with Flagler County named as a third party beneficiary. This deed restriction language shall be approved by Flagler County.
- 10. Wetland Conservation and Wetland Impacts within the Development Area.** Jurisdictional wetlands within areas depicted on Revised Map H within the

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Development Area (non-cross hatched) as Preservation shall be preserved except as permitted by the District. Logging and other similar silvicultural operations within wetland areas located within the Development Area shall terminate upon the execution of the Development Order, except for activities associated with permitted borrow pits, permitted wetland creation, restoration or enhancement projects, and/or public safety/fire prevention measures.

- a. The wetlands to be conserved within the Development Area shall be protected by recordation of conservation easements prior to or at the time of final platting of adjacent upland areas in accordance with the terms of the applicable Environmental Resource Permit ("ERP") issued by the District. No logging or other similar silvicultural operations shall be conducted within the wetland areas to be conserved or within the required upland buffers areas adjacent to the wetlands to be conserved except for environmental enhancement activities approved by the District for mitigation purposes. Mitigation for proposed wetland impacts shall be subject to approval by the District and the United States Army Corps of Engineers ("ACOE").
- b. Wetland mitigation within the Development Area will include wetland and upland preservation and may include wetland restoration, enhancement, and creation and upland buffer enhancement as part of the mitigation plan under the District and ACOE permits. The exact boundaries of wetland areas to be conserved shall be determined in connection with wetland permitting by the District and ACOE. The limits of conserved wetlands shall be delineated on engineering plans submitted for approval by Flagler County. All engineering plans submitted to Flagler County for approval shall be consistent with the requirements of applicable permits issued by the District and other applicable State and Federal agencies, if any.
- c. The Developer shall record the required conservation easements within the Development Area meeting the requirements of Section 704.06, Florida Statutes, to protect the conserved wetlands and upland buffers on site. The conservation easements shall be dedicated to the District or the Florida Department of Environmental Protection ("FDEP"), subject to acceptance by the District or FDEP. Within the Development Area, the majority of the contiguous forested and higher-quality isolated wetland systems of regional ecological value will be preserved and protected by a perpetual conservation easement.

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- d. Conservation easements and the portions of the recorded covenants and restrictions that relate to preservation of wetlands and upland buffers shall be enforceable by the Developer, the Master Property Owners Association, the District, FDEP, and Flagler County. The covenants and restrictions or conservation easements shall not permit variances from the minimum standards set forth in this Development Order. Such conservation easements shall be recorded upon through final platting containing the wetlands or undisturbed upland buffer areas as adjoining clusters are developed.
 - e. The Developer shall comply with the St. Johns River Water Management District's minimum buffer standards or the County's Flagler County Comprehensive Plan and Land Development Code, whichever is more restrictive.
- 11. Energy.** As part of every deed, the deed restrictions and covenants shall require that only U.S. Department of Energy and U.S. Environmental Protection Agency ENERGY STAR-labeled appliances or equivalent performing appliances shall be installed in all residential structures and, as appropriate, in non-residential buildings and structures.
- 12. Other Former Obligations.** The Developer, as part of the original Development Order, was required to perform certain commitments/obligations related to land, monetary contributions, and construction of amenities, the majority of which are local in nature specifically affecting Flagler County. Throughout this Development Order these commitments/obligations have been retained, eliminated, modified, increased, and decreased, as necessary, through mutual agreement between the Developer and the County, due to changing needs and circumstances and partially based on the requested increases. Below are the former obligations/commitments that are not modified elsewhere within this Development Order so that they may be brought to resolution below:
- a. The dedicated library property deed previously issued to the County and held by the County shall be returned by the County to the Developer within sixty (60) days.
 - b. In lieu of the recreation improvements as proposed herein, the payment formerly required at a maximum cost to the Applicant of \$50,000: \$16,667 due when initial 100 dwelling units are completed in Flagler County; \$16,667 when the next 100 dwelling units are completed in Flagler County; and balance due when the next 100 dwelling units (300 total) are completed in Flagler County, is hereby waived.

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c. In lieu of the public safety improvements proposed herein, the communication center and payment formerly required at a cost to the Applicant of \$50,000 required prior to issuance of any building certificates of occupancy in Flagler County is hereby waived.

d. The requirement to provide a book mobile is hereby waived.

13. Public Roads and Maintenance. In the original Development Order, all roads were proposed to be public roads under Flagler County maintenance and funded through an MSTU. The Developer has previously issued a deed to Flagler County for an approximately 22.5 acre site for use as a County maintenance and utility site: this deed was not recorded and the parcel has been replanned for development as a residential cluster. In lieu of the original Development Order's requirement that the Developer dedicate a site and erect a County maintenance building, the Developer, its successor, or assigns, through adoption of this Development Order shall maintain all roads as private roads, but with perpetual, non-exclusive public access, within the Development Area in Flagler County as shown on Revised Map H.

14. Transit. In the event that public transit service is provided to the Hunter's Ridge DRI, transit passenger shelters and transit bays shall be constructed by the Developer where necessary to facilitate transit services. These facilities shall be constructed within the right-of-way of the applicable roadways and may be eligible for transportation impact fee credit as part of any transportation mitigation plan.

Section V. General Conditions

1. Reliance Upon Application for Development Approval. The Application was approved in accordance with the information, plans and commitments contained in the Hunter's Ridge DRI NOPC Application for Development Approval dated July 12, 2022 to include any amendments and sufficiency reviews thereto, together with the Hunter's Ridge DRI Master Plan (Revised Map H, attached as Exhibit 1), all of which are incorporated by reference.

2. Conflict with Application Submittal. To the extent of any conflict with the Application for Development Approval submittal and the express terms and conditions of this Development Order, the terms and conditions of this Development Order shall govern.

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3. **Conflict with Existing Agreements.** To the extent of any conflict with existing recorded agreements and the express terms and conditions of this Development Order, the terms and conditions of this Development Order shall govern.
4. **Effective Date.** This Resolution and Development Order shall take effect upon adoption.
5. **Monitoring Official.** The County Administrator shall be the monitoring official, through the Director of Planning of the Flagler County Planning and Zoning Department, or other Administrator designee so designated in the future, as the local official responsible for monitoring the development for compliance by the Developer with this Development Order.
6. **Downzoning Protection.** In accordance with Section 380.06, Florida Statutes, the Hunter's Ridge DRI, as approved in this Development Order, shall not be subject to downzoning, unit density reduction, or intensity reduction before November 30, 2037, unless the Developer consents to such change or unless Flagler County demonstrates that the Development Order was based on substantially inaccurate information provided by the Applicant or unless the change is clearly established by Flagler County to be essential to the public health, safety, or welfare. This section shall not preclude the County from setting density/intensity limits and height limits as part of any final platting or site plan approval for each cluster or portion thereof. This action shall be based on the specific development proposal presented by the Developer showing under-utilization of the density/intensity and/or height for the proposed cluster buildout, consistent with Tables 1 and 2 herein. The County's intent is to protect future property owners from the greater intensity/density and/or height as the clusters or portions thereof are sold off for development.
7. **Financial Obligation Decelerator/Accelerator Clause.** All financial obligations listed within the Development Order as a fixed dollar amount (e.g., provision of fire apparatus) to be provided by the Developer, its successor, or assigns, shall be subject to adjustment for deflation/inflation at the time of payment or provision of the surety acceptable to the County, utilizing 2021 as the base year of any deflation/inflation calculation. In instances within the D.O. where the Developer is to complete a specific project for a fixed amount, as is the instance with traffic mitigation, such payment or surety shall be based on the change in the Producer Price Index ("PPI") for the

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HUNTER'S RIDGE DRI DEVELOPMENT ORDER

respective project (as published by the U.S. Department of Labor) for and subsequent to 2021; for reference, a base index of 100.0 was established in 1980.

8. **Notice of Adoption.** Notice of adoption of this Development Order or any subsequent amendment to it shall be recorded by the Developer in accordance with Section 380.06, Florida Statutes, with the Clerk of the Circuit Court of Flagler County. Any successor or assignee of US Capital Alliance, LLC., as successors in interest to Hunter's Ridge Residential Golf Properties, Inc. Hunter's Ridge Timber Company, Inc., and Hunter's Ridge Golf Company, Inc., shall be subject to the provisions contained in this Development Order issued by Flagler County and as subsequently modified. Any contract or agreement for sale of those interests by US Capital Alliance, LLC, for all or any part of the property subject to this Development Order shall contain a legend substantially in the following form clearly printed or stamped thereon:

THE PROPERTY DESCRIBED IN THIS AGREEMENT IS PART OF THE HUNTER'S RIDGE 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 US CAPITAL ALLIANCE, LLC, AS SUCCESSORS IN TITLE AND INTEREST OF HUNTER'S RIDGE RESIDENTIAL GOLF PROPERTIES, INC., HUNTER'S RIDGE TIMBER COMPANY, INC., AND HUNTER'S RIDGE GOLF COMPANY, INC., 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 OFFICE OF THE PLANNING AND ZONING DEPARTMENT, FLAGLER COUNTY, FLORIDA, OR AT THE OFFICE OF THE DEPARTMENT OF COMMUNITY AFFAIRS, TALLAHASSEE, FLORIDA.

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HUNTER'S RIDGE DRI DEVELOPMENT ORDER

- 9. Proposed DRI Changes.** The Developer shall comply with provisions of the Florida Statutes in effect at the time of proposed changes to the DRI with regard to the process of making such changes. The Developer acknowledges that any change in the DRI, whether or not such change is considered to be a substantial or non-substantial deviation, may be required to comply with the State and County Comprehensive Plans in effect at the time of the requested change depending upon the nature of the requested change. The County acknowledges that the use conversions provided for in this Development Order shall not be deemed a change in the Development Order. The County acknowledges that a change that affects only one portion of the DRI shall not trigger a review of the entire DRI for consistency with changes in the State or County Comprehensive Plans since the date of the original enactment of the DRI. Only the portion or the specific provisions of the DRI or Development Order specifically affected by the change may be required to meet consistency with changes in the State and County Comprehensive Plans since the date of the original enactment of the DRI. In reference to this Section, the County and the Developer intend to comply with the requirements of law with regard to changes in the DRI and Development Order and no party waives its right to contest the applicability of any purported requirement of law to any particular proposed change in the future.
- 10. Status of Development Rights.** The County acknowledges that the Developer has, by virtue of this Development Order, made substantial commitments to mitigate for impacts of proposed development pursuant to this Development Order. The Developer will also make substantial investments in construction and development of the infrastructure required under this Development Order, all in reliance upon realization of all development rights granted pursuant to this Development Order. Accordingly, the rights of the Owner and Developer to construct the development as set forth herein are intended to be vested rights and shall not be subject to downzoning or unit density reduction or intensity reduction, except as provided in General Condition 6 of this Development Order. Future modifications to the Flagler Land Development Code and other laws or regulations of the County affecting development shall apply to the development approved pursuant to this Development Order except to the extent that: (a) such application would be inconsistent with Section 163.3167(8), Florida Statutes; (b) such future modifications, laws, or regulations conflict with specific provisions, conditions, or commitments set forth in this Development Order and substantially diminish the development rights granted in this Development Order; or (c) such modifications require mitigation for development impacts which have been reviewed under Section 380.06, Florida Statutes, and addressed in this Development

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Order. The Developer does not waive any statutory or common law vested right or equitable estoppel right it now has or may acquire in the future to complete any portion of the DRI in accordance with the applicable State and local laws and ordinances in effect at the time this Development Order becomes effective.

11. Additional Requests for Development Approval. Additional development approval requests for the density, intensity, height, location, and general use shall not require further review pursuant to Section 380.06, Florida Statutes, unless it is found by the Flagler County Board of County Commissioners, after due notice and hearing, that one or more of the following is present:

- a. Substantial deviation from the terms or conditions of this Development Order, or other changes to the approved development, which create a reasonable likelihood of adverse regional impacts which were not evaluated in the review by the Northeast Florida Regional Council; or
- b. Termination of this Development Order.

Upon a finding that (a) is present, the Flagler County Board of County Commissioners shall order compliance with Section 380.06, Florida Statutes, and development within the DRI may continue, as approved, during the DRI review in those portions of the development which are not affected by the proposed change. Upon a finding that (b) is present, the Flagler Board of County Commissioners shall order a termination of all development activity (except development activity authorized under Section 380.06, Florida Statutes) until such time as a new DRI application for development approval has been submitted, reviewed, and approved in accordance with Section 380.06, Florida Statutes. However, this shall not relieve the Developer from subsequent Development Orders and specific use approvals related to the physical development proposed as provided for herein in Section I.

12. Limitation of DRI Development Order Approval. The approval granted by this Development Order is limited. Such approval shall not be construed to obviate the duty of the Developer to comply with all other applicable local or State permitting procedures and secure additional Development Orders that may include, but shall not be limited to: Preliminary and Final platting, planned unit development approval, special exception approval for some uses, building permits, signage permits, land clearing permits, stormwater permits, and similar types of land development regulations.

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HUNTER'S RIDGE DRI DEVELOPMENT ORDER

13. Community Development District. The Developer has indicated that it may form a Community Development District ("CDD") within the DRI pursuant to Chapter 190, Florida Statutes, as it may be amended from time to time. The County expressly maintains all rights available to it pursuant to Chapter 190, Florida Statutes, related to the proposed establishment of a CDD by the Developer. Any CDD for Hunter's Ridge approved pursuant to Chapter 190, Florida Statutes may finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate and maintain projects, systems and facilities for the purposes described in Section 190.012, Florida Statutes, including, but not limited to, any of the indicated transportation improvements, school and park improvements set forth in this Development Order, and any other projects required or authorized by this Development Order. It is understood that the CDD may seek to construct or fund any such projects within or outside the boundaries of the Community Development District as required by this Development Order or necessary to serve the development approved by this Development Order if approved by the entity requiring the improvement. 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 Sections 190.012(1) and (2), Florida Statutes, then the Community Development District independently may satisfy such obligations, if approved by the entity requiring the improvement. To the extent any such obligation under this Development Order is met or performed by the Community Development District, then the Developer shall no longer be subject to the obligation.

14. Severability. If any stipulation or any portion or section of any stipulation contained in this Development Order is declared, determined to be, or adjudged invalid, illegal, or unconstitutional by a court of competent jurisdiction, such adjudication shall not affect the approval granted in this Development Order, the other stipulations, or the other portions or sections of the affected stipulations, which shall remain in full force and effect as if the stipulation or portion or section of a stipulation so declared, determined to be, or adjudged invalid, illegal, or unconstitutional were not originally a part of this Development Order.

15. Successor Agencies. Whenever, within the terms of the stipulations, reference is made to any department, agency, board, commission, or other instruments of the Federal or State governments, it is understood that such reference shall be construed to mean any future instrumentality which, by operation of law, may be created and

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designated as successor in interest or which may be possessed of any of the powers and duties of any referenced instrumentality in existence on the effective date of these stipulations. This shall not apply to local governments unless such delegation is specifically provided for herein.

16. Development Order Status. This Development Order is intended to supplant terms, conditions, and approval of the original Development Order and amendments thereto with the exception of specific references herein that must be maintained.

17. Developer Responsible for Costs of Implementation. The Developer will be responsible for the costs of implementing this Development Order, including reimbursement of County expenses on an at cost basis. Payment by the Developer for the County's expenses, including reimbursement of staff time, up to the adoption of this D.O. shall be due within 60 days, with the County to render the invoice to the Developer within 30 days of the time that the Board of County Commissioners approves the D.O.

18. Election Regarding Environmental Rules. Pursuant to Section 380.06, Florida Statutes, the Developer will be bound by the Rules adopted pursuant to Chapters 373 and 403, Florida Statutes, in effect when the Development Order is issued and the Developer's rights shall be vested as to the Rules adopted pursuant to Chapters 373 and 403, Florida Statutes, in effect at the time the Development Order is issued.

Section VI. Reporting Requirements

A biennial monitoring report for the Hunter's Ridge DRI shall be prepared by the Developer and shall be submitted to the Northeast Florida Regional Council ("NEFRC"), the East Central Florida Regional Planning Council ("ECFRPC"), Department of Economic Opportunity ("DEO"), Volusia County, the City of Ormond Beach and Flagler County, no later than January 1 of every other year until buildout, commencing January 1, 2022 (the "Monitoring Report"). The monitoring reports shall be submitted consistent with the reporting requirements adopted in Section 380.06(18), Florida Statutes, or as amended. The Monitoring Report shall include:

1. A description of any changes made in the plan of development, phasing, or in representations contained in the Application for Development Approval ("ADA") since the date of adoption of this Development Order, and any actions taken by the local

Exhibit A
HUNTER'S RIDGE DRI DEVELOPMENT ORDER

government to address these changes. Copies of any approvals taken to address changes including copies of any revised master plans not previously submitted will be attached to the Monitoring Report.

2. A summary comparison of development activity proposed or conducted since the previous monitoring report and activity projected for that period until submittal of the next regular monitoring report. The summary will include: a description of site improvements, number of residential lots platted, gross floor area of non-residential uses 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 ("F.A.C.").
3. An identification of the name of the purchaser of any undeveloped tracts of land in the Hunter's Ridge DRI, including the location and size of the tracts purchased, and the amount of development rights allocated to the purchaser, with map(s) which show the parcel(s) or sub-parcel(s) acquired.
4. A cumulative summary of all development that has taken place within the Hunter's Ridge DRI by the land use categories listed in Chapter 28-24, F.A.C., including residential lots platted, gross floor area of non-residential uses 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), and the name of the purchaser of all parcels purchased within the Hunter's Ridge DRI.
5. To the extent known to the Developer, a description of any lands purchased or optioned within one mile of the boundaries of the Hunter's Ridge DRI by a person who has acquired a fee simple or lesser interest in Hunter's Ridge subsequent to issuance of the Development Order (but excluding persons who have only acquired a leasehold interest in lands or improvements within the Hunter's Ridge DRI); identifying such land, its size, and its intended use on a site plan and map.
6. 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, parcel, location(s), and activity for each permit.

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HUNTER'S RIDGE DRI DEVELOPMENT ORDER

7. A description of any moratorium imposed by a regulatory agency on development within the Hunter's Ridge DRI, specifying the type of moratorium, duration, cause, and remedy.
8. Provide an analysis demonstrating there will be sufficient capacity of potable water, wastewater, and solid waste facilities serving the Hunter's Ridge DRI for the anticipated development for the ensuing report period.
9. Provide an assessment of Applicant's, Applicant's successor, if any, and local government's compliance with conditions and commitments contained in the Development Order.
10. A description of any change to the previously reported stormwater plans, design criteria, or planting and maintenance programs.
11. A description of any known incremental DRI applications for development approval or requests for a substantial deviation that were filed in the reporting period and to be filed during the next reporting period.
12. A description of any change in local government jurisdiction for any portion of the development since the Development Order was issued.
13. Traffic reports, which shall be submitted to the Florida Department of Transportation ("FDOT") District 5 Urban Office in Orlando, as well as to the City of Ormond Beach, Volusia County, Flagler County, NEFRC, ECFRPC, and DEO. The first traffic report shall be due concurrently with the first biennial Monitoring Report and then biennially thereafter until project buildout. The following information shall be included:
 - a. A description of current development by land use, type, location, number of residential units, and amount of square footage of non-residential, along with the proposed construction schedule for the ensuing 24-month period, and appropriate maps.
 - b. The status of the improvements to be pipelined by the Developer, 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

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HUNTER'S RIDGE DRI DEVELOPMENT ORDER

entity to accommodate the total existing and anticipated traffic demands, any and all developer's agreements entered into to effectuate the improvements, and any other Developer's obligations required in the Development Order to meet transportation conditions.

14. A statement certifying that the NEFRC, DEO, and Flagler County and all affected agencies have been sent copies of the Monitoring Report in conformance with Section 380.06, Florida Statutes, if required. The Developer shall ensure that all appropriate agencies receive a copy of the Biennial Monitoring Reports.
15. Commencing on March 1, 2023 and each year thereafter on March 1, the Developer shall deliver to the Planning Director for Flagler County a detailed spreadsheet identifying the subdivision name/s and number of approved platted lots within the Flagler County DRI as of January 1 of that year, the number of building permits issued for the prior year, and a description of the outstanding Developer obligations under the DRI and the status of said Developer obligations as of January 1 of that year. The spreadsheet of information shall be relied upon by the County to monitor the status of the satisfaction or completion of any Developer obligation, including but not limited to infrastructure requirements, donations, extractions or monetary payments imposed upon the Developer under this DRI. If it is determined that the Developer or its successors or assigns have not properly and timely satisfied any condition precedent to development hereunder, the County shall be entitled to deny any approvals of future development until such time as said obligation is satisfied or completed. Prior to enforcing the conditions herein against Developer, the County shall give Developer notice of the noncompliance, and Developer shall have a 30-day period to cure the noncompliance. The Developer acknowledges that its ongoing obligations under the DRI Development Order is a contract which the Developer executes upon its adoption and, unless the County agrees otherwise, the Developer is unable to terminate its DRI obligations without a release from the County. The Developer may assign obligations to sub developers or to successors such portions of the DRI obligations as it deems appropriate. Pursuant to the contractual nature of this Development Order, however, the Developer shall continue to be liable for any Developer obligations regardless of any such assignment to a sub developer or a successor in interest of any such part of the DRI obligations hereunder.

Hunter's Ridge Development Order

February 20, 2023

Exhibit A
HUNTER'S RIDGE DRI DEVELOPMENT ORDER

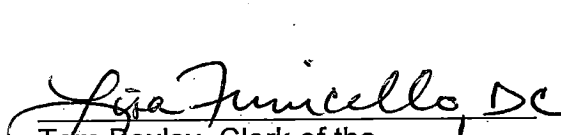
Section VII. Rendition

Within ten (10) days of the adoption of this Development Order, Flagler County shall render a copy of this Development Order with all attachments, certified as complete and accurate, by certified mail, return receipt requested, to: the Florida Department of Economic Opportunity; the East Central Florida Regional Planning Council; the Northeast Florida Regional Council; the City of Ormond Beach; Volusia County; and the Developer.

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

ATTEST:

**FLAGLER COUNTY BOARD
OF COUNTY COMMISSIONERS**


Tom Bexley, Clerk of the
Circuit Court and Comptroller


Gregory V. Hansen, Chair

APPROVED AS TO FORM:

Sean S. Moylan
Digitally signed by Sean S. Moylan
Date: 2023.02.10 09:56:15 -05'00'
Sean S. Moylan, Deputy County Attorney

Hunter's Ridge Development Order

February 20, 2023

Exhibit A
HUNTER'S RIDGE DRI DEVELOPMENT ORDER

DEVELOPER'S COVENANT AND AGREEMENT

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

WITNESS my hand and official seal this 22 day of February, 2023.

FOR US CAPITAL ALLIANCE, LLC.:

WITNESSES:

By: Hunter's Ridge Acquisition and
Development, LLC.,

Mary Helen R. Murphy
Signature

By: Hunter's Ridge Manager, LLC., its
Manager

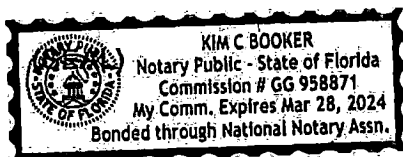
[Signature]
Signature

[Signature]
Glen Fishman, Manager

STATE OF Florida,
COUNTY OF Volusia,

The foregoing instrument was acknowledged before me, by online or ☒ physical presence this 22 day of February, 2023, by Glen Fishman, as Manager of Hunter's Ridge Acquisition and Development, LLC., as Manager, on behalf of US Capital Alliance, LLC., a Florida Limited Liability Company, who is personally known to me and who did not take an oath.

WITNESS my hand and official seal this 22 day of February, 2023.



[Signature]
Notary Signature
Kim C Booker
Printed Name

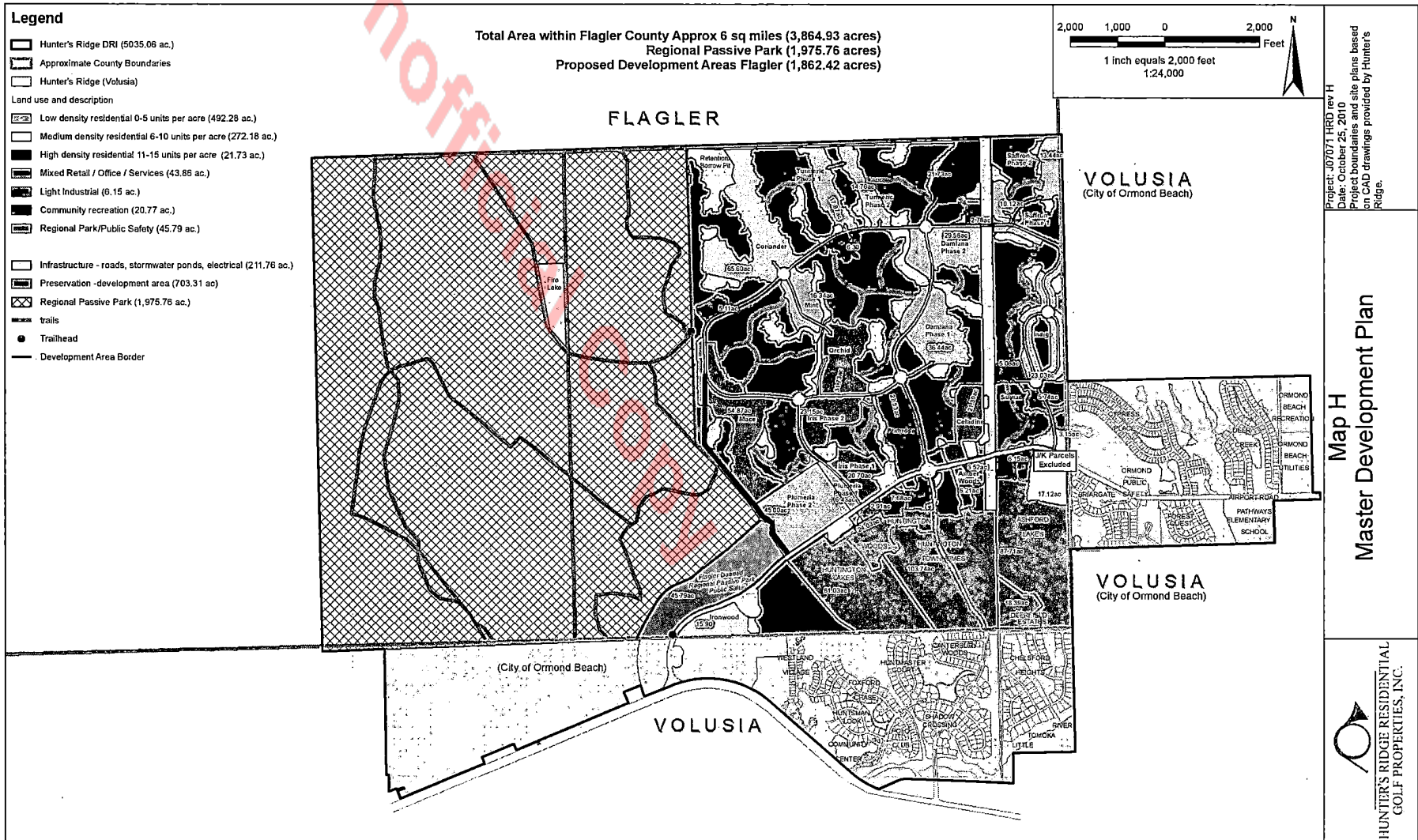


Exhibit 2

Inst No: 2009038950 12/10/2009
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GAIL WADSWORTH, FLAGLER Co.

**RETAIL WATER AND WASTEWATER SERVICE AGREEMENT FOR THE
HUNTER'S RIDGE DEVELOPMENT IN FLAGLER COUNTY**

THIS RETAIL WATER AND WASTEWATER SERVICE AGREEMENT FOR THE HUNTER'S RIDGE DEVELOPMENT IN FLAGLER COUNTY (hereinafter the "Retail Service Interlocal") is made and entered into on the date signed by the last signatory below by Flagler County, a political subdivision of the State of Florida (hereinafter the "County") and City of Ormond Beach, a municipal corporation created under the laws of the State of Florida (hereinafter the "City") (hereinafter the County and the City collectively shall be the "Parties").

WITNESSETH:

WHEREAS, the County and the City are authorized by Section 163.01, Florida Statutes, to enter into interlocal agreements to cooperatively and efficiently use their powers to provide public services that will advance the general health, safety and welfare of the citizens of the County; and

WHEREAS, Hunter's Ridge is a duly approved Development of Regional Impact (hereinafter the "DRI") partially located in Flagler County and partially located in the City of Ormond Beach in Volusia County; and

WHEREAS, there is a need for water and wastewater treatment services for the portion of the Hunter's Ridge DRI to be constructed in the southern portion of Flagler County (hereinafter the "Service Area"), and is more particularly depicted in attached Exhibit "A"; and

WHEREAS, on or about January 2006 the County and the City entered into a Temporary Interlocal Bulk Water and Wastewater Treatment Service Interim Agreement for the Hunter's Ridge Development in Flagler County, recorded at Official Records Book 1398, Page 70 of the Public Records of Flagler County on February 24, 2006, whereby the City agreed to provide bulk water and wastewater to the County to provide to the Service Area until the utility needs of the DRI could be better determined (hereinafter the "Temporary Bulk Service Interlocal"); and

WHEREAS, it has been subsequently determined that neither the County nor the DRI developer intend to construct water or wastewater treatment facilities in the Service Area; and

WHEREAS, the City currently owns and operates water and wastewater treatment facilities and has adequate capacity to meet the water and wastewater needs of the Service Area; and

WHEREAS, the County and the DRI developer now wish the City to provide retail water and wastewater service to the Service Area; and

WHEREAS, the DRI developer will be conveying new utility systems to the City that

will require no capital improvement compared to other portions of the City's service lying outside the City limits; and

WHEREAS, the customers located in the Service Area will pay the same utility impact fees as customers located within the City limits as opposed to other City utility customers located outside the City limits; and

WHEREAS, the Parties, for the reasons outlined above and pursuant to the terms and conditions of this Retail Service Interlocal, finds that it is in the best interest of the Parties for the City to provide retail water and wastewater services to the Service Area in the same manner and at a rate that shall not exceed 125 % of the rate that is charged to of the City's utility customers located within the City limits; and

WHEREAS, section 17 of the Temporary Bulk Service Interlocal allows such agreement to be replaced by this Retail Service Interlocal once it is approved by the City Commission and the Board of County Commissioners;

NOW THEREFORE, in consideration of the premises set forth above and the covenants, obligations, duties and benefits herein set forth, and other valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged, the Temporary Bulk Service Interlocal is replaced by this Retail Service Interlocal and provides as follows:

Section 1. Recitals. The recitals set forth above are true and accurate and are adopted and incorporated herein.

Section 2. Acknowledgements.

2.1 The Parties agree that the Temporary Bulk Service Interlocal is currently a valid contract.

2.2 The Parties agree that they now wish to replace the Temporary Bulk Service Interlocal with this Retail Service Interlocal.

2.3 The Parties intend that this Retail Service Interlocal act as a novation and extinguish the Temporary Bulk Service Interlocal and any other agreements between the Parties related to the provision or reservation of water or wastewater services or capacity by the Parties to the Service Area as of the Effective Date of this Retail Service Interlocal.

2.4 The Parties agree that upon execution of the obligations of the Parties hereto, this Retail Service Interlocal is valid and replaces the Temporary Bulk Service Interlocal.

2.5 The Parties agree that this Retail Service Interlocal meets the requirements of Sections 10, 13.1 and 17 of the Temporary Bulk Service Interlocal to alter and replace the Temporary Bulk Service Interlocal.

Section 3. Interconnection of DRI and City Utility Systems.

3.1 Service Agreement Requirement. The developer of the DRI and the City shall enter into a utility service agreement in the same manner as the City requires of all other utility customers such as the DRI developer.

3.2 Interconnecting Pipelines. All existing or required interconnecting pipelines and associated infrastructure shall be constructed by the DRI developer and conveyed to the City as required by the City. All easements deemed necessary by the City shall be granted by the DRI developer to contain all infrastructure conveyed.

3.3 No Wastewater Treatment Plants to be Constructed by the Developer. The City agrees that the DRI developer need not construct a wastewater treatment plant in order for the City to provide wastewater collection service to the Service Area and the City shall not require such treatment plant construction condition in any agreement for provision of utility service to the Service Area. This limitation shall not apply to lift stations which the City is free to require of the developer as the City deems necessary.

3.4 Water Treatment Facilities to be Constructed by the Developer. The Parties are free to enter into subsequent agreement by amendment of this Retail Service Interlocal as to a process to approve any water treatment facilities that the City determines may be required to allow use of the water production wells located in the Service Area for potable water production purposes. Such agreement will allow the County to assure that such treatment facilities meet the County's requirements for such facilities located within the County.

3.5 County Permission Granted. To the extent such permission may be required by law and pursuant to the terms of this Retail Service Interlocal, the County hereby specifically agrees to permit the City to provide retail water and wastewater service to customers located within Flagler County identified in this Retail Service Interlocal as the Service Area. Notwithstanding the foregoing, nothing herein shall be construed as acquiescence or permission by the County for the City to annex any portion of the Flagler Service Area or any other portion of Flagler County.

Section 4. Provision of Retail Utility Services.

4.1 Payment of Utility Charges. The City shall bill the DRI developer or individual property owners within the Service Area in the same manner and at a rate that shall not to exceed 125 % of the rate that is charged to of the City's utility customers located within the City limits. The City reserves the right to discontinue service for nonpayment of bills in the same manner as all other City utility customers and in conjunction with the terms and conditions of the service agreement between the City and the utility customer. Notwithstanding the foregoing, the City retains the right to adjust utility rates within the Service Area so long as such rates do not exceed the rate percentage limitations outlined herein. The Volusia County Court system shall be the venue for any legal action required to compel payment for such services.

4.2 Outstanding Balances under the Temporary Bulk Service Interlocal. The County shall remain liable for any unpaid balances under the Temporary Bulk Service Interlocal up to the Effective Date of this Retail Service Interlocal. All terms and conditions of the Temporary Bulk Service Interlocal related to such payment shall remain in force until payment is made, at which time said terms and conditions shall terminate.

Section 5. Flagler County Facilities.

5.1 New Well Sites. The City agrees to obtain the permission of the County prior to seeking any change to a consumptive use permit regarding any new well sites located in Flagler County.

5.2 County Facilities. The City agrees that any County facility, including but not limited to community parks, that exists or is constructed within the Service Area shall not be required to pay utility impact fees of any kind as the Parties agree that such facilities will not require additional capital improvements to the City's utility system since such facilities exist, or will exist, to serve the residents of the Service Area and the residents of the Service Area will be required to pay utility impact fees in the same manner as the utility customers located within the City limits.

Section 6. Service Standards. The City shall at all times endeavour to provide its best efforts to comply with all local, state and federal regulations regarding public water production and distribution and wastewater treatment service and collection for utility service provided in the Service Area. Notwithstanding the foregoing, the City does not guarantee or warrant any special service, pressure, quality, capacity, availability, or other facility to the customers in the Service Area other than what is required to fulfill a duty of reasonable care equivalent to all other customers of the City's utility.

Section 7. Restrictions. Nothing herein shall be construed in any manner to limit or restrict the County from owning and/or operating its own water and wastewater system outside the Service Area. However, the City and/or its assignees shall be the sole owners and operators of water and wastewater utilities within the Service Area.

Section 8. Authority and Applicable Law. This Retail Service Interlocal is entered into under the authority of the Florida Constitution (including without limitation Article VIII, Section 2(b) thereof), the general powers conferred upon the City by statute and otherwise (including without limitation Chapters 159, 163, 166, and 180, Florida Statutes):

8.1 No officer, employee, or agent of either party, whether elected or appointed, shall have the authority to amend, modify, or alter this Retail Service Interlocal or to waive any of its provisions or to bind either party by making any promise or representation not contained in this Retail Service Interlocal. This Retail Service Interlocal may be amended or modified, in writing, by execution with the same formalities with which this Retail Service Interlocal was executed.

8.2 This Retail Service Interlocal may not be assigned, transferred or delegated by the City or County without the written consent of the other party, which consent will not be unreasonably withheld, provided that said assignment, transfer or delegation does not impair the rights or increase the obligations of either party, and provided that this Retail Service Interlocal will be binding upon the Parties' successors, grantees, transferees, delegees and assigns.

Section 9. Waiver Clause. Any waiver at any time by any party hereto of its rights with respect to the other party or respect to any matter arising in connection with this Retail Service Interlocal shall not be considered a waiver with respect to any subsequent default or matter. Nothing contained herein shall constitute a waiver by either the City or County of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.

Section 10. Acts and Omissions. The Parties assume any and all liabilities, claims, or damages of any kind attributable to the acts or omissions of their respective officers, employees or agents. Each party shall give the other prompt and timely notice of any claim, suit, or administrative law proceedings instituted or coming to the knowledge of their respective officers, department heads, or management personnel that in any way reasonably appears to affect or might affect either party to this Retail Service Interlocal, and the party so notified shall have the right to participate in the defense of any claim, administrative proceeding, or suit to the extent of its own interest. The Parties reserve the right, at law or in equity, by civil action, mandamus or other proceeding, to enforce or compel the performance of any or all covenants contained in the Agreement.

Section 11. Notice. Notices relating to the subject matter of this Retail Service Interlocal shall be provided in writing to the attention of:

To the City: City Manager
P.O. Box 277
Ormond Beach, FL 32175-0277

To the County: Flagler County Administrator
1769 East Moody Blvd., #302
Bunnell, FL 32110

Section 12. Entire Agreement. This Retail Service Interlocal, including Exhibit "A" attached hereto and incorporated herein by reference, sets forth the full and complete understanding of the Parties as of the date stated below, and it supersedes any and all prior negotiation, agreements, and understandings with respect to the subject matter hereof. No prior or present agreements or representations shall be binding upon either of the Parties unless incorporated into this Retail Service Interlocal. No modification or change in this Retail Service Interlocal shall be valid or binding upon the Parties unless in writing, approved by the Ormond Beach City Commission and by the Board of County Commissioners of Flagler County and executed by the appropriate officers and officials of each party.

Section 13. Assignment. The provisions of this Retail Service Interlocal shall inure to and be binding upon the successors and assigns of the Parties.

Section 14. Default. Neither party will be in default of the terms herein if such default is due to a natural calamity, act of force majeure, government other than City or County, or similar causes beyond the control of either party.

Section 15. Governing Law and Venue. This Retail Service Interlocal will be governed by, and interpreted in accordance with, the Laws of the State of Florida. Unless otherwise specifically stated, venue for any legal action to enforce the terms and conditions of this Retail Service Interlocal shall be in Flagler County, Florida.

Section 16. Headings. All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Retail Service Interlocal.

Section 17. Severability. If any provision of this Retail Service Interlocal becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Retail Service Interlocal shall continue in full force and effect without said provisions; provided, however, that if such severability materially changes the economic benefits of this Retail Service Interlocal to either party, the Parties shall negotiate an equitable adjustment in the provisions of this Retail Service Interlocal in good faith.

Section 18. Legal Fees. In the event of litigation between the Parties arising out of or in connection with this Retail Service Interlocal, each party shall be responsible for its own legal fees and costs.

Section 19. Authority to Execute. Each party hereby represents and warrants that it has the right, power, and authority to execute and deliver this Retail Service Interlocal and to perform all of the obligations stated herein.

Section 20. Other Documents and Assurances. Each of the Parties agrees that any time after the execution hereof, it will, on request of the other party, execute and deliver such other documents and further assurances as may reasonably be required by such other party in order to carry out the intent of this Retail Service Interlocal.

Section 21. No Third Party Beneficiaries. This Retail Service Interlocal is between the City and County only and shall not be deemed to confer in favor of any third parties any rights whatsoever as third-party beneficiaries, specifically including customers of the City, the Parties intending this Retail Service Interlocal to confer no such benefits or status.

Section 22. Sovereign Immunity. The Parties expressly retain all rights, privileges, benefits and immunities of sovereign immunity.

Section 23. Execution in Counterparts. This Retail Service Interlocal may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 24. Effective Date and Recordation. Upon execution of this Retail Service Interlocal by the Parties, the County will file this Retail Service Interlocal with the Clerk of the Courts of Flagler County and the City will file this Retail Service Interlocal with the Clerk of the Courts of Volusia County, as is required by Section 163.01 (11), Florida Statutes. The later recording date of these two filings shall be the Effective Date of this Retail Service Interlocal.

**FLAGLER COUNTY BOARD OF
COUNTY COMMISSIONERS**

Melissa Holland
Melissa Holland, Chair

Date: 11-16-09

ATTEST:

Gail Wadsworth
Gail Wadsworth, Clerk of Court

Approved as to Form:

Al Hadeed
Al Hadeed, County Attorney

CITY OF ORMOND BEACH

Fred Costello
Fred Costello, Mayor

Date: 11/3/09

Joyce Shanahan
Joyce Shanahan, City Manager

Date: 11/9/09

ATTEST:

Lorucci Patten
City Clerk

Approved as to Form:

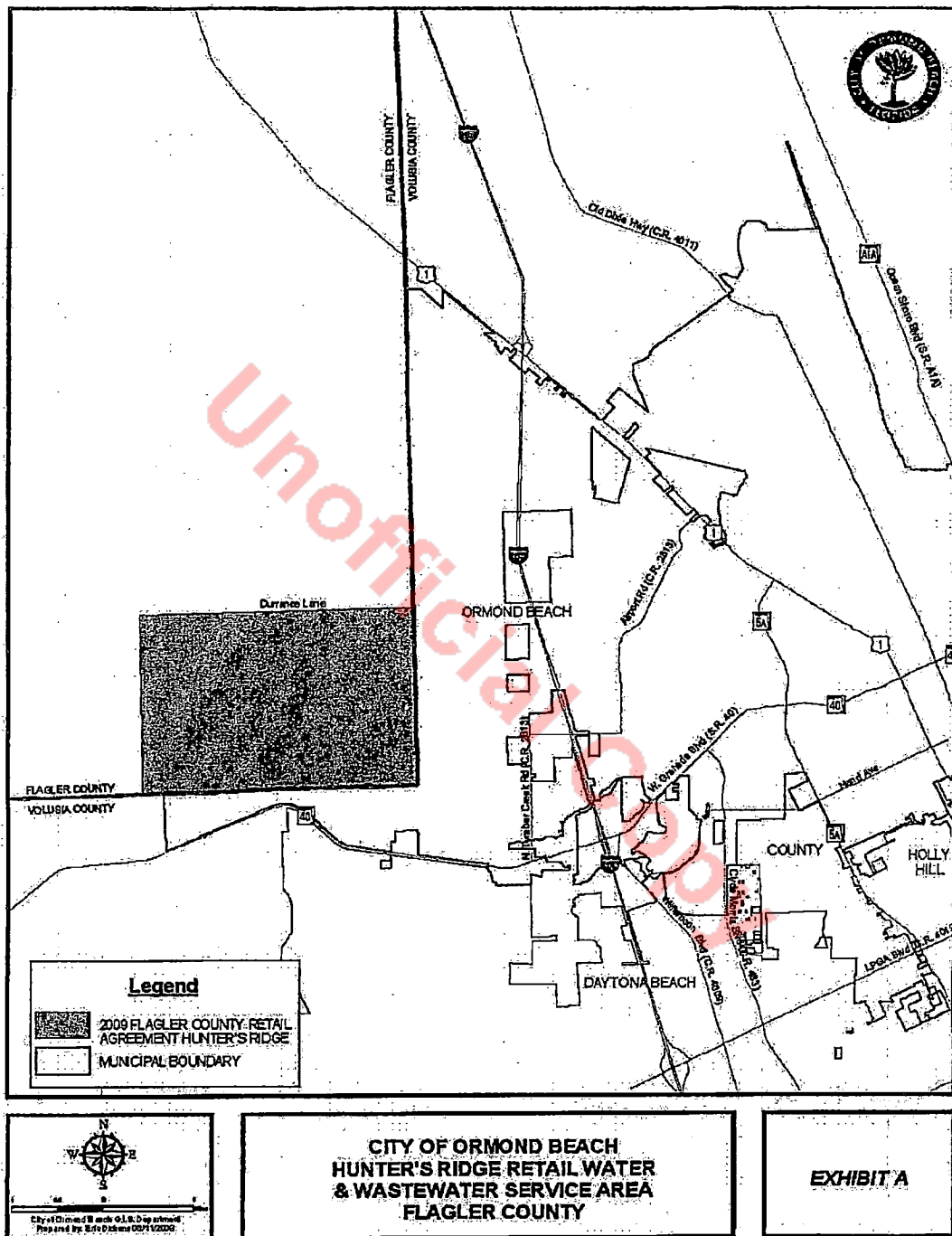
Randy Hayes
Randy Hayes
City of Ormond Beach Attorney

EXHIBIT ASERVICE AREA DESCRIPTION

A parcel of land located in sections 15, 16, 17, 20, 21, and 22, Township 14 South, Range 31 East, Flagler County, Florida, more particularly described as follows:

From the Northeast corner of said section 15, run on an assumed bearing south 87 degrees 36 minutes 20 seconds west along the north line of said section 15, being the bearing basis of this description a distance of 2601.01 feet to the north ¼ corner of said section 15; thence south 87 degrees 27 minutes 28 seconds west along the north line of said section 15 a distance of 2694.91 feet to the northwest corner of said section 15; thence south 87 degrees 35 minutes 17 seconds west along the north line of said section 16 a distance of 2649.53 feet to the north ¼ corner of said section 16; thence south 87 degrees 30 minutes 21 seconds west along the north line of said section 16 a distance of 2646.41 feet to the northwest corner of said section 16; thence south 87 degrees 27 minutes 55 seconds west along the north line of said section 17 a distance of 2656.53 feet to the north ¼ corner of said section 17; thence south 87 degrees 27 minutes 28 seconds west along the north line of said section 17 a distance of 2655.79 feet to the northwest corner of said section 17; thence south 01 degrees 57 minutes 17 seconds east along the west line of said section 17 a distance of 2646.33 feet to the west ¼ corner of said section 17; thence south 02 degrees 08 minutes 44 seconds east along the west line of said section 17 a distance of 2646.53 feet to the southwest corner of said section 17; thence south 01 degrees 46 minutes 04 seconds east along the west line of said section 20 a distance of 2618.94 feet to the west ¼ corner of said section 20; thence south 01 degrees 37 minutes 54 seconds east along the west line of said section 20 a distance of 2697.76 feet to the southwest corner of said section 20, being a point on the line between Flagler County on the north and Volusia County on the south; thence easterly along the county line being the southerly line of sections 20, 21, and 22 to the southeast corner of section 22; thence northerly along the county line between Flagler County on the west and Volusia County on the east and the east line of section 22 north 01 degrees 47 minutes 18 seconds west, along the east line of said section 22, a distance of 2652.93 feet to the east 1/4 corner of said section 22; thence north 01 degrees 47 minutes 18 seconds west, along said east line, a distance of 2652.93 feet to the northeast corner of said section 22; thence north 02 degrees 03 minutes 26 seconds west along the east line of section 15, a distance of 2649.05 feet to the east ¼ corner of said section 15; thence north 02 degrees 03 minutes 32 seconds west, along said east line, a distance of 2648.94 feet to the point of beginning.





[Handwritten signature]

CONSERVATION PARK AREA AGREEMENT

THIS THIRD AMENDMENT TO THE CONSERATION PARK AREA AGREEMENT (the "Amendment") is made and entered into this 27 day of September, 2021 (the "Effective Date"), by and between **FLAGLER COUNTY**, a political subdivision of the State of Florida, (the "County"), and **U.S. CAPITAL ALLIANCE, LLC**, a Florida limited liability company (the "Developer"). Together, the County and the Developer may be referred to collectively as the "Parties."

WITNESSETH:

WHEREAS, the County and the Developer entered into that certain Conservation Park Area Agreement dated April 24, 2017, recorded on May 5, 2017 in Official Records Book 2203, Pages 1444-1486 of the Public Records of Flagler County, Florida, with First Amendment dated August 21, 2018, recorded in Official Records Book 2302, Pages 1412-1416 of the Public Records of Flagler County, Florida, and with Second Amendment to the Conservation Park Area Agreement dated August 3, 2020, recorded in Official Records Book 2465, Page 25-30, of the Public Records of Flagler County, Florida setting forth the terms and conditions pursuant to which certain mitigation activities may be conducted by the Developer on County owned land (the "Conservation Park Area Agreement"); and

WHEREAS, pursuant to Section 7A. of the Agreement "[t]he Developer is entitled to claim future mitigation credits which may be associated with the Wetland Permits and/or the Conservation Easements, the construction of improvements pursuant to the Hydroperiod Restoration Plan, the Lift Projects, or any other additional environmental enhancement activities contemplated by this Agreement, in order to offset any mitigation requirements arising from the construction and development of the Project, providing that such credits are acceptable to the Permitting Authorities (the "Future Mitigation Credits")."

WHEREAS, the Developer has purchased the outstanding mineral interest for the Conservation Area and has agreed to convey said mineral interest to the County by quit claim deed simultaneously with the execution by the Parties of this Amendment to the Conservation Park Agreement acknowledging the consent of the Flagler County to the Developer's claim to Future Mitigation Credits in such amounts as determined by the Permitting Authorities (as defined in the Conservation Park Area Agreement) for the merging of the mineral rights into the fee simple title of the County in said Conservation Park Area.

WHEREAS, the Parties agree that as consideration for the substantial costs to purchase the mineral interest in the Conservation Park Area, the Developer shall be entitled to transfer, sell or assign said Mitigation Credits to a third party for development located outside the DRI and within Flagler County or Volusia County, Florida.

WHEREAS, the Parties agree the Developer shall be entitled to the additional Mitigation Credits and shall permit the Mitigation Credits to be transferred to third parties within Flagler County if permitted to do so by the Permitting Authorities and so long as any such transfer shall be subject to the terms of the Conservation Park Area Agreement.

WHEREAS, the Parties desire to amend and modify certain provisions in the Agreement, related thereto, all as more specifically set forth herein.

NOW, THEREFORE, in consideration of ten dollars and the promises and provisions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and the Developer hereby agree to amend and modify the Agreement as follows:

1. **Recitals.** The above recitals are true and correct and are agreed to by the County and the Developer as if such recitals were fully set forth herein.
2. **Definitions.** All capitalized terms contained herein and not otherwise defined shall be defined as provided in the Agreement.
3. **Conveyance of Mineral Interest to County.** Pursuant to Section 7 A. of the Conservation Park Agreement, the Developer is entitled to claim and receive any Future Mitigation Credit (as defined in the Conservation Park Agreement) attributable to the merging of the mineral interest into the fee simple title of Flagler County in the Conservation Park Area. Simultaneously with the County approval of this Amendment, the Developer shall convey by quit claim deed to the County any and all mineral interest for the Conservation Park Area. The County shall pay any and all costs to record said quit claim deed and any documentary stamps, if any, incurred for said transfer.
4. **Consents.** The County shall execute any authorization or consents necessary to permit the Developer to modify or amend the Wetland Permits and hereby acknowledges and consents to the submittal of said permit applications by Developer, at Developer's sole costs and expense, to any Permitting Authorities to claim the Future Mitigation Credits.
5. **Transfer of Mitigation Credits.** In exchange for the Developer purchasing the outstanding mineral interest in the Conservation Park Area at a substantial cost, the Developer shall be permitted to transfer, assign or sell said Mitigation Credits and Future Mitigation Credits to a third party within Flagler County or Volusia County, Florida. In addition, the Developer shall be authorized to transfer, sell or assign any Mitigation Credits to the City of Ormond, at Developer's sole and absolute discretion.
6. **Amount of Future Mitigation Credits.** Within twenty (20) days from the Permitting Authorities issuance of a modified or amended Wetland Permit for the Conservation Park Area for the purpose of establishing the enhancement of the Future Mitigation Credits for the merging of the mineral interests, the Parties agree to execute a written agreement acknowledging the determination by the Permitting Authorities and memorializing the total Future Mitigation Credits transferable or assignable to the Developer and its successors and/or assigns.
7. **Remaining Terms Affirmed.** All other terms or provisions within the Conservation Park Agreement not expressly modified herein, shall remain unchanged and in full force and effect.

SIGNATURES ON THE FOLLOWING PAGE 2

In Witness Whereof, the Parties have placed their hand and seal on this 27 day of September, 2021.

Witnesses:

Developer:

US Capital Alliance, LLC., a Florida Limited Liability Company

ATTEST:

By: Hunter's Ridge Acquisition and Development, LLC., a Florida Limited Liability Company, its Manager

By: Hunter's Ridge Manager, LLC., its Manager

By: Anneliese Holland, SC Notary Public

By: Glen Fishman, Manager

ATTEST:

COUNTY OF FLAGLER, a political subdivision of the State of Florida,

By: Fiona Fumicello, SC

By: Ronda T. O'Brien
Chairman

Acknowledged and Approved:

By: Al Hadeed For
Al Hadeed, County Attorney

Exhibit 4

STORMWATER POLLUTION PREVENTION PLAN
("SWPPP")

In order to ensure water quality is maintained and that encroachment into conservation areas is prohibited, the property owner and contractor shall adhere to the following SWPPP prior to and during construction: All work performed within and for Hunter's Ridge is to comply with Florida Department of Environmental Protection Non-Point Source and Water Quality Standards.

PRE-CONSTRUCTION ACTIVITIES

Prior to the start of site construction, the property owner or his representative shall conduct a pre-construction conference, which addresses Stormwater Pollution Prevention and Sediment and Erosion Control. At a minimum, the property owner, contractor and design engineer or their representative shall attend the pre-construction conference. Regulatory agencies shall be notified prior to the pre-construction conference regarding the date, time and location of the conference and shall be allowed to attend. The purpose of this conference is to review the site specific details of the SWPPP and identify the individuals responsible for its implementation. In addition, specific conditions of regulatory permits will be reviewed and persons assigned to the monitoring for compliance with these conditions. The pre-construction conference shall be a specific condition in all stormwater management permits issued for the Hunter's Ridge project.

CONSTRUCTION ACTIVITIES

The site work contractor shall at a minimum implement the requirements outlined below and those measures shown on the Stormwater Pollution Prevention Plan (SWPPP) and the erosion and turbidity control plan. In addition, the contractor shall undertake additional measures required to be in compliance with applicable permit conditions and state water quality standards. Depending on the nature of materials and methods of construction the contractor may be required to add flocculants to the detention system prior to discharge to Waters of the State.

Sequence of Major Erosion Control Activities:

The order of activities will be as follows:

1. Install stabilized construction entrance
2. Install silt fences and hay bales as required
3. Clear and grub for diversion swales/dikes and sediment basin
4. Construct sedimentation basin
5. Stock pile top soil if required
6. Stabilize denuded areas and stockpiles as soon as practicable



7. Complete grading and install permanent seeding/sod and planting
8. Remove accumulated sediment from basins
9. Flocculate lake system, if required, to meet water quality standards.
10. When all construction activity is complete and the site is stabilized, remove any temporary diversion swales/dikes, silt fences, hay bales and reseed/sod as required.

Note: Vertical construction of buildings will be taking place during all the sequence steps listed above.

Additional Controls

It is the contractor's responsibility to implement the erosion and turbidity controls as shown on the sediment and erosion control plan. It is also the contractor's responsibility to ensure these controls are properly installed, maintained and functioning properly to prevent turbid or polluted water from leaving the project site. The contractor will adjust the erosion and turbidity controls shown on the sediment and erosion control plan and add additional control measures, as required, to ensure the site meets all federal, state and local erosion and turbidity control requirements. The following best management practices will be implemented by the contractor as required by the erosion and sediment control plan and as required to meet the sediment and turbidity requirements imposed on the project site by the regulatory agencies.

Erosion and sediment controls stabilization practices. (See the site specific sediment and erosion control plan for applicability):

1. Straw bale barrier: Straw bale barriers will be used below disturbed areas subject to sheet and rill erosion with the following limitations:
 - (a) Where the maximum slope behind the barrier is not greater than 33 percent.
 - (b) In minor swales or ditch lines where the maximum contributing drainage area is no greater than 2 acres.
 - (c) Where effectiveness is required for less than 3 months.
 - (d) Straw bale barriers shall not be used in live streams or in swales where there is the possibility of a washout. If necessary, measure shall be taken to properly anchor bales to ensure against washout.
2. Filter Fabric Barrier: Filter fabric barriers shall be installed landward of upland buffers. Filter fabric barriers will be used below disturbed areas subject to sheet and rill erosion with the following limitations:



- (a) Where the maximum slope behind the barrier is not greater than 33 percent.
 - (b) In minor swales or ditch lines where the maximum contributing drainage area is no greater than 2 acres.
- 3. Sod with Filter Fabric: In areas with slopes steeper than 33%, the slope shall be full sodded with sods pinned to the slope. Filter fabric barriers (silt fence) shall be installed at the top and toe of the slope.
- 4. Brush Barrier with Filter Fabric: Brush barriers used in accordance with ES BMP 1.025, will be used below disturbed areas subject to sheet and rill erosion where enough residue material is available on site.
- 5. Level Spreader: A level spreader will be used where sediment-free storm runoff is intercepted and diverted away from the graded areas onto undisturbed stabilized areas. This practice applies only in those situations where the spreader will be constructed on undisturbed soil and the area below the level lip is stabilized. The water should not be allowed to reconcentrate after release.
- 6. Stockpiling Material: No excavated material shall be stockpiled in such a manner as to direct runoff directly off the project site into any adjacent water body or stormwater collection facility.
- 7. Exposed Area Limitation: The surface area of open, raw erodible soil exposed by clearing and grubbing operations or excavation and tilling operations shall not exceed 10 acres. This requirement may be waived for large project with an erosion control plan, which demonstrates that opening of additional areas, will not significantly affect off site deposit of sediments.
- 8. Inlet Protection: Inlets and catch basins which discharge directly off-site shall be protected from sediment-laden storm runoff until the completion of all construction operations that will contribute sediment to the inlet.
- 9. Temporary Seeding: Areas opened by construction operations and that are not anticipated to be re-excavated or dressed and receive final grassing treatment within 30 days shall be seeded with a quick growing grass species which will provide an early cover during the season in which it is planted and will not later compete with the permanent grassing.
- 10. Temporary Seeding and Mulching: Sloped steeper than 6:1 that fall within the category established in Paragraph 8 above shall additionally receive mulching of approximately 2 inches loose measure of mulch material cut into the soil of the seeded area adequate to prevent



movement of seed and mulch.

11. Temporary Grassing: The seeded or seeded and mulched area(s) shall be rolled and watered or hydromulched or other suitable methods if required to assure optimum growing conditions for the establishment of a good grass cover.

12. Temporary Regrassing: If, after 14 days from seeding, the temporary grassed areas have not attained a minimum of 75 percent good grass cover, the area will be reworked and additional seed applied sufficient to establish the desired vegetative cover.

13. Maintenance: All features of the project designed and constructed to prevent erosion and sediment shall be maintained during the life of the construction so as to function as they were originally designed and constructed.

14. Permanent Seeding: Areas, which have been disturbed by construction, will, as a minimum, be seeded. The seeding mix must provide both long-term vegetation and rapid growth seasonal vegetation. Slopes steeper than 4:1 shall be seeded and mulched or sodded.

15. Temporary Diversion Dike: Temporary diversion dikes will be used to divert runoff through a sediment trapping facility.

16. Temporary Sediment Trap: A sediment trap is usually installed in a drainage way at a storm drain inlet or at other points of discharge from a disturbed area with the following limitations;

- The sediment trap will be constructed either independently or in conjunction with a temporary diversion dike.

17. Sediment Basin: Sediment Basin(s) will be constructed at the common drainage locations that serve an area with 10 or more disturbed acres at one time. The proposed stormwater ponds (or temporary ponds) will be constructed for use as sediment basins. These sediment basins must provide a minimum of 3,600 cubic feet of storage per acre drained until final stabilization of the site. The 3,600 cubic feet of storage area per acre drained does not apply to flows from offsite areas and flows from onsite areas that are either undisturbed or have undergone final stabilization where such flows are diverted around both the disturbed area and the sediment basin.

Site Maintenance Activities



Waste Materials

All waste materials except land clearing debris shall be collected and stored in a securely lidded metal dumpster. The dumpster will meet all local and state solid waste management regulations. The dumpster will be emptied as needed and the trash will be hauled to a state approved landfill. All personnel will be instructed regarding the correct procedure for waste disposal. Notices stating these practices will be posted at the construction site by the site superintendent, the individual who manages the day to day site operations, will be responsible for seeing that these procedures are followed.

Hazardous Waste

All hazardous waste materials will be disposed of in the manner specified by local or state regulation or by the manufacturer. Site personnel will be instructed in these practices and the site superintendent, the individual who manages day to day site operations, will be responsible for seeing that these practices are followed.

Sanitary Waste

All sanitary waste will be collected from the portable units as needed to prevent possible spillage. The waste will be collected and disposed of in accordance with state and local waste disposal regulations for sanitary sewer or septic systems.

Offsite Vehicle Tracking

A stabilized construction entrance will be provided to help reduce vehicle tracking of sediments. The paved street adjacent to the site entrance will be swept daily to remove any excess mud, dirt or rock tracked from the site. Dump trucks hauling material from the construction site will be covered with a tarpaulin. Offsite vehicle tracking to comply with ES BMP 1.02. (Construction Road and Driveway Stabilization).

Spill Prevention Plan**Material Management Practices**

The following are the material management practices that will be used to reduce the risk of spills or other accidental exposure of materials and substances to stormwater runoff.

Good Housekeeping

The following good housekeeping practices will be followed onsite during the construction project:

- An effort will be made to store only enough product required to do the job.
- All materials stored onsite will be stored in a neat, orderly manner in their appropriate containers and, if possible, under a roof or other enclosure.



- Products will be kept in their original containers with the original manufacturer's label.
- Substances will not be mixed with one another unless recommended by the manufacturer.
- Whenever possible, all of a product will be used up before disposing of the container.
- Manufacturer's recommendations for proper use and disposal will be followed.
- The site superintendent will inspect daily to ensure materials onsite receive proper use and disposal.

Hazardous Products

These practices are used to reduce the risks associated with hazardous materials:

- Products will be kept in original containers unless they are not resealable.
- Original labels and material safety data will be retained; they contain important product information.
- If surplus product must be disposed of, manufacturers or local and state recommended methods for proper disposal will be followed.

Product Specific Practices

The following product specific practices will be followed onsite:

Petroleum Products

All onsite vehicles will be monitored for leaks and receive regular preventive maintenance to reduce the chance of leakage. Portable petroleum storage tanks shall not be placed within 200 feet of a wetland or water body including stormwater management ponds, unless secondary containment is provided. Petroleum products will be stored in tightly sealed containers which are clearly labeled. Any asphalt substances used onsite will be applied according to the manufacturer's recommendations.

Fertilizers

Fertilizers used will be applied only in the minimum amounts recommended by the manufacturer. Once applied, fertilizer will be worked into the soil to limit exposure to stormwater. Storage will be in a covered area. The contents of any partially used bags of fertilizer will be transferred to a sealable plastic bin to avoid spills.

Paints

All containers will be tightly sealed and stored when not required for use. Excess paint will not be discharged to the storm sewer system but will be properly disposed of according to manufacturer's instructions or state and local regulations.

The site superintendent responsible for the day to day site operations will be the spill prevention and cleanup coordinator. He/she will designate at least one other site personnel who will receive spill prevention and cleanup training. These individuals will each become responsible for a particular phase of prevention and clean up. The names of responsible spill personnel will be posted in the material storage area and if applicable, in the office trailer onsite.

MAINTENANCE/INSPECTION PROCEDURES

Erosion and Sediment Control Inspection and Maintenance Practices

The following are inspection and maintenance practices that will be used to maintain erosion and sediment controls:

- All control measures will be inspected by the site superintendent, the person responsible for the day to day site operation or someone appointed by the site superintendent, at least once a week and following any storm event of 0.25 inches or greater.
- All turbidity control measures will be maintained in good working order; if a repair is necessary, it will be initiated within 24 hours of report.
- Built up sediment will be removed from silt fence when it has reached one third the height of the fence.
- Silt fence will be inspected for depth of sediment, tears, to see if the fabric is securely attached to the fence posts, and to see that the fence posts are firmly in the ground.
- The sediment basins will be inspected for the depth of sediment, and built up sediment will be removed when it reaches 10 percent of the design capacity or at the end of the job.
- Diversion dikes/swales will be inspected and any breaches promptly repaired.



- Temporary and permanent seeding and planting will be inspected for bare spots, washouts, and healthy growth.
- A maintenance inspection report will be made after each inspection. A copy of the report form to be completed by the inspector will be attached to the contract. The reports will be kept on site during construction and shall be available upon request to the owner, the owner's engineer or any federal, state or local agency responsible for monitoring sediment and erosion plans, or stormwater management plans. The reports shall be made and retained as part of the stormwater pollution prevention plan for at least three years from the date that the site is finally stabilized and the notice of termination is submitted. The reports shall identify any incidents of non-compliance.
- The site superintendent will select up to three individuals who will be responsible for inspections, maintenance and repair activities, and filling out the inspection and maintenance report.
- Personnel selected for inspection and maintenance responsibilities will receive training from the site superintendent. They will be trained in all the inspection and maintenance practices necessary for keeping the erosion and sediment controls used onsite in good working order.

NON-STORMWATER DISCHARGES

It is expected that the following non stormwater discharges will occur from the site during the construction period:

- Water from water line flushing
- Pavement wash waters (where no spills or leaks of toxic or hazardous materials have occurred).
- Uncontaminated groundwater (from dewatering excavation).

All non stormwater discharges will be directed to the sediment basin prior to discharge.



Prepared By and Return to:

Daniel L. McDermott, Esq.
719 South Woodland Boulevard
DeLand, FL 32720

**AMENDED AND RESTATED
THE HUNTERS RIDGE DRI
TRANSPORTATION PROPORTIONATE SHARE AGREEMENT**

This Amended and Restated Hunter's Ridge DRI Transportation Proportionate Share Agreement (this "Restated Agreement") is made and entered into this 5 day of October, 2021, by and between the **Florida Department of Transportation**, an agency of the State of Florida (hereinafter "FDOT"), and **US Capital Alliance, LLC.**, a Florida corporation (hereinafter "Developer").

WITNESSETH:

WHEREAS, Hunter's Ridge Residential Golf Properties, Inc., a Florida corporation, was the original developer of the Hunter's Ridge Development of Regional Impact (the "DRI") located within the City of Ormond Beach, Volusia County and Flagler County;

WHEREAS, on January 25, 1990, Flagler County adopted Resolution 90-3A constituting the Development Order for approximately 3840 acres lying in Flagler County, Florida ("Flagler Property"), Florida constituted a portion of the Hunter's Ridge Development of Regional Impact recorded in 423, Page 669, and Official Records Book 455, Page 1019, and as amended by Official Records Book 465, Page 1466, and as Amended and Replaced in its Entirety by Resolution No. 2010-61 recorded in Official Records Book 1803, Page 648, all in Public Records of Flagler County, Florida ("Flagler DRI Development Order");

WHEREAS, on January 20, 1990, Volusia County adopted Resolution 90-20 constituting the Development Order for approximately 1237 acres lying in Volusia County, Florida ("Ormond/Volusia Property") constituted a portion of the Hunter's Ridge Development of Regional Impact recorded in Official Records Book 3936, Page 1640, as amended in Official Records Book 3739, Page 1898, Official Records Book 3754, Page 1692, Official Records Book 5212, Page 2589, all in the Public Records of Volusia County, Florida ("Ormond/Volusia DRI Development Order");

WHEREAS, the Department of Community Affairs intervened in an appeal of the Development Order and the Division of Administrative Hearings issued a Recommended Order on May 28, 1991 and rendered an Amended Final Development Order recorded in Official Records Book 455, Page 1019, Public Records of Flagler County Florida;

WHEREAS, on April 6, 1992, Flagler County adopted the First Amendment to the Hunter's Ridge Development Order;

WHEREAS, on December 1, 1997, Flagler County adopted Resolution No. 97-79A constituting the Second Amendment to the Hunter's Ridge Development Order; and

WHEREAS, on December 15, 2003, Flagler County adopted Resolution No. 2003-208 constituting the 2003-208 constituting the Third Amendment to the Hunter's Ridge Development Order; and

WHEREAS, on November 15, 2010, Flagler County adopted Resolution No. 2010-61 amending and replacing the Development Order for Hunter's Ridge Development of Regional Impact;

WHEREAS, an agreement between FDOT and the Developer, Hunter's Ridge Residential Golf Properties, Hunter's Ridge Timber Company, Inc. and Hunter's Ridge Golf Company, Inc., the predecessors to the Developer dated December 20, 2010 ("FDOT 2010 Agreement") which is applicable to the property described in Exhibit "A" attached hereto;

WHEREAS, the FDOT 2010 Agreement provided that the Developer would pay a cash assessment of \$8,384,348 (2010 dollars), as a proportionate share to mitigate the transportation impacts of the DRI on state road segments through the build-out of Phase I of the DRI (the "Needed Transportation Improvement");

WHEREAS, pursuant and subject to this Restated Agreement, the Developer has made a binding commitment to make the Cash Contribution to FDOT for the total proportionate share in the amount of \$4,609,805, by July 1, 2024; and

WHEREAS, pursuant to Rule 9J-2.045(7), F.A.C., FDOT has agreed to accept the Cash Contribution as adequately mitigating the transportation impacts for the build-out of the Project on all significantly impacted State roadways as required by Chapter 380, F.S., Chapter 163, F.S. and Chapter 9J-2, F.A.C.; provided that full payment of the Cash Contribution is received by FDOT in accordance with the terms of this Amendment.

NOW THEREFORE, in consideration of the mutual agreements contained herein, the Parties hereto agree to amend and restate the Original Agreement as set forth herein.

1. Incorporation of Recitals and Exhibits. The foregoing recitals are true and correct and are hereby incorporated by the Parties as part of this Restated Agreement as if fully set forth herein. All Exhibits attached hereto are incorporated herein by this reference.
2. Project Identification. The proposed Project is known as Hunter's Ridge DRI, or the Flagler DRI, Development Order and is located in Volusia County and Flagler County, Florida and consist of approximately 3,840 acres (including the Conservation Area consisting of 1,980 acres donated to Flagler County) in Flagler County and 1,237 acres (including 327 acres of Conservation Area) in Volusia County, Florida.
3. Cash Contribution. In lieu of the Phase 1 proportionate share amount for the Needed Transportation Improvement as set forth in Exhibit "B" to this Restated Agreement, the Developer shall pay to FDOT the Cash Contribution amount of four million, six hundred-nine thousand, eight hundred-five, and No/100 Dollars (\$4,609,805.00) in accordance with the following schedule: (1)

\$400,000 by December 1, 2021, (2) \$500,000 by July 1, 2022, (3) \$500,000 by December 1, 2022, (4) \$1,000,000 by July 1, 2023, and remaining balance by December 1, 2023 for its proportionate share of the transportation impacts on State Roads for the entire build out of the Hunter's Ridge DRI. If a major unforeseen event, outside of the control of Developer completely disrupts substantially all development activity within the Hunter's Ridge DRI, the Parties agree to meet and to discuss and to establish a revised payment schedule for all remaining payments due at that time.

4. The Parties agree that Flagler County will collect all impact fees due for development within the Hunter's Ridge DRI to be held by Flagler County, in escrow, to be utilized towards any Cash Contribution/Proportionate Share payments due hereunder by the Developer. The Parties agree that Flagler County shall pay the impact fees directly to the Department upon request by the Department, in accordance with the payment schedule set forth above. In the event the amount to be paid by the County is not sufficient pay the full amount due by the Developer, the Developer shall pay the shortfall to the Department upon request by the Department. All payments shall be due on the dates set forth in the payment schedule. Upon full satisfaction of this Proportionate Share payments hereunder, this Agreement shall be satisfied and neither the Developer nor Flagler County shall be required to remit any further payments hereunder. The Department will provide to the Developer an accounting of all payments made by the County to the Department. The Department will enter into an Agreement with Flagler County establishing the County's obligation to deposit the impact fee payments due by the Hunter's Ridge development into a separate escrow account to be available for direct payment to the Department until the Cash Contribution/ Proportionate Share payments are satisfied in full.

5. Upon receipt of the Cash Contribution, FDOT may apply the funds received to the Needed Transportation Improvement or to any other road construction project that may be mutually agreed upon by FDOT and Volusia County and Flagler County.

Based on proposed development plan and updated significant and adversity test, in accordance with the methodology provided for in section 163.3180(5)(h), Florida Statutes, FDOT shall eliminate the following roadway improvements from the FDOT 2010 Agreement (i) SR 40 (Granada Boulevard), from Williamson Boulevard to Clyde Morris Boulevard and (ii) SR 40 (Granada Boulevard), from Clyde Morris Boulevard to SR 5A (Nova Road).

6. Satisfaction of Transportation Improvement Requirements. Upon payment in full of the Cash Contribution, the Developer shall be deemed to have satisfied all requirements under Chapter 380, F.S., Chapter 9J-2, F.A.0 for the mitigation of the traffic impacts of the DRI on all State roads through the build-out of the Project.

5. Effect and Governing Law. This Restated Agreement shall replace and supersede in all respects the Original Agreement. This Restated Agreement shall be interpreted and governed by Florida law.

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

necessary to enforce this Restated Agreement.

7. Notice of Default. No Party shall be considered in default for failure to perform under this Restated 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.

8. Notice. All notices which are required or permitted under this Restated 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):

If to Developer: US Capital Alliance, LLC.
Attn: Glen Fishman
880 Airport Road, Suite 113
Ormond Beach, Florida 32174

With a copy to: Booker & Associates, P.A.
1019 Town Center Drive, Ste 201
Orange City, Florida 32763
Attention: Kim C. Booker, Attorney at Law

If to FDOT: FDOT, District 5
Director of Transportation Development
719 South Woodland Boulevard
DeLand, Florida 32720

With a copy to: FDOT, District 5
Office of General Counsel
719 South Woodland Boulevard
DeLand, Florida 32720

9. Amendment. No amendment, modification or other changes in this Restated Agreement shall be binding upon the Parties, unless in writing executed by all Parties hereto.

10. Successors and Assigns Bound. This Restated Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. Owners of individual units which have received a building permit are not considered successors or assigns of the Developer.

11. Effective Date. This Restated Agreement shall become effective upon the latest date of execution by all Parties hereto.

12. Counterparts. This Restated Agreement may be executed in seven (7) 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.

13. Recording. this Restated Agreement shall be recorded, at the Developer's expense, in the Public Records of Volusia County, Florida and Flagler County, Florida, within thirty (30) days of the Effective Date.

[Signatures Appear on Following Pages]

Unofficial Copy

IN WITNESS WHEREOF, the parties hereunto have executed this Agreement on the date and year first above written.

Florida Department of Transportation, an
agency of the State of Florida

ATTEST:

Sh A. Lick
Witness

By: [Signature]
Print Name: Jared W. Perdue
FDOT District Secretary
Date signed: 10/12/2021

[Signature]
LEGAL REVIEW FDOT

NOTARY CERTIFICATION

STATE OF FLORIDA
COUNTY OF VOLUSIA

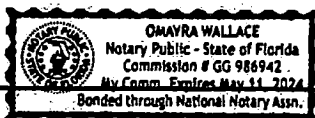
The foregoing instrument was acknowledged before me ☒ in my physical presence or
online remote notary on this 12 day of October, 2021, by
Jared W. Perdue. He/She is personally known to me OR who produced
as identification.

May 11, 2024
My Commission Expires

Omayra Wallace
Signature of Notary

GG 986942
Serial Number

Omayra Wallace
Typed, Printed or Stamped Name



ATTEST:

DEVELOPER
US Capital Alliance, LLC.
By: Hunter's Ridge Acquisition and
Development, LLC., a Delaware limited liability
company, its Manager
By: Hunter's Ridge Manager, LLC., a Delaware
limited liability company, its Manager

[Signature]
Witness

By: [Signature]
Glen Fishman, as Manager

08/09/92 09:35

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Exhibit 6

EXHIBIT "B-B"

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VOLUSIA CO., FL

STATE OF FLORIDA
DIVISION OF ADMINISTRATIVE HEARINGS

FLORIDA-GEORGIA VENTURE GROUP,

Petitioner,

vs.

CASE NO. 90-3409DRI

CITY OF ORMOND BEACH,

Respondent,

and

EAST CENTRAL FLORIDA REGIONAL
PLANNING COUNCIL, FLORIDA
AUDUBON SOCIETY, CITIZENS OF
ORMOND BEACH, INC. and THE
DEPARTMENT OF COMMUNITY AFFAIRS

Intervenors.

NORTHEAST FLORIDA REGIONAL
PLANNING COUNCIL and THE
DEPARTMENT OF COMMUNITY AFFAIRS,

Petitioners,

vs.

CASE NO. 90-3410DRI

FLAGLER COUNTY COMMISSION and
FLORIDA-GEORGIA VENTURE GROUP,

Respondents,

and

FLORIDA AUDUBON SOCIETY and
ANNIE JOHNSON AND THE FLAGLER
CITIZENS FOR AFFORDABLE
HOUSING,

Intervenors.

JOINT STIPULATION OF THE FLORIDA AUDUBON SOCIETY, FLORIDA
GEORGIA VENTURE GROUP, FLAGLER COUNTY, AND CITY OF ORMOND BEACH

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VOLUSIA CO., FL

Intervenor, Florida Audubon Society, and Petitioner/Respondent Florida Georgia Venture Group, Flagler County, and the City of Ormond Beach hereby stipulate that the entry of a Recommended Order in this proceeding approving the development of regional impact applications of Florida Georgia Venture Group in both the City of Ormond Beach and Flagler County would satisfactorily resolve issues concerning wetlands, wildlife habitat, and endangered species, provided that:

1. The developer removes from development and agrees to convey the lands identified as parcels "A" and "B" on Exhibit A an undivided one half interest in parcels "A" and "B" to the St. Johns River Water Management District and an undivided one half interest to Flagler County for those portions of parcels "A" and "B" located within Flagler County, and an undivided one half interest to the City of Ormond Beach for those portions of Parcels "A" and "B" located within the City of Ormond Beach, subject to the following:

(a) Conveyance of Parcel A shall be by Fee Simple Warranty Deed.

(b) Conveyance of Parcel B shall be by Fee Simple Warranty Deed, reserving to the grantor and its heirs, successors and assigns certain specified timber interests, equestrian use rights, and hunting interests, as further specified below.

2. The above conveyances shall be subject to the following specific deed restrictions:

(a) The use and management of the lands conveyed shall be exclusively for the maintenance, preservation, and restoration of the native upland and wetland ecosystems historically existent on the property and use for compatible environmental education activities and passive recreational activities. No use for any purpose other than those specified above shall be permitted. Any development activities, waste disposal, excavation,



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filling, well drilling, construction, (other than the excavation and filling necessary to restore the natural hydroperiod of the area and limited construction of environmental education facilities such as nature trails and boardwalks) shall be strictly prohibited. Passive Recreation, as used herein shall mean hiking, birdwatching, nature study, fishing, and like activities that do not require the construction of facilities otherwise prohibited by the conservation easement. The use, or possession of off road vehicles, such as all terrain motorcycles, swamp or dune buggies by members of the public will be strictly prohibited on the property. Hunting shall be prohibited, except as specified in Paragraph 5 below. The Florida Audubon Society, a Florida non-profit corporation, shall have standing to enforce the provisions of these deed restrictions, and said fact shall be incorporated in the conveyance of the property in parcels "A" and "B" as provided in Paragraph 1 of this stipulation.

3. Florida Georgia Venture Group agrees to conduct, as may be permitted by the future owners of the property as specified in paragraph (1) above, and at its expense with regard to the use of manpower and equipment, certain environmental restoration activities necessary to reestablish a more natural hydroperiod in parcels "A" and "B" above. The objective of this restoration shall be the elimination of drainage provided by all of the ditches that have been constructed through parcels "A" and "B" as described above. This program will include installation of water control structures in existing ditches, including, without limitation the Hull Cypress Swamp Ditch, so that the current overdrainage of the area is reversed. Within 6 months of the final action by the Land and Water Adjudicatory Commission on this appeal, or within 6 months of the issuance of a Development Order by the City of Ormond Beach or Flagler County for

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VOLUSIA CO., FL

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the Hunters Ridge Project, or any portion thereof, (whichever occurs later) Florida Georgia shall complete; in cooperation with the St. Johns River Water Management District, and as may be permitted by the future owners of the property as specified in Paragraph 1 above, a plan for the restoration of the natural hydroperiod in the above described area. Within one year subsequent to the completion of this plan, the construction elements of the plan shall be completed by Florida Georgia, in cooperation with the St. Johns River Water Management District as may be permitted by the future property owners as specified in Paragraph 1 above. Florida Georgia agrees that it will provide at its own expense, manpower and earthmoving machinery to plug ditches, breach levees or fill berms, and all other physical earth moving work necessary to implement the restoration plan developed in conjunction with the St. Johns River Water Management District. This plan, generally, shall:

(a) Provide for the plugging, or installation of water control structures in the Hull Cypress Swamp Ditch, to restore the hydroperiod of the Hull Cypress Swamp.

(b) Provide for gaps in the fill berm along the Hull Cypress Swamp Ditch to reflood the wetland strand that exists parallel to the ditch, and divert the flow of the ditch through the wetland area in the strand adjacent to the ditch.

(c) Plug, or install water control structures in all other manmade canals or ditches on the property as may be necessary to restore the historical hydroperiod.

Any delay in the authorization of work to restore the hydroperiod beyond the time frames specified above that may be occasioned by the future landowners, environmental permitting requirements, or other unforeseen

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VOLUSIA CO., FL

events shall not relieve Florida Georgia of the obligation to provide manpower and earthmoving equipment to conduct the work specified above.

4. The timber interests retained by Florida Georgia and its heirs, successors and assigns in Parcel "B" shall be for limited silvicultural purposes relative to the harvest of pine trees. It is anticipated, and Florida Georgia agrees, that the hydroperiod restoration required under this stipulation will result in major portions of Parcel "B" undergoing transition to a wetland state that will no longer facilitate the cultivation and harvest of pine. Florida Georgia may continue to exercise pine timber management and harvest on the property once the natural hydroperiod is restored, under a plan acceptable to the St. Johns River Water Management District, Flagler County, and the City of Ormond Beach which is designed to limit pine silvicultural practices to only those compatible with the restored hydroperiod of the area, and which provide a maximization of wildlife benefits, as determined by the St. Johns River Water Management District.

5. Florida Georgia, its heirs, successors and assigns shall retain the right to (in a manner approved by the St. Johns River Water Management District), to conduct equestrian activities on the lands conveyed to the district. The hunting rights to the property shall be retained by Florida Georgia, its heirs, successors, and assigns, for deer and feral hogs only.

6. Florida Georgia and its heirs, successors and assigns shall be entitled to claim "Mitigation Credits" for the hydroperiod restoration work required by Paragraph 3 above to offset any mitigation requirement arising from the construction of the Hunters Ridge Development, including both those phases authorized by the development orders issued as a result of this proceeding, and any future substantial deviation that is specified in



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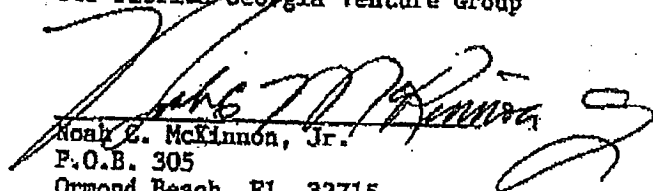
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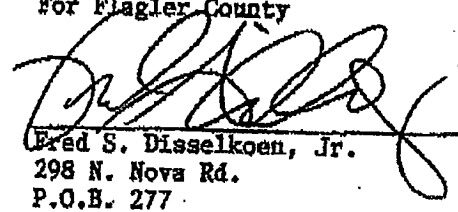
this proceeding. Said mitigation credits shall be available to Florida Georgia provided that such credits are acceptable to the various state and federal regulatory agencies that are not parties to this proceeding. Said credits shall only be applicable on an acre per acre basis within the City of Ormond Beach, and Flagler County, respectively, as to future approvals of substantial deviations, and credits obtained within the jurisdiction of one local government shall not transfer to the other, unless otherwise provided by law.

Dated this 6th day of December, 1990.


Charles Lee
Senior Vice President
Florida Audubon Society
1101 Audubon Way
Maitland, FL 32751
(305) 647-2615


J. Doyle Tumbleson
Kinsey Vincent Pyle Professional
Association
150 S. Palmetto Ave.
Daytona Beach, FL 32114
For Florida Georgia Venture Group


Noah C. McKinnon, Jr.
P.O.B. 305
Ormond Beach, FL 32715
For Flagler County


Fred S. Disselkoen, Jr.
298 N. Nova Rd.
P.O.B. 277
Ormond Beach, FL 32175
For City of Ormond Beach



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VOLUSIA CO., FL

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy of the foregoing has been provided by U.S. Mail to the following this 6th day of December, 1990: J. Doyle Tumbleson, 150 S. Palmetto Ave. BOX A, Daytona Beach, FL. 32114; Fred S. Disselkoen, Jr. City of Ormond Beach, POB 277, Ormond Beach, FL. 32175-0277; Gerald S. Livingston, P.O.B. 2151, Orlando, FL. 32802; Timothy Keyser, POB 92, Interlachen, FL. 32148; Jonathan Hewett, Central Florida Legal Services, 216 S. 6th St. Palatka, FL. 32177; Julia Johnson, David Russ, David Jordan, and Steven Pfeiffer, Office of General Counsel, Department of Community Affairs, 2740 Centerview Dr. Tallahassee, FL. 32399-2100; Linda Loomis Shelley, 902 North Gadsden St. Tallahassee, FL. 32303; and Noah McKinnon, 595 West Granada Blvd. Ormond Beach, FL. 32075


Charles Lee

This Agreement prepared by and return

After recording to:

Kim C. Booker, Attorney at Law
Booker & Associates P.A.
1019 Town Center Drive, Suite 201
Orange City, Florida 32763

Parcel Identification Numbers:

**FLAGLER COUNTY SCHOOL BOARD IMPACT FEE CREDIT AGREEMENT AND
CONSENT TO NOPC CHANGES TO DRI DEVELOPMENT ORDER**

HUNTER'S RIDGE DRI, Flagler County, Florida -]

THIS SCHOOL BOARD IMPACT FEE CREDIT AGREEMENT AND CONSENT TO NOPC CHANGES TO DRI DEVELOPMENT ORDER (hereinafter referred to as this "**Agreement**"), is entered into this 16th day of February, 2022, by and between the **FLAGLER COUNTY SCHOOL BOARD**, a Florida school district (hereinafter referred to as the "**Board**"), with a mailing address of 1769 E. Moody Blvd., Bldg. 2, Bunnell, FL 32110 (hereinafter referred to as the "**City**"), and **US CAPITAL ALLIANCE, LLC**, a Florida limited liability company, with a mailing address of 880 Airport Road, Ste 113, Ormond Beach, Florida 32174 (hereinafter referred to as the "**Developer**").

RECITALS:

A. The Developer is currently the master developer under that certain Development of Regional Impact Development Order (hereinafter referred to as the DRI Development Order recorded as Resolution No. 2010-61 recorded in Official Records Book 1803, Page 648, Amending and Replacing in its Entirety the Development Order recorded in Official Records Book 423, Page 669, Adoption of Development Order recorded in Official Records Book 455, Page 1019, and Amendment recorded in Official Records Book 465, Page 1466, Public Records of Flagler County, Florida. As amended by Resolution No. 66-2021, and recorded in Instrument no. 2021064665 on November 24, 2021, Public Records of Flagler County, Florida (hereinafter referred to as the Hunter's Ridge DRI").

B. The Developer is the owner of that certain parcel of land located in the County of Flagler, Florida which is more particularly described on **Exhibit A**, attached hereto and made a part hereof (hereinafter referred to as the "**Property**").

B. The Developer and Board have agreed to release the Developer from the obligation under the Hunter's Ridge DRI in Article III of the Exhibit "A" containing Special Conditions regarding Education, which obligates the Developer to dedicate a 45 acre school site or construct such other recreational improvements or pay for other equipment, in exchange for the payment of Three Million and No/100 Dollars (\$3,000,000.00) (hereinafter referred to as "School Concurrency and Capacity Proportionate Share Payment") to the Board on or before 18 months from the date of the approval by the County of the Notice of Provisional Change ("NOPC") to modify Article III of Exhibit "A", Special Conditions allowing for such School Concurrency and Capacity Proportionate Share Payment as full satisfaction of all school concurrency, mitigation and capacity requirements and eliminating all other requirements subject to the terms and conditions set forth herein;

C. Upon receipt of any partial payments toward the the School Concurrency and Capacity Payment, the School Board and County shall allocate one third of said payment to the Donation and two thirds to the Impact Fee Credits until the entire amount is paid in full.

D. In accordance with the Chapter 163, Florida Statutes and Section 17, Impact Fees, of County Code of Ordinances (hereinafter referred as the "County Code"), the City requires developers to pay certain school impact fees for the purpose of paying their fair share of the impacts attributable to development in the County, and on the County's school system.

E. The County and the School Board must provide a means by which the developer will pay a proportionate fair share of the cost of providing the school facilities necessary to serve the development. The County's school impact fee ordinance provides a mechanism for credits against school impact fees for qualifying contributions by developers in the County for contributions of money.

F. The School Board has requested, and the Developer has agreed to pay the School Concurrency and Capacity Proportionate Share Payment to the School Board for school capacity, mitigation and concurrency in exchange for the release of the obligation to donate a school site under the DRI and release of all other obligations under ARTICLE III for payment of equipment or construction of recreational facilities.

G. In exchange for the payment of the School Concurrency and Capacity Proportionate Payment, the Developer shall be entitled to Two Million and No/100 Dollars (\$2,000,000.00) ("Impact Fee Credits") in school impact fee credits to be utilized within zone 8 and One Million and No/100 Dollars (\$1,000,000.00) shall be a donation ("Donation") to the School Board for student capacity, concurrency and mitigation for the

entire Hunter's Ridge DRI constituting school capacity and concurrency for 1881 residential units.

H. The Parties agree that the District shall provide the Developer a dollar-for-dollar credit in the amount of Two Million and No/100 Dollars (\$2,000,000.00) in school impact fee credits in the form of the Flagler County Educational Impact Fee Voucher attached hereto as Exhibit "C". Developer may assign the impact fee credits, in whole or in part to third-party(ies). Should the school impact fee or exaction be greater than the above-described credit, the Developer/assignee shall pay the difference at the time the school impact fees are due. The Developer/assignee shall provide the voucher to the local government at the time of the impact fee payment.

I. This Agreement is consistent with the County's Comprehensive Plan, concurrency management system, and all land development regulations, and this Agreement does not replace, supersede, or grant variances to those regulations.

J. The School Board and the Developer now desire to enter into this Agreement to set forth the duties and obligations for such contributions to the School Board, and the school impact fee credits to which the Developer will be entitled.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all parties, the parties hereto agree as follows:

1. **Recitals and Definitions.** The recitals herein contained are true and correct and are incorporated herein by reference. All capitalized terms not otherwise defined herein shall be as defined or described in the County's Land Development Code as it may be amended from time to time, unless otherwise indicated.
2. **School Board Waiver and Consent.** School Board hereby agrees and consents to the deletion and removal of the Developer's requirement in the Hunter's Ridge DRI to donate a school site in Article III, of Exhibit "A", Special Conditions as set forth on Exhibit "B" attached hereto. In consideration of the removal and deletion of the obligations set forth in Article III of the Hunter's Ridge DRI, the Developer shall pay the School Concurrency and Capacity Proportionate Share Payment to the School Board on or before 18 months from the date of the adoption of the Ordinance approving a Notice of Provisional Change by the Flagler County Commission adopting the terms hereof into the Hunter's Ridge DRI.
3. **Impact Fee Credits.** In consideration of the Concurrency and Capacity Proportionate Share Payment made by Developer, the Developer shall be entitled to the qualifying Impact Fee Credits. As such payments are made, one third of

any partial payment shall be apportioned against the Donation and two thirds of any partial payment shall be apportioned to the Impact Fee Credits. The School Board and County agree that the Developer and its successors-in-interest shall enjoy the benefit of qualifying for a credit against any School Impact Fees that may be assessed against the Project and any new construction on the Property up to Two Million and No/100 Dollars (\$2,000,000.00).

4. **Transferability of Impact Fee Credits.** The Impact Fee Credits shall be applicable to School Impact Fees that may be assessed against the Project and for any new construction on the Property. The Impact Fee Credits (vouchers) are assignable and transferable at any time after establishment from one development or parcel to any other that is within the same impact fee zone or impact fee district, or that is within an adjoining impact fee zone or impact fee district within the same local government jurisdiction and receives benefits from the improvement or contribution that generated the credits. In no event shall the Developer or its successor in interest enjoy the benefit of the Impact Fee Credit more than ten (10) years from the Effective Date (*defined below*) of this Agreement. Any unused credit qualification shall be forfeited at the expiration of such ten (10) year period, and in no event shall it be reimbursed or redeemable for cash or other valuable consideration other than the Impact Fee Credit as described herein. ~~The School Board and County agree that any and all School Impact Fees it receives from the Property, regardless of who the current owner of the Property, or any portion thereof, may be, shall be forwarded directly to Developer up to the total amount of the Impact Fee Credits, if said fees are received within ten (10) years from the Effective Date of this Agreement.~~ In the event no Impact Fees are imposed or Impact Fees are eliminated, School Board shall not owe Developer or be liable to Developer for any money compensation or other consideration as a result of this Agreement.
5. **Vesting.** The parties hereto recognize that the Property is within the jurisdiction of the County, and that the County has jurisdiction over the Property for permitting purposes, aside from any other state, federal or regional permitting requirements. The parties further acknowledge and agree that, so long as the Developer obtains a building permit within one year of the Effective Date of this Agreement, the Project shall be fully vested against school concurrency for a period of ten (10) years from the Effective Date of this Agreement as provided in Paragraph 8 below. The School Board and County acknowledges that it shall treat the Project as already existing and shall not issue building permits for other projects which would utilize or consume any of the capacity vested for the Project.
6. **Agreement Recording, Effective Date, and Duration.** Within fourteen (14) days after this Agreement has been executed by all parties hereto, the County or School Board, or at the County's request, the Developer shall record this Agreement with the clerk of the circuit court of Flagler County. Said recording, whether done by the County or the Developer, shall be at the Developer's sole cost and expense. This Agreement shall become effective when it has been so recorded in the Public

Records of Flagler County, Florida (the "**Effective Date**"). Unless terminated earlier by either party as provided herein, this Agreement shall remain in effect for a period of ten (10) years. The duration of this Agreement may be extended by mutual agreement of the parties in writing.

7. **Enforcement.** Both parties may seek specific performance of this Agreement and/or bring an action for damages in a court within Flagler County, Florida, if this Agreement is breached by either party. In the event that enforcement of this Agreement by the County or School Board or Developer becomes necessary, and the non-prevailing party shall be responsible for the payment of any and all of the prevailing parties costs and expenses, including attorney fees, whether or not litigation is necessary and, if necessary, both at trial and on appeal. Should this Agreement require the payment of any monies to the County or School Board, the recording of this Agreement shall constitute a lien upon the Property for said monies, until said monies are paid, in addition to such other obligations as this Agreement may impose upon the Property and the Developer.
8. **Notices.** All notices, demands and correspondence required or provided for under this Agreement shall be in writing and delivered in person or dispatched by certified mail, postage prepaid, return receipt requested. Notice required to be given shall be addressed as follows:

If to Developer:

US Capital Alliance, LLC.
c/o Hunter's Ridge Acquisition and
Development, LLC.
Attention: Glen Fishman, Manager
880 Airport Road, Ste 113
Ormond, Florida 32174
Email:
Ph.:

With a copy to:

Kim C. Booker, Esq.
Booker & Associates, P.A.
1019 Town Center Drive, Ste 201
Orange City, Florida 32763
Email: kbooker@bookerandassoc.com
Ph.: (386) 774 6552

If to the County:

County Manager, Flagler County
1769 E. Moody Blvd, Building 2, Third Floor
Bunnell, Florida 32110
Ph:

With a Copy to:

Planning & Development Services Director
Flagler County
1769 E. Moody Blvd, Building 2,

Bunnell, Florida 32110

And a Copy to:

County Attorney – General Counsel
Attn: Al Hadeed, Esquire
1769 Moody Blvd, Building 2
Bunnell, Florida 32110
Email: alhadeed@flagler.org
Ph.:

If to the School District

Flagler County School Board
1769 E. Moody Blvd., Bldg. 2
Bunnell, Florida 32110
(386) 437-7526

And a Copy to:

School Board Attorney
Attn: Kristy Gavin, Esquire
1769 E. Moody Blvd., Building 2
Bunnell, Florida 32110
(386) 437-7526

Should any party identified above change, it shall be said party's obligation to notify the remaining parties of the change in a fashion as is required for notices herein. It shall be the Developer's obligation to identify its lender(s) to all parties in a fashion as is required for notices herein.

9. **Miscellaneous.** The execution of this Agreement has been duly authorized by the appropriate body of each of the parties hereto. Each party has complied with all the applicable requirements of law and has full power and authority, to comply with the terms and conditions of this Agreement. The venue of any litigation arising out of this Agreement shall be Flagler County, Florida. The exhibits attached hereto and incorporated by reference herein is by such attachment and incorporation made a part of this Agreement for all purposes. The fact that one of the parties to this Agreement may be deemed to have drafted or structured the provisions of this Agreement, whether in whole or in part, shall not be considered in construing or interpreting any particular provision hereof, whether in favor of or against such party. The terms and conditions of this Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement is solely for the benefit of the parties hereto and their respective successors and assigns, and no right or cause of action shall accrue upon or result by reason hereof or for the benefit of any third party not a formal party hereto. Nothing in this Agreement whether express or implied, is intended or shall be

construed to confer upon any person other than the parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions hereof. This Agreement may not be changed, amended, or modified in any respect whatsoever, nor may any covenant, condition, agreement, requirement, provision, or obligation contained herein be waived, except in writing signed by all of the parties hereto. Failure to enforce any provision of this Agreement by any party shall not be considered a waiver of the right to later enforce that or any provision of this Agreement.

10. **Attorneys' Fees.** Should any litigation arise between the parties, the prevailing party shall be entitled to collect from the non-prevailing party, all of the prevailing party's fees and costs, at all trial and appellate levels.
11. **Captions.** Headings of a particular paragraph of this Agreement are inserted only for convenience and are in no way to be construed as part of the agreement or as a limitation of the scope of the paragraphs to which they refer.
12. **Severability.** If any part of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way. If any party's execution of this Agreement is deemed invalid for any particular purpose, the sections for which the execution is valid shall remain in full force and effect.
13. **Binding Effect.** This Agreement shall run with the land, shall be binding upon and inure to the benefit of the Developer and their successors and assigns in interest, and the County and their successor and assigns in interest and the School Board and their successors and assigns in interest. This Agreement does not, and is not intended to, prevent or impede the County or School Board from exercising its legislative authority as the same may affect the Property.
14. **Subsequently Enacted State or Federal Law.** If either state or federal law is enacted after the Effective Date of this Agreement that is applicable to and precludes the parties' compliance with the terms of this Agreement, this Agreement shall be modified or revoked, as is necessary, to comply with the relevant state or federal law.
15. **Applicable Law/Venue.** This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida. Venue of any litigation relating to this Agreement shall be in the courts of Flagler County, Florida.
16. **Time of the Essence.** Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement.
17. **Agreement; Amendment.** This Agreement constitutes the entire agreement between the parties, and supersedes all previous discussions, understandings and

agreements, with respect to the subject matter hereof; provided, however, that it is agreed that this Agreement is supplemental to the County's Comprehensive Plan and does not in any way rescind or modify any provisions of the County's Comprehensive Plan. Amendments to and waivers of the provisions of this Agreement shall be made by the parties only in writing by formal amendment.

[Remainder of this page left blank. Signature page follows.]

Unofficial Copy

IN WITNESS WHEREOF, the Developer and the City have executed this Agreement.

Signed, sealed and delivered
in the presence of:

Witness 1

Markene Hart
Print Name of Witness 1

Witness 2

Jill Kosow
Print Name of Witness 2

"Developer"

US CAPITAL ALLIANCE, LLC, a Florida
limited liability company,

By: Hunter's Ridge Acquisition and
Development LLC, a Florida limited
liability company, its Manager

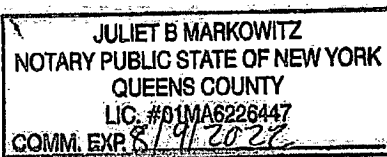
By:

Glen Fishman, Manager

STATE OF ~~FLORIDA~~ New York
COUNTY OF New York

The foregoing instrument was acknowledged before me by means of ☐ physical
presence, or ☐ online notarization, this 15th day of February, 2022 by Glen Fishman,
Manager of Hunter's Ridge Acquisition and Development, LLC, a Florida limited liability
company, the Manager of US CAPITAL ALLIANCE, LLC, a Florida limited liability
company, ☐ who is personally known to me, or ☒ produced
Driver's License as identification.

[Affix Notary Stamp]



Juliet Markowitz
Signature of Notary Public
Printed Name: Juliet Markowitz
Commission No.: 01MA6226447
Commission Expires: 8/9/2022

[Signature page for the Flagler County School Board follows.]

FLAGLER COUNTY SCHOOL BOARD, a
district of the State of Florida

By: [Signature]

Date: 2-15-2022

ATTEST:

By: [Signature]

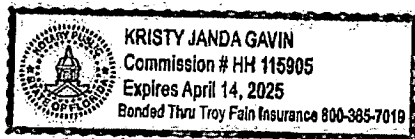
Date: 2/15/22

Mailing Address:
Flagler School Board

STATE OF FLORIDA)
COUNTY OF FLAGLER)

The foregoing instrument was acknowledged before me by means of ☒ physical presence, or ☐ online notarization, this 15th day of February, 2022 by Trevor Tucker and Cathy Mattelstadt, who are personally known to me and acknowledge executing the same freely and voluntarily under authority vested in them by the FLAGLER COUNTY SCHOOL BOARD, Florida.

[Affix Notary Stamp]



[Signature]
Signature of Notary Public
Printed Name: Kristy J. Gavin
Commission No.: _____
Commission Expires: _____

Approved as to form and legality for use and
reliance by the **COUNTY OF FLAGLER**, Florida

By: _____
Print name: _____
Title: _____

Approved by Commission: _____
Flagler County Commission Chairman: _____
Clerk of Flagler County: _____

[Exhibits follow.]

Exhibit A- Legal Description of School Site

45 acre School site as conceptually depicted on the Master Development Plan and referenced within Article III, Exhibit A of the Special Conditions of the Hunter's Ridge DRI

Unofficial Copy

Exhibit "B"

Amendment to Hunter's Ridge DRI to be approved by County of Flagler

Unofficial Copy

Hunter's Ridge Development Order

_____, 2022

Exhibit A
HUNTER'S RIDGE DRI DEVELOPMENT ORDER

remain undivided) or the platting process (if the property is proposed to be subdivided); or

- b. Follow the Planned Unit Development (PUD) approval process for the specific use permitted within the cluster. If the property is to remain undivided, the site plan approval process may be pursued. If the property is proposed to be subdivided, the platting process shall be followed; or
- c. If only portions of the cluster are proposed to be developed or a phased approach to development of the cluster is desired, a master concept plan shall be prepared for the entire cluster and the specific portion of the cluster to be developed shall follow the development processes listed in a. or b. above.

In addition to these processes, applicable concurrency requirements within this DRI Development Order shall still apply, as well as stormwater and environmental permitting, building permits, applicable impact fees, and other applicable local, state, and federal regulations.

Section III. Concurrency

[Note: For purposes of the DRI Development Order's Concurrency obligations, the term "Developer" shall be utilized; however, in its context herein, "Developer" shall be synonymous with "Owner" and "Applicant" as previously referenced.]

1. **Education.** The Developer has previously prepared a deed for an approximately 45 acre school site on Airport Road to the Flagler County School Board, which has not yet been recorded and was returned to the Developer.

a. **Educational Facilities.** The Developer, the Flagler County School Board, and Flagler County have agreed to allow the Developer to pay the sum of \$3,000,000.00 ("School Concurrency and Capacity Proportionate Share Payment") to the Flagler County School Board to satisfy all of its capacity, mitigation and concurrency requirements for the development within the Hunter's Ridge DRI Property. In exchange for said School Concurrency and Capacity Proportionate Share Payment, the Developer shall receive the sum of \$2,000,000.00 ("School Impact Fee Credits") in school impact fee credits from the County and the balance of \$1,000,000.00 ("Donation") shall be a donation by the

Hunter's Ridge Development Order

_____, 2022

Exhibit A
HUNTER'S RIDGE DRI DEVELOPMENT ORDER

Developer. Such credits shall be automatically granted by the County when payment is made in part or in full and such amounts shall be deposited in an impact fee credit account held by the County of Flagler that may be assigned by the Developer to third parties. One-Third of any partial payments made by the Developer to the School Board shall be credited against the Donation and two-thirds of any partial payments made by the Developer to the School Board shall be deposited as an Impact Fee Credit. The entire sum of the School Concurrency and Capacity Proportionate Share Payment shall be due no later than 18 months from the date of the approval by the Flagler County Commission of the NOPC incorporating these changes and incorporating herein as Exhibit 7, attached hereto, the School Board Impact Fee Credit Agreement executed between the Flagler County School Board and the Developer. All prior conditions or requirements under this Article III shall be waived.

b. **Education Transportation.** The previous Developer paid \$140,000 – as part of the \$1,170,000 Developer payment made on November 16, 2010 – to the Flagler County School Board to be used to purchase one (1) 80-passenger school bus.

2. Fire Protection/Emergency Medical Services.

- a. **Site.** The Developer has previously issued a deed for an approximately 6.21 acre site to Flagler County for the purpose of constructing a public safety facility. As of the date of the approval of this DRI D.O., Flagler County has not accepted and recorded the deed conveying this parcel. The Developer is hereby authorized to utilize this site as for residential property provided that the Developer conveys an alternative site consisting of a minimum of five (5) upland acres within the Regional Park or an alternate site with direct road access, said alternative site conditioned upon acceptance by the County. The deed for the parcel previously received shall be returned by the County to the Developer within sixty (60) days after receipt of a warranty deed from the Developer to the County conveying the alternative site parcel. The Developer shall be responsible for providing a warranty deed, paid taxes, and title insurance for this public safety site or any site subsequently conveyed. The Developer shall provide the property in an acceptable manner by the time periods set forth below. The location of the public safety site may be modified in the future by agreement between the Developer and Flagler County

Exhibit C- Form of Voucher

Unofficial Copy



FLAGLER COUNTY EDUCATIONAL IMPACT FEE VOUCHER

Voucher No: ____ / ____

Pursuant to the Proportionate Share Mitigation Agreement between Flagler County School Board (FCSB) and _____ made on _____, 2021, _____ is entitled to ____ school impact fee credits on a dollar for dollar basis, by providing Proportionate Share Mitigation in the amount of \$_____ to reserve capacity, pursuant to Florida law. Each credit shall be for one (1) single-family residential unit education impact fee, but in an amount not to exceed \$_____. This voucher shall be applied to the single-family residential unit educational impact fee due from a permit application for the below-described lot/unit, pursuant to the Proportionate Share Mitigation Agreement for the _____ Development, File Number 21-_____.

Builder:

Street Address:

Lot/Parcel ID:

Signature of Builder: _____

Date:

(Signature of an Authorized Agent of the School Board)

ONCE A CERTIFICIATE IS REDEEMED A COPY MUST BE RETURNED TO FCSB PLANNERS OFFICE

P.O. Box 755

Bunnell, FL 32110

Kim Booker

From: Kim Booker
Sent: Wednesday, March 23, 2022 4:36 PM
To: Scott Simpson
Cc: Noah McKinnon; Hayes, Randy; Glen Fishman; Jake Beren
Subject: RE: Hunter's Ridge Proposed Deed to Ormond Beach
Attachments: Hunters Ridge Warranty Deed (Conservation Land) v4- ormond clean 32322.doc; TRACT D LEGAL.docx; survey of conservation area.pdf; Permit 22838-47.pdf; Hunters Ridge Warranty Deed (Conservation Land) v3- ormond redline 32322.doc

Scott,

Please see the responses in red to your questions below and I have made a couple of minor revisions to the Special Warranty Deed to clean up the defined term "Project" and remove the reference to the SJRWMD at the top. I have attached a copy of the survey, legal description, redlined and clean version of the Special Warranty Deed and the SJRWMD Conceptual Permit. The developer is in the process of modifying said permit to include the Ormond Beach side for the pending projects south of Airport Road. There is also an existing 50 acre conservation easement recorded on the conservation area as shown on the survey for an already existing permit outside the Conceptual Permit.

Finally, the responses to your questions are in red below:

- 1) In attachment "C" there are references to Project. Is the Project the Hunters Ridge development or is it referring to a restoration project? **The Project refers to the Hunter's Ridge Development Order. I revised the document so that the definition was more clear.**
- 2) When we last met there was a discussion about a borrow pit. Is the 33 acre borrow pit referenced in the deed the existing borrow pit? **Yes.** What is the size of the current borrow pit, including depth? Do you have any permits or other governmental authorization for the existing borrow pit? **The referenced borrow pit is going to be expanded and deepened by the Developer as a fire lake and permit applications are in the process of being completed. The existing pit is approximately 5.6 acres. The depth varies, however, it appears to be shallow, estimated at approximately 4'. There are no known prior permits for the existing borrow pit and we believe that it was existing at the time Hunter's Ridge submitted its application for the DRI.**
- 3) Can you provide a copy of Conceptual Permit No. 22838-47. **Attached is a copy of the conceptual permit.**

One of the reasons my client requested an additional in person meeting was to clarify and discuss all of these items in more detail. However, the City has denied several such request to meet with my client. We are still open to meeting to discuss any of these matters to that we may create a clear and reasonable process for future development and the mitigation process under the DRI. Historically, the conservation easements were addressed on an individual project basis and the conservation easements were recorded at the time of the permit issuance as such is required by the DRI. Let me know if you have any further questions or comments. I look forward to working with you on this matter.

Kim C. Booker, Attorney at Law
Booker & Associates, P.A.
1019 Town Center Drive, Suite 201
Orange City, Florida 32763
Telephone (386) 774-6552
Fax (386) 774 -5997

This communication is intended to be a confidential and privileged communication protected by attorney client privilege. If you are the unintended recipient of this communication, please notify my office immediately at 386 774 6552. Due to increased risk of fraud, please confirm any and all wiring instructions before sending any wires to our office.

From: Scott Simpson <scott.scottsimpsonlaw@gmail.com>

Sent: Monday, March 14, 2022 2:40 PM

To: Kim Booker <kbooker@bookerandassoc.com>

Cc: Noah McKinnon <nmckinnon@mckinnonandmckinnonpa.com>; Hayes, Randy <Randy.Hayes@ormondbeach.org>

Subject: Hunter's Ridge Proposed Deed to Ormond Beach

Kim:

As you know, Noah and I are working with Randy Hayes, City Attorney for Ormond Beach, in regards to Hunter's Ridge, specifically the proposed transfer of property from your client. I have reviewed the proposed deed along with other documents that you provided to Randy and below are some questions:

- 1) In attachment "C" there are references to Project. Is the Project the Hunters Ridge development or is it referring to a restoration project?
- 2) When we last met there was a discussion about a borrow pit. Is the 33 acre borrow pit referenced in the deed the existing borrow pit? What is the size of the current borrow pit, including depth? Do you have any permits or other governmental authorization for the existing borrow pit?
- 3) Can you provide a copy of Conceptual Permit No. 22838-47.

Thank you for your assistance.

--

Scott E. Simpson

Scott E. Simpson, P.A.

595 West Granada Blvd., Suite A

Ormond Beach, FL 32174

Telephone - (386) 677-3431

Facsimile - (386) 673-0748

scott.scottsimpsonlaw@gmail.com

NOTE: The information contained in this message may be privileged and confidential and protected from disclosure. If the reader of this message is not the intended recipient, or an employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this message in error, please notify Scott Simpson at scott.scottsimpsonlaw@gmail.com immediately by replying to the message and deleting it from your computer. Thank you.

Mary Murphy

From: Christine Wentzel <cwentzel@sjrwmd.com>
Sent: Thursday, April 13, 2023 9:33 AM
To: Finley, Shawn
Cc: Tanya Alvarez; Jessica Quiggle; Regulatory Compliance Data Submittal; Jake Beren
Subject: RE: Hunter's Ridge Parcel Site Visit Item Number 1465577

Hi There Shawn!! It is my understanding that the property owner would like to have member(s) of their team at the meeting and they are not available on Monday. Once you have coordinated with them, please let me know if you still need me to attend since they will be available to show you around and answer any questions about the site itself. I am going to cancel the meeting invite I sent and look forward to hearing from you. Have a great day!!

Christine Wentzel
Regulatory Manager
Regulatory, Engineering and Environmental Services
Bureau of Environmental Resource Regulation
St. Johns River Water Management District
Jacksonville Service Center
7775 Baymeadows Way, Suite 102
Jacksonville, Florida 32256
Office: (904) 448-7900 Cell: (904) 222-1395
Email: cwentzel@sjrwmd.com
Website: www.sjrwmd.com
Connect with us: [Newsletter](#), [Facebook](#), [Twitter](#), [Instagram](#), [YouTube](#), [Pinterest](#)



www.sjrwmd.com/ePermit

From: Christine Wentzel
Sent: Monday, April 10, 2023 9:50 AM
To: Finley, Shawn <Shawn.Finley@ormondbeach.org>
Cc: Tanya Alvarez <TAlvarez@sjrwmd.com>; Jessica Quiggle <JQuiggle@sjrwmd.com>; Regulatory Compliance Data Submittal <ComplianceSupport@sjrwmd.com>
Subject: Hunter's Ridge Parcel Site Visit Item Number 1465577

Sounds Great Shawn! I just sent an invite. Are there any materials you want me to bring from our files??

Christine Wentzel
Regulatory Manager
Regulatory, Engineering and Environmental Services
Bureau of Environmental Resource Regulation
St. Johns River Water Management District
Jacksonville Service Center
7775 Baymeadows Way, Suite 102
Jacksonville, Florida 32256
Office: (904) 448-7900 Cell: (904) 222-1395
Email: cwentzel@sjrwmd.com
Website: www.sjrwmd.com
Connect with us: [Newsletter](#), [Facebook](#), [Twitter](#), [Instagram](#), [YouTube](#), [Pinterest](#)



From: Finley, Shawn <Shawn.Finley@ormondbeach.org>

Sent: Monday, April 10, 2023 8:24 AM

To: Christine Wentzel <cwentzel@sjrwmd.com>

Subject: RE: Hunter's Ridge Parcel Site Visit

Thank you Christine. April 17 would work great for me; I can be available anytime after 11:00 as well, let me know what works for you (1:00?) and I will meet you at the gate on SR 40. I will notify the property owner and confirm the gate code .

Looking forward to seeing you, thank you again for your assistance.

Shawn

From: Christine Wentzel <cwentzel@sjrwmd.com>

Sent: Monday, April 10, 2023 7:50 AM

To: Finley, Shawn <Shawn.Finley@ormondbeach.org>

Cc: Tanya Alvarez <TAlvarez@sjrwmd.com>; Jessica Quiggle <JQuiggle@sjrwmd.com>

Subject: Re: Hunter's Ridge Parcel Site Visit

[External Email-Use Caution] - OB/IT Helpdesk

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hi there Shawn!! I can meet you on April 17 after 11 or April 20 anytime except between 11-12. I have a couple other meetings I'm trying to coordinate at a nearby site, so if you could let me know what works for you as soon as you can, that would be great. Thanks a ton!!

Sent from my iPhone

On Apr 6, 2023, at 1:41 PM, Finley, Shawn <Shawn.Finley@ormondbeach.org> wrote:

Christine and Tonya-

When our offices met via Zoom a few weeks ago (through Jessica Quiggle and Randy Hayes) it was discussed that you may have some availability to take an abbreviated walk through the 260± acre property fronting SR 40 here in Ormond Beach. Since our meeting I have met with Jake Beren from Hunter's Ridge who has given me preliminary permission to again visit the site. If there is still availability by you, or someone from your staff I would appreciate your time to take a tour of the main paths on the site. Let me know your availability, and I will confirm with Mr. Beren permission to visit on that date and the current lock combination.

Thank you for your assistance.

Shawn Finley, P.E.
City of Ormond Beach
Public Works Director
501 N. Orchard Street

Ormond Beach, Florida 32174
386-676-3292 (office)
386-872-2755 (cell)

Notice: Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

We value your opinion. Please take a few minutes to share your comments on the service you received from the District by clicking this [link](#)

Notices

- Emails to and from the St. Johns River Water Management District are archived and, unless exempt or confidential by law, are subject to being made available to the public upon request. Users should not have an expectation of confidentiality or privacy.
- Individuals lobbying the District must be registered as lobbyists (§112.3261, Florida Statutes). Details, applicability and the registration form are available at <http://www.sjrwmd.com/lobbyist/>

Notice: Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

We value your opinion. Please take a few minutes to share your comments on the service you received from the District by clicking this [link](#)

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- Individuals lobbying the District must be registered as lobbyists (§112.3261, Florida Statutes). Details, applicability and the registration form are available at <http://www.sjrwmd.com/lobbyist/>

This deed is being rerecorded to correct the Permit No. and replace the legal description in that certain deed recorded in Official Instrument #2023082994 in Official Records Book 8398, Page 188, in the Public Records of Volusia County, Florida

Prepared by:
Joe Brinson
Environmental Services, Inc.
7220 Financial Way, Suite 100
Jacksonville, FL 32256

Return original or certified recorded document to:
(Insert name and address
of WMD or DEP)
Office of General Counsel
St. Johns River Water Management District
P.O. Box 1429
Palatka, FL 32177

Amended Deed of Conservation Easement Standard

THIS DEED OF CONSERVATION EASEMENT ("Conservation Easement") is given this ____ day of _____ 2023, by US Capital Alliance, LLC ("Grantor") whose mailing address is 880 Airport Road, Suite 113, Ormond Beach, Florida 32174 to St Johns River Water Management District ("Grantee"). As used herein, the term "Grantor" shall include any and all heirs, successors, or assigns of the Grantor, and all subsequent owners of the "Conservation Easement Area" (as hereinafter defined) and the term "Grantee" shall include any successor or assignee of Grantee.

WITNESSETH

WHEREAS, the Grantor is the fee simple owner of certain lands situated in Volusia County, Florida, and more specifically depicted on the location map in Exhibit "A" attached hereto and incorporated herein (the "Property"); and

WHEREAS, Permit No. 180136-2 ("Permit") and any modifications thereto issued by the Grantee authorizes certain activities which could affect wetlands or other surface waters in or of the State of Florida; and

WHEREAS, the Grantor, in consideration of the consent granted by the Permit or other good and valuable consideration provided to Grantor, is agreeable to granting and securing to the Grantee a perpetual Conservation Easement as defined in Section 704.06, Florida Statutes (F.S.), over the area of the Property described on Exhibit "B" ("Conservation Easement Area"); and

WHEREAS, Grantor grants this Conservation Easement as a condition of the Permit, solely to off-set or prevent adverse impacts to natural resources, fish and wildlife, and wetland functions; and

WHEREAS, Grantor desires to preserve the Conservation Easement Area in perpetuity in its natural condition, or, in accordance with the Permit, in an enhanced, restored, or created condition; and

NOW, THEREFORE, in consideration of the issuance of the Permit to construct and operate the permitted activity, and as an inducement to Grantee in issuing the Permit, together with other good and valuable consideration provided to the Grantor, the adequacy and receipt of which are hereby acknowledged, Grantor hereby voluntarily grants, creates, conveys, and establishes a perpetual Conservation Easement for and in favor of the Grantee upon the area of the Property described on Exhibit "B" which shall run with the land and be binding upon the Grantor, and shall remain in full force and effect forever.

The scope, nature, and character of this Conservation Easement shall be as follows:



1. **Recitals.** The recitals hereinabove set forth are true and correct and are hereby incorporated into and made a part of this Conservation Easement.

2. **Purpose.** It is the purpose of this Conservation Easement to retain land or water areas in their existing, natural, vegetative, hydrologic, scenic, open, or wooded condition and to retain such areas as suitable habitat for fish, plants, or wildlife in accordance with Section 704.06, F.S. Those wetland and upland areas included in this Conservation Easement which are to be preserved, enhanced, restored, or created pursuant to the Permit (or any modification thereto) and any Management Plan attached hereto as Exhibit "C" ("Management Plan") which has been approved in writing by the Grantee, shall be retained and maintained in the preserved, enhanced, restored, or created condition required by the Permit (or any modification thereto).

To carry out this purpose, the following rights are conveyed to Grantee by this Conservation Easement:

a. To enter upon the Conservation Easement Area at reasonable times with any necessary equipment or vehicles to inspect, determine compliance with the covenants and prohibitions contained in this Conservation Easement, and to enforce the rights herein granted in a manner that will not unreasonably interfere with the use and quiet enjoyment of the Conservation Easement Area by Grantor at the time of such entry; and

b. To proceed at law or in equity to enforce the provision of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and to require the restoration of such areas or features of the Conservation Easement Area that may be damaged by any activity or use that is inconsistent with this Conservation Easement.

3. **Prohibited Uses.** Except for activities that are permitted or required by the Permit (or any modification thereto) (which may include restoration, creation, enhancement, maintenance, monitoring activities, or surface water management improvements) or other activities described herein or in the Management Plan (if any), any activity on or use of the Conservation Easement Area inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities are expressly prohibited in or on the Conservation Easement Area:

a. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;

b. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;

c. Removing, destroying or trimming trees, shrubs, or other vegetation, except:
i. The removal of dead trees and shrubs or leaning trees that could cause damage to property is authorized;

ii. The destruction and removal of noxious, nuisance or exotic invasive plant species as listed on the most recent Florida Exotic Pest Plant Council's List of Invasive Species is authorized;

iii. Activities authorized by the Permit or described in the Management Plan or otherwise approved in writing by the Grantee are authorized; and

iv. Activities conducted in accordance with a wildfire mitigation plan developed with the Florida Forest Service that has been approved in writing by the Grantee are authorized. No later than thirty (30) days before commencing any activities to implement the approved wildfire mitigation plan, Grantor shall notify the Grantee in writing of its intent to commence such activities. All such activities may only be completed during the time period for which the Grantee approved the plan;

d. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;

e. Surface use except for purposes that permit the land or water area to remain in its natural, restored, enhanced, or created condition;

f. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking, clearing, and fencing;

g. Acts or uses detrimental to such aforementioned retention of land or water areas; and

h. Acts or uses which are detrimental to the preservation of the structural integrity or physical appearance of sites or properties having historical, archaeological, or cultural significance.

4. **Grantor's Reserved Rights.** Grantor reserves all rights as owner of the Conservation Easement Area, including the right to engage or to permit or invite others to engage in all uses of the Conservation Easement Area that are not prohibited herein and which are not inconsistent with the Permit (or any modification thereto), Management Plan, or the intent and purposes of this Conservation Easement.

5. **No Dedication.** No right of access by the general public to any portion of the Conservation Easement Area is conveyed by this Conservation Easement.

6. **Grantee's Liability.** Grantee's liability is limited as provided in Sections 704.06(10) and 768.28, F.S. Additionally, Grantee shall not be responsible for any costs or liabilities related to the operation, upkeep, or maintenance of the Conservation Easement Area.

7. **Enforcement.** Enforcement of the terms, provisions, and restrictions of this Conservation Easement shall be at the reasonable discretion of Grantee, and any forbearance on behalf of Grantee to exercise its rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Grantee's rights hereunder. Grantee shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement.

8. **Taxes.** When perpetual maintenance is required by the Permit, Grantor shall pay before delinquency any and all taxes, assessments, fees, and charges of whatever description levied on or assessed by competent authority on the Conservation Easement Area, and shall furnish the Grantee with satisfactory evidence of payment upon request.

9. **Assignment.** Grantee will hold this Conservation Easement exclusively for conservation purposes. Grantee will not assign its rights and obligations under this Conservation Easement except to another organization or entity qualified to hold such interests under the applicable state laws.

10. **Severability.** If any provision of this Conservation Easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Conservation Easement shall not be affected thereby, as long as the purpose of the Conservation Easement is preserved.

11. **Terms and Restrictions.** Grantor shall insert the terms and restrictions of this Conservation Easement in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in the Conservation Easement.

12. **Written Notice.** All notices, consents, approvals, or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.

13. **Modifications.** This Conservation Easement may be amended, altered, released, or revoked only by written agreement between the parties hereto or their heirs, assigns, or successors-in-interest, which shall be filed in the public records in Volusia County, Florida.

14. **Recordation.** Grantor shall record this Conservation Easement in timely fashion in the Official Records of Volusia County, Florida, and shall rerecord it at any time Grantee may require to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this Conservation Easement in the public records. Grantor will hold Grantee harmless from any recording costs or taxes necessary to record this Conservation Easement in the public records.

TO HAVE AND TO HOLD unto Grantee forever. The covenants, terms, conditions, restrictions, and purposes imposed with this Conservation Easement shall be binding upon Grantor, and shall continue as a servitude running in perpetuity with the Conservation Easement Area.

Grantor hereby covenants with Grantee that Grantor is lawfully seized of said Conservation Easement Area in fee simple; that the Conservation Easement is free and clear of all encumbrances that are inconsistent with the terms of this Conservation Easement; all mortgages and liens on the Conservation Easement Area, if any, have been subordinated to this Conservation Easement; that Grantor has good right and lawful authority to convey this Conservation Easement; and that it hereby fully warrants and defends record title to the Conservation Easement Area hereby conveyed against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, US Capital Alliance, LLC ("Grantor") has hereunto set its authorized hand this 24 day of May, 2023.

U.S. Capital Alliance

☐ A Florida corporation or ☒ a limited liability company (choose one)

By: Hunter's Ridge Acquisition and Development, LLC., a Delaware limited liability company, its Manager
By: Hunter's Ridge Manager, LLC., a Delaware limited liability company, its Manager

By: _____
(Signature)

Name: Glen Fishman
(Print)

Title: Manager

Signed, sealed and delivered in our presence as witnesses:

By: _____
(Signature)

Name: Mario S. Garcia
(Print)

By: _____
(Signature)

Name: Jacob Techberg
(Print)

STATE OF FLORIDA
COUNTY OF VOLUSIA

On this 24 day of May, 2023, before me, by means of ☒ physical presence or ☐ online notarization, the undersigned notary public, personally appeared Glen Fishman, as Manager of Hunter's Ridge Manager, LLC, a Delaware limited liability company, as Manager of Hunter's Ridge Acquisition and Development, LLC, a Delaware limited liability company, as Manager of US Capital Alliance, LLC, and acknowledged that he executed the same on behalf of said ☐ corporation, or ☒ limited liability company (choose one) and the he was duly authorized to do so. He is personally known to me or has produced a FL DL (state) driver's license as identification.

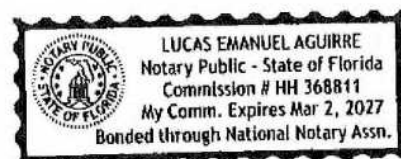
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

(Signature)

Lucas Emanuel Aguirre
(Name)

My Commission Expires: Mar 2, 2027



MORTGAGEE JOINDER, CONSENT AND SUBORDINATION

For Ten Dollars (\$10.00) and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, Metropolitan Partners Group Administration, LLC, a Delaware limited liability company, the owner and holder of a mortgage dated April 15, 2021, in the original principal amount of \$24,500,000.00, given by Hunter's Ridge Acquisition and Development LLC, a Delaware limited liability company, Little Tomoka Land Trust Dated January 15, 2021, a Florida land trust, US Capital Alliance, LLC, a Florida limited liability company and Hunter's Ridge Residential Golf Properties, Inc., a Florida corporation ("Grantor") to Metropolitan Partners Group Administration, LLC, a Delaware limited liability company ("Mortgagee"), encumbering the real property described on Exhibit "B" attached hereto ("Conservation Easement Area"), which is recorded in Official Records Book 2553, Page 1411, as Official Records Instrument Number 2021021818, in the Public Records of Flagler County, Florida and recorded in Official Records Book 8039, Page 3269, as Official Records Instrument Number 2021101078, in the Public Records of Volusia County, Florida, (together with that certain Assignment of Leases and Rents recorded in Official Records Book 2553, Page 1444, as Official Records Instrument Number 2021021819, in the Public Records of Flagler County, Florida, and recorded in Official Records Book 8039, Page 3302, as Official Records Instrument Number 2021101079, in the Public Records of Volusia County, Florida, and those certain UCC-1 Financing Statement(s) filed with the State of Florida, Instrument #20210680930x, Instrument #202106809318 and Instrument #202106809326 (said mortgage, assignment of leases and rents, and UCC-1 Financing Statements, as modified, are hereinafter referred to as the "Mortgage"), hereby joins in, consents to and subordinates the lien of its Mortgage, as it has been, and as it may be, modified, amended and assigned from time to time, to the foregoing Conservation Easement, executed by US Capital Alliance, LLC, a Florida limited liability company, granted to the St Johns River Water Management District, applicable to the Conservation Easement, as said Conservation Easement may be modified, amended, and assigned from time to time, with the intent that the Mortgage shall be subject and subordinate to the Conservation Easement.

IN WITNESS WHEREOF, this Mortgagee Joinder, Consent, and Subordination is made this 25th

day of May, 2023.

Metropolitan Partners Group Administration, LLC
a Delaware limited liability company

By: [Signature]
(Signature of Mortgagee)

Name: Miles Peet

Title: Authorized Representative
(Print)

WITNESSES:

By: [Signature]
(Signature)

Name: Akshay Patel
(Print)

By: [Signature]
(Signature)

Name: Anthony Siragusa
(Print)

STATE OF NEW YORK

COUNTY OF NEW YORK

The foregoing instrument was acknowledged before me this 25th day of May, 2023,
by Miles Peet (print name), as Authorized Representative
(title) of Metropolitan Partners Group (Grantor of Mortgage), on behalf of the ☐ corporation, or ☒
Metropolitan Partners Group Administration, LLC, a Delaware limited liability company (Mortgagee, Grantor
of the Conservation Easement). He/She is personally known to me or has produced a NY State
(state) driver's license as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

(Signature)

(Name)

My Commission Expires: 04/25/2024

TARIO K. GEORGE
NOTARY PUBLIC-STATE OF NEW YORK
No. 01GE6340718
Qualified in Kings County
My Commission Expires 04-25-2024

EXHIBIT A

[LOCATION MAP]

VICINITY MAP

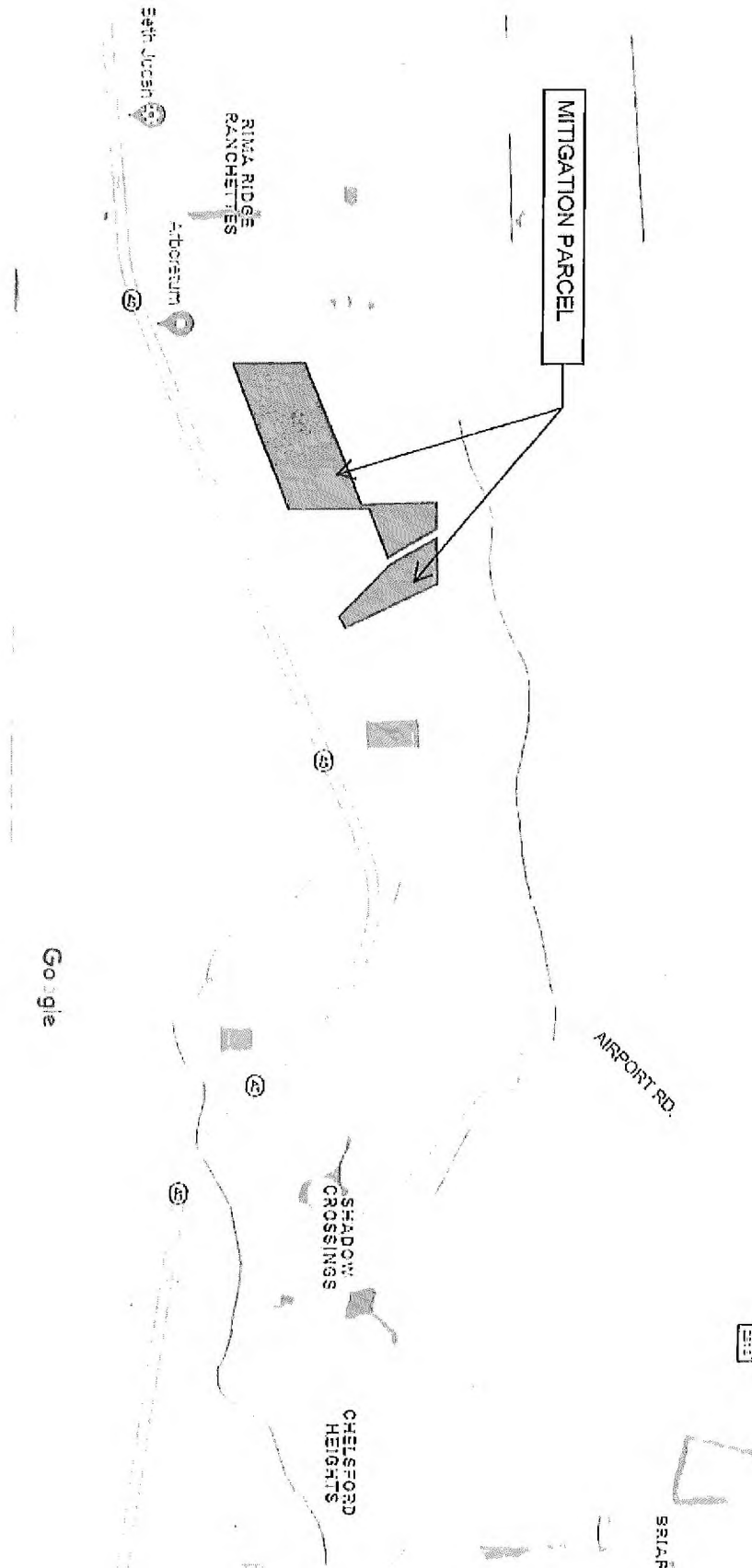


EXHIBIT B

[LEGAL DESCRIPTION AND SKETCH OF CONSERVATION EASEMENT AREA]

SKETCH OF DESCRIPTION

HUNTER'S RIDGE

SOUTHWEST MITIGATION PARCEL

A PORTION OF SECTION 29, TOWNSHIP 14 SOUTH, RANGE 31 EAST

DESCRIPTION

AREA ABOVE RESERVED FOR RECORDING INFORMATION

TWO PARCELS OF LAND SITUATED WITHIN SECTION 29, TOWNSHIP 14 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 29; THENCE ALONG THE NORTH LINE OF SAID SECTION 29 RUN SOUTH 87°39'37" WEST A DISTANCE OF 1089.42 FEET TO A POINT ON SAID NORTH LINE; THENCE DEPARTING SAID NORTH LINE RUN SOUTH 02°20'23" EAST A DISTANCE OF 17.47 FEET TO THE POINT OF BEGINNING OF PARCEL 1; THENCE RUN SOUTH 24°54'22" EAST A DISTANCE OF 1,456.58 FEET; THENCE RUN SOUTH 59°25'50" WEST A DISTANCE OF 190.75 FEET; THENCE RUN NORTH 44°42'30" WEST A DISTANCE OF 1,038.35 FEET TO A POINT HEREBY ESTABLISHED AS REFERENCE POINT "A"; THENCE RUN NORTH 29°24'16" WEST A DISTANCE OF 756.26 FEET; THENCE RUN NORTH 88°07'38" EAST A DISTANCE OF 652.95 FEET RETURNING TO THE POINT OF BEGINNING.

AND

COMMENCING AT AFORESAID REFERENCE POINT "A"; THENCE RUN NORTH 70°52'17" WEST A DISTANCE OF 76.75 FEET TO THE POINT OF BEGINNING OF PARCEL 2; THENCE RUN SOUTH 67°34'21" WEST A DISTANCE OF 672.18 FEET; THENCE RUN SOUTH 00°03'32" WEST A DISTANCE OF 1,011.81 FEET; THENCE RUN SOUTH 68°23'29" WEST A DISTANCE OF 2,001.71 FEET; THENCE RUN NORTH 00°28'16" EAST A DISTANCE OF 923.24 FEET; THENCE RUN NORTH 67°54'06" EAST A DISTANCE OF 1,850.42 FEET; THENCE RUN NORTH 67°54'01" EAST A DISTANCE OF 86.33 FEET; THENCE RUN NORTH 01°24'44" WEST A DISTANCE OF 975.50 FEET; THENCE RUN NORTH 87°53'19" EAST A DISTANCE OF 334.36 FEET; THENCE RUN SOUTH 30°21'19" EAST A DISTANCE OF 734.63 FEET RETURNING TO THE POINT OF BEGINNING.

CONTAINING 2,860,306 SQUARE FEET OR 65.663 ACRES, MORE OR LESS.



**Meets SJRWMD
Closure Standards**

CSH DATE: 03/21/2023

SURVEYOR'S NOTES

1. THE SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON FOR EASEMENTS, RIGHT OF WAY, RESTRICTIONS OF RECORD WHICH MAY AFFECT THE TITLE OR USE OF THE LAND.
 2. NO IMPROVEMENTS HAVE BEEN LOCATED.
 3. NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR & MAPPER PER F.S. 472.025 OR THE CERTIFIED ELECTRONIC SIGNATURE AND SEAL OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR & MAPPER PER F.A.C. 5J-17.062(2) AND 5J17.062(3).
 4. THIS DOCUMENT CONSISTS OF 2 PAGES AND IS NOT FULL OR COMPLETE WITHOUT BOTH BEING PRESENT.
 5. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 14 SOUTH, RANGE 31 EAST, WHICH BEARS SOUTH 87°39'37" WEST, ASSUMED PER PUBLISHED STATE PLANE COORDINATES.
 6. THIS IS NOT A BOUNDARY SURVEY, BUT A GRAPHICAL REPRESENTATION OF THE LEGAL DESCRIPTION INCLUDED HEREIN.
- SHEET 1 OF 2 - NOT FULL OR COMPLETE WITHOUT ALL SHEETS.
SEE SHEET 1 OF 2 FOR DESCRIPTION, NOTES, AND CERTIFICATION.
SEE SHEET 2 OF 2 FOR SKETCH OF DESCRIPTION.

THIS SKETCH IS NOT A SURVEY.

SKETCH OF DESCRIPTION

HUNTER'S RIDGE

SOUTHWEST MITIGATION PARCEL

A PORTION OF

SECTION 29, TOWNSHIP 14 SOUTH, RANGE 31 EAST

VOLUSIA COUNTY, FLORIDA

JOB NO.: 220437	DATE	REVISIONS	TECH
SCALE: 1" = 600'			
FIELD DATE: N/A			
FIELD BY: N/A			
DRAWN BY: CF			
APPROVED BY: EGT			
DRAWING FILE #			
220437 HUNTERS RIDGE SOUTHWEST MITIGATION PARCEL 3-10-23.DWG			

**AMERICAN SURVEYING
& MAPPING, INC.**

**NDDS NATIONAL DUE
DILIGENCE SERVICES**
A DIVISION OF AMERICAN SURVEYING & MAPPING, INC.

221 Circle Drive, Maitland, FL 32751

407-426-7979

americansurveyingandmapping.com

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION, SUBJECT TO THE SURVEYOR'S NOTES CONTAINED HEREON, MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.



and by E. Glenn Turner
E. Glenn Turner, PSM, a Professional
Surveyor & Mapping, an American
Land Surveyor,
email: eglenn@asmnyc.com, c. 1955
Date: 04/07/2023
Adobe Acrobat version: 20200953041

E. GLENN TURNER, PSM #5643

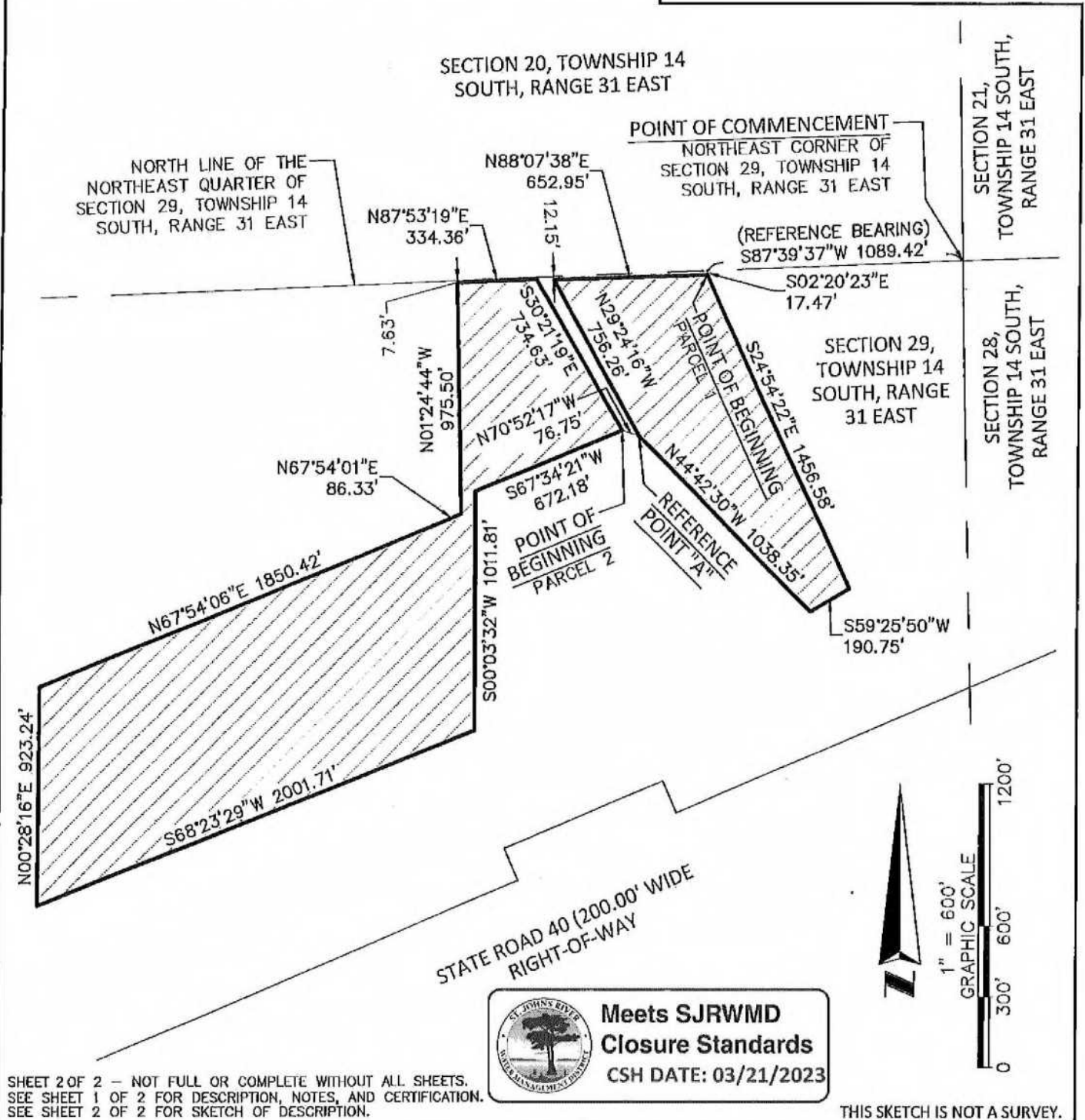
DATE:

SKETCH OF DESCRIPTION

HUNTER'S RIDGE

SOUTHWEST MITIGATION PARCEL

A PORTION OF SECTION 29, TOWNSHIP 14 SOUTH, RANGE 31 EAST



THIS SKETCH IS NOT A SURVEY.

LEGEND AND ABBREVIATIONS

LB = LICENSED BUSINESS
PSM = PROFESSIONAL SURVEYOR AND MAPPER

ASM

**AMERICAN
SURVEYING
& MAPPING, INC.**

NDDS NATIONAL DUE DILIGENCE SERVICES
A DIVISION OF AMERICAN SURVEYING & MAPPING, INC.

3191 Maguire Blvd, Suite 200, Orlando, FL 32803 americansurveyingandmapping.com 4

EXHIBIT C

[MANAGEMENT PLAN OR "INTENTIONALLY LEFT BLANK"]



CITY OF ORMOND BEACH

Planning • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3311 • Fax (386) 676-3361

September 18, 2023

U.S. Capital Alliance, LLC
111 Coleman Boulevard, Suite 400
Mount Pleasant, SC 29464

U.S. Capital Alliance, LLC
880 Airport Road, Suite 113
Ormond Beach, FL 32174

Kim Booker, Registered Agent for U.S. Capital Alliance, LLC
Booker & Associates, P.A.
1019 Town Center Drive, Suite 201
Orange City, FL 32763

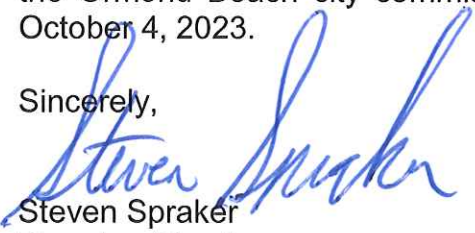
Certified Copy, Return Receipt Requested

Re: Notice of Noncompliance; Ormond Beach Hunter's Ridge DRI

Please find attached a Notice of Noncompliance regarding the failure by U.S. Capital Alliance, LLC ("developer") to correct violations of the Ormond Beach Hunter's Ridge Development of Regional Impact. Notwithstanding numerous efforts by city staff over the past three years, the developer has neither corrected the violations nor presented a good faith plan to come into compliance with the Ormond Beach Hunter's Ridge DRI.

Please be advised that the issue of the developer's noncompliance will be heard before the Ormond Beach city commission at a public meeting to be held at 7:00 p.m., on October 4, 2023.

Sincerely,


Steven Spraker
Planning Director

Enclosure: Notice of Noncompliance

C: Michael Chiumento, Esquire (Certified Copy, Return Receipt Requested)
Kim Buck, P.E. (Certified Copy, Return Receipt Requested)
Joyce Shanahan, Ormond Beach City Manager
Randy Hayes, Ormond Beach City Attorney
Shawn Finley, Ormond Beach Public Works Director

NOTICE OF NONCOMPLIANCE PURSUANT TO FLORIDA STATUTE 380.06

Jurisdiction and authority

The State of Florida Land and Water Adjudicatory Commission approved an Amended Final Order authorizing a development of regional impact ("DRI") for lands in the City of Ormond Beach to be developed as Hunter's Ridge subdivision ("Ormond Beach Hunter's Ridge DRI"). The Amended Final Order is recorded at Book 3696, Pages 1640 et. seq. of the Volusia County Public Records and includes Special Conditions (at Page 1673), a Joint Stipulation (at Page 1735), and a Development Phasing Map (at Page 1743). The Development Phasing Map is attached as Exhibit 1. The Amended Final Order determined the city of Ormond Beach to be the local government having jurisdiction over Hunter's Ridge DRI lands within the City and determined that when developed subject to the conditions imposed by the Amended Final Order, the Hunter's Ridge development would be consistent with the Ormond Beach Comprehensive Land Use Plan and the city's land development regulations (Book 3696, Pages 1655 and 1659). The Amended Final Order requires the Hunter's Ridge development to be consistent with the Ormond Beach Comprehensive Land Use Plan and the city's land development regulations. The Amended Final Order constitutes a land development regulation applicable to the Ormond Beach Hunter's Ridge DRI land and the conditions therein are covenants that run, in perpetuity, with the land (Book 3696, Pages 1640, 1668). The Hunter's Ridge development must conform with the Amended Final Order that was approved by the State of Florida Land and Water Adjudicatory Commission.

Description of violations by Developer

1. Failure to convey Parcel B of the conservation lands to the City, by fee simple Warranty Deed. The conservation lands are shown on the development phasing map as Parcel B.

2. Conveying a sixty-foot (60') wide public road easement to Flagler County through conservation lands located within the city, that are required to be conveyed to the City in fee simple.
3. Authorizing Flagler County and the Developer to develop and construct a sixty-foot wide public road through conservation lands located in the City of Ormond Beach.
4. Failing to prepare a hydroperiod restoration plan for Parcel B of the conservation lands that is acceptable to, and approved by, the City, SJRWMD, and Flagler County.
5. Failing to complete hydroperiod restoration activities in accordance with a hydroperiod restoration plan for Parcel B of the conservation lands that is acceptable to, and has been approved by, the City, SJRWMD, and Flagler County.

Conveyance of conservation lands

The Amended Final Order Special Condition 3.5 and the Joint Stipulation require the developer to convey conservation lands, that are located within the City, to Ormond Beach and the St. Johns River Water Management District (SJRWMD) (Book 3696, Pages 1681, 1736). The conservation lands are required to be conveyed by fee simple warranty deed and include land commonly known as the Forty Grade. The conservation lands are shown on the Development Phasing Map, attached as Exhibit 1, as Parcel A and Parcel B. The conservation lands have been incorporated in, and are subject to, the Ormond Beach Comprehensive Land Use Plan and have been given a land use designation of open space/conservation consistent with the Amended Final Order that prohibits development, including the development of roads. The City's Comprehensive Land Use Map showing Parcel B is attached as Exhibit 2. The Joint Stipulation and Special Condition 3.5 of the Ormond Beach DRI, as well as the City's Comprehensive Land Use Plan,

remove from development, the conservation lands that are to be conveyed to the City and SJRWMD (Book 3696, Pages 1681, 1736). These publicly recorded covenants prohibit the developer from conveying any interest in the conservation lands to any other person or entity, and prohibit the developer from engaging in or authorizing uses of the conservation lands by others that are prohibited by the Amended Final Order, and the City's Comprehensive Land Use Plan and land development regulations. Although the City, SJRWMD, and the developer have agreed to the form of a deed for the conveyance of the conservation lands, the Developer has failed to convey Parcel B of the conservation lands to the City of Ormond Beach in fee simple.

The Developer has conveyed Parcel A of the conservation lands to Ormond Beach as required by the Amended Final Order of the Florida Land and Water Adjudicatory Commission, but has failed to substantially comply with the Ormond Beach DRI by failing to convey Parcel B. The Developer's obligation to convey Parcel B of the conservation lands to the City, in fee simple, is absolute and without condition. The city manager, city attorney and city staff have met with the Developer and its representatives seeking compliance, but to no avail. The developer has not presented to the City a good faith effort or plan to comply with the Amended Final Order for the Ormond Beach DRI.

In violation of the State of Florida Land and Water Adjudicatory Commission's Amended Final Order, the developer has conveyed to Flagler County a sixty-foot (60') wide public road easement in Parcel B. The land is located exclusively within the City and outside the legislative jurisdiction of Flagler County. A copy of the public road easement given to Flagler County that is located within Volusia County and the City of Ormond Beach is attached as Exhibit 3. The stated purpose of the easement authorizes the developer and Flagler County to develop, construct,

maintain, repair and use a sixty-foot (60') wide public road from State Road 40 (Granada Boulevard) in Ormond Beach northward through the conservation lands and to connect to Strickland/Durrance Lanes in Flagler County. The conveyance of the sixty-foot (60') wide public road easement to Flagler County purports to change the developer's obligation under the Ormond Beach DRI in violation of the Amended Final Order, the publicly recorded covenants, the City's Comprehensive Land Use Plan and land development regulations, and Chapter 380, Florida Statutes. The effect of the developer's conveyance of the sixty-foot (60') wide public road easement to Flagler County constitutes a substantial violation of, and a deviation from, the Amended Final Order that would result in additional, and substantial regional, impacts within the City of Ormond Beach and Volusia County in violation of the Amended Final Order, the City's Comprehensive Land Use Plan and land development regulations, and Chapter 380, Florida Statutes (Book 3696, Page 1668).

The unlawful conveyance by the developer of the public road easement to Flagler County within the conservation area, and the stated uses of the public road easement, conflict with the Ormond Beach Hunter's Ridge DRI, the Ormond Beach Comprehensive Land Use Plan, and Ormond Beach's land development regulations. In addition, the Forty Grade public road easement prevents the developer from conveying to Ormond Beach and SJRWMD fee simple ownership of the conservation lands as required by the Ormond Beach DRI.

Parcel B is identified as a conservation area in the Ormond Beach Comprehensive Land Use Plan and the use of conservation land for a road is strictly prohibited. Section 163.3194, Florida Statutes, prohibits development that is not in compliance with the Comprehensive Land Use Plan.

Hydroperiod Restoration Plan and completion of restoration work

Special Condition 3.5 and the Joint Stipulation of the Florida Land and Water Adjudicatory Commission's Amended Final Order require the conservation lands to be used and managed exclusively for the maintenance, preservation, and restoration of native upland and wetland ecosystems that are historically existent on the conservation lands and used for compatible environmental purposes. Any development activities other than limited excavation and filling necessary to restore the natural hydroperiod of the area and limited construction of environmental educational facilities and nature trails are strictly prohibited (Book 3696, Page 1681, 1736).

Special Condition 3.5 and the Joint Stipulation of the Florida Land and Water Adjudicatory Commission's Amended Final Order require the Developer of the Hunter's Ridge DRI to prepare a hydroperiod restoration plan that is acceptable to the SJRWMD, the City, and Flagler County for the hydroperiod restoration of the conservation lands, and to complete the hydroperiod restoration work in accordance with the approved plan (Book 3696, Pages 1683, 1738). Specifically, the hydroperiod restoration plan must: (a) provide for the plugging, or installation of water control structures in the Hull Cypress Swamp ditch to restore the hydroperiod of the Hull Cypress Swamp; (b) provide for gaps in the fill berm along the Hull Cypress Swamp ditch to reflood the wetland strand that exists parallel to the ditch, and divert flow of the ditch through the wetland area in the strand adjacent to the ditch; and (c) plug, or install water control structures in all other manmade canals or ditches on the property as may be necessary to restore the historical hydroperiod (Book 3696, Pages 1683, 1738).

The Developer has failed to provide a hydroperiod restoration plan for Parcel B of the conservation area that has been accepted, and approved, by the SJRWMD, the City, and Flagler

County as required by the Amended Final Order. The Amended Final Order provides that a delay in the completion of the hydroperiod restoration work does not relieve the developer of the obligation to complete the restoration work that is required by the Amended Final Order (Book 3696, Pages 1684, 1738 - 1739).

Required corrective action

All development, including developments of regional impact, must be consistent with the comprehensive land use plans and land development regulations of the local government that has jurisdiction over and approves the development, as provided in Chapters 163 and 380, Florida Statutes. The Hunter's Ridge development must comply with the comprehensive land use plans, land development regulations, and DRI orders of the respective county and city having jurisdiction over such lands. A local government must enforce DRI orders to ensure that the development is consistent with their respective comprehensive land use plans and land development regulations, and is prohibited by section 380.115, Florida Statutes, from issuing permits or approvals or providing any extension of services if a developer fails to act in substantial compliance with the development order. The City is required by law to enforce the conditions of the Florida Land and Water Adjudicatory Commission's Amended Final Order for the Ormond Beach Hunter's Ridge DRI. The Developer's good faith compliance with the Amended Final Order is required. The Developer shall come into compliance with the Amended Final Development Order by:

1. Within sixty (60) calendar days from the date of the determination of non-compliance by the Ormond Beach City Commission, causing Flagler County to release any and all interest it claims to have in and to the Easement, including the unencumbered reconveyance by Flagler County of the Forty Grade easement to the Developer.

2. Release/subordinate liens and encumbrances.
3. Prepare a hydroperiod restoration plan for Parcel B in the conservation area that is acceptable to, and approved by SJRWMD and the City.
4. Complete the hydroperiod restoration work in accordance with an approved hydroperiod restoration plan as soon as practicable.
5. Convey to the City and SJRWMD, in fee simple or an easement to SJRWMD if it prefers, Parcel B of the conservation lands within 60 days.

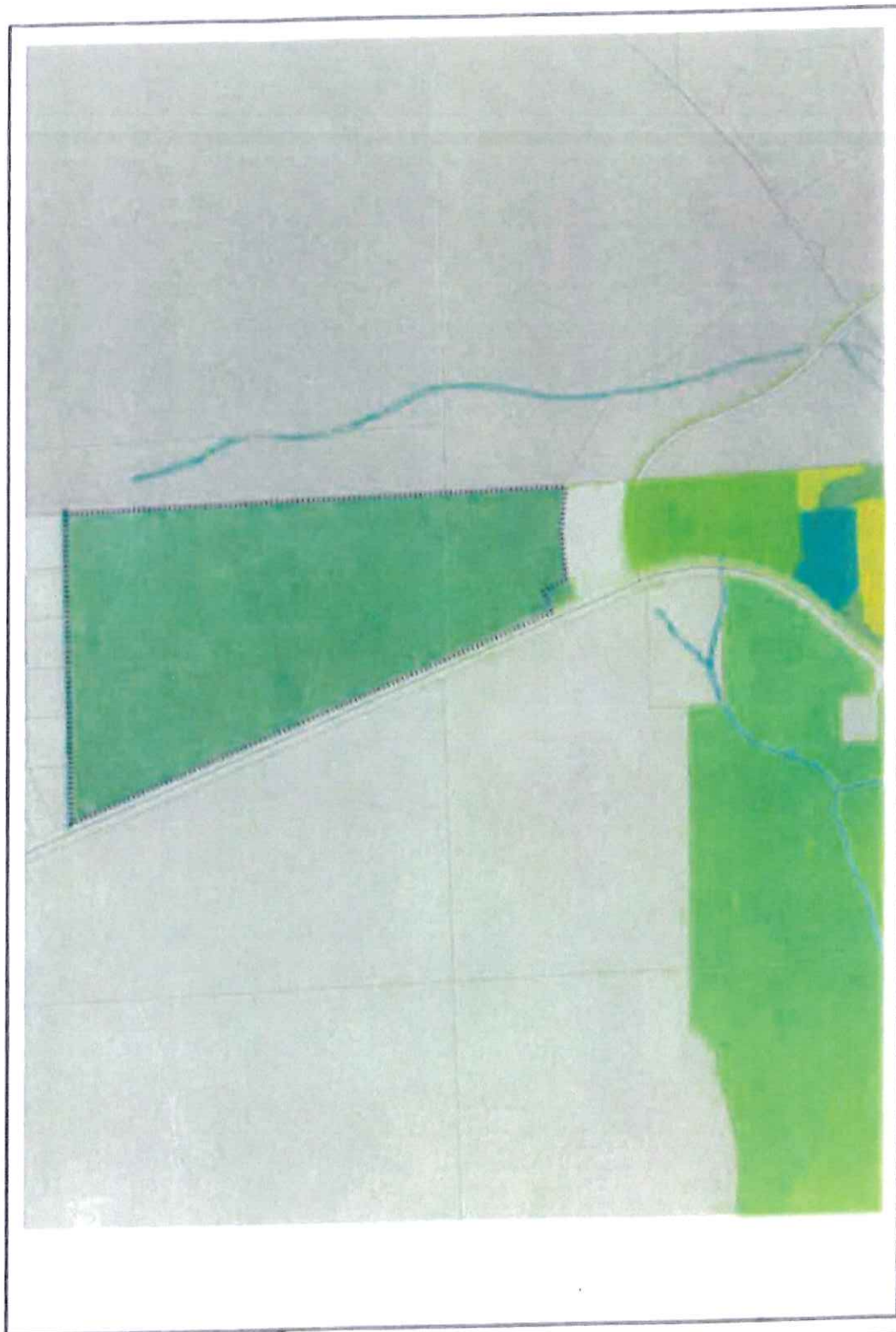
The City is required by section 380.115, Florida Statutes to enforce the terms and conditions of the Florida Land and Water Adjudicatory Commission's Amended Final Order, including the City's Comprehensive Land Use Plan and development regulations. The City is prohibited from issuing any permits or approvals or providing any extensions of service if the Developer fails to act in substantial compliance with the Amended Final Order.

EXHIBIT 1

DEVELOPMENT PHASING MAP



EXHIBIT 2



LOCATION MAP

Hunters Ridge parcel

Open Space/Conservation

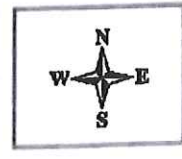


EXHIBIT 3

40 GRADE
GRANT OF EASEMENT

THIS INDENTURE, made this 24 day of April, 2017, by and between U.S. Capital Alliance, LLC, a Florida limited liability company, whose address is 880 Airport Road, Suite 113, Ormond Beach, Florida 32174 (hereinafter referred to as "Grantor") and FLAGLER COUNTY, FLORIDA a political subdivision of the State of Florida (hereinafter referred to as "Grantee").

WHEREAS, the Grantor is seized in fee simple and in possession of lands across the Westerly 60 feet of Sections 16 and 21, Township 14 South, Range 31 East, Flagler County, Florida, and the Westerly 60 feet of Section 28, Township 14 South, Range 31 East, Volusia County, Florida lying North of State Road 40 and that particular portion of it described below; and

WHEREAS, the Grantee is seized in fee simple of a parcel of land contiguous to the land of Grantor; and

WHEREAS, Grantee desires to acquire a certain easement ("Easement") over a portion of Grantor's property, which is also subject to other third party easements; and

WHEREAS, Grantor has agreed for the sum of \$10.00 and other good and valuable consideration to convey to Grantee and all other persons claiming by, through or under Grantee, or any of them, their predecessors in title or their heirs, assigns, or legal representatives, an easement or right of way over the land described below, for the purposes and in the manner expressed below; and

WHEREAS, Grantor is obligated to convey to Grantee said Easement pursuant to the Hunter's Ridge DRI Development Order as approved by Grantee on November 15, 2010 (the "DRI Development Order").

NOW, THEREFORE, the Grantor grants unto the Grantee, its heirs and assigns, a perpetual 60 foot wide easement over the existing roadway commonly known as "40 Grade", from State Road 40, northward to its terminus at Strickland Road/Durrance Lane, with full and free right and liberty for them and their tenants, servants, visitors and licensees, at all times hereafter, for all purposes connected with the use and enjoyment of the land of the Grantee for whatever purpose the land from time to time lawfully may be used and enjoyed, to pass and repass along the provided roadway or roadways, to improve and maintain the roadway and install associated improvements, and to install utilities lines on or under the Easement.

This Grant of Easement shall be subject to the following conditions:

1. The parties acknowledge that the current location of 40 Grade meanders within the area more particularly described as: the Westerly 60 feet of Section 28, Township 14 South, Range 31 East, Volusia County, Florida, and the Westerly 60 feet of Sections 16 and 21, Township 14 South, Range 31 East, Flagler County, Florida, all lying North of State Road 40. The parties agree the existing location of the 40 Grade roadway may be moved,

altered, shifted or otherwise modified by Grantee from time to time, within the Easement, in the sole discretion of Grantee, providing that the width of the 40 Grade roadway easement area does not exceed 60 feet. Grantee may cause a survey of 40 Grade to be performed and a legal description to be prepared, and the parties agree that upon completion, Grantee may record an amendment to this Agreement in order to more particularly describe the 40 Grade Easement.

2. Grantee shall maintain the Easement together with any improvements constructed or installed thereon by Grantee or associated with Grantee's use of the Easement. The operation and maintenance of such improvements and of the Easement shall be at Grantee's sole cost and expense.
3. Grantor hereby reserves the right to make any modifications to the roadway located within the Easement, at its sole cost and expense, pursuant to the terms and conditions of the Conceptual Permit issued by the St. Johns River Water Management District (the "SJRWMD") and consistent with conservation easements between Grantor and the SJRWMD; provided, however, that such modifications do not interfere with Grantee's rights provided for herein.
4. Through the date of conveyance, Grantor shall pay any and all taxes, charges or use fee(s) levied by any governmental agency against Grantor's interest in the Easement, or against any of Grantor's real property subject to the Easement.
5. This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligation herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect except in a subsequent modification in writing, signed by the parties hereto.
6. This instrument shall be binding and inure to the benefit of the respective successors and assigns of the parties hereto and the benefits and burdens herein shall run with the land.

TO HAVE AND TO HOLD the Easement or right of way hereby granted unto Grantee, its heirs and assigns, as appurtenant to the land of the Grantee.

IT IS FURTHER UNDERSTOOD that the Grantor, its heirs, assigns and tenants in no way will be bound to improve, maintain or construct a roadway, or to keep it in repair, nor does the Grantor, its heirs and assigns, assume any liability or responsibility to Grantee, its heirs and assigns, or any person using the land by invitation, express or implied, or by reason of any business conducted with Grantee, its heirs or assigns, or otherwise.

In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered
in the presence of:

U.S. CAPITAL ALLIANCE, LLC,
a Florida limited liability company

Witnesses:

Print Name: IRAJ SAIDIN
Print Name: Anthony Cipo

By: Allan Feker, Manager

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me this ____ day of _____, 2017, by ALLAN FEKER, who is personally known to me or who has produced _____ as identification.

Print Name: _____
Notary Public, State of Florida
Commission No. _____
My Commission Expires: _____

SEE ATTACHED CERTIFICATE
DATE 4-24-17 NOTARY INITIALS BC

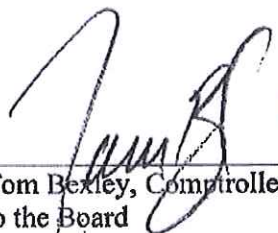
In Witness Whereof, Grantee has hereunto set Grantee's hand and seal the day and year first above written.

FLAGLER COUNTY BOARD OF COUNTY
COMMISSIONERS


Nate McLaughlin, Chairman

ATTEST:

Execution of this Agreement was authorized by the
Board of County Commissioners at its public
meeting held on December 5, 2016.


Tom Bexley, Comptroller and Clerk
to the Board

APPROVED AS TO FORM:


Special Counsel to Flagler County

CALIFORNIA JURAT CERTIFICATE

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

Subscribed and sworn to (or affirmed) before me on this

24 day of April, 2017

by Allan Feker,
proved to me on the basis of satisfactory evidence to be the person(s) who
appeared before me.

Signature Brian Cash



ADDITIONAL INFORMATION (OPTIONAL)

DESCRIPTION OF THE ATTACHED DOCUMENT

40 Grade Grant of
(Title or description of attached document)

Easement
(Title or description of attached document continued)

Number of pages 4 Document Date 4-24-17

(Additional information)

NOTARY PUBLIC CONTACT INFORMATION

The UPS Store
668 N Coast Hwy
Laguna Beach, CA 92651

949-494-4420 tel
949-494-9850 fax

store0120@theupsstore.com
www.TheUPSStore.com/0120

Kim Booker

From: Jacob Beren <jberen@huntersridgefl.com>
Sent: Monday, September 18, 2023 4:39 PM
To: Kim Booker; Glen Fishman
Subject: FW: Memorandum of Meeting on August 18, 2021

Randy acknowledgement of the memo and agreed to its veracity.

Jake Beren
Chief Operating Officer
Hunters Ridge Development and Acquisitions
880 Airport Rd, Ormond Beach, FL
Cell: 386-843-5507
Personal: 732-552-5154

From: Hayes, Randy <Randy.Hayes@ormondbeach.org>
Sent: Thursday, August 19, 2021 1:55 PM
To: 'Kim Booker' <kbooker@bookerandassoc.com>; nmckinnon@mckinnonandmckinnonpa.com; Shanahan, Joyce <Joyce.Shanahan@ormondbeach.org>; scott.scottsimpsonlaw@gmail.com; Finley, Shawn <Shawn.Finley@ormondbeach.org>
Cc: Glen Fishman <gfishman@assetrestructuring.com>; Jake Beren <jberen@huntersridgefl.com>; Kimberly A. Buck <kim.buck@ae-group.com>
Subject: RE: Memorandum of Meeting on August 18, 2021

Dear Ms. Booker,

Thank you for providing a general summary of discussions from the meeting yesterday. Mr. McKinnon spoke to the Flagler County Attorney yesterday to affirm our request that the city's application before Flagler County be separated from the developer's NOPC application.

It was a pleasure meeting Messrs. Fishman and Beren, the new principal owners of Hunters Ridge DRI. We look forward to establishing a good working relationship with them and we look forward to obtaining sufficient land to provide water and sewer services to the Hunters Ridge development. We appreciate Mr. Fishman's offer of land, consisting of approximately 280 acres situated within the Hunters Ridge-Ormond Beach DRI, to provide well sites to Ormond Beach. We look forward to evaluating its suitability as a water resource as an alternative to the request that is pending before Flagler County.

We will be happy to prepare, and to send to you for review, the paper work that will authorize the city to enter upon the alternative site (280 acres) for the purpose of evaluating its suitability as a water resource, which will include provisions addressing Mr. Fishman's liability concerns. To assist us in drafting the papers, it would be helpful for you to clarify the name of the entity that should be used – is it U.S. Capital Alliance, LLC as reflected in your memorandum of the meeting or is it Hunters Ridge Acquisition and Development, LLC as depicted in the business card that was provided by Mr. Beren?

We look forward to further discussions regarding Mr. Fishman's offer.

Sincerely

Randal A. Hayes, Esq.

CITY ATTORNEY

22 South Beach Street

Ormond Beach, FL 32175

(386) 676-3217

Randy.Hayes@ormondbeach.org

From: Kim Booker <kbooker@bookerandassoc.com>

Sent: Thursday, August 19, 2021 9:40 AM

To: nmckinnon@mckinnonandmckinnonpa.com; Shanahan, Joyce <Joyce.Shanahan@ormondbeach.org>; scott.scottsimpsonlaw@gmail.com; Finley, Shawn <Shawn.Finley@ormondbeach.org>; Hayes, Randy <Randy.Hayes@ormondbeach.org>

Cc: Glen Fishman <gfishman@assetrestructuring.com>; Jake Beren <jberen@huntersridgefl.com>; Kimberly A. Buck <kim.buck@ae-group.com>

Subject: Memorandum of Meeting on August 18, 2021

[External Email-Use Caution] - OB/IT Helpdesk

Joyce Shanahan, ICMA-CM, City Manager

Noah McKinnon, Esquire

Scott Simpson, Esquire

Randy Hayes, Esquire

Shawn Finley, Public Works

City of Ormond

Please see attached for your review regarding the meeting on August 18, 2021 with the City. Please advise me if you disagree with any statements set forth on the attached summary which is intended to create minutes for our meeting yesterday. We appreciate your time yesterday and look forward to meeting again during the first weeks of October. If you can send me several dates for your availability for the next meeting, we can get that meeting on my client's schedule. Please let me know if you have any questions or comments regarding the attached Memorandum. We look forward to working with you regarding these matters.

Kim C. Booker, Attorney at Law

Booker & Associates, P.A.

1019 Town Center Drive, Suite 201

Orange City, Florida 32763

Telephone (386) 774-6552

Fax (386) 774 -5997

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strictly prohibited. If you have received this communication in error, please notify your representative immediately and delete this message from your computer. Thank you.

Kim Booker

From: Jacob Beren <jberen@huntersridgefl.com>
Sent: Wednesday, September 20, 2023 10:53 AM
To: Glen Fishman; Kim Booker; Crawford, Philip W.
Subject: I would like to send this to our contact at the City, please let me know your thoughts.

Good Afternoon Shawn,

At our last meeting at City Hall in March, you and I discussed the meeting that had occurred between the developer, the City attorney, the City Manager and Noah McKinnon. At that meeting, we discussed a plan moving forward for Parcel B. We both agreed that the developer would continue to work with SJWMD to get the mitigation out of that parcel as quickly as possible and that I would keep you up to date on that. I have done just that, we had a phone call 3 weeks ago to discuss the updates on that site, you said you were pleased with the update and reiterated that you would like to conduct a site visit, to which I responded that I would be happy to accompany you in a site visit, all I requested was the scope of the inspection and the reason for it in an email. That email was never received. In March, we discussed the hydroperiod restoration, we spoke about the SJWMD acknowledgment that the work had already been conducted, I sent you a memo from SJWMD acknowledging that the work had been conducted. We discussed that the City had requested that SJWMD do a site visit to ensure that this was in fact the case and that the District had conducted that site visit and that they reported back to the developer and to the City that the work had been completed and that it would be impossible to conduct that work again today as the requirement was to mend the effected hydroperiod from over 30 years ago. Within this segment of conversation, we also discussed that the City and the developer have both had extensive conversations with SJWMD as to the correct way to convey the property and still retain the ability to attain mitigation from the property and that sjwmd had told both parties that it would be impossible to take mitigation from the property after it has been deed to them. We went further to discuss that my attorney had requested to emulate the agreement we have with flagler county in their conservation area and that the City attorney had said no to that request. We discussed the easement, during that discussion, we spoke about the inability for the developer to remove an easement from a governing body and that the City attorney had requested that the easement be replaced with an interlocal agreement, we agreed that the developer has no control over that and that the City and County need to come to terms. We also discussed the disagreement between our legal council and the City regarding the inability to convey the land fee simple if there are easements present, we agreed that a judge would need to make that determination as legal opinions are just that, opinions. We discussed that the developer has kept every promise to the City regarding improvements and that we have had a terrific working relationship in all areas other than the disagreement over Parcel B. I asked repeatedly what happened that the City turned adversarial toward us and how we had originally had a wonderful meeting of the minds when the developer came to meet the City in September of 2021 regarding modifying the Ormond DRI to allow the City to dig wells in Parcel B. You did not know the answer to that question, we discussed that the developer had hired Michael Chimento in order to mend the divide that we felt may have been a personality clash between the City attorney and Kim Booker. Lastly, we discussed that in the effort to keep lines of communication open and without fighting, that you and I would be in contact to remedy the disagreement with the City. After all that, I find it surprising and extremely hurtful that the City would issue an order of non-compliance without at least having a follow-up meeting or conversation with us. I have always made myself available to meet with you and the City at any time. I am open to speaking with you at any time, the Jewish holidays are upon us now so obviously my timing is more constricted than other times of the year. I'd like to discuss this with you before either side is forced to take next steps. Thank you, I look forward to speaking with you

At our last meeting at City Hall in March, you and I discussed the meeting that had occurred between the developer, the City attorney, the City Manager and Noah McKinnon.

At that meeting, we discussed a plan moving forward for Parcel B.

We both agreed that the developer would continue to work with SJWMD to get the mitigation out of that parcel as quickly as possible and that I would keep you up to date on that.

I have done just that, we had a phone call 3 weeks ago to discuss the updates on that site, you said you were pleased with the update and reiterated that you would like to conduct a site visit, to which I responded that I would be happy to accompany you in a site visit, all I requested was the scope of the inspection and the reason for it in an email. That email was never received.

In March, we discussed the hydroperiod restoration, we spoke about the SJWMD acknowledgment that the work had already been conducted, I sent you a memo from SJWMD acknowledging that the work had been conducted. We discussed that the City had requested that SJWMD do a site visit to ensure that this was in fact the case and that the District had conducted that site visit and that they reported back to the developer and to the City that the work had been completed and that it would be impossible to conduct that work again today as the requirement was to mend the effected hydroperiod from over 30 years ago.

Within this segment of conversation, we also discussed that the City and the developer have both had extensive conversations with SJWMD as to the correct way to convey the property and still retain the ability to attain mitigation from the property and that sjwmd had told both parties that it would be impossible to take mitigation from the property after it has been deed to them.

We went further to discuss that my attorney had requested to emulate the agreement we have with flagler county in their conservation area and that the City attorney had said no to that request.

We discussed the easement, during that discussion, we spoke about the inability for the developer to remove an easement from a governing body and that the City attorney had requested that the easement be replaced with an interlocal agreement, we agreed that the developer has no control over that and that the City and County need to come to terms.

We also discussed the disagreement between our legal council and the City regarding the inability to convey the land fee simple if there are easements present, we agreed that a judge would need to make that determination as legal opinions are just that, opinions.

We discussed that the developer has kept every promise to the City regarding improvements and that we have had a terrific working relationship in all areas other than the disagreement over Parcel B.

I asked repeatedly what happened that the City turned adversarial toward us and how we had originally had a wonderful meeting of the minds when the developer came to meet the City in September of 2021 regarding modifying the Ormond DRI to allow the City to dig wells in Parcel B.

You did not know the answer to that question, we discussed that the developer had hired Michael Chiumento in order to mend the divide that we felt may have been a personality clash between the City attorney and Kim Booker.

Lastly, we discussed that in the effort to keep lines of communication open and without fighting, that you and I would be in contact to remedy the disagreement with the City.

After all that, I find it surprising and extremely hurtful that the City would issue an order of non-compliance without at least having a follow-up meeting or conversation with us.

I have always made myself available to meet with you and the City at any time.

I am open to speaking with you at any time, the Jewish holidays are upon us now so obviously my timing is more constricted than other times of the year.

I'd like to discuss this with you before either side is forced to take next steps.

Jake Beren
Chief Operating Officer
Hunters Ridge Acquisition and Development LLC

880 Airport Rd, Ormond Beach, FL 32174

Personal - 732-552-5154

Work- 386-843-5507

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Mary Murphy

From: Kim Booker
Sent: Thursday, September 21, 2023 4:49 PM
To: Mary Murphy
Subject: FW: Hunters Ridge - Ormond Beach Relationship and the History of Contention
Attachments: Conservation Lands- Hunter's Ridge DRI; RE: proposed special warranty deed for conservation lands; proposed special warranty deed for conservation lands; status; Memorandum of Meeting on August 18, 2021; RE: Memorandum of Meeting on August 18, 2021; Conservation Area in City of Ormond within Hunter's Ridge DRI; Fwd: Hunter's Ridge Proposed Deed to Ormond Beach; RE: Conservation Lands- Hunter's Ridge DRI; RE: status; Shanahan Joyce - authorization letter.pdf; RE: Conservation Area in City of Ormond within Hunter's Ridge DRI; RE: Hunters Ridge Conservation Lands in Ormond under DRI; RE: Hunter's Ridge Proposed Deed to Ormond Beach; RE: Conservation Lands- Hunter's Ridge DRI; Steven Spraker SR 40 Borrow Pit.msg; Fwd: Hunter's Ridge Conservation Area Deed

Kim C. Booker, Attorney at Law
Booker & Associates, P.A.
1019 Town Center Drive, Suite 201
Orange City, Florida 32763
Telephone (386) 774-6552
Fax (386) 774 -5997

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From: Jacob Beren <jberen@huntersridgefl.com>
Sent: Thursday, September 21, 2023 4:27 PM
To: Crawford, Philip W. <PCrawford@gibbonslaw.com>; Kim Booker <kbooker@bookerandassoc.com>; Kimberly Buck <kab@ae-group.com>; Glen Fishman <gfishman@assetrestructuring.com>
Subject: Fwd: Hunters Ridge - Ormond Beach Relationship and the History of Contention

This email below and associated attachments was sent moments ago to City staff.

Jake Beren
Chief Operating Officer
Hunters Ridge Acquisition and Development LLC

880 Airport Rd, Ormond Beach, FL 32174

Personal - 732-552-5154
Work- 386-843-5507

From: Jacob Beren
Sent: Thursday, September 21, 2023 4:23:12 PM
To: Shawn Finley P.E. <Shawn.Finley@ormondbeach.org>
Cc: Spraker, Steven <Steven.Spraker@ormondbeach.org>; Joyce.Shanahan@ormondbeach.org <Joyce.Shanahan@ormondbeach.org>; Bill.Partington@ormondbeach.org <Bill.Partington@ormondbeach.org>; Glen Fishman <gfishman@assetrestructuring.com>
Subject: Hunters Ridge - Ormond Beach Relationship and the History of Contention

Good Afternoon Shawn,

I'd like a moment of your time to discuss the complicated relationship between some of the City staff and the Developer of Hunters Ridge.

Glen Fishman, The Developer purchased Hunters ridge in April of 2021. He and I immediately got to work to right many of the wrongs that had been committed by the former developer. The project has a long history, we had to comb through thousands of pages of documents to understand the myriad of agreements, amendments, correspondences, rules and regulations, site conditions from over 30 years ago until today. We had to understand the many promises and confidences made, some kept, many broken.

This exercise required help individuals both private and public who had been involved in the project over its many years.

The development order required a modification to make the project viable, as such we negotiated an NOPC with Flagler County. The hearing was set for September 2021.

The City had approached the County in the interim and requested access to the Flagler County conservation area to place well heads for the to supply water to the surrounding area.

This created an issue for Hunters Ridge because wells and the associated improvements would be a violation of the Joint stipulation and the Conservation park agreement.

A meeting was scheduled with the City to discuss the difficulty that this request was causing us.

August 18th, 2021

The developer, myself, Kim Booker, Kim Buck met with Randy Hayes, The City Manager, Noah McKinnon, Steven Spraker and yourself.

Kim Booker sent a memo of this meeting to the City attorney, please see attached.

The message below is the response from The City Attorney to a memo sent to him of said meeting.

"Dear Ms. Booker,

Thank you for providing a general summary of discussions from the meeting yesterday. Mr. McKinnon spoke to the Flagler County Attorney yesterday to affirm our request that the city's application before Flagler County be separated from the developer's NOPC application.

It was a pleasure meeting Messrs. Fishman and Beren, the new principal owners of Hunters Ridge DRI. We look forward to establishing a good working relationship with them and we look forward to obtaining sufficient land to provide water and sewer services to the Hunters Ridge development. We appreciate Mr. Fishman's offer of land, consisting of approximately 280 acres situated within the Hunters Ridge-Ormond Beach DRI, to provide well sites to Ormond Beach. We look forward to evaluating its suitability as a water resource as an alternative to the request that is pending before Flagler County.

We will be happy to prepare, and to send to you for review, the paper work that will authorize the city to enter upon the alternative site (280 acres) for the purpose of evaluating its suitability as a water resource, which will include provisions addressing Mr. Fishman's liability concerns. To assist us in drafting the papers, it would be helpful for you to clarify the name of the entity that should be used – is it U.S. Capital Alliance, LLC as reflected in your memorandum of the meeting or is it Hunters Ridge Acquisition and Development, LLC as depicted in the business card that was provided by Mr. Beren?

We look forward to further discussions regarding Mr. Fishman's offer."

The City Attorney sent an authorization request on 08/26/2021 and the developer signed and returned it. (See Attached)

The City agreed to hold off on pursuing wells in the Flagler County Conservation area and to instead pursue a study within the 280 acres of Parcel B.

Upon further inspection by both parties, it was determined that this land was supposed to be deeded 50% to The City of Ormond Beach and 50% to SJWMD.

The City requested that we ask SJWMD if they would forgo their 50% stake in the land and instead encumber the entire property with an easement similar to what was done with Flagler County.

See that requested from Kim Booker below:

"Kealy,

I would like to request a zoom meeting with the District and the City of Ormond to discuss details of the conveyance of that portion of the conservation lands lying within the City of Ormond under the Hunter's Ridge DRI. The Joint Stipulation and Special Conditions adopted as part of the Hunter's Ridge DRI requires the conveyance of an undivided half interest of the Conservation Lands to SJRWMD and an undivided one half interest to the City of Ormond. The site consist of approximately 287 acres. There are a number of stipulations and restrictions pertaining to the conveyance including the reservation of mitigation credits. When this matter was approached with the District regarding that portion lying in Flagler County, the parties agreed to convey to the County and encumber the land with a stipulated conservation easement reserving those rights set forth in the DRI. A separate Conservation Park Agreement was entered into with Flagler County regarding this matter. The City desires to do something similar and desires to take ownership of the entire interest in the conservation lands, but we will need the consent of SJRWMD to convey all of our interests to the City rather than only fifty percent, as set forth in the DRI. Please confirm several dates you and your team are available to participate in a zoom meeting with my client, Glen Fishman and Jake Beren on behalf of US Capital Alliance, LLC., their engineer, Kimberly Buck, P.E., the Ormond City Attorney, Randy Hayes, and other members of the City staff. I look forward to hearing from you soon."

The meeting was then scheduled for 01/06/2022.

It was at this meeting that Noah McKinnon had an abrupt about-face and stated the developer is currently in non-compliance for not deeding this property to the City 30 years prior and that he demands that the developer deed the property immediately without an easement.

SJWMD ended the meeting stating that they do not want to get in the middle of a debate between the parties.

Immediately after that meeting, I called you to get an understanding of what happened that caused this rift, you said that you would speak with the City Manager and try to arrange a meeting.

You got back to me the next day and said "Jake, it is in the attorneys hands now, I'm sorry".

My attorney sent a request for a meeting, the City attorney denied this request, stating that we can have a meeting after the City has received the deed.

This began the years long tit for tat between the City Attorney and the attorney for Hunters Ridge.

On 01/06/2022 The City demanded a deed immediately, we sent a request for a meeting, the City Attorney responded that a meeting can occur only after the documents have been received. (See Attached)

Kim Booker sent an update to the City attorney on 02/03/2022 and expressed the complexity involved. The City Attorney responded on 02/04/2023 that a meeting can only occur after the documents are received and that he considers this to be a compliance issue. (See Attached)

We submitted the deed to the City on 02/24/2022. (See Attached)

The deed we sent reflected the conversation from 08/2021.

The City acknowledged receipt on 02/28/2022. (See Attached)

Kim Booker again requested a meeting with the City Manager to discuss the complexities, the City Attorney again denied that request. (See Attached)

The City responded requesting a survey on 03/10/2022 (See Attached)

A survey was sent to the City on 03/10/2022 (See Attached)

The City requested title.

Title was sent

An attorney working for the City named Scott Simpson sent questions to us on 03/14/2022. One of his question was whether we had a permit to dig the existing pit.

We responded to those questions on 03/23/2022 (See Attached)

We requested a meeting with Planning Director Steven Spraker to discuss the Borrow Pit that had been discussed in 08/2021. (See Attached)

Steven Spraker responded that Randy Hayes had said no to that meeting and we would have to meet with Randy. (See Attached)

We continued working with Flagler County on our approvals, there came a point in May 2022 where we determined that CDD that had been on site had run its course and therefore made floating bonds no longer a viable option.

We sent a request to dissolve the CDD.

The City of Ormond Beach sent a letter to Flagler County resisting this request.

Kim Booker responded to the City Attorney, they had a contentious debate and ultimately the County sided with the Developer and dissolved the CDD.

The City attorney threatened to stop services to Hunters Ridge.

Our attorney responded that they were contractually obligated to offer services as the agreement stated "Developer and/or the CDD.

The unwarranted aggression only grew from there.

Hunters Ridge management decided that the only way we can craft a deed that would not put us in legal jeopardy would be to give the 50% stake to SJWMD. As such we scheduled a call with them to discuss how we can accomplish deeding the property to them and still retaining our Hunting, Timbering and Mitigation rights.

The district stated that it would be impossible to attain mitigation credits if the district owned the land.

As such, we had a meeting with the District to request that they take their 50% ownership so we can be saved from violating the Ormond Beach DRI.

After months of stalled discussions with the City, we received an email from the City Attorney on 07/15/2022 with a letter stating that the deed is illegal because it creates conditions on the deed and he proposed a new deed.

He also required a phase 1, title insurance and a survey. (See attached)

All of the above was immediately ordered to comply with this order.

SJWMD would not allow us to conduct mitigation activities after we had deeded the land to them though, as such, we could not deed the land until that work was completed.

I spoke with you at the time and informed you of that particular predicament.

The next year was filled with us attempting to get all mitigation out of the area and allocated so we could deed the property to the City with no strings attached.

During that time, the City has attacked us numerous times and attempted to hijack our approvals within Flagler County. You and I spoke several times in that time about utilities, approvals, line extensions and we also discussed the developer not understanding what we had done to anger the City to the point that they were no longer willing to communicate with us regarding an actionable plan for the mitigation area.

In August of 2022, the developer hired Michael Chiumento to mediate between the developer and the City.

The City was objecting to some minor modifications we were doing to the Flagler DRI.

Michael met with Randy and Noah, at that meeting in August, Noah McKinnon stated that the developer must deed the land and build a wastewater treatment plant for the city.

Michael responded to that assertion in August and the City dropped that argument.

The conversations then came to another standstill with the City not wanting to meet.

The developer had a NOPC to allow us to move square footage around the commercial area scheduled for 09/18/2022.

The City sent a long winded letter objecting to any modification to the DRI and demanding that numerous provisions be added to the DRI that are counter to the developer.

The Developer chose to pull the NOPC and Michael coordinated a meeting with the City.

The meeting was set for 11/16/2022.

The Developer came to this meeting with Tonya Griffin, who had been working with Hunters Ridge since its inception.

At that meeting,

Noah stated that the developer was responsible to build a wastewater treatment facility for the City, this was negated. The City attorney claimed that Hunters Ridge has been delinquent in submitting their environmental monitoring reports and annual reports. This claim was denied by Kim Buck who compiles the reports annually and delivers them to the City.

The City Attorney brought up the hydroperiod restoration and stated that he could not find evidence that it had been completed.

Tonya Griffin argued that in fact the hydroperiod restoration was conducted both in Flagler and in Ormond Beach.

The Flagler County work was conducted over several years with the construction of the weir on Hull canal, filling the ditches along 40-Grade as well as installing ditch blocks along the East side of the canal.

She stated that in fact her husband, Wayne Griffin had been one of the members on the team that conducted that restoration work.

The Ormond restoration was conducted as part of the Westland Village permit application.

She also stated that there was a memo from SJWMD confirming that the work had been completed.

(This information was sent to the City by email after this meeting.)

The City attorney claimed that Hunters Ridge was delinquent in providing annual environmental reports and annual reports as required by the DRI.

Kim Buck disputed this claim as she compiling them annually and witnessed that she hands them to the City.

The Developer brought up the difficulty with the mitigation without development permits from SJWMD.

The City Attorney acknowledge that the District had told him the same regarding the inability to attain mitigation.

The City Attorney and Noah McKinnon then made another assertion that the developer is not entitled to mitigation credits that can be used outside of the City and instead he is only entitled to "Environmental Credits" and since the City does not have a Environmental impact fee, therefore the developer must deed the land with no mitigation rights or compensation.

The City demanded a joint deed to be sent to SJWMD and the city with no restrictions.

Michael Chiumento disputed this claim, he stated that the City no longer having an environmental impact fee does not mean that the developer has no claim to compensation.

Additionally, wetland mitigation is not a local credit, it is determined and credited/debited by the State.

The developers attorney and engineer followed up after this meeting with all the documents showing that the hydroperiod restoration has been completed.

We sent the deed and said that we would not deed the property until SJWMD agreed to the mitigation.

During this time, Michael had sent several emails to the City Attorney checking on the status to discuss further.

The City Attorney responded that he has been busy with other issues and will get back to us at a later date. 12/01/2022.

(See attached)

No meetings took place until January 2023.

The City requested a demanded that no associates were to attend, explicitly stating that Kim Booker and Kim Buck were not allowed to join this meeting, denying the developer the opportunity to have council, we in turn had to bring our mediation attorney.

We met with the City Manager, the City Attorney and Noah McKinnon.

Michael Chiumento was the only one allowed to join us in the meeting.

As you described the meeting in our private meeting 3 weeks later, "the meeting was contentious".

The City demanded that we remove the easement from Flagler County and convert the legal instrument to a inter-local agreement.

Obviously, we are unable to remove the easement and we are not capable of forcing or addressing an inter-local agreement between two governing bodies.

The City Attorney claimed that we have no right to mitigation, only environmental impact credits and since the City doesn't have those, the developer is not entitled to compensation.

Michael Chiumento expressed a disagreement with the City Attorney that the developer is still entitled to compensation, that the mitigation credits are a State issued credit and it is outside the jurisdiction of the City.

He asserted that the developer has no power to control the County and that therefore cannot be expected to force them to an agreement.

The City Attorney argued that they cannot take the deed to the property if there are easements, so this created an impossible position for us.

I then argued with The City Attorney regarding the fire access on 40-Grade and asked how Flagler County would save lives and fight a potential catastrophic event similar to the fires of 1998 and 2012, who would be responsible for those deaths and are they intending to have Ormond Beach fire fighters prepared for such an event?

The City Attorney responded that they have no intention of denying access to Flagler County, they simply want to change the legal instrument, we responded again that we have no authority over Flagler County decisions.

We discussed a hypothetical emergency roadway from the future Flagler County Regional Park, we determined that that would require a study and due to the current position of the Flagler Fire Department on Rodeo Drive, this would be a impossible solution.

The City said that if we do not get the County to remove the easement then they will hold us in non-compliance.

We argued that we cannot remove easements and therefore we cannot deed the land if we were to operate under the City's legal opinion. The only one who can make that determination is a judge.

We informed the City that we had a phase 1 completed by ECS and that a site visit completed by SJWMD and that the District had confirmed that the hydroperiod restoration had been conducted.

We left the meeting without any progress.

We requested a meeting with The Mayor, Bill Partington in order to make progress with the City.

That meeting took place in Michael Chiumento's office in the Palm Coast Town Center on Thursday 01/26/2023 .

Present at the meeting were Glen Fishman, Michael Chiumento, The Mayor and myself.

We discussed the entire history of contention with the City and our complete bewilderment at the aggression towards us from the City attorney and that we had offered to cooperate in any way possible and that we had been in consistent contact with SJWMD to get all mitigation out of this parcel or place an all-encompassing easement over the site so we can get the mitigation post deed yet the City had denied those requests.

The Mayor said that he was perplexed by the aggression from the City Attorney and that he would look into it.

Michael and Kim Booker received an email from the City Attorney on January 27th, 2023 banning them from speaking with any City Staff or face an ethics violation.

This meant that the only way for us to communicate with the City was the Developer sending requests through staff.

On March 1st 2023 at 11:30am, Shawn Finley contacted me on the 386-843-5507 number and left a voicemail that the City had requested that me and him converse with each other to come to a resolution.

Shawn and I met in City Hall in March, the week of the Daytona Bike Week, I was 15 minutes late to this meeting due to the excessive traffic caused by this event.

When I got to City Hall, Steven Spraker and Shawn Finley were waiting for me.

I apologized for the delay, Shawn and I went into the Public Utility office on the first floor of the building.

During this meeting we discussed the subjects below:

Deeding the 287-acre Parcel B,

The Flagler County easement,
The right to extend the 40-Grade to a 60ft roadway (which it already was),
The Hydro-period restoration,
The City Attorneys claim that Hunters Ridge had not sent an annual report or environmental monitoring report to the City since 2005,
The City's plan for a wastewater treatment facility,
The City's purchase of the Lake Swamp parcel, North of Hunters Ridge for reclaim,
Lastly we discussed the contention between the City attorney and the Developer.

Deeding the 287- Parcel B

We both agreed that the developer would continue to work with SJWMD to get the mitigation out of that parcel as quickly as possible and that I would keep you up to date on that.

I have done just that, we had a phone call on Friday, July 28th 2023 to discuss the updates on that site, you said you were pleased with the update and reiterated that you would like to conduct a site visit, to which I responded that I would be happy to accompany you in a site visit, all I requested was the scope of the inspection and the reason for it in an email. That email was never received.

The Flagler County easement

We spoke about the inability for the developer to remove an easement from a governing body and that the City attorney had requested that the easement be replaced with an interlocal agreement.

We agreed that the developer has no control over Flagler County decisions and board actions. The City and County need to come to terms.

We also discussed the disagreement between our legal council and the City regarding the inability to convey the land fee simple if there are easements present, we agreed that a judge would need to make that determination as legal opinions are just that, opinions.

We discussed that the developer has kept every promise to the City regarding improvements and that we have had a terrific working relationship in all areas other than the disagreement over Parcel B.

The right to extend the 40-Grade to a 60ft roadway (which it already was),

You stated that the City Attorney was concerned that Flagler County could potentially build a 4 lane roadway with blacktop through the land.

I countered that they have no reason to do that, they would need permits from Ormond Beach and that if that had been their intent, they would have done so already.

You acknowledged the ridiculousness of the concern but added a caveat that the City Attorneys job was to protect the City from hypothetical threats as well.

The Hydro-period restoration

I began this segment with an accusation that this appeared to me to be an obvious witch-hunt, that I had already sent the proof of the completion of the work and that I would send the proof again to you.

We spoke about the SJWMD acknowledgment that the work had already been conducted, I sent you a memo from SJWMD acknowledging that the work had been conducted. We discussed that the City had requested that SJWMD do a site visit to ensure that this was in fact the case and that the District had conducted that site visit and that they reported back to the developer and to the City that the work had been completed and that it would be impossible to conduct that work again today as the requirement was to mend the effected hydroperiod from over 30 years ago.

Within this segment of conversation, we also discussed that the City and the developer have both had extensive conversations with SJWMD as to the correct way to convey the property and still retain the ability to attain mitigation from the property and that SJWMD had told both parties that it would be impossible to take mitigation from the property after it has been deeded to them. We went further to discuss that my attorney had requested to emulate the agreement we have with Flagler county in their conservation area and that the City attorney had said no to that request.

The City Attorneys claim that Hunters Ridge had not sent an annual report or environmental monitoring report to the City since 2005

There is an entire bookcase in your office of Hunters Ridge Annual Reports from 1991 – 2021.
I asked if perhaps the City Attorney doesn't walk into your office, at this, you laughed and apologized.

The City's plan for a wastewater treatment facility

I offered to carve off a piece of the 287 acres, submit an NOPC to the City to allow the City to expand the footprint of Parcel A and therefore have additional land for the Wastewater treatment facility.
You said that was an interesting proposition and that you would send that up the chain.

The City's purchase of the Lake Swamp parcel, North of Hunters Ridge for reclaim

I asked about the limits of this extension and how the City intends to get the water from this new site to the areas south of Hunters Ridge?

You stated that the City would be dragging a line down the FPL easement to the waste water treatment site.
To this I asked "I don't believe you have a non-potable easement allowance on our property, as such, wouldn't you need one?"
You answered that the City will indeed require an easement.
I then stated "Perhaps then, it would be beneficial to both parties to end the contention so that we can work together on future projects."
We discussed that the developer has kept every promise to the City regarding improvements and that we have had a terrific working relationship in all areas other than the disagreement over Parcel B.

You agreed and stated that from now on, you would be in touch with me in order to keep open lines of communication.

Lastly, we discussed the contention between the City attorney and the Developer.

I asked repeatedly what happened that the City turned adversarial toward us and how we had originally had a wonderful meeting of the minds when the developer came to meet the City in September of 2021 regarding modifying the Ormond DRI to allow the City to dig wells in Parcel B.
You did not know the answer to that question.

We discussed that the developer had hired Michael Chiumento in order to mend the divide that we felt may have been a personality clash between the City attorney and Kim Booker.
You stated that we had been a pleasure to work with and that the former developer was extremely difficult to work with, you also stated that we had kept every promise to the City until this point.

Lastly, we discussed that in the effort to keep lines of communication open and without fighting, that you and I would be in contact to remedy the disagreement with the City.

After all that and the promise to remediate the situation through open lines of communication.
I find it surprising and extremely hurtful that the City would issue an order of non-compliance without at least having a follow-up meeting or conversation with us. I have always made myself available to meet with you and the City at any time. I am open to speaking with you at any time.
I have always made myself available to meet with you and the City at any time.

You can contact me on either cell phone
732-552-5154
386-843-5507

The Jewish holidays are upon us now so obviously my timing is more constricted than other times of the year.

Obviously, we disagree with the non-compliance and will fight our case in front of the commission and a judge if need be.
We would prefer to have a good relationship with the City, I have gone gray trying to appease the City Attorney and I will continue to work to understand how I angered him to this extreme extent.

I'd like to discuss this with you before either side is forced to take next steps. Thank you, I look forward to speaking with you.
Wishing you and your family all the best,

Thank you,
I look forward to speaking with you.

Jake Beren
Chief Operating Officer
Hunters Ridge Development and Acquisitions
880 Airport Rd, Ormond Beach, FL
Cell: 386-843-5507
Personal: 732-552-5154

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CITY OF ORMOND BEACH

Planning • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3311 • Fax (386) 676-3361

October 4, 2023

U.S. Capital Alliance, LLC
111 Coleman Boulevard, Suite 400
Mount Pleasant, SC 29464

U.S. Capital Alliance, LLC
880 Airport Road, Suite 113
Ormond Beach, FL 32174

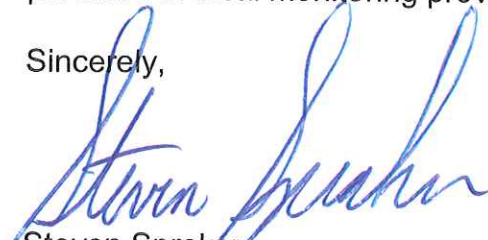
Kim Booker, Registered Agent for U.S. Capital Alliance, LLC
Booker & Associates, P.A.
1019 Town Center Drive, Suite 201
Orange City, FL 32763

Certified Copy, Return Receipt Requested and via Electronic Mail

Re: Notice of Noncompliance; Ormond Beach Hunter's Ridge DRI

Please find attached a Notice of Noncompliance regarding the Ormond Beach Hunter's Ridge Development of Regional Impact. The City Commission of the City of Ormond Beach, Florida, will hold a Public Hearing during a Special Commission meeting at **5:30 P.M. on Wednesday, October 25, 2023**, in the City Commission Chambers, City Hall, 22 South Beach Street, Ormond Beach, Florida, to consider a resolution determining noncompliance due to the failure by U.S. Capital Alliance, LLC ("developer") to correct violations of the Ormond Beach Hunter's Ridge Development of Regional Impact (DRI), pursuant to local monitoring provisions of Section 380.06, Florida Statutes.

Sincerely,



Steven Spraker
Planning Director

Enclosure: Notice of Noncompliance

CC: Michael Chiumento, Esquire (Certified Copy, Return Receipt Requested and e-mail)
Kim Buck, P.E. (Certified Copy, Return Receipt Requested and e-mail)
Philip W. Crawford, Director Products Liability Group, (via e-mail)
Joyce Shanahan, Ormond Beach City Manager, (via e-mail)
Randy Hayes, Ormond Beach City Attorney, (via e-mail)
Shawn Finley, Ormond Beach Public Works Director, (via e-mail)
Adam Mengel, Flagler County Growth Management Director, (via e-mail)

NOTICE OF NONCOMPLIANCE PURSUANT TO FLORIDA STATUTE 380.06

Jurisdiction and authority

The State of Florida Land and Water Adjudicatory Commission approved an Amended Final Order authorizing a development of regional impact ("DRI") for lands in the City of Ormond Beach to be developed as Hunter's Ridge subdivision ("Ormond Beach Hunter's Ridge DRI"). The Amended Final Order is recorded at Book 3696, Pages 1640 et. seq. of the Volusia County Public Records and includes Special Conditions (at Page 1673), a Joint Stipulation (at Page 1735), and a Development Phasing Map (at Page 1743). The Development Phasing Map is attached as Exhibit 1. The Amended Final Order determined the city of Ormond Beach to be the local government having jurisdiction over Hunter's Ridge DRI lands within the City and determined that when developed subject to the conditions imposed by the Amended Final Order, the Hunter's Ridge development would be consistent with the Ormond Beach Comprehensive Land Use Plan and the city's land development regulations (Book 3696, Pages 1655 and 1659). The Amended Final Order requires the Hunter's Ridge development to be consistent with the Ormond Beach Comprehensive Land Use Plan and the city's land development regulations. The Amended Final Order constitutes a land development regulation applicable to the Ormond Beach Hunter's Ridge DRI land and the conditions therein are covenants that run, in perpetuity, with the land (Book 3696, Pages 1640, 1668). The Hunter's Ridge development must conform with the Amended Final Order that was approved by the State of Florida Land and Water Adjudicatory Commission.

Description of violations by Developer

1. Failure to convey Parcel B of the conservation lands to the City, by fee simple Warranty Deed. The conservation lands are shown on the development phasing map as Parcel B.

2. Conveying a sixty-foot (60') wide public road easement to Flagler County through conservation lands located within the city, that are required to be conveyed to the City in fee simple.
3. Authorizing Flagler County and the Developer to develop and construct a sixty-foot wide public road through conservation lands located in the City of Ormond Beach.
4. Failing to prepare a hydroperiod restoration plan for Parcel B of the conservation lands that is acceptable to, and approved by, the City, SJRWMD, and Flagler County.
5. Failing to complete hydroperiod restoration activities in accordance with a hydroperiod restoration plan for Parcel B of the conservation lands that is acceptable to, and has been approved by, the City, SJRWMD, and Flagler County.

Conveyance of conservation lands

The Amended Final Order Special Condition 3.5 and the Joint Stipulation require the developer to convey conservation lands, that are located within the City, to Ormond Beach and the St. Johns River Water Management District (SJRWMD) (Book 3696, Pages 1681, 1736). The conservation lands are required to be conveyed by fee simple warranty deed and include land commonly known as the Forty Grade. The conservation lands are shown on the Development Phasing Map, attached as Exhibit 1, as Parcel A and Parcel B. The conservation lands have been incorporated in, and are subject to, the Ormond Beach Comprehensive Land Use Plan and have been given a land use designation of open space/conservation consistent with the Amended Final Order that prohibits development, including the development of roads. The City's Comprehensive Land Use Map showing Parcel B is attached as Exhibit 2. The Joint Stipulation and Special Condition 3.5 of the Ormond Beach DRI, as well as the City's Comprehensive Land Use Plan,

remove from development, the conservation lands that are to be conveyed to the City and SJRWMD (Book 3696, Pages 1681, 1736). These publicly recorded covenants prohibit the developer from conveying any interest in the conservation lands to any other person or entity, and prohibit the developer from engaging in or authorizing uses of the conservation lands by others that are prohibited by the Amended Final Order, and the City's Comprehensive Land Use Plan and land development regulations. Although the City, SJRWMD, and the developer have agreed to the form of a deed for the conveyance of the conservation lands, the Developer has failed to convey Parcel B of the conservation lands to the City of Ormond Beach in fee simple.

The Developer has conveyed Parcel A of the conservation lands to Ormond Beach as required by the Amended Final Order of the Florida Land and Water Adjudicatory Commission, but has failed to substantially comply with the Ormond Beach DRI by failing to convey Parcel B. The Developer's obligation to convey Parcel B of the conservation lands to the City, in fee simple, is absolute and without condition. The city manager, city attorney and city staff have met with the Developer and its representatives seeking compliance, but to no avail. The developer has not presented to the City a good faith effort or plan to comply with the Amended Final Order for the Ormond Beach DRI.

In violation of the State of Florida Land and Water Adjudicatory Commission's Amended Final Order, the developer has conveyed to Flagler County a sixty-foot (60') wide public road easement in Parcel B. The land is located exclusively within the City and outside the legislative jurisdiction of Flagler County. A copy of the public road easement given to Flagler County that is located within Volusia County and the City of Ormond Beach is attached as Exhibit 3. The stated purpose of the easement authorizes the developer and Flagler County to develop, construct,

maintain, repair and use a sixty-foot (60') wide public road from State Road 40 (Granada Boulevard) in Ormond Beach northward through the conservation lands and to connect to Strickland/Durrance Lanes in Flagler County. The conveyance of the sixty-foot (60') wide public road easement to Flagler County purports to change the developer's obligation under the Ormond Beach DRI in violation of the Amended Final Order, the publicly recorded covenants, the City's Comprehensive Land Use Plan and land development regulations, and Chapter 380, Florida Statutes. The effect of the developer's conveyance of the sixty-foot (60') wide public road easement to Flagler County constitutes a substantial violation of, and a deviation from, the Amended Final Order that would result in additional, and substantial regional, impacts within the City of Ormond Beach and Volusia County in violation of the Amended Final Order, the City's Comprehensive Land Use Plan and land development regulations, and Chapter 380, Florida Statutes (Book 3696, Page 1668).

The unlawful conveyance by the developer of the public road easement to Flagler County within the conservation area, and the stated uses of the public road easement, conflict with the Ormond Beach Hunter's Ridge DRI, the Ormond Beach Comprehensive Land Use Plan, and Ormond Beach's land development regulations. In addition, the Forty Grade public road easement prevents the developer from conveying to Ormond Beach and SJRWMD fee simple ownership of the conservation lands as required by the Ormond Beach DRI.

Parcel B is identified as a conservation area in the Ormond Beach Comprehensive Land Use Plan and the use of conservation land for a road is strictly prohibited. Section 163.3194, Florida Statutes, prohibits development that is not in compliance with the Comprehensive Land Use Plan.

Hydroperiod Restoration Plan and completion of restoration work

Special Condition 3.5 and the Joint Stipulation of the Florida Land and Water Adjudicatory Commission's Amended Final Order require the conservation lands to be used and managed exclusively for the maintenance, preservation, and restoration of native upland and wetland ecosystems that are historically existent on the conservation lands and used for compatible environmental purposes. Any development activities other than limited excavation and filling necessary to restore the natural hydroperiod of the area and limited construction of environmental educational facilities and nature trails are strictly prohibited (Book 3696, Page 1681, 1736).

Special Condition 3.5 and the Joint Stipulation of the Florida Land and Water Adjudicatory Commission's Amended Final Order require the Developer of the Hunter's Ridge DRI to prepare a hydroperiod restoration plan that is acceptable to the SJRWMD, the City, and Flagler County for the hydroperiod restoration of the conservation lands, and to complete the hydroperiod restoration work in accordance with the approved plan (Book 3696, Pages 1683, 1738). Specifically, the hydroperiod restoration plan must: (a) provide for the plugging, or installation of water control structures in the Hull Cypress Swamp ditch to restore the hydroperiod of the Hull Cypress Swamp; (b) provide for gaps in the fill berm along the Hull Cypress Swamp ditch to reflood the wetland strand that exists parallel to the ditch, and divert flow of the ditch through the wetland area in the strand adjacent to the ditch; and (c) plug, or install water control structures in all other manmade canals or ditches on the property as may be necessary to restore the historical hydroperiod (Book 3696, Pages 1683, 1738).

The Developer has failed to provide a hydroperiod restoration plan for Parcel B of the conservation area that has been accepted, and approved, by the SJRWMD, the City, and Flagler

County as required by the Amended Final Order. The Amended Final Order provides that a delay in the completion of the hydroperiod restoration work does not relieve the developer of the obligation to complete the restoration work that is required by the Amended Final Order (Book 3696, Pages 1684, 1738 - 1739).

Required corrective action

All development, including developments of regional impact, must be consistent with the comprehensive land use plans and land development regulations of the local government that has jurisdiction over and approves the development, as provided in Chapters 163 and 380, Florida Statutes. The Hunter's Ridge development must comply with the comprehensive land use plans, land development regulations, and DRI orders of the respective county and city having jurisdiction over such lands. A local government must enforce DRI orders to ensure that the development is consistent with their respective comprehensive land use plans and land development regulations, and is prohibited by section 380.115, Florida Statutes, from issuing permits or approvals or providing any extension of services if a developer fails to act in substantial compliance with the development order. The City is required by law to enforce the conditions of the Florida Land and Water Adjudicatory Commission's Amended Final Order for the Ormond Beach Hunter's Ridge DRI. The Developer's good faith compliance with the Amended Final Order is required. The Developer shall come into compliance with the Amended Final Development Order by:

1. Within sixty (60) calendar days from the date of the determination of non-compliance by the Ormond Beach City Commission, causing Flagler County to release any and all interest it claims to have in and to the Easement, including the unencumbered reconveyance by Flagler County of the Forty Grade easement to the Developer.

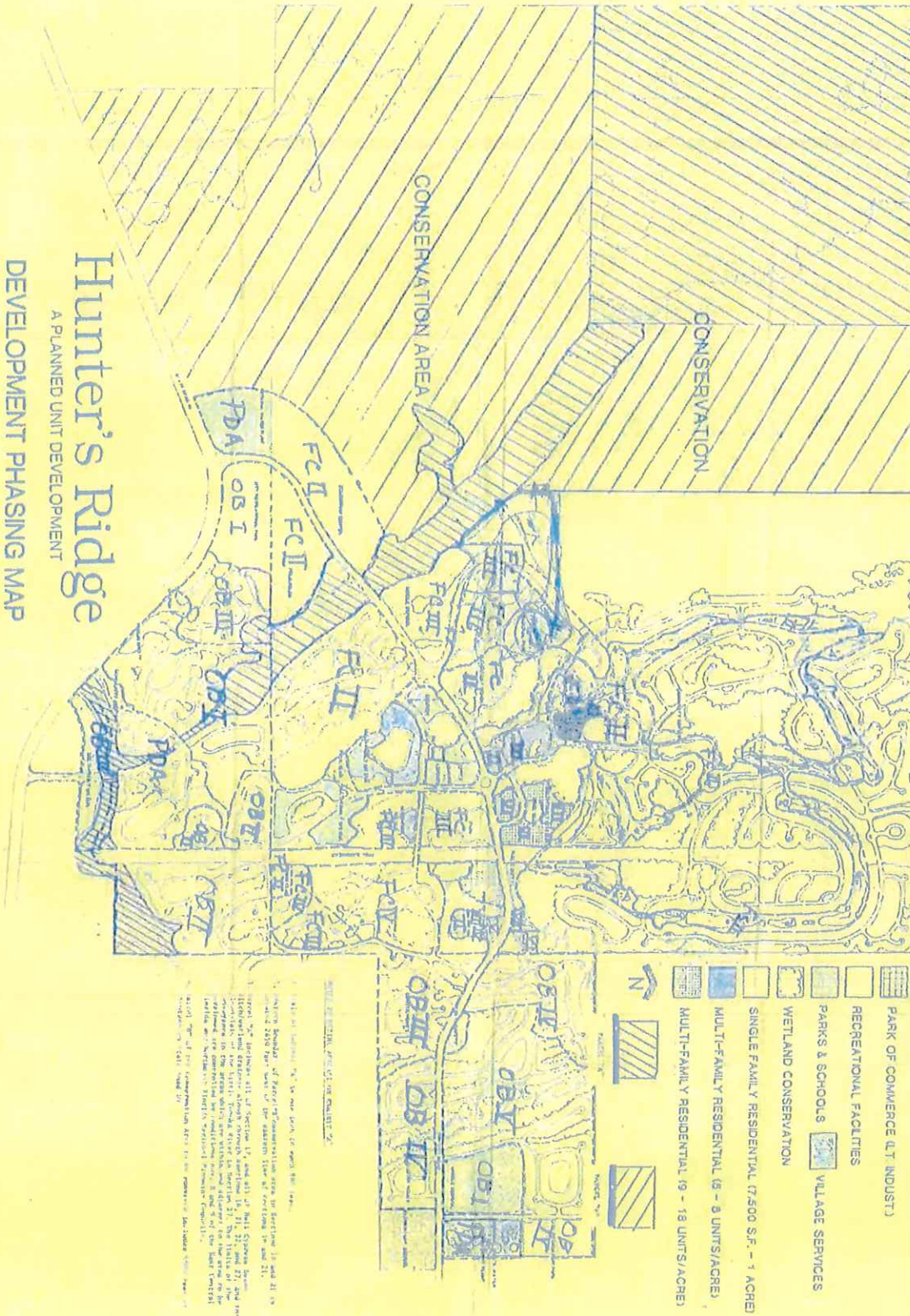
2. Release/subordinate liens and encumbrances.
3. Prepare a hydroperiod restoration plan for Parcel B in the conservation area that is acceptable to, and approved by SJRWMD and the City.
4. Complete the hydroperiod restoration work in accordance with an approved hydroperiod restoration plan as soon as practicable.
5. Convey to the City and SJRWMD, in fee simple or an easement to SJRWMD if it prefers, Parcel B of the conservation lands within 60 days.

The City is required by section 380.115, Florida Statutes to enforce the terms and conditions of the Florida Land and Water Adjudicatory Commission's Amended Final Order, including the City's Comprehensive Land Use Plan and development regulations. The City is prohibited from issuing any permits or approvals or providing any extensions of service if the Developer fails to act in substantial compliance with the Amended Final Order.

EXHIBIT 1

Hunter's Ridge

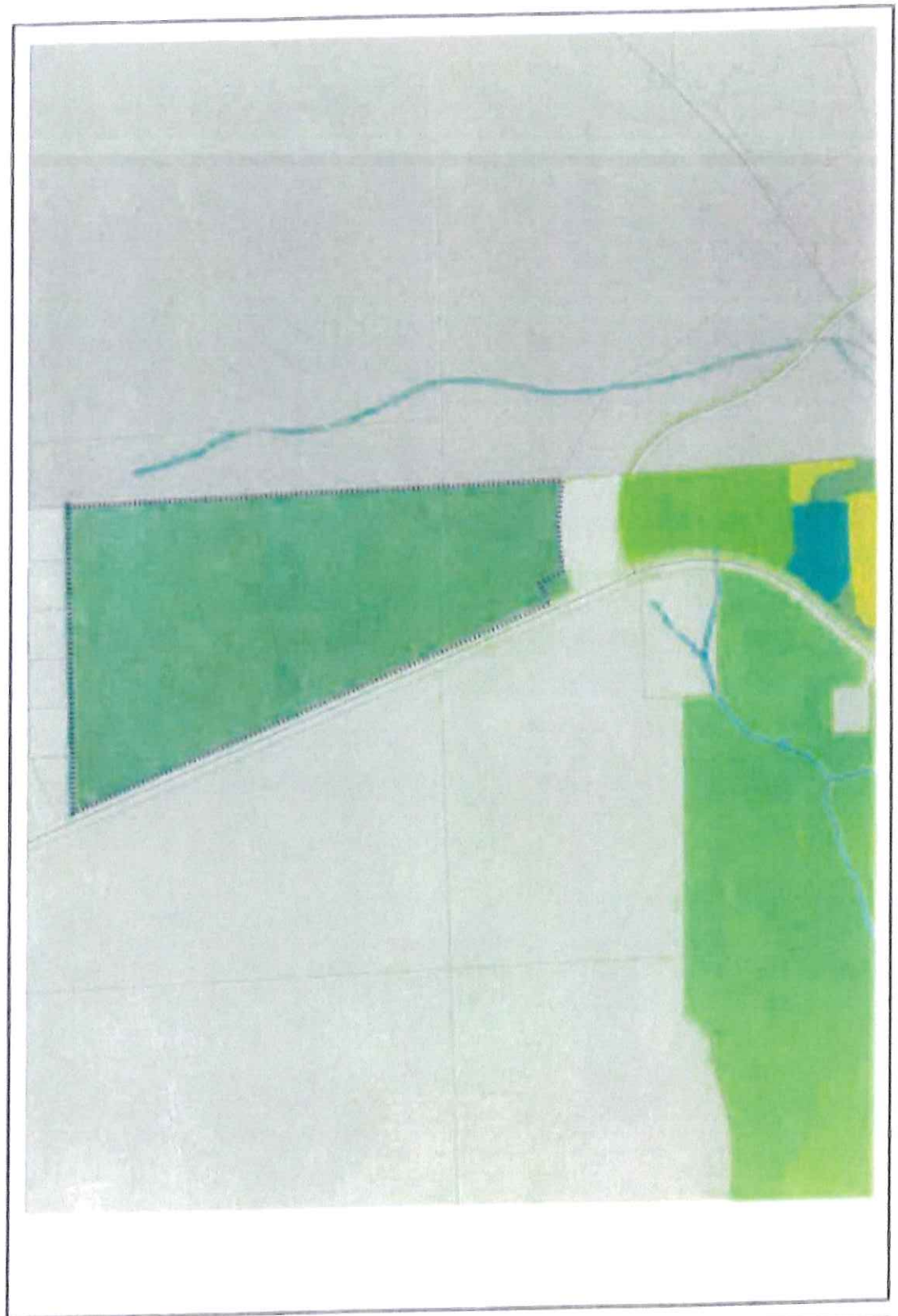
A PLANNED UNIT DEVELOPMENT
DEVELOPMENT PHASING MAP



LEGEND

- VILLAGE RETAIL OFFICE
- VILLAGE OFFICE
- PARK OF COMMERCE (LT INDUST)
- RECREATIONAL FACILITIES
- PARKS & SCHOOLS
- VILLAGE SERVICES
- WETLAND CONSERVATION
- SINGLE FAMILY RESIDENTIAL (7,500 S.F. - 1 ACRE)
- MULTI-FAMILY RESIDENTIAL (5 - 8 UNITS/ACRE)
- MULTI-FAMILY RESIDENTIAL (9 - 18 UNITS/ACRE)

EXHIBIT 2



LOCATION MAP

Hunters Ridge parcel

Open Space/Conservation



EXHIBIT 3

40 GRADE
GRANT OF EASEMENT

THIS INDENTURE, made this 24 day of April, 2017, by and between U.S. Capital Alliance, LLC, a Florida limited liability company, whose address is 880 Airport Road, Suite 113, Ormond Beach, Florida 32174 (hereinafter referred to as "Grantor") and FLAGLER COUNTY, FLORIDA a political subdivision of the State of Florida (hereinafter referred to as "Grantee").

WHEREAS, the Grantor is seized in fee simple and in possession of lands across the Westerly 60 feet of Sections 16 and 21, Township 14 South, Range 31 East, Flagler County, Florida, and the Westerly 60 feet of Section 28, Township 14 South, Range 31 East, Volusia County, Florida lying North of State Road 40 and that particular portion of it described below; and

WHEREAS, the Grantee is seized in fee simple of a parcel of land contiguous to the land of Grantor; and

WHEREAS, Grantee desires to acquire a certain easement ("Easement") over a portion of Grantor's property, which is also subject to other third party easements; and

WHEREAS, Grantor has agreed for the sum of \$10.00 and other good and valuable consideration to convey to Grantee and all other persons claiming by, through or under Grantee, or any of them, their predecessors in title or their heirs, assigns, or legal representatives, an easement or right of way over the land described below, for the purposes and in the manner expressed below; and

WHEREAS, Grantor is obligated to convey to Grantee said Easement pursuant to the Hunter's Ridge DRI Development Order as approved by Grantee on November 15, 2010 (the "DRI Development Order").

NOW, THEREFORE, the Grantor grants unto the Grantee, its heirs and assigns, a perpetual 60 foot wide easement over the existing roadway commonly known as "40 Grade", from State Road 40, northward to its terminus at Strickland Road/Durrance Lane, with full and free right and liberty for them and their tenants, servants, visitors and licensees, at all times hereafter, for all purposes connected with the use and enjoyment of the land of the Grantee for whatever purpose the land from time to time lawfully may be used and enjoyed, to pass and repass along the provided roadway or roadways, to improve and maintain the roadway and install associated improvements, and to install utilities lines on or under the Easement.

This Grant of Easement shall be subject to the following conditions:

1. The parties acknowledge that the current location of 40 Grade meanders within the area more particularly described as: the Westerly 60 feet of Section 28, Township 14 South, Range 31 East, Volusia County, Florida, and the Westerly 60 feet of Sections 16 and 21, Township 14 South, Range 31 East, Flagler County, Florida, all lying North of State Road 40. The parties agree the existing location of the 40 Grade roadway may be moved,

altered, shifted or otherwise modified by Grantee from time to time, within the Easement, in the sole discretion of Grantee, providing that the width of the 40 Grade roadway easement area does not exceed 60 feet. Grantee may cause a survey of 40 Grade to be performed and a legal description to be prepared, and the parties agree that upon completion, Grantee may record an amendment to this Agreement in order to more particularly describe the 40 Grade Easement.

2. Grantee shall maintain the Easement together with any improvements constructed or installed thereon by Grantee or associated with Grantee's use of the Easement. The operation and maintenance of such improvements and of the Easement shall be at Grantee's sole cost and expense.
3. Grantor hereby reserves the right to make any modifications to the roadway located within the Easement, at its sole cost and expense, pursuant to the terms and conditions of the Conceptual Permit issued by the St. Johns River Water Management District (the "SJRWMD") and consistent with conservation easements between Grantor and the SJRWMD; provided, however, that such modifications do not interfere with Grantee's rights provided for herein.
4. Through the date of conveyance, Grantor shall pay any and all taxes, charges or use fee(s) levied by any governmental agency against Grantor's interest in the Easement, or against any of Grantor's real property subject to the Easement.
5. This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligation herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect except in a subsequent modification in writing, signed by the parties hereto.
6. This instrument shall be binding and inure to the benefit of the respective successors and assigns of the parties hereto and the benefits and burdens herein shall run with the land.

TO HAVE AND TO HOLD the Easement or right of way hereby granted unto Grantee, its heirs and assigns, as appurtenant to the land of the Grantee.

IT IS FURTHER UNDERSTOOD that the Grantor, its heirs, assigns and tenants in no way will be bound to improve, maintain or construct a roadway, or to keep it in repair, nor does the Grantor, its heirs and assigns, assume any liability or responsibility to Grantee, its heirs and assigns, or any person using the land by invitation, express or implied, or by reason of any business conducted with Grantee, its heirs or assigns, or otherwise.

In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered
in the presence of:

U.S. CAPITAL ALLIANCE, LLC,
a Florida limited liability company

Witnesses:

Print Name: IRA J SAIDIN

Print Name: ANTHONY CUPO

By: ALLAN FEKER
Allan Feker, Manager

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me this ____ day of _____, 2017, by ALLAN FEKER, who is personally known to me or who has produced _____ as identification.

Print Name: _____
Notary Public, State of Florida
Commission No. _____
My Commission Expires: _____

SEE ATTACHED CERTIFICATE
DATE 4-24-17 NOTARY INITIALS BC

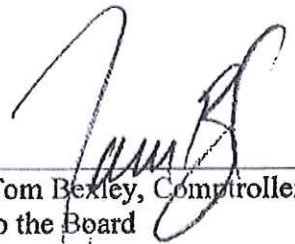
In Witness Whereof; Grantee has hereunto set Grantee's hand and seal the day and year first above written.

**FLAGLER COUNTY BOARD OF COUNTY
COMMISSIONERS**

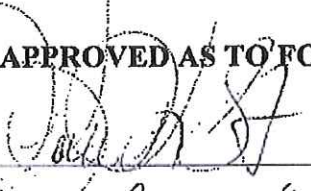

Nace McLaughlin, Chairman

ATTEST:

Execution of this Agreement was authorized by the
Board of County Commissioners at its public
meeting held on December 5, 2016.


Tom Bexley, Comptroller and Clerk
to the Board

APPROVED AS TO FORM:


Special Counsel to Flagler County

CALIFORNIA JURAT CERTIFICATE

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

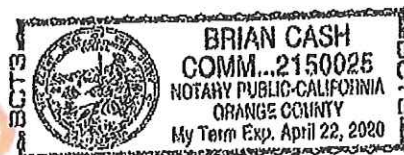
State of California
County of Orange

Subscribed and sworn to (or affirmed) before me on this

24 day of April, 2017

by Allan Feker,
proved to me on the basis of satisfactory evidence to be the person(s) who
appeared before me.

Signature Brian Cash



ADDITIONAL INFORMATION (OPTIONAL)

DESCRIPTION OF THE ATTACHED DOCUMENT

40 Grade Grant of
(Title or description of attached document)

Easement
(Title or description of attached document continued)

Number of pages 4 Document Date 4-24-17

(Additional information)

NOTARY PUBLIC CONTACT INFORMATION

The UPS Store
668 N Coast Hwy
Laguna Beach, CA 92651

949-494-4420 tel
949-494-9850 fax

store0120@theupsstore.com
www.TheUPSSStore.com/0120

DEED OF CONSERVATION EASEMENT

THIS GRANT DEED OF CONSERVATION EASEMENT is made this day of 27th day of January, 1997 by GEORGIA-PACIFIC CORPORATION, whose address is 133 Peachtree Street N. E., Atlanta, Georgia, 30303 ("Grantor"), in favor of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, a public body existing under Chapter 373, Florida Statutes, having a mailing address at Post Office Box 1429, Palatka, Florida 32178-1429 ("Grantee").

WITNESSETH:

WHEREAS Grantor is the sole owner in fee simple of certain real property in Volusia County, Florida, more particularly described in Exhibit "A" attached hereto and incorporated by this reference (the "Property"); and

WHEREAS, the Property possesses environmental value (the "environmental value") of great importance to the Grantor and to Volusia County, Florida; and

WHEREAS, Grantor intends, as owner of the Property, to convey to Grantee by Deed of Conservation Easement (hereinafter the "Deed") the right to preserve and protect the environmental value of the Property in perpetuity; and

WHEREAS, Grantee agrees by accepting this Deed to honor the intentions of Grantor stated herein, and to preserve and protect in perpetuity the environmental value of the Property for the benefit of this generation and the generations to come;

NOW THEREFORE, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein, and pursuant to the provisions of 704.06, Florida Statutes, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth (the "Easement"). This Easement satisfies the conditions set forth in St. Johns River Water Management District Permit # [REDACTED] 2.

1. Purpose: It is the purpose of this Easement to assure that the Property will be retained forever, except as herein provided, in its existing natural conditions and to prevent any use of the Property that will materially impair or interfere with the environmental value of the Property.

2. Rights of Grantee: To accomplish the purposes stated above, the following rights are conveyed to grantee by this Deed:

- (a) To preserve and protect the environmental value of the Property.
- (b) To prevent any activity on or use of the Property that is inconstant with the purpose of this Easement, and to require the restoration of areas or features of the Property that may be damaged hereafter by any inconsistent activity or use in the future.
- (c) To enter upon and inspect the Property, in a reasonable manner at reasonable times, to determine if the Grantor or its successors and assigns are complying with the covenants and prohibitions contained in this Easement; and
- (d) To proceed at law or in equity to enforce the provisions of this Easement and the covenants set forth herein, and to prevent the occurrence of any of the prohibited activities hereinafter set forth.

3. Prohibited Uses: Any activity or use of the Property inconsistent with the purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

- (a) Construction or placing of buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground;
- (b) Dumping or placing of soil or other substance or material as landfill or dumping or placing of trash, waste or unsightly or offensive materials;
- (c) Removal or destruction of trees, shrubs, or other vegetation; with the exception of activities allowed in Section 3.5 (H) of the Ormond Beach Development Order recorded in O. R. Book 3696 pages 1640 through 1745 (hereinafter the "Development Order");
- (d) Excavation, dredging or removal of loam, peat, gravel, soil, rock or other material substances in such a manner as to affect the surface;
- (e) Surface use, except for purposes that permit the land or water area to remain predominantly in its natural condition; and except for purposes stated in item 3 (c) of this Deed;
- (f) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation (except for excavation and filling authorized by Section 3.5 (H) and (F) of the Development Order); and
- (g) Acts or uses detrimental to such retention of land or water areas.

4. Reserved Rights: Grantor reserves and excepts unto itself and its personal representatives, heirs, successors and assigns, all rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Easement.

5. Grantee's Discretion: Enforcement of the terms of this Easement shall be at the discretion of the Grantee, and any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of the Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

6. Acts Beyond Grantor's Control: Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for the injury to or change in the Property resulting from natural causes beyond Grantor's control, including without limitation, fire, flood, storm and earth movement, or from any act taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Property resulting from such causes.

7. Assignment: This Easement is transferable, but Grantee may assign its rights and obligations under this Easement only to an organization that is a qualified organization at the time of transfer under Section 170 (h) of the Internal Revenue Code of 1954, as amended, or any successor provision then applicable). As a condition of such transfer, Grantee shall require that the environmental purposes that this Grant is intended to advance, continue to be carried out.

8. Recordation: Grantor shall record this Deed in timely fashion in the Official Records of Volusia County, Florida, and Grantee may re record it any time as may be required to preserve its rights in this Deed.

9. Successors: The covenants, terms, conditions and restrictions of this Easement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representative, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Property.

IN WITNESS WHEREOF, Grantor has set its hand on the day and year first above written.

Signed, sealed and delivered
in the presence of witnesses:

Print: _____

Ray Travis
RAY TRAVIS

Grantor: GEORGIA-PACIFIC CORPORATION

BY: _____

William L. Covington
William L. Covington
Director, Minerals and Real Estate

Print: _____

Eliza L. Burnside
Eliza L. Burnside

Attest: _____

Elizabeth U. Fee
Elizabeth U. Fee
Assistant Secretary

STATE OF GEORGIA
COUNTY OF FULTON

The foregoing instrument was acknowledged before me this 27th day of January, 1997, by William L. Covington, Director, Minerals and Real Estate and Elizabeth U. Fee, Assistant Secretary, respectively, of Georgia-Pacific Corporation a Georgia corporation, on behalf of the corporation. They are personally known to me and did not take an oath.

My commission expires: 9-18-97

Commission No. _____

Sheron B. Belcher
Notary Public

Sheron B. Belcher
Please print or type name as it appears.

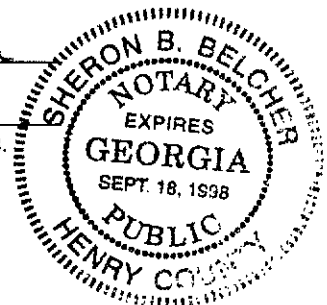


EXHIBIT "A"

LEGAL DESCRIPTION: HABITAT PRESERVATION AREA-MITIGATION SITE
(50 ACRES, MORE OR LESS)

A PORTION OF SECTION 29, TOWNSHIP 14 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE CONCRETE MONUMENT MARKING THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 29; THENCE EASTERLY, ALONG THE NORTHERLY LINE OF SAID SECTION 29, 1770 FEET; THENCE SOUTHERLY AT RIGHT ANGLES TO THE SAID NORTH LINE OF SECTION 29, 897 FEET, MORE OR LESS, TO A POINT 25 FEET NORTHERLY OF THE CENTERLINE OF A WOODS ROAD; THENCE SOUTHWESTERLY AND PARALLEL, ALONG A LINE 25 FEET NORTHERLY OF THE CENTERLINE OF SAID WOODS ROAD, 1885 FEET, MORE OR LESS, TO THE EAST LINE OF THE WEST 1/4 OF SAID SECTION 29; THENCE NORTHERLY, ALONG THE SAID EAST LINE OF THE WEST 1/4 OF SECTION 29, 1570 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, CONTAINING 50 ACRES, MORE OR LESS.

**RETAIL WATER AND WASTEWATER SERVICE AGREEMENT FOR THE
HUNTER'S RIDGE DEVELOPMENT IN FLAGLER COUNTY**

THIS RETAIL WATER AND WASTEWATER SERVICE AGREEMENT FOR THE HUNTER'S RIDGE DEVELOPMENT IN FLAGLER COUNTY (hereinafter the "Retail Service Interlocal") is made and entered into on the date signed by the last signatory below by Flagler County, a political subdivision of the State of Florida (hereinafter the "County") and City of Ormond Beach, a municipal corporation created under the laws of the State of Florida (hereinafter the "City")(hereinafter the County and the City collectively shall be the "Parties") .

WITNESSETH:

WHEREAS, the County and the City are authorized by Section 163.01, Florida Statutes, to enter into interlocal agreements to cooperatively and efficiently use their powers to provide public services that will advance the general health, safety and welfare of the citizens of the County; and

WHEREAS, Hunter's Ridge is a duly approved Development of Regional Impact (hereinafter the "DRI") partially located in Flagler County and partially located in the City of Ormond Beach in Volusia County; and

WHEREAS, there is a need for water and wastewater treatment services for the portion of the Hunter's Ridge DRI to be constructed in the southern portion of Flagler County (hereinafter the "Service Area"), and is more particularly depicted in attached Exhibit "A"; and

WHEREAS, on or about January 2006 the County and the City entered into a Temporary Interlocal Bulk Water and Wastewater Treatment Service Interim Agreement for the Hunter's Ridge Development in Flagler County, recorded at Official Records Book 1398, Page 70 of the Public Records of Flagler County on February 24, 2006, whereby the City agreed to provide bulk water and wastewater to the County to provide to the Service Area until the utility needs of the DRI could be better determined (hereinafter the "Temporary Bulk Service Interlocal"); and

WHEREAS, it has been subsequently determined that neither the County nor the DRI developer intend to construct water or wastewater treatment facilities in the Service Area; and

WHEREAS, the City currently owns and operates water and wastewater treatment facilities and has adequate capacity to meet the water and wastewater needs of the Service Area; and

WHEREAS, the County and the DRI developer now wish the City to provide retail water and wastewater service to the Service Area; and

WHEREAS, the DRI developer will be conveying new utility systems to the City that

will require no capital improvement compared to other portions of the City's service lying outside the City limits; and

WHEREAS, the customers located in the Service Area will pay the same utility impact fees as customers located within the City limits as opposed to other City utility customers located outside the City limits; and

WHEREAS, the Parties, for the reasons outlined above and pursuant to the terms and conditions of this Retail Service Interlocal, finds that it is in the best interest of the Parties for the City to provide retail water and wastewater services to the Service Area in the same manner and at a rate that shall not exceed 125 % of the rate that is charged to the City's utility customers located within the City limits; and

WHEREAS, section 17 of the Temporary Bulk Service Interlocal allows such agreement to be replaced by this Retail Service Interlocal once it is approved by the City Commission and the Board of County Commissioners;

NOW THEREFORE, in consideration of the premises set forth above and the covenants, obligations, duties and benefits herein set forth, and other valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged, the Temporary Bulk Service Interlocal is replaced by this Retail Service Interlocal and provides as follows:

Section 1. Recitals. The recitals set forth above are true and accurate and are adopted and incorporated herein.

Section 2. Acknowledgements.

2.1 The Parties agree that the Temporary Bulk Service Interlocal is currently a valid contract.

2.2 The Parties agree that they now wish to replace the Temporary Bulk Service Interlocal with this Retail Service Interlocal.

2.3 The Parties intend that this Retail Service Interlocal act as a novation and extinguish the Temporary Bulk Service Interlocal and any other agreements between the Parties related to the provision or reservation of water or wastewater services or capacity by the Parties to the Service Area as of the Effective Date of this Retail Service Interlocal.

2.4 The Parties agree that upon execution of the obligations of the Parties hereto, this Retail Service Interlocal is valid and replaces the Temporary Bulk Service Interlocal.

2.5 The Parties agree that this Retail Service Interlocal meets the requirements of Sections 10, 13.1 and 17 of the Temporary Bulk Service Interlocal to alter and replace the Temporary Bulk Service Interlocal.

Section 3. Interconnection of DRI and City Utility Systems.

3.1 Service Agreement Requirement. The developer of the DRI and the City shall enter into a utility service agreement in the same manner as the City requires of all other utility customers such as the DRI developer.

3.2 Interconnecting Pipelines. All existing or required interconnecting pipelines and associated infrastructure shall be constructed by the DRI developer and conveyed to the City as required by the City. All easements deemed necessary by the City shall be granted by the DRI developer to contain all infrastructure conveyed.

3.3 No Wastewater Treatment Plants to be Constructed by the Developer. The City agrees that the DRI developer need not construct a wastewater treatment plant in order for the City to provide wastewater collection service to the Service Area and the City shall not require such treatment plant construction condition in any agreement for provision of utility service to the Service Area. This limitation shall not apply to lift stations which the City is free to require of the developer as the City deems necessary.

3.4 Water Treatment Facilities to be Constructed by the Developer. The Parties are free to enter into subsequent agreement by amendment of this Retail Service Interlocal as to a process to approve any water treatment facilities that the City determines may be required to allow use of the water production wells located in the Service Area for potable water production purposes. Such agreement will allow the County to assure that such treatment facilities meet the County's requirements for such facilities located within the County.

3.5 County Permission Granted. To the extent such permission may be required by law and pursuant to the terms of this Retail Service Interlocal, the County hereby specifically agrees to permit the City to provide retail water and wastewater service to customers located within Flagler County identified in this Retail Service Interlocal as the Service Area. Notwithstanding the foregoing, nothing herein shall be construed as acquiescence or permission by the County for the City to annex any portion of the Flagler Service Area or any other portion of Flagler County.

Section 4. Provision of Retail Utility Services.

4.1 Payment of Utility Charges. The City shall bill the DRI developer or individual property owners within the Service Area in the same manner and at a rate that shall not to exceed 125 % of the rate that is charged to of the City's utility customers located within the City limits. The City reserves the right to discontinue service for nonpayment of bills in the same manner as all other City utility customers and in conjunction with the terms and conditions of the service agreement between the City and the utility customer. Notwithstanding the foregoing, the City retains the right to adjust utility rates within the Service Area so long as such rates do not exceed the rate percentage limitations outlined herein. The Volusia County Court system shall be the venue for any legal action required to compel payment for such services.

4.2 Outstanding Balances under the Temporary Bulk Service Interlocal. The County shall remain liable for any unpaid balances under the Temporary Bulk Service Interlocal up to the Effective Date of this Retail Service Interlocal. All terms and conditions of the Temporary Bulk Service Interlocal related to such payment shall remain in force until payment is made, at which time said terms and conditions shall terminate.

Section 5. Flagler County Facilities.

5.1 New Well Sites. The City agrees to obtain the permission of the County prior to seeking any change to a consumptive use permit regarding any new well sites located in Flagler County.

5.2 County Facilities. The City agrees that any County facility, including but not limited to community parks, that exists or is constructed within the Service Area shall not be required to pay utility impact fees of any kind as the Parties agree that such facilities will not require additional capital improvements to the City's utility system since such facilities exist, or will exist, to serve the residents of the Service Area and the residents of the Service Area will be required to pay utility impact fees in the same manner as the utility customers located within the City limits.

Section 6. Service Standards. The City shall at all times endeavour to provide its best efforts to comply with all local, state and federal regulations regarding public water production and distribution and wastewater treatment service and collection for utility service provided in the Service Area. Notwithstanding the foregoing, the City does not guarantee or warrant any special service, pressure, quality, capacity, availability, or other facility to the customers in the Service Area other than what is required to fulfill a duty of reasonable care equivalent to all other customers of the City's utility.

Section 7. Restrictions. Nothing herein shall be construed in any manner to limit or restrict the County from owning and/or operating its own water and wastewater system outside the Service Area. However, the City and/or its assignees shall be the sole owners and operators of water and wastewater utilities within the Service Area.

Section 8. Authority and Applicable Law. This Retail Service Interlocal is entered into under the authority of the Florida Constitution (including without limitation Article VIII, Section 2(b) thereof), the general powers conferred upon the City by statute and otherwise (including without limitation Chapters 159, 163, 166, and 180, Florida Statutes):

8.1 No officer, employee, or agent of either party, whether elected or appointed, shall have the authority to amend, modify, or alter this Retail Service Interlocal or to waive any of its provisions or to bind either party by making any promise or representation not contained in this Retail Service Interlocal. This Retail Service Interlocal may be amended or modified, in writing, by execution with the same formalities with which this Retail Service Interlocal was executed.

8.2 This Retail Service Interlocal may not be assigned, transferred or delegated by the City or County without the written consent of the other party, which consent will not be unreasonably withheld, provided that said assignment, transfer or delegation does not impair the rights or increase the obligations of either party, and provided that this Retail Service Interlocal will be binding upon the Parties' successors, grantees, transferees, delegees and assigns.

Section 9. Waiver Clause. Any waiver at any time by any party hereto of its rights with respect to the other party or respect to any matter arising in connection with this Retail Service Interlocal shall not be considered a waiver with respect to any subsequent default or matter. Nothing contained herein shall constitute a waiver by either the City or County of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.

Section 10. Acts and Omissions. The Parties assume any and all liabilities, claims, or damages of any kind attributable to the acts or omissions of their respective officers, employees or agents. Each party shall give the other prompt and timely notice of any claim, suit, or administrative law proceedings instituted or coming to the knowledge of their respective officers, department heads, or management personnel that in any way reasonably appears to affect or might affect either party to this Retail Service Interlocal, and the party so notified shall have the right to participate in the defense of any claim, administrative proceeding, or suit to the extent of its own interest. The Parties reserve the right, at law or in equity, by civil action, mandamus or other proceeding, to enforce or compel the performance of any or all covenants contained in the Agreement.

Section 11. Notice. Notices relating to the subject matter of this Retail Service Interlocal shall be provided in writing to the attention of:

To the City: City Manager
 P.O. Box 277
 Ormond Beach, FL 32175-0277

To the County: Flagler County Administrator
 1769 East Moody Blvd., #302
 Bunnell, FL 32110

Section 12. Entire Agreement. This Retail Service Interlocal, including Exhibit "A" attached hereto and incorporated herein by reference, sets forth the full and complete understanding of the Parties as of the date stated below, and it supersedes any and all prior negotiation, agreements, and understandings with respect to the subject matter hereof. No prior or present agreements or representations shall be binding upon either of the Parties unless incorporated into this Retail Service Interlocal. No modification or change in this Retail Service Interlocal shall be valid or binding upon the Parties unless in writing, approved by the Ormond Beach City Commission and by the Board of County Commissioners of Flagler County and executed by the appropriate officers and officials of each party.

Section 13. Assignment. The provisions of this Retail Service Interlocal shall inure to and be binding upon the successors and assigns of the Parties.

Section 14. Default. Neither party will be in default of the terms herein if such default is due to a natural calamity, act of force majeure, government other than City or County, or similar causes beyond the control of either party.

Section 15. Governing Law and Venue. This Retail Service Interlocal will be governed by, and interpreted in accordance with, the Laws of the State of Florida. Unless otherwise specifically stated, venue for any legal action to enforce the terms and conditions of this Retail Service Interlocal shall be in Flagler County, Florida.

Section 16. Headings. All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Retail Service Interlocal.

Section 17. Severability. If any provision of this Retail Service Interlocal becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Retail Service Interlocal shall continue in full force and effect without said provisions; provided, however, that if such severability materially changes the economic benefits of this Retail Service Interlocal to either party, the Parties shall negotiate an equitable adjustment in the provisions of this Retail Service Interlocal in good faith.

Section 18. Legal Fees. In the event of litigation between the Parties arising out of or in connection with this Retail Service Interlocal, each party shall be responsible for its own legal fees and costs.

Section 19. Authority to Execute. Each party hereby represents and warrants that it has the right, power, and authority to execute and deliver this Retail Service Interlocal and to perform all of the obligations stated herein.

Section 20. Other Documents and Assurances. Each of the Parties agrees that any time after the execution hereof, it will, on request of the other party, execute and deliver such other documents and further assurances as may reasonably be required by such other party in order to carry out the intent of this Retail Service Interlocal.

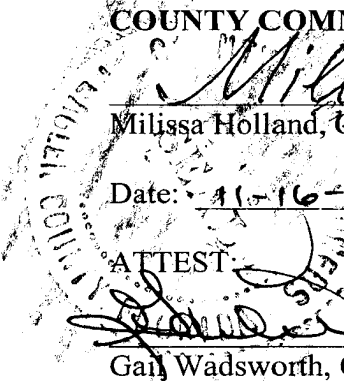
Section 21. No Third Party Beneficiaries. This Retail Service Interlocal is between the City and County only and shall not be deemed to confer in favor of any third parties any rights whatsoever as third-party beneficiaries, specifically including customers of the City, the Parties intending this Retail Service Interlocal to confer no such benefits or status.

Section 22. Sovereign Immunity. The Parties expressly retain all rights, privileges, benefits and immunities of sovereign immunity.

Section 23. Execution in Counterparts. This Retail Service Interlocal may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 24. Effective Date and Recordation. Upon execution of this Retail Service Interlocal by the Parties, the County will file this Retail Service Interlocal with the Clerk of the Courts of Flagler County and the City will file this Retail Service Interlocal with the Clerk of the Courts of Volusia County, as is required by Section 163.01 (11), Florida Statutes. The later recording date of these two filings shall be the Effective Date of this Retail Service Interlocal.

**FLAGLER COUNTY BOARD OF
COUNTY COMMISSIONERS**


Melissa Holland
Melissa Holland, Chair

Date: 11-16-09

ATTEST:

Gail Wadsworth
Gail Wadsworth, Clerk of Court

Approved as to Form:

Al Hadeed
Al Hadeed, County Attorney

CITY OF ORMOND BEACH

Fred Costello
Fred Costello, Mayor

Date: 11/3/09

Joyce Shanahan
Joyce Shanahan, City Manager

Date: 11/9/09

ATTEST:

Terucci Patterson
City Clerk

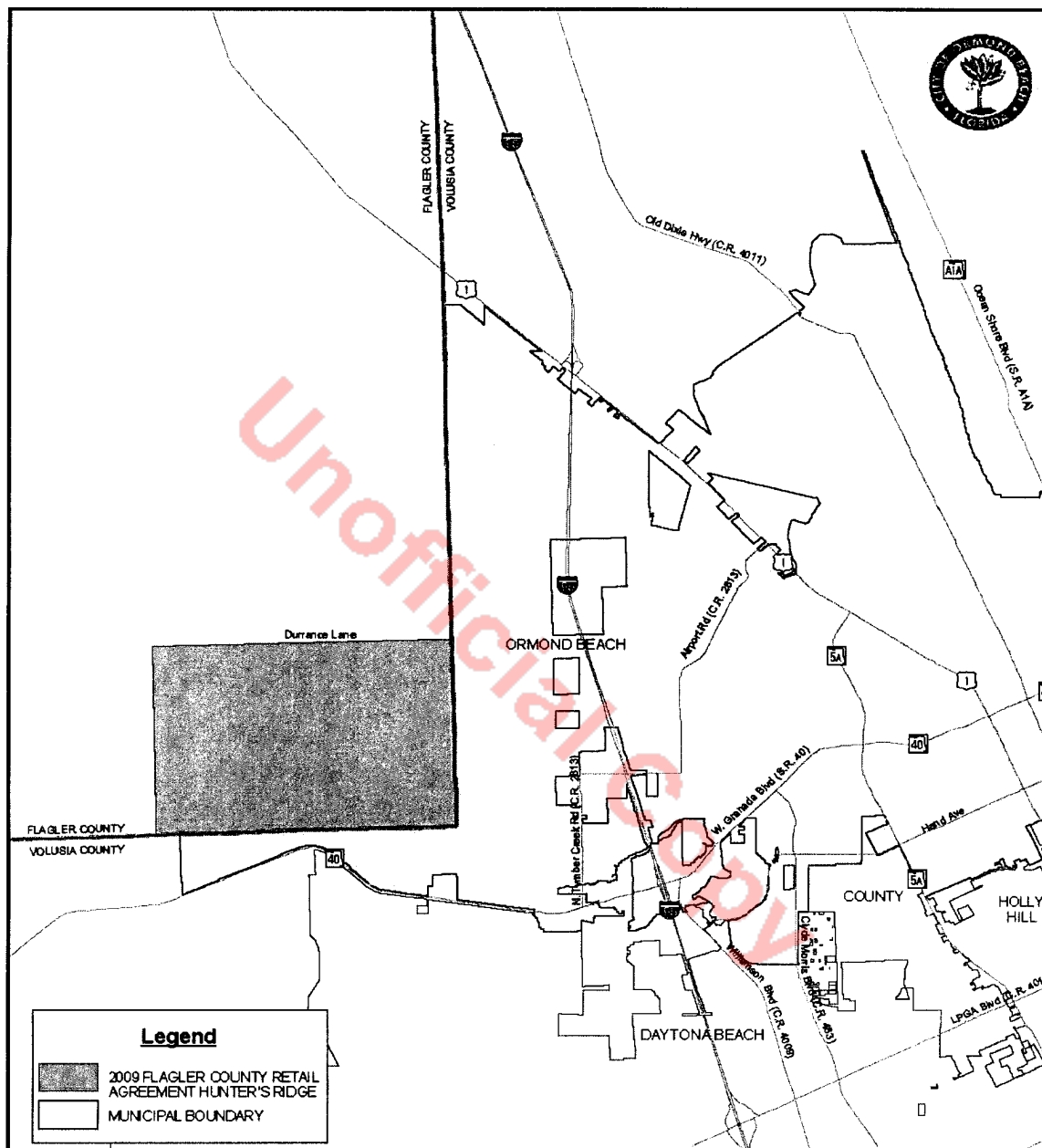
Approved as to Form:

Randy Hayes
Randy Hayes
City of Ormond Beach Attorney

EXHIBIT A**SERVICE AREA DESCRIPTION**

A parcel of land located in sections 15, 16, 17, 20, 21, and 22, Township 14 South, Range 31 East, Flagler County, Florida, more particularly described as follows:

From the Northeast corner of said section 15, run on an assumed bearing south 87 degrees 36 minutes 20 seconds west along the north line of said section 15, being the bearing basis of this description a distance of 2601.01 feet to the north ¼ corner of said section 15; thence south 87 degrees 27 minutes 28 seconds west along the north line of said section 15 a distance of 2694.91 feet to the northwest corner of said section 15; thence south 87 degrees 35 minutes 17 seconds west along the north line of said section 16 a distance of 2649.53 feet to the north ¼ corner of said section 16; thence south 87 degrees 30 minutes 21 seconds west along the north line of said section 16 a distance of 2646.41 feet to the northwest corner of said section 16; thence south 87 degrees 27 minutes 55 seconds west along the north line of said section 17 a distance of 2656.53 feet to the north ¼ corner of said section 17; thence south 87 degrees 27 minutes 28 seconds west along the north line of said section 17 a distance of 2655.79 feet to the northwest corner of said section 17; thence south 01 degrees 57 minutes 17 seconds east along the west line of said section 17 a distance of 2646.33 feet to the west ¼ corner of said section 17; thence south 02 degrees 08 minutes 44 seconds east along the west line of said section 17 a distance of 2646.53 feet to the southwest corner of said section 17; thence south 01 degrees 46 minutes 04 seconds east along the west line of said section 20 a distance of 2618.94 feet to the west ¼ corner of said section 20; thence south 01 degrees 37 minutes 54 seconds east along the west line of said section 20 a distance of 2697.76 feet to the southwest corner of said section 20, being a point on the line between Flagler County on the north and Volusia County on the south; thence easterly along the county line being the southerly line of sections 20, 21, and 22 to the southeast corner of section 22; thence northerly along the county line between Flagler County on the west and Volusia County on the east and the east line of section 22 north 01 degrees 47 minutes 18 seconds west, along the east line of said section 22, a distance of 2652.93 feet to the east 1/4 corner of said section 22; thence north 01 degrees 47 minutes 18 seconds west, along said east line, a distance of 2652.93 feet to the northeast corner of said section 22; thence north 02 degrees 03 minutes 26 seconds west along the east line of section 15, a distance of 2649.05 feet to the east ¼ corner of said section 15; thence north 02 degrees 03 minutes 32 seconds west, along said east line, a distance of 2648.94 feet to the point of beginning.



**CITY OF ORMOND BEACH
HUNTER'S RIDGE RETAIL WATER
& WASTEWATER SERVICE AREA
FLAGLER COUNTY**

EXHIBIT A

Mary Murphy

From: Christine Wentzel <cwentzel@sjrwmd.com>

Sent: Monday, October 16, 2023 9:40:15 AM

To: Jacob Beren <jberen@huntersridgefl.com>; Glen Fishman <gfishman@assetrestructuring.com>

Cc: Joe Brinson <jbrinson@ecslimited.com>; Tanya Alvarez <TAlvarez@sjrwmd.com>; Jessica Quiggle <JQuiggle@sjrwmd.com>

Subject: RE: Hunters Ridge Hydro-period Restoration - 287 mitigation area Item Number 1465577

Good Morning Mr. Beren! Based on our review of the files, the hydroperiod restoration work that was required as a condition of a District permit was located within the DRI, north of the 287-acre parcel, but not within the 287-acres. We could not find any information that required any restoration work to be completed on the 287-acre parcel in our files. If there is a specific DRI requirement that you would like us to respond to, please provide that information. I have asked Tanya to look into your request, but we may not be able to provide any additional information for you before your October 25th meeting because we are in litigation concerning another project and the hearing & preparations are this week and next. I hope the information I have provided will be helpful and that your day is great!

Christine Wentzel

Regulatory Manager

Regulatory, Engineering and Environmental Services

Bureau of Environmental Resource Regulation

St. Johns River Water Management District

Jacksonville Service Center

7775 Baymeadows Way, Suite 102

Jacksonville, Florida 32256

Office: (904) 448-7900 Cell: (904) 222-1395

Email: cwentzel@sjrwmd.com

Website: www.sjrwmd.com

Connect with us: [Newsletter](#), [Facebook](#), [Twitter](#), [Instagram](#), [YouTube](#), [Pinterest](#)



www.sjrwmd.com/ePermit

From: Jacob Beren <jberen@huntersridgefl.com>

Sent: Friday, October 13, 2023 12:37 PM

To: Christine Wentzel <cwentzel@sjrwmd.com>; Tanya Alvarez <TAlvarez@sjrwmd.com>; Glen Fishman <gfishman@assetrestructuring.com>

Cc: Joe Brinson <jbrinson@ecslimited.com>

Subject: Hunters Ridge Hydro-period Restoration - 287 mitigation area

Good Afternoon Christine:

As you are likely aware, the City of Ormond Beach has been questioning the performance of hydroperiod studies and restoration work done on the Ormond Beach Conservation Area (also known as 287/Parcel B).

When we last discussed this situation in February of this year, Tonya and Joe were scheduled for a site visit for application number 180136-2 (Storage site).

A site visit was also conducted on the 287-acre parcel B, a request was made to observe the site for evidence of hydro-period restoration work on that site.

While we did verbally discuss the affirmative findings regarding the conducted work.

I forgot to request documentation from the District noting Tonya and Joes findings.

You of course know that Glen and I have only been part of this project since April 2021. While we have access to some past records, it would be really helpful and maybe even resolve the issue if SJWMD could respond to this message with a simple acknowledgement that the restoration work has been ongoing for many years and SJWMD does not believe that any work has failed to be performed. Of course, you can be as detailed as you wish, but we just want to represent to Ormond Beach that SJWMD acknowledges that Hunter's Ridge has been and continues to work with SJWMD to remediate the land and restore it to its prior hydrologic condition.

We meet with the City on October 25 and any statement in the above regard that you can provide would be greatly appreciated.

Thanks for your time and consideration.

Jake Beren
Chief Operating Officer
Hunters Ridge Acquisition and Development LLC

880 Airport Rd, Ormond Beach, FL 32174

Personal - 732-552-5154

Work- 386-843-5507

The information contained in this message may be privileged, confidential and protected from disclosure. If the reader of this message is not the intended recipient, or an employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify your representative immediately and delete this message from your computer. Thank you.

We value your opinion. Please take a few minutes to share your comments on the service you received from the District by clicking this [link](#)

Notices

- Emails to and from the St. Johns River Water Management District are archived and, unless exempt or confidential by law, are subject to being made available to the public upon request. Users should not have an expectation of confidentiality or privacy.
- Individuals lobbying the District must be registered as lobbyists (§112.3261, Florida Statutes). Details, applicability and the registration form are available at <http://www.sjrwmd.com/lobbyist/>

Table of Contents for Exhibits for Non Compliance Hearing

Item Number	Date	Description of Item
1	4/14/1981	1981-04-14- Grant of Easement - OR Bk 2261 Pg 0224
2	8/4/1988	EREG 1765461 - permit notification
3	10/31/1988	EREG 1764980- Shadow Corssings Management & Storage of Surface Waters Technical Staff Report
4	11/15/1988	EREG 1764771 - Shadow Crossings Permit SJRWMD
5	8/3/1989	City of Ormond - Resolution No. 89-146-Water Wellfield and Transmission Line
6	10/1/1991	Notice of Adoption of Development Order for H.R. Development -OR Book 3696, Page 164; Joint Stip attached OR Bk 3739, Pg 1649
7	4/20/1992	Resolution No. 92-68 apprvg 1st Amendment to Amended Final Order for HR DRI- Book 3739, Page 1898
8	6/25/1992	Resolution re-recorded in Book 3754, Page 1692
9	7/1/1996	5th Annual Report
10	11/22/1996	Exhibit "A" Warranty Deed- Georgia Pacific to SJRWMD
11	8/14/1997	Grant of Easement recorded in Volusia County OR BK 4226 Pg 4106
12	8/28/1997	Grant of Easement recorded in Flagler County - OR Book 591 Pg 536
13	12/4/1997	Second Amendment to Development Order OR Bk 4257 Pg 2954
14	3/20/2002	Ormond Mitigation Submittal for Westland Village
15	8/22/2002	2002-08-22 - Westland Village Planning Board Staff Report
16	9/6/2002	2002-09-06 SJRWMD Mitigation Submittal for Westland Village - Copy
17	11/24/2003	Third Amendment to Development Order OR Bk 5212 Pg 2589
18	12/10/2003	Letter of Transmittal Airport Rd. Env. Report 1
19	1/13/2004	2004-01-13 ACOE Application Information for Westland Village - Partial - Copy
20	4/9/2004	Westland Village Mitigation Plan
21	2/14/2005	Letter of Transmittal Airport Rd. Env. Report 2
22	4/12/2005	Letter of Transmittal- Airport Rd. Env. Report 3
23	7/12/2010	Ormond Beach-Strickland Lane Status
24	8/18/2010	Letter to City of OB from Flagler County-NOPC Notice
25	11/15/2010	Amended DRI - Resolution - 2010-61 (Flagler) recorded Bk 1803 Pg 648
26	12/7/2010	Ormond Beach Comprehensive Land Use Plan as amended
27	11/16/2016	City Ltr to Kim Booker re Hearing
28	4/24/2017	40 Grade Easement - OR Book 7394, Pg 4702, Volusia County
29	11/7/2017	Retail Utility Service Agreement OR BK 2253 Page 502
30	12/14/2017	Interlocal Agreement - Flagler County & H.R. Oaks recorded 12-14-2017 OR Book 2247 Page 670
31	6/21/2021	Email from Smoylan with Board of County Comm. Mtg with attachmts - Easement; Application; 5/11/2021 meeting minutes.
32	8/18/2021	Memorandum of Meeting with City of Ormond
33	8/19/2021	Email to McKinnon;Shanahan;Simpson,Hayes re Memo re mtg 8 18 2021 US Capital & O.B.
34	8/19/2021	Email from Randy Hayes re: Memo of Mtg on 8/18/2021 & agreed to its veracity
35	8/26/2021	Email from Randy Hayes - Land regarding potential H.R. wells sites
36	8/27/2021	Ltr to Joyce Shanahan, City of O.B. - H.R. & City of O.B.
37	9/14/2021	Email to & from Randy Hayes re - Wells
38	11/8/2021	Email to KWest@sjrwmd, et al- re Conservation Area in City of O.B. within HR DRI - request zoom meeting
39	11/9/2021	Email to Kealey West; B.Hatchitt; RHayes, et al - HR Conservation Lands in O.B. under DRI
40	11/17/2021	Email to Jessica Quiggle, et al re Conservation Area in City of Ormond within H.R. DRI
41	11/30/2021	Chain of Emails from Randy Hayes, Kim Booker, MPerschnick - conservation area in Ormond Beach
42	1/6/2022	Email to & from Randy Hayes- meeting to discuss Conservation Area
43	2/3/2022	Email to Randy Hayes, Spraker, Finley, et al - status

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Item Number	Date	Description of Item
44	2/4/2022	Email to and from Randy Hayes re: status.
45	2/24/2022	Email with letter to RHayes, NMckinnon; JShanahan; Sfinley re:-proposed W.D. for Conservation lands with exhibits
46	2/24/2022	Letter to Thomas Mayton, SJRWMD re: Warranty Deed
47	2/28/2022	Email from Randy Hayes re: proposed Special Warranty Deed for Conservation Lands
48	3/10/2022	Email to Randy Hayes, JShanahan; SFinley; GFishman; JBeren & KBuck -I.R. Warranty Deed-Ormond
49	3/10/2022	Email from Randy Hayes to Kim Booker; NMckinnon, et al - Conservation Lands - HR DRI
50	3/10/2022	Email to RHayes;NMckinnon, et al re - survey of conservation area
51	3/14/2022	Email to KBuck, GFishman & JBeren regarding email from Scott Simpson re: questions -HR proposed Deed to O.B.
52	3/23/2022	Email to Scott Simpson,et al re HR Warranty Deed, legal, permit
53	4/24/2022	Email from Kim Buck to Glen Fishman; Jake Beren & Kim Booker - SR 40 Borrow Pit
54	4/25/2022	Letter to Albert J Hadeed re: HR CDD Petition to Dissolve CDD
55	4/27/2022	Email from Adam Mengel 4 26 2022 - HR CDD No 1 maintenance obligations
56	5/13/2022	Letter to Randy Hayes & Joyce Shanahan re: Dissolution of CDD
57	5/13/2022	Email from Randy Hayes to SMoylan; AHadeed; AMengel, et al; re:Petition to Dissolve CDD
58	5/13/2022	Email to RHayes & JS with ltr & Assign. of Retail Water & Wastewater Service Agree to Assoc
59	5/14/2022	Email to RHayes, SMoylan, et al - re Petition to Dissolve HR CDD -2nd email
60	5/16/2022	Email from Randy Hayes to Kim Booker, et al; regarding Petition to Dissolve CDD
61	5/19/2022	Letter to Randy Hayes in response to his email of 5/16/2022 & response from Randy Hayes
62	7/15/2022	Email from Jessica Quiggle to Glen Fishman; JBeren & Kim Buck - regarding 2017 Deed from US Capital to Flagler County
63	9/16/2022	Email and letter to Adam Mengel & Sean Moylan; re: HR NOPC & response to letter dated 9/15/2022
64	9/23/2022	Email to JQuiggle, RHayes, et al -with letter SJRWMD & Ormond, HR Conservation Area Deed, survey of conservation area
65	11/15/2022	Email to Sean Moyer, Adam Mengel, et al; re: modifications to NOPC
66	12/5/2022	Letter to MChimento re Developer's obligation to convey conserv. lands in HR DRI from City of O.B. & email from M.C.
67	1/24/2023	Memorandum regarding Hull Creek Restoration
68	2/5/2023	Email & letter from RHayes to AMengel-NMckinnon representation comments on HR NOPC
69	2/5/2023	Letter to Al Hadeed from City of Ormond re HR NOPC-proposed development order
70	2/5/2023	Email from RHayes to Michael Chimento & Kim Booker regarding H.R. issues & DO NOT contact his clients
71	2/6/2023	Response ltr to Al Hadeed & Randy Hayes- regarding H.R. DRI
72	2/10/2023	Email from Mike Chimento to Randy Hayes - Hunters Ridge matter showing hydroperiod restoration to Randy
73	2/16/2023	Email chain sent by RHayes prohibiting KBooker or KBuck from attending mtg
74	2/16/2023	Letter from City of Ormond Beach to Adam Mengel - comments on H.R. NOPC 7th Amendment with attachments
75	2/16/2023	Email from Randy Hayes to MChimento, KBooker, KBuck -O.B comments on HR NOPC
76	2/17/2023	Email to Glen Fishman; Jake Beren & Kim Buck - with comparison of ltr to Ormond Beach
77	2/17/2023	Letter to AHadeed; AMengel & RHayes: re non-compliance of Ormond DRI - response to RHayes email w- attachments
78	2/17/2023	Ltr to City of Ormond from Flagler County -HR DRI NOPC response ltr to CoOB

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Item Number	Date	Description of Item
79	2/20/2023	Resolution No. 2023-18; recorded March 17, 2023 in OR Book 2764, Page 108, Flagler County
80	3/23/2023	Email to Scott Simpson, et al - H.R. Warranty Deed to Ormond Beach
81	4/13/2023	Email from Christine Wentzel to SFinely, et al- Hunter's Ridge Parcel Site Visit Item Number 1465577
82	5/31/2023	Deed of Conservation Easement - OR Bk 8413 Pg 3915- Vol. County
83	9/18/2023	Letter from City of Ormond Beach; re: Notice of Noncompliance; O.B. H.R. DRI
84	9/18/2023	Email from Jake Beren; re: acknowledgment of memo & agree to veracity by Randy Hayes
85	9/20/2023	Draft Email from Jake Beren to City
86	9/21/2023	Email from Jacob Beren - O.B. Relationship & the History of Contention
87	10/11/2023	23-10-11 City of Ormond Beach LTR
88	10/11/2023	23-10-11 Notice of Noncompliance
89	2/19/1997	1997-02-19 Deed of Conservation - Georgia Pacific to SJRWMD OR Bk 4178 Pg 932
90	12/10/2009	Retail Water & Wastewater Service Agreement for HR DRI in Flagler-OR Bk 1748 Pg 696
91	10/16/2023	Email from Christine Wentzel to Jacob Beren regarding H.R. Hydro-period restoration